FORM 8-K

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FILER

WGL HOLDINGS INC
CIK:**1103601**| IRS No.: **522210912** | State of Incorp.:**VA** | Fiscal Year End: **0930**
Type: **8-K** | Act: **34** | File No.: **001-16163** | Film No.: **18950645**
SIC: **4924** Natural gas distribution

Mailing Address
101 CONSTITUTION AVE, N.W.
WASHINGTON DC 20080

Business Address
101 CONSTITUTION AVE, N.W.
WASHINGTON DC 20080
2026246720

WASHINGTON GAS LIGHT CO
CIK:**104819**| IRS No.: **530162882** | State of Incorp.:**DC** | Fiscal Year End: **0930**
Type: **8-K** | Act: **34** | File No.: **000-49807** | Film No.: **18950644**
SIC: **4924** Natural gas distribution

Mailing Address
101 CONSTITUTION AVE, N.W.
WASHINGTON DC 20080

Business Address
101 CONSTITUTION AVE, N.W.
WASHINGTON DC 20080
7037504440

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 6, 2018

Commission File Number	Exact name of registrant as specified in its charter; address of principal executive offices; registrant' s telephone number, including area code	State or Other Jurisdiction of Incorporation	I.R.S. Employer Identification No.
1-16163	WGL Holdings, Inc. 101 Constitution Ave., N.W. Washington, D.C. 20080 (703) 750-2000	Virginia	52-2210912
0-49807	Washington Gas Light Company 101 Constitution Ave., N.W. Washington, D.C. 20080 (703) 750-4440	District of Columbia and Virginia	53-0162882

Former name or former address, if changed since last report: N/A

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

WGL Holdings, Inc.:

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Washington Gas Light Company:

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth in Item 5.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On July 6, 2018 (the "Closing Date"), pursuant to the Agreement and Plan of Merger, dated as of January 25, 2017 (the "Merger Agreement"), by and among WGL Holdings, Inc., a Virginia corporation (the "Company"), AltaGas Ltd., a Canadian corporation ("Parent"), and Wrangler Inc., a Virginia corporation and an indirect wholly-owned subsidiary of Parent ("Merger Sub"), Merger Sub merged with and into the Company on the terms of, and subject to the conditions set forth in, the Merger Agreement (the "Merger"), with the Company continuing as the surviving corporation in the Merger and becoming an indirect wholly-owned subsidiary of Parent.

Pursuant to the Merger Agreement, at the effective time of the Merger (the "Effective Time"), by virtue of the Merger and without any action on the part of the Company, Parent or Merger Sub or any holder of any shares of common stock, no par value, of the Company (the "Company Common Stock") or any holder of shares of capital stock of Merger Sub or Parent, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock that were held by the Company or any of its subsidiaries or by Parent or Merger Sub or any of their respective subsidiaries, in each case, immediately prior to the Effective Time) was converted automatically into and thereafter represented solely the right to receive $88.25 in cash, without interest (the "Merger Consideration"). Shares of Company Common Stock held by the Company or any of its subsidiaries or by Parent or Merger Sub or any of their respective subsidiaries were not entitled to receive the Merger Consideration.

Pursuant to the Merger Agreement, each Pre-Signing Company Equity Award (as defined in the Merger Agreement) outstanding immediately prior to the Effective Time, whether or not then vested and exercisable, automatically became fully vested at the Effective Time, and each such Pre-Signing Company Equity Award, whether payable in cash or shares of Company Common Stock, was cancelled in consideration for the right to receive a lump sum cash payment in an amount equal to: (1) with respect to each Pre-Signing Company Performance Share Award (as defined in the Merger Agreement), the product of (a) the Merger Consideration and (b) the number of shares of Company Common Stock represented by such Pre-Signing Company Performance Share Award, and (2) with respect to each Pre-Signing Company Performance Unit Award (as defined in the Merger Agreement), the product of (a) $1.00 and (b) the number of performance units represented by such Pre-Signing Company Performance Unit Award, in each case, subject to the following: (i) with respect to each such Pre-Signing Company Equity Award that was subject to a relative total shareholder return ("Relative TSR") performance condition, the number of shares or units, as applicable, represented by such Pre-Signing Company Equity Award was based upon the greater of (x) satisfaction of such performance condition at the Company' s actual percentile position as of the date on which the Effective Time occurred (determined without regard to any four-quarter averaging mechanism) and (y) deemed satisfaction of such performance condition at the target level; and (ii) with respect to each such Pre-Signing Company Equity Award that was subject to a performance condition other than Relative TSR, the number of shares or units, as applicable, represented by such Pre-Signing Company Equity Award was based upon deemed satisfaction of applicable performance conditions at the target level. As of the Effective Time, all dividends, if any, accrued but unpaid with respect to Pre-Signing Company Equity Awards automatically became fully vested and were paid to the holder thereof.

The foregoing description of the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which was filed with the Securities and Exchange Commission (the "SEC") on January 27, 2017 as Exhibit 2.1 to the Company and Washington Gas Light Company' s ("Washington Gas") Current Report on Form 8-K and is incorporated herein by reference.

Item 3.01. Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.

On July 6, 2018, in connection with the anticipated closing of the Merger, the Company notified the New York Stock Exchange (the "NYSE") that each share of Company Common Stock would be cancelled and converted into the right to receive the Merger Consideration and requested that trading of the Company Common Stock on the

NYSE be suspended after the close of trading on the Closing Date. In addition, the Company requested that the NYSE file with the SEC a Form 25 (Notification of Removal from Listing and/or Registration under Section 12(b) of the Securities Exchange Act of 1934) to delist the Company Common Stock from the NYSE and to withdraw the registration of the Company Common Stock under Section 12(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Form 25 was filed on July 9, 2018.

Item 3.03. Material Modification to Rights of Security Holders.

As a result of the Merger and at the Effective Time, holders of Company Common Stock immediately prior to the Effective Time ceased having any rights as shareholders of the Company (other than their right to receive the Merger Consideration pursuant to the Merger Agreement).

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

As a result of the Merger and at the Effective Time, each of the Company and Washington Gas became an indirect wholly-owned subsidiary of Parent, and a change in control of each of the Company and Washington Gas occurred. Additionally, in connection with the Merger, the Company established a bankruptcy remote special purpose entity, Wrangler SPE LLC, a Delaware limited liability company and a wholly-owned subsidiary of the Company (the "SPE"), for the purposes of owning the common stock of Washington Gas and ring fencing Washington Gas, with the intention of removing Washington Gas from the bankruptcy estate of Parent and its affiliates (other than Washington Gas and the SPE) in the event of bankruptcy or insolvency proceedings of Parent or any of its affiliates. The Company is the sole equity member of the SPE. On July 6, 2018, all of the common stock of Washington Gas held by the Company was transferred to the SPE.

On July 6, 2018, Washington Gas and the SPE entered into the Stockholder Agreement (the "Stockholder Agreement"). Pursuant to the Stockholder Agreement, the Stockholder (as defined in the Stockholder Agreement) and Washington Gas shall take all Necessary Action (as defined in the Stockholder Agreement) to cause the Board of Directors of Washington Gas (the "Washington Gas Board") to be comprised of seven directors, (i) one of whom shall be the Chief Executive Officer of Washington Gas, (ii) one of whom shall be the Chief Executive Officer of Parent, (iii) four of whom shall be Independent Directors (as defined in the Stockholder Agreement), who shall be designated by Parent and who may include up to three Independent Directors currently serving on the Board of Directors of the Company (the "Company Board"), and (iv) one of whom shall be a director (which may be a non-Independent Director) designated by Parent. In addition, pursuant to the Stockholder Agreement, the Stockholder and Washington Gas each agreed to take all Necessary Action to, among other things, (1) nominate new slates of directors to the Washington Gas Board, (2) remove directors or fill vacancies in the Washington Gas Board, (3) maintain the size of the Washington Gas Board and (4) vote all shares of common stock of Washington Gas in accordance with the above composition of the Washington Gas Board.

The foregoing description of the Stockholder Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stockholder Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 6, 2018, Terry D. McCallister retired from his officer positions of Chairman of the Company Board, Chairman of the Washington Gas Board and Chief Executive Officer of each of the Company and Washington Gas. Mr. McCallister will continue to serve as Chairman of the Company Board in a non-officer capacity through July 20, 2018 to assist with the transition following the Merger, pursuant to a service agreement entered into with Washington Gas on July 6, 2018, which provides him with a lump sum cash payment of $34,231

as compensation for such transition services. In connection with his retirement, Mr. McCallister also entered into a Separation Agreement and General Release with Washington Gas, which provides that Mr. McCallister' s retirement constitutes a "Good Reason Resignation" under the WGL Holdings, Inc. and Washington Gas Light Company Change in Control Severance Plan for Certain Executives (as amended, the "CIC Severance Plan"). In connection with his Good Reason Resignation, Mr. McCallister will receive, under the CIC Severance Plan, the following, provided he does not exercise his revocation right under the Separation Agreement and General Release as provided therein: (i) a cash severance payment of $5,685,284, which amount equals the sum of (A) three (3) times the sum of his base salary and target short-term incentive, plus (B) a pro-rata target short-term incentive payment (with such proration based on the number of days of his employment with the Company from October 1, 2017 through July 6, 2018); (ii) continued medical and dental coverage under the Company' s plan(s) for the 18-month period following his retirement date (at the Company' s cost) and a medical and dental benefit continuation payment to cover the cost of such coverage for the next 18-month period, together with additional cash payments to compensate Mr. McCallister for any income taxes payable in connection with such medical and dental benefits; and (iii) reimbursement for up to $25,000 in outplacement services. Additionally, pursuant to the terms set forth in the Company Disclosure Schedules to the Merger Agreement, the vesting of Mr. McCallister' s Post-Signing Company Equity Awards (as defined in the Merger Agreement) was accelerated upon his retirement.

On July 6, 2018, the Company Board and the Washington Gas Board appointed Adrian P. Chapman Chief Executive Officer of the Company and Washington Gas, respectively. Mr. Chapman retained his title as President of each of the Company and Washington Gas. In connection with his appointments, Mr. Chapman entered into a letter agreement with Washington Gas providing, *inter alia*, for an annual base salary of $630,000, a retention bonus of $3,059,500, payable within the 30-day period immediately following the Closing Date (the "Chapman Retention Bonus"), eligibility to receive certain short- and long-term incentive awards during his tenure and, upon his retirement, accelerated vesting of the long-term incentive awards granted to him in October 2017 (to the extent still outstanding and unvested) (the "Equity Acceleration"). Payment of the Chapman Retention Bonus is subject to Mr. Chapman' s timely execution (and non-revocation) of a general release of claims and Mr. Chapman' s compliance with Washington Gas' s Policy of Post-Employment Restrictions. In exchange for the Chapman Retention Bonus, pursuant to the letter agreement, Mr. Chapman relinquished certain rights he had under the CIC Severance Plan. Pursuant to the letter agreement, Mr. Chapman' s annual bonus will have a target amount equal to 85% of his then-current base salary, and it is expected that Mr. Chapman' s annual long-term incentive award grant will have an aggregate grant date value equal to 180% of his then-current base salary. Mr. Chapman is 60 years old and has served as President and Chief Operating Officer of each of the Company and Washington Gas since October 1, 2009. In connection with the commitments made in the regulatory proceedings related to the Merger, on July 6, 2018, Mr. Chapman was also appointed to serve on the Washington Gas Board. Mr. Chapman also serves as a director of several of the Company' s wholly-owned subsidiaries. In addition, Mr. Chapman serves as Chief Executive Officer of Wrangler 1 LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Parent ("Wrangler 1"), President and Chief Executive Officer of AltaGas Utility Holdings (U.S.) Inc., a Delaware corporation and an indirect wholly-owned subsidiary of Parent ("AUHUS"), and Executive Vice President of AltaGas Services (U.S.) Inc., a Delaware corporation and a direct wholly-owned subsidiary of Parent ("ASUS").

On July 6, 2018, the Company Board and the Washington Gas Board appointed Vincent L. Ammann, Jr. Executive Vice President of the Company and Washington Gas, respectively. Mr. Ammann also retains his title as Chief Financial Officer of each of the Company and Washington Gas. In connection with his appointments, Mr. Ammann also entered into a letter agreement with Washington Gas with substantially similar terms to the letter agreement entered into by Mr. Chapman, except that Mr. Ammann' s letter agreement provides for (i) an annual base salary of $525,000, (ii) a retention bonus of $2,348,200, (iii) a target annual bonus amount equal to 70% of Mr. Ammann' s then-current base salary and (iv) an expected annual long-term incentive award grant with an aggregate grant date value equal to 130% of Mr. Ammann' s then-current base salary. Mr. Ammann is not entitled to the Equity Acceleration, and his outstanding long-term incentive awards will be governed by the award agreements pursuant to which such awards were granted. Mr. Ammann is 58 years old and previously served as the Senior Vice President and Chief Financial Officer of each of the Company and Washington Gas since 2013 and, prior to that, as Vice President and Chief Financial Officer of each of the Company and Washington Gas from 2006 to 2013. On July 6, 2018, Mr. Ammann was appointed to serve on the Company Board. Mr. Ammann also serves as a director of several of the Company' s wholly-owned subsidiaries. In addition, Mr. Ammann serves as Executive Vice President and Chief Financial Officer of Wrangler 1, Chief Financial Officer of AUHUS and Executive Vice President Finance of ASUS.

On July 6, 2018, the Company Board and the Washington Gas Board appointed Luanne S. Gutermuth Executive Vice President and Chief Administrative Officer of the Company and Washington Gas, respectively. On July 11, 2018, Ms. Gutermuth also entered into a letter agreement with Washington Gas.

Ms. Gutermuth' s letter agreement is substantially similar to those entered into by Messrs. Chapman and Ammann, except that it provides for (i) an annual base salary of $479,000, (ii) a retention bonus of $1,557,800, payable in two installments on the first and second anniversaries of the Closing Date, (iii) a target annual bonus amount equal to 60% of Ms. Gutermuth' s then-current base salary and (iv) an expected annual long-term incentive award grant with an aggregate grant date value equal to 110% of Ms. Gutermuth' s then-current base salary. Ms. Gutermuth is not entitled to the Equity Acceleration, and her outstanding long-term incentive awards will be governed by the award agreements pursuant to which such awards were granted. Ms. Gutermuth is 55 years old and has previously served as the Senior Vice President and Chief Human Resource Officer of each of the Company and Washington Gas.

On July 6, 2018, Leslie T. Thornton, Senior Vice President, General Counsel and Corporate Secretary of each of the Company and Washington Gas, entered into a letter agreement to extend the 90-day period during which she must tender her resignation in order for such resignation to be considered a Good Reason Resignation (as defined in the CIC Severance Plan) through November 30, 2018. Prior to her resignation, Ms. Thornton initially will remain in her current roles and help transition her duties to her successor, including working with the search firm on its external search for her successor. Ms. Thornton plans to retire from her positions with the Company and Washington Gas on or before November 30, 2018. If Ms. Thornton tenders her Good Reason Resignation on or prior to November 30, 2018, she will be eligible to receive the payments and benefits she was eligible to receive under the CIC Severance Plan in connection with a Good Reason Resignation and accelerated vesting of her Post-Signing Company Awards.

The foregoing descriptions of the service agreement and Separation Agreement and General Release entered into by Mr. McCallister and the letter agreements entered into by Messrs. Chapman and Ammann and Mses. Gutermuth and Thornton are summaries, do not purport to be complete and are qualified in their entirety by reference to the complete text of the agreements, copies of which will be included as exhibits to the Company' s Annual Report on Form 10-K for fiscal year ended September 30, 2018.

On July 6, 2018, in accordance with the Merger Agreement, (1) each of Michael D. Barnes, George P. Clancy, Jr., James W. Dyke, Jr., Linda R. Gooden, James F. Lafond, Debra L. Lee and Dale S. Rosenthal, each a member of the Company Board immediately prior to the Effective Time, submitted his or her resignation from the Company Board, effective immediately prior to the Effective Time, and (2) Wrangler 2 LLC, a Delaware limited liability company and an indirect wholly-owned subsidiary of Parent ("Wrangler 2"), as the sole shareholder of the Company immediately following the Merger, elected each of Vincent L. Ammann, Jr., David M. Harris, Nancy C. Floyd and Terry D. McCallister to serve on the Company Board, effective as of the Effective Time, until his or her respective successor is elected and qualified. As discussed above, Messrs. Ammann and McCallister were employees of Washington Gas prior to the Merger, and Mr. Ammann continues to be an employee of Washington Gas following the Merger. Ms. Floyd also serves as a director of certain of Parent' s wholly-owned subsidiaries.

Other than as set forth above, the Company is not aware of any arrangements or understandings between the foregoing persons, on the one hand, and any other person, on the other hand, pursuant to which they were selected to their new positions with the Company. Other than as set forth above, the Company is not aware of any transaction in which the foregoing persons have an interest requiring disclosure under Item 404(a) of Regulation S-K.

In addition, on July 6, 2018, (1) each of Michael D. Barnes, George P. Clancy, Jr., Nancy C. Floyd, James F. Lafond, Debra L. Lee and Terry D. McCallister, each a member of the Washington Gas Board immediately prior to the Effective Time, submitted his or her resignation from the Washington Gas Board, effective immediately prior to the Effective Time, and (2) the Washington Gas Board appointed each of Adrian P. Chapman, John E. Lowe, David M. Harris and John F. Stark to serve on the Washington Gas Board, effective immediately following the Effective Time. James W. Dyke, Jr., Linda R. Gooden and Dale S. Rosenthal, each a member of the Washington Gas Board immediately prior to the Effective Time, will continue to serve on the Washington Gas Board. Mr. Stark was appointed to serve as Chairman of the Washington Gas Board. As discussed above, Mr. Chapman was an employee of Washington Gas prior to the Merger and continues to be an employee of Washington Gas following the Merger. Messrs. Harris and Lowe were employees of Parent prior to the Merger, serving as President and Chief Executive Officer and Executive Vice President, respectively, and continue to serve in such capacities following the Merger. The current composition of the Washington Gas Board is consistent with the commitments made in the regulatory proceedings related to the Merger and in accordance with the Stockholder Agreement.

Other than as set forth above, Washington Gas is not aware of any arrangements or understandings between the foregoing persons, on the one hand, and any other person, on the other hand, pursuant to which they were selected to their new positions with Washington Gas. Other than as set forth above, Washington Gas is not aware of any transaction in which the foregoing persons have an interest requiring disclosure under Item 404(a) of Regulation S-K.

The director resignations discussed above were not the result of any disagreements with the Company or Washington Gas.

In connection with the Merger, the Executive, Governance and Human Resources Committees of the Company Board have been dissolved. The Company Board appointed Ms. Floyd to serve as Chair of the Audit Committee for the Company Board. Mr. McCallister was also appointed to serve on the Audit Committee of the Company Board.

Also in connection with the Merger, the Executive Committee of the Washington Gas Board was dissolved. The Governance Committee of the Washington Gas Board became the Governance & Environment, Health and Safety Committee ("Governance & EHS Committee"). The Washington Gas Board appointed Mr. Dyke to serve as Chairman of the Governance & EHS Committee. Other directors appointed to the Governance & EHS Committee were Messrs. Lowe and Stark. The Washington Gas Board appointed Ms. Rosenthal to serve as Chair of the Audit Committee of the Washington Gas Board. Other directors appointed to the Audit Committee of the Washington Gas Board were Ms. Gooden and Mr. Stark. Finally, the Washington Gas Board appointed Ms. Gooden to serve as Chair of the Human Resources Committee of the Washington Gas Board. Other directors appointed to the Human Resources Committee were Messrs. Dyke and Harris.

As compensation for the above director appointments, Mr. Stark will receive an annual cash retainer of $200,000, and each of Mr. Dyke and Mses. Floyd, Gooden and Rosenthal will receive an annual cash retainer of $175,000, in each case, paid in equal installments quarterly in arrears, subject to each such director' s continued service on the Company Board or the Washington Gas Board, as applicable, during such quarter (with proration for any partial quarters of service). In addition, to the extent any of the non-executive directors also serves on the board of directors of another subsidiary of Parent, such non-executive director' s annual cash retainer will be increased by $25,000. Non-executive directors will also be entitled to reimbursement for their reasonable out-of-pocket expenses incurred while acting as directors, including travel expenses.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

In connection with the Merger, on July 6, 2018, the Bylaws of the Company (the "Bylaws") were amended to, among other things, provide for certain changes to (i) individuals' or shareholders' ability to call special meetings, including the ability of the most senior officer of the Company to call such meetings; (ii) the shareholder notice provisions and shareholders' ability to submit shareholder proposals; (iii) the composition of the Company Board, including the removal of the requirement to have a Lead Director (as defined in the Bylaws); (iv) director nomination procedures; (v) individuals' or directors' ability to call special meetings of the Company Board; (vi) the existence and composition of the committees of the Company Board, including the removal of the requirement to have an Executive Committee; (vii) the compensation of the directors serving on the Company Board; (viii) the designation of certain required officers of the Company; and (ix) the fiscal year of the Company to provide that such fiscal year may be adjusted from time to time by the Company Board.

In addition, in connection with the Merger, on July 6, 2018, the Bylaws of Washington Gas (the "Washington Gas Bylaws") were amended to, among other things, provide for certain changes to (i) individuals' or shareholders' ability to call special meetings; (ii) the number and composition of the Washington Gas Board, including the removal of the requirement to have a Lead Director (as defined in the Washington Gas Bylaws), and to provide that the number of directors shall be fixed at seven, in accordance with the Stockholder Agreement; (iii) individuals' or directors' ability to call special meetings of the Washington Gas Board; (iv) the existence and composition of the committees of the Washington Gas Board, including the removal of the requirement to have an Executive Committee; (v) the compensation of the directors serving on the Washington Gas Board; (vi) the designation of certain required officers of Washington Gas; and (vii) the fiscal year of Washington Gas to provide that such fiscal year may be adjusted from time to time by the Washington Gas Board.

The foregoing descriptions of the Bylaws and the Washington Gas Bylaws do not purport to be complete and are qualified in their entirety by reference to the full text of the Bylaws and the Washington Gas Bylaws, which are filed as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

Item 5.05. Amendments to the Registrant' s Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Merger, the Company Board and Washington Gas Board adopted the Code of Business Ethics of Parent (the "Parent Code of Ethics"), effective as of the Effective Time. The Parent Code of Ethics applies to each director, officer and employee of the Company and of Washington Gas, including the respective Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer.

The foregoing description of the Parent Code of Ethics does not purport to be complete and is qualified in its entirety by reference to the full text of the Parent Code of Ethics, which is filed as Exhibit 14.1 to this Current Report on Form 8-K and incorporated herein by reference. The Parent Code of Ethics is also posted on the Company' s websites at www.wglholdings.com and www.washingtongas.com. The Company and Washington Gas also anticipate filing any future amendment or waiver of the Parent Code of Ethics on their respective websites within four business days of the date thereof. The contents of the Company' s and Washington Gas' websites are not incorporated by reference in this Current Report on Form 8-K or made a part hereof for any purpose.

Item 5.07. Submission of Matters to a Vote of Security Holders

On July 6, 2018, Wrangler 2, as the sole shareholder of the Company, pursuant to an action by unanimous written consent in lieu of an annual meeting, elected each of Vincent L. Ammann, Jr., Nancy C. Floyd, David M. Harris and Terry D. McCallister to serve on the Company Board, effective as of the Effective Time, until his or her respective successor is elected and qualified.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of January 25, 2017, among WGL Holdings, Inc., Wrangler Inc. and AltaGas, Ltd., incorporated herein by reference to Exhibit 2.1 to WGL Holdings, Inc. and Washington Gas Light Company' s Current Report on Form 8-K filed with the Securities and Exchange Commission on January 27, 2017.
3.1	Bylaws of WGL Holdings, Inc., as amended effective July 6, 2018.
3.2	Bylaws of Washington Gas Light Company, as amended effective July 6, 2018.
10.1	Stockholder Agreement, dated as of July 6, 2018, between Washington Gas Light Company and Wrangler SPE LLC.
14.1	Code of Business Ethics of AltaGas Ltd.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WGL Holdings, Inc.
and
Washington Gas Light Company
(Registrants)

July 12, 2018

By: /s/ Vincent L. Ammann, Jr.
Vincent L. Ammann, Jr.
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Exhibit 3.1

Effective July 6, 2018

WGL HOLDINGS, INC.

BYLAWS

ARTICLE I

Shareholders.

SECTION 1. Annual Meeting. The annual meeting of shareholders of WGL Holdings, Inc. (the "Company") shall be held at such time and place within or without the Commonwealth of Virginia as shall be determined by the Board of Directors and as shall be stated in the notice of the meeting. The meeting shall be held for the purpose of electing directors and for the transaction of such other business as properly may come before such meeting.

SECTION 2. Special Meetings. Special meetings of shareholders may be held upon call by the most senior officer, the Secretary, or a majority of the Board of Directors, and shall be called by the Secretary upon the request in writing of the holders of record of not less than one-tenth of all the outstanding shares of stock entitled by its terms to vote at such meeting, at such time and at such place within or without the Commonwealth of Virginia as may be fixed in the call and stated in the notice setting forth such call. Such request by the shareholders and such notice shall state the purpose of the proposed meeting.

SECTION 3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the shareholders, shall, except as otherwise required by law, be delivered personally or mailed at least ten (10) but not more than sixty (60) days prior to the date of such meeting to each shareholder of record entitled to vote at the meeting at his or her address as it appears on the records of the Company. Any meeting may be held without notice if all of the shareholders entitled to vote thereat are present in person or by proxy at the meeting, or if notice is waived by those not so present in person or by proxy.

SECTION 4. Quorum. At every meeting of the shareholders, the holders of record of a majority of the shares entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum. The vote of the majority of such quorum shall be necessary for the transaction of any business, unless otherwise provided by law or the articles of incorporation. If the meeting cannot be organized because a quorum has not attended, those present in person or by proxy may adjourn the meeting from time to time by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally called.

SECTION 5. Voting and Proxies. Unless otherwise provided by law or the articles of incorporation, every shareholder of record entitled to vote at any meeting of shareholders shall be entitled to one vote for every share of stock standing in his or her name on the records of the Company on the record date fixed as provided in these Bylaws. In the election of directors, all votes shall be cast by ballot and the persons having the greatest number of votes shall be the directors. On matters other than election of directors, votes may be cast in such manner as the chairman of the meeting may designate.

Shareholders of record and entitled to vote may vote at any meeting held, in person or by proxy, authorized by any means permitted by the Virginia Stock Corporation Act or other applicable law.

SECTION 6. Inspectors. The Board of Directors shall annually appoint two or more persons to act as inspectors or judges at any election of directors or vote conducted by ballot at any meeting of shareholders. Such inspectors or judges of election shall take charge of the polls and after the balloting shall make a certificate of the result of the vote taken. In case of a failure to appoint inspectors, or in case an inspector shall fail to attend, or refuse or be unable to serve, the chairman of the meeting may appoint, or the shareholders may elect, an inspector or inspectors to act at such meeting. Such inspector or inspectors shall make a certificate of the result of the vote taken.

SECTION 7. Conduct of Shareholders' Meeting.

The most senior officer of the Company in attendance at shareholders' meetings shall act as chairman for the meeting or shall designate a chairman for the meeting.

The Secretary of the Company, or in his or her absence any person appointed by the chairman for the meeting, shall act as Secretary of the meeting for organization purposes.

SECTION 8. Record Date. In lieu of closing the stock transfer books, the Board of Directors, in order to make a determination of shareholders entitled to notice of or to vote at any meeting, or to receive payment of any dividends or for any other proper purpose, may fix in advance a date, but not more than seventy days in advance, as a record date for such determination, and in such case only shareholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting, or to receive payment of such dividend, or to exercise such other rights, as the case may be, notwithstanding any transfer of stock on the books of the Company after such date. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If the Board of Directors does not fix a record date as aforesaid, such date shall be as provided by law.

ARTICLE II

Board of Directors.

SECTION 1. Number, Powers, Term of Office, Quorum, Lead Director. The Board of Directors of the Company shall consist of one or more individuals as may be fixed from time to time by the Board of Directors. The Board of Directors may exercise all the powers of the Company and do all acts and things which are proper to be done by the Company which are not by law or by these Bylaws directed or required to be exercised or done by the shareholders. The members of the Board of Directors shall be elected at the annual meeting of shareholders and shall hold office until the next succeeding annual meeting, or until their successors shall be elected and shall qualify. A majority of the number of directors shall constitute a quorum for the transaction of business. The action of a majority of the directors present at any lawful meeting at which there is a quorum shall, except as otherwise provided by law or by these Bylaws, be the action of the Board.

SECTION 2. Vacancies.

If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors:

(a) the shareholders may fill the vacancy;

(b) the Board of Directors may fill the vacancy; or

(c) if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of directors remaining in office.

A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A director filling a position resulting from an increase in the number of directors shall hold office until the next annual meeting of shareholders and until his or her successor is elected and qualified.

SECTION 3. Meetings.

Regular meetings of the Board shall be held at such time and place as provided by resolution of the Board of Directors or as stated in the notice of the meeting.

Special meetings of the Board may be called by the most senior officer of the Company or by any two directors. At least two days' notice of all special meetings of the Board shall be given to each director personally by telegraphic, electronic or written notice. Any meeting may be held without notice if all of the directors are present, or if those not present waive notice of the meeting by telegram, electronic communication or in writing. Special meetings of the Board of Directors may be held within or without the Commonwealth of Virginia.

SECTION 4. Committees.

The Board of Directors may appoint such committees, standing or special, from time to time, from among their own number, or otherwise, and confer powers on such committees, and revoke such powers and terminate the existence of such committees at its pleasure.

A majority of the members of any such committee shall constitute a quorum for the purpose of fixing the time and place of its meetings, unless the Board shall otherwise provide. All action taken by any such committee shall be reported to the Board at its meeting next succeeding such action.

SECTION 5. Removal. Any director may be removed from office at any time, with or without cause, and another be elected in his or her place, by the vote of the holders of record of a majority of the outstanding shares of stock of the Company (of the class or classes by which such director was elected) entitled to vote thereon, at a special meeting of shareholders called for such purpose.

ARTICLE III

Officers.

SECTION 1. Officers. The officers of the Company shall be elected by the Board of Directors and shall consist of a Secretary and may also include a President, a Treasurer, and one or more Vice Presidents, and such other officers as the Board from time to time shall elect, with such duties as the Board shall deem necessary to conduct the business of the Company. Any officer may hold two or more offices except that the offices of President and Secretary may not be held by the same person. Officers of the Company, including the President, may be, but are not required to be, Directors.

SECTION 2. Term of Office. **Removal**. In the absence of a special contract, all officers shall hold their respective offices for one year or until their successors shall have been duly elected and qualified, but they or any of them may be removed from their respective offices on a vote by a majority of the Board.

SECTION 3. Powers and Duties. The officers of the Company shall have such powers and duties as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors.

SECTION 4. Salaries. The salaries of all executive officers of the Company shall be determined and fixed by the Board of Directors, or pursuant to such authority as the Board may from time to time prescribe.

ARTICLE IV

Indemnification of Directors and Officers.

SECTION 1. Any indemnification (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstance because the person was not finally adjudged in any threatened, pending or completed action, suit or proceeding (an "Action") to have knowingly violated criminal law or was not liable for willful misconduct in the performance of the person' s duty to the Company. In the case of any director, such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such Action; or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or (3) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed by clause (1) or (2) of this paragraph, or if such a quorum is not obtainable and such a committee cannot be designated, by majority vote of the Board of Directors, in which selection directors who are parties may participate; or (4) by vote of the shareholders, in which vote shares owned by or voted under the control of directors, officers and employees who are at the time parties to the Action may not be voted. In the case of any officer, employee, or agent other than a director, such determination may be made (i) by the Board of Directors or a committee thereof; (ii) by the most senior officer of the Company, or (iii) such other officer of the Company, not a party to such Action, as such person specified in clause (i) or (ii) of this paragraph may designate. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled hereunder to select such legal counsel.

It is the intention of the Company that the indemnification set forth in this Section 1 of Article IV, shall be applied to no less extent than the maximum indemnification permitted by law. In the event that any right to indemnification or other right hereunder may be deemed to be unenforceable or invalid, in whole or in part, such unenforceability or invalidity shall not affect any other right hereunder, or any right to the extent that is not deemed to be unenforceable. The indemnification provided herein shall be in addition to, and not exclusive of, any other rights to which those indemnified may be entitled under the articles of incorporation, any Bylaw, agreement, vote of shareholders, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of such person' s heirs, executors, and administrators.

ARTICLE V

Checks, Notes, Etc.

SECTION 1. All checks and drafts on the Company' s bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, agent or agents, as shall be thereunto authorized from time to time by the Board of Directors.

SECTION 2. Shares of stock and other interests in other corporations or associations shall be voted by such officer or officers as the Board of Directors may designate.

SECTION 3. Except as the Board of Directors shall otherwise provide, all contracts expressly approved by the Board shall be signed on behalf of the Company by an officer of the Company.

ARTICLE VI

Capital Stock.

SECTION 1. Certificates for shares. Unless otherwise authorized by the Board of Directors, the interest of each shareholder of the Company shall be evidenced by a certificate or certificates for shares of stock in such form as required by law and as the Board of Directors may from time to time prescribe. The Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The certificates of stock shall be signed by the most senior officer and the Secretary or an Assistant Secretary and sealed with the seal of the Company. Such seal may be a facsimile.

Where any such certificate is countersigned by a transfer agent other than the Company, or an employee of the Company, or is countersigned by a transfer clerk and is registered by a registrar, the signatures of the Secretary or Assistant Secretary may be facsimiles.

In case any officer who has signed, or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Company with the same effect as if such officer had not ceased to hold such office at the date of its issue.

SECTION 2. Transfer of Shares. The shares of stock of the Company shall be transferable on the books of the Company by the holders thereof in person or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures as the Company or its agents may reasonably require.

SECTION 3. Lost, Stolen or Destroyed Certificates. No certificate of stock claimed to have been lost, destroyed or stolen shall be replaced by the Company with a new certificate of stock until the holder thereof has produced evidence of such loss, destruction or theft, and has furnished indemnification to the Company and its agents to such extent and in such manner as the proper officers or the Board of Directors may from time to time prescribe.

ARTICLE VII

Corporate Records.

SECTION 1. Records. The Company shall keep such books and records as may be required by applicable law.

SECTION 2. Inspection. Shareholders of the Company shall have the right to inspect the books and records of the Company as provided by the law of the Commonwealth of Virginia.

ARTICLE VIII

Fiscal Year.

The fiscal year of the Company shall begin on the 1st day of October in each year and end on the 30th day of September following and may be adjusted from time to time by the Board of Directors.

ARTICLE IX

General Provisions.

SECTION 1. Corporate Seal. The seal of the Company shall be circular in form and there shall be inscribed thereon − WGL Holdings, Inc. − a Corporation of Virginia − 2000.

SECTION 2. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

ARTICLE X

Amendments.

SECTION 1. By the Board of Directors. The Board of Directors may amend or repeal the Company' s Bylaws except to the extent that (i) the Company' s articles of incorporation or Virginia state law reserves this power to the shareholders, or (ii) to the extent permitted under Virginia law, the shareholders in amending or repealing particular bylaws provide expressly that the Board of Directors may not amend or repeal that bylaw.

SECTION 2. By the Shareholders. These Bylaws may be amended or repealed at any regular meeting of shareholders, or at any special meeting of shareholders, provided notice of such action shall have been properly brought before such meeting in a manner provided in these Bylaws. The Company' s shareholders may amend or repeal the Company' s bylaws as provided in this Section 2 even though the bylaws may also be amended or repealed by the Board of Directors.

Exhibit 3.2

Effective July 6, 2018

WASHINGTON GAS LIGHT COMPANY
BYLAWS

ARTICLE I

Stockholders.

SECTION 1. Annual Meeting. The annual meeting of stockholders of Washington Gas Light Company (the "Company") shall be held at such time and place within or without the District of Columbia as shall be determined by the Board of Directors and as shall be stated in the notice of the meeting. The meeting shall be held for the purpose of electing directors and for the transaction of such other business as properly may come before such meeting.

SECTION 2. Special Meetings. Special meetings of stockholders may be held upon call by the Chairman of the Board, the President, the Secretary, or a majority of the Board of Directors, and shall be called by the Chairman of the Board, the President or Secretary upon the request in writing of the holders of record of not less than one-tenth of all the outstanding shares of stock entitled by its terms to vote at such meeting, at such time and at such place within or without the District of Columbia as may be fixed in the call and stated in the notice setting forth such call. Such request by the stockholders and such notice shall state the purpose of the proposed meeting.

SECTION 3. Notice of Meetings. Notice of the time, place and purpose of every meeting of the stockholders, shall, except as otherwise required by law, be delivered personally or mailed at least ten (10) but not more than sixty (60) days prior to the date of such meeting to each stockholder of record entitled to vote at the meeting at his address as it appears on the records of the Company. Any meeting may be held without notice if all of the stockholders entitled to vote thereat are present in person or by proxy at the meeting, or if notice is waived by those not so present in person or by proxy.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Company under any provision of the Virginia Stock Corporation Act (the "Virginia Act") or the Business Corporation Act of the District of Columbia (the "D.C. Act"), the articles of incorporation, or these Bylaws shall be effective if given, either by a form of electronic transmission consented to by the stockholder to whom the notice is given, or by mail. Any such consent shall be revocable by the stockholder by written notice to the Company. Any such consent shall be deemed revoked if (i) the Company is unable to deliver by electronic transmission two consecutive notices given by the Company in accordance with such consent, and (ii) such inability becomes known to the Secretary or an Assistant Secretary of the Company or to the transfer agent or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

Notice given pursuant to this Section 3 shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive

notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; or (4) if by any other form of electronic transmission, when directed to the stockholder. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Company that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process. If mailed, notice is given three (3) days after deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the Company.

Except as otherwise prohibited under the Virginia Act or D.C. Act and without limiting the manner by which notice otherwise may be given to stockholders, any notice to stockholders given by the Company under any provision of the Virginia Act or D.C. Act, the articles of incorporation or these Bylaws may be given by a single written notice to stockholders who share an address if consented to by the stockholders at the address to whom such notice is given. Such consent shall have been deemed to have been given if a stockholder fails to object in writing to the Company within sixty (60) days of having been given written notice by the Company of its intention to send the single notice in accordance with this paragraph. Any such consent shall be revocable by the stockholders by written notice to the Company.

SECTION 4. Quorum. At every meeting of the stockholders, the holders of record of a majority of the shares entitled to vote at the meeting, represented in person or by proxy, shall constitute a quorum. The vote of the majority of such quorum shall be necessary for the transaction of any business, unless otherwise provided by law or the articles of incorporation. If the meeting cannot be organized because a quorum has not attended, those present in person or by proxy may adjourn the meeting from time to time by vote of the holders of a majority of the shares represented thereat, but no other business shall be transacted at such meeting. At such adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally called.

SECTION 5. Voting. Unless otherwise provided by law or the articles of incorporation, every stockholder of record entitled to vote at any meeting of stockholders shall be entitled to one vote for every share of stock standing in the stockholder' s name on the records of the Company on the record date fixed as provided in these Bylaws. In the election of directors, all votes shall be cast by ballot and the persons having the greatest number of votes shall be the directors. On matters other than election of directors, votes may be cast in such manner as the Chairman of the meeting may designate.

SECTION 6. Inspectors. The Board of Directors shall annually appoint two or more persons to act as inspectors or judges at any election of directors or vote conducted by ballot at any meeting of stockholders. Such inspectors or judges of election shall take charge of the polls and after the balloting shall make a certificate of the result of the vote taken. In case of a failure to appoint inspectors, or in case an inspector shall fail to attend, or refuse or be unable to serve, the Chairman of the meeting may appoint, or the stockholders may elect, an inspector or inspectors to act at such meeting. Such inspector or inspectors shall make a certificate of the result of the vote taken.

SECTION 7. Conduct of Stockholders' Meeting. The following persons, in the order named, shall be named chair of the stockholders' meeting and shall be entitled to call the meeting to order: (1) the Chairman of the Board, (2) the President of the Company, or (3) a Vice President of the Company. The chair shall determine the order of business and may establish rules for the conduct of the meeting. The Secretary of the Company, or in his or her absence any person appointed by the Chairman, shall act as Secretary of the meeting for organization purposes.

SECTION 8. Record Date. In lieu of closing the stock transfer books, the Board of Directors, in order to make a determination of stockholders entitled to notice of or to vote at any meeting, or to receive payment of any dividends or for any other proper purpose, may fix in advance a date, but not more than seventy (70) days in advance, as a record date for such determination, and in such case only stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting, or to receive payment of such dividend, or to exercise such other rights, as the case may be, notwithstanding any transfer of stock on the books of the Company after such date. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If the Board of Directors does not fix a record date as aforesaid, such date shall be as provided by law.

SECTION 9. Notice of Business. At any meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Company who is a stockholder of record at the time of giving of the notice as provided for in this Section 9, who shall be entitled to vote at such meeting and who complies with the following procedures:

Requirement of Timely Notice. At any meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before a meeting, business must be: (1) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors, (2) otherwise properly brought before the meeting by or at the direction of the Board of Directors, or (3) otherwise properly brought before the meeting by a stockholder. The foregoing clause (3) shall be the exclusive means for a stockholder to propose business at an annual meeting of stockholders. In addition to any other applicable requirements for business to be properly brought before a meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary. To be

timely, a stockholder' s notice must be delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than sixty (60) days prior to the scheduled date of the meeting; provided, however, if no notice is given and no public announcement is made to the stockholders regarding the date of the meeting at least 75 days prior to the meeting, the stockholder' s notice shall be valid if delivered to or mailed and received by the Secretary at the principal executive office of the Company not more than fifteen (15) days following the day on which the notice or public announcement of the date of the meeting was given or made.

In the case of a special meeting, to be timely, a stockholder' s notice to the secretary must be so received at the principal executive offices of the Company not later than the close of business on the tenth (10th) day following the day on which such notice of the date of the special meeting was mailed or such public disclosure of the date of the special meeting was made, whichever first occurs. In no event shall any postponement, deferral or adjournment of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of timely notice as described above.

Contents of Notice. Other than with respect to stockholder proposals relating to director nomination(s), which requirements are set forth in Section 2 of Article II, a stockholder' s notice to the Secretary shall set forth as to each item of business that the stockholder proposes to bring before the meeting: (1) a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and, in the event that such business includes a proposal to amend either the articles of incorporation or these Bylaws, the language of the proposed amendment, (2) the name and record address, as they appear on the Company' s books, of the stockholder proposing such business, (3) the class and number of shares of capital stock of the Company that are beneficially owned by such stockholder, (4) any material interest (financial or other) of such stockholder in such business, and (5) whether and the extent to which such stockholder or Stockholder Associated Person (as defined below) has direct or indirect beneficial ownership of any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Company, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Company or otherwise, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Company (a "Derivative Instrument"), if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder' s immediate family sharing the same household (which information shall be supplemented as of the record date by such stockholder and beneficial owner, if any, and delivered to and received by the Secretary not later than ten (10) days after the record date for the meeting). For purposes of this Section 9 and Section 2 of Article II, "Stockholder Associated Person" of any stockholder shall mean: (i) any person controlling or controlled by, directly or indirectly, or acting in concert with, such stockholder, (ii) any beneficial owner of shares of stock of the Company owned of record or beneficially by such stockholder and (iii) any person controlling, controlled by or under common control with such Stockholder Associated Person.

Updates and Supplements to Notices. Any stockholder providing notice under this Section 9 shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 9 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any postponement, deferral or adjournment thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Company not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to any postponement, deferral or adjournment thereof) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any postponement, deferral or adjournment thereof).

Compliance with Bylaws. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a stockholders' meeting except in accordance with the procedures set forth in this Section 9. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that the business was not properly brought before the meeting and in accordance with the provisions of these Bylaws, and if he should so determine, he shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted at the meeting. Notwithstanding the foregoing provisions of this Section 9, a stockholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended (the Exchange Act), and the rules and regulations thereunder with respect to the matters set forth in this Section 9.

Effective Date of Stockholder Business. Notwithstanding anything in these Bylaws to the contrary, no business brought before a meeting of the stockholders by a stockholder shall become effective until the final termination of any proceeding which may have been commenced in any court of competent jurisdiction for an adjudication of any legal issues incident to determining the validity of such business and the procedure pursuant to which it was brought before the stockholders, unless and until such court shall have determined that such proceedings are not being pursued expeditiously and in good faith.

ARTICLE II

Board of Directors.

SECTION 1. Number, Powers, Term of Office, Quorum, Lead Director. The Board of Directors of the Company shall consist of seven persons. The Board of Directors may exercise all the powers of the Company and do all acts and things which are proper to be done by the Company which are not by law or by these Bylaws directed or required to be exercised or done by the stockholders. The members of the Board of Directors shall be elected at the annual meeting of stockholders and shall hold office until the next succeeding annual meeting, or until their successors shall be elected and shall qualify. A majority of the number of directors fixed by the Bylaws shall constitute a quorum for the transaction of business. The action of a majority of the directors present at any lawful meeting at which there is a quorum shall, except as otherwise provided by law or by these Bylaws, be the action of the Board.

SECTION 2. Election. Except as provided in Section 3 of Article II, directors shall be elected by the stockholders of the Company pursuant to the procedures enumerated below:

Eligible Persons. In addition to any other applicable requirements, only persons who are nominated in accordance with the following procedures shall be eligible for election by the stockholders as directors of the Company.

Nominations. Nominations of persons for election as directors of the Company may be made at a meeting of stockholders (1) by or at the direction of the Board of Directors, (2) by any nominating committee or person appointed by the Board of Directors or (3) by any stockholder of the Company entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 2.

Nomination by Directors or Nominating Committee. Nominations made by or at the direction of the Board of Directors or the nominating committee or person appointed by the Board of Directors may be made at any time prior to the stockholders' meeting. The Board of Directors must send notice of nominations to the stockholders together with the notice of the meeting of the stockholders; provided, however, if the nominations are made after the notice of the meeting has been mailed, the Board of Directors must send notice of its nominations to the stockholders as soon as practicable.

Nomination by Stockholders. Nominations, other than those made by or at the direction of the Board of Directors or the nominating committee or person appointed by the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary, which shall be the exclusive means for a stockholder to make nominations. In order for a stockholder to nominate a candidate to the Board of Directors at an annual or special meeting, he or she must comply with the procedures set forth in this Section 2; provided, however, that the stockholder must also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect

to the matters set forth in these Bylaws. To be timely, a stockholder' s notice must be delivered to or mailed and received by the Secretary at the principal executive office of the Company not less than sixty (60) days prior to the scheduled date of the meeting; provided, however, if no notice is given and no public announcement is made to the stockholders regarding the date of the meeting at least 75 days prior to the meeting, the stockholder' s notice shall be valid if delivered to or mailed and received by the Secretary at the principal executive office of the Company not more than fifteen (15) days following the day on which the notice or public announcement of the date of the meeting was given or made. In no event shall any postponements, deferrals or adjournments of an annual meeting or special meeting or the announcement thereof commence a new time period for the giving of a stockholder' s notice as described above.

Contents of Notice. Nominations, other than those made by or at the direction of the Board of Directors or the nominating committee or person appointed by the Board of Directors, shall set forth:

(1) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (a) the name, age, business address and residential address of the person, (b) the principal occupation or employment of the person (c) the class and number of shares of capital stock of the Company that are beneficially owned by the person, (d) written consent by the person, agreeing to serve as director if elected, (e) a description of all arrangements or understandings between the person and the stockholder regarding the nomination, (f) a description of all arrangements or understandings between the person and any other person or persons (naming such persons) regarding the nomination, (g) all information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Exchange Act, and (h) such other information as the Company may reasonably request to determine the eligibility of such proposed nominee to serve as director of the Company;

(2) as to the stockholder giving the notice, (a) the name, business address and residential address of the stockholder giving the notice, (b) the class and number of shares of capital stock of the Company that are beneficially owned by such stockholder, (c) a description of all arrangements or understandings between the stockholder and the nominee regarding the nomination, and (d) a description of all arrangements or understandings between the stockholder and any other person or persons (naming such persons) regarding the nomination; and

(3) as to the stockholder giving the notice and any Stockholder Associated Person (as defined in Section 9 of Article I), whether and to the extent to which any Derivative Instrument (as defined in Section 9 of Article I) is directly or indirectly beneficially owned, as of the date of such notice, including without limitation any such interests held by members of such stockholder' s immediate family sharing the same household (which information shall be supplemented as of the record date by such stockholder and beneficial owner, if any, and delivered to and received by the Secretary not later than ten (10) days after the record date for the meeting).

Updates and Supplements to Notices. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company. Any stockholder providing notice under this Section 2 shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2 shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any postponement, deferral or adjournment thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Company not later than five (5) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date), and not later than eight (8) business days prior to the date for the meeting, if practicable (or, if not practicable, on the first practicable date prior to any postponement, deferral or adjournment thereof) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any postponement, deferral or adjournment thereof).

Compliance with Bylaws. No person shall be eligible for election by the stockholders as a director of the Company unless nominated in accordance with the procedures set forth in this Section 2 of the Bylaws. The Chairman of the Board of Directors shall, if the facts warrant, determine and declare prior to the meeting of stockholders that the nomination was not made in accordance with the foregoing procedure, and if he should so determine, he shall so inform the nominee and the stockholder who nominated the nominee as soon as practicable and the defective nomination shall be disregarded.

Effective Date of Election of Director. Notwithstanding anything in these Bylaws to the contrary, no election of a director nominated by a stockholder shall become effective until the final termination of any proceeding which may have been commenced in any court of competent jurisdiction for an adjudication of any legal issues incident to determining the procedure pursuant to which the nomination of such director was brought before the stockholders, unless and until such court shall have determined that such proceedings are not being pursued expeditiously and in good faith.

SECTION 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors:

(a) the stockholders may fill the vacancy;

(b) the Board of Directors may fill the vacancy; or

(c) if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of directors remaining in office.

A vacancy that will occur at a specific later date, by reason of a resignation effective at a later date, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. A director filling a position resulting from an increase in the number of directors shall hold office until the next annual meeting of stockholders and until his or her successor is elected and qualified.

SECTION 4. Meetings. Regular meetings of the Board shall be held at the office of the Company in the District of Columbia at times fixed by resolution of the Board of Directors. Notice of such meetings need not be given.

Special meetings of the Board may be called by the Chairman of the Board, the President of the Company or by any two directors. The Chairman of the Board may call meetings of the independent directors, who shall not be employees of the Company. At least two days' notice of all special meetings of the Board shall be given to each director personally by telegraphic or written notice. Any meeting may be held without notice if all of the directors are present, or if those not present waive notice of the meeting by telegram or in writing. Special meetings of the Board of Directors may be held within or without the District of Columbia.

SECTION 5. Committees. The Board of Directors may appoint such committees, standing or special, from time to time, from among their own number, or otherwise, and confer powers on such committees, and revoke such powers and terminate the existence of such committees at its pleasure.

A majority of the members of any such committee shall constitute a quorum for the purpose of fixing the time and place of its meetings, unless the Board shall otherwise provide. All action taken by any such committee shall be reported to the Board at its meeting next succeeding such action.

SECTION 6. Removal. Any directors may be removed from office at any time, with or without cause, and another be elected in his place, by the vote of the holders of record of a majority of the outstanding shares of stock of the Company (of the class or classes by which such director was elected) entitled to vote thereon, at a special meeting of stockholders called for such purpose.

ARTICLE III

Officers.

SECTION 1. Officers. The officers of the Company shall be elected by the Board of Directors and shall consist of a President, a Secretary, a Treasurer, and one or more Vice Presidents, and such other officers as the Board from time to time shall elect, with such duties as

the Board shall deem necessary to conduct the business of the Company. Any officer may hold two or more offices except that the offices of President and Secretary may not be held by the same person. Officers of the Company, including the President, may be, but are not required to be, Directors.

SECTION 2. Term of Office; Removal. In the absence of a special contract, all officers shall hold their respective offices for one year or until their successors shall have been duly elected and qualified, but they or any of them may be removed from their respective offices on a vote by a majority of the Board.

SECTION 3. Powers and Duties. The officers of the Company shall have such powers and duties as generally pertain to their offices, respectively, as well as such powers and duties as from time to time shall be conferred by the Board of Directors. In the absence of the Chairman of the Board, if any, and provided a quorum is present, the senior member of the Board present, in terms of service on the Board, shall serve as Chairman pro tem of the meeting.

SECTION 4. Salaries. The salaries of all executive officers of the Company shall be determined and fixed by the Board of Directors, or pursuant to such authority as the Board may from time to time prescribe.

ARTICLE III-A

Indemnification of Directors and Officers.

SECTION 1. With respect to a Company officer, director, or employee, the Company shall indemnify, and with respect to any other individual the Company may indemnify, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (an "Action"), whether civil, criminal, administrative, arbitrative or investigative (including an action by or in the right of the Company) by reason of the fact the person is or was a director, officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such Action; except in relation to matters as to which the person shall be finally adjudged in such Action to have knowingly violated the criminal law or be liable for willful misconduct in the performance of the person' s duty to the Company. The termination of any Action by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person was guilty of willful misconduct.

Any indemnification (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the director, officer,

employee or agent is proper in the circumstance because the person has met the applicable standard of conduct set forth above. In the case of any director, such determination shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such Action; or (2) if such a quorum is not obtainable, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate) consisting solely of two or more directors not at the time parties to the proceeding; or (3) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed by clause (1) or (2) of this paragraph, or if such a quorum is not obtain- able and such a committee cannot be designated, by majority vote of the Board of Directors, in which selection directors who are parties may participate; or (4) by vote of the stockholders, in which vote shares owned by or voted under the control of directors, officers and employees who are at the time parties to the Action may not be voted. In the case of any officer, employee, or agent other than a director, such determination may be made (i) by the Board of Directors or a committee thereof; (ii) by the Chairman of the Board of the Company or, if the Chairman is a party to such Action, the President of the Company, or (iii) such other officer of the Company, not a party to such Action, as such person specified in clause (i) or (ii) of this paragraph may designate. Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled hereunder to select such legal counsel.

Expenses incurred in defending an Action for which indemnification may be available hereunder shall be paid by the Company in advance of the final disposition of such Action as authorized in the manner provided in the preceding paragraph, subject to execution by the person being indemnified of a written undertaking to repay such amount if and to the extent that it shall ultimately be determined by a court that such indemnification by the Company is not permitted under applicable law.

It is the intention of the Company that the indemnification set forth in this Section of Article III-A, shall be applied to no less extent than the maximum indemnification permitted by law. In the event that any right to indemnification or other right hereunder may be deemed to be unenforceable or invalid, in whole or in part, such unenforceability or invalidity shall not affect any other right hereunder, or any right to the extent that is not deemed to be unenforceable. The indemnification provided herein shall be in addition to, and not exclusive of, any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders, or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of such person’ s heirs, executors, and administrators.

SECTION 2. In any proceeding brought by a stockholder in the right of the Company or brought by or on behalf of the stockholders of the Company, no monetary damages shall be assessed against an officer or director. The liability of an officer or director shall not be limited as provided in this section if the officer or director engaged in willful misconduct or a knowing violation of the criminal law or of any federal or state securities law.

ARTICLE IV

Checks, Notes, Etc.

SECTION 1. All checks and drafts on the Company' s bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, agent or agents, as shall be thereunto authorized from time to time by the Board of Directors.

SECTION 2. Shares of stock and other interests in other corporations or associations shall be voted by such officer or officers as the Board of Directors may designate.

SECTION 3. Except as the Board of Directors shall otherwise provide, all contracts expressly approved by the Board shall be signed on behalf of the Company by the President or a Vice President.

ARTICLE V

Capital Stock.

SECTION 1. Certificates for Shares. Unless otherwise authorized by the Board of Directors, the interest of each stockholder of the Company shall be evidenced by a certificate or certificates for shares of stock in such form as required by law and as the Board of Directors may from time to time prescribe. The Board of Directors may authorize the issue of some or all of the shares of any or all of its classes or series without certificates. The certificates of stock shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and sealed with the seal of the Company. Such seal may be a facsimile.

Where any such certificate is countersigned by a transfer agent other than the Company, or an employee of the Company, or is countersigned by a transfer clerk and is registered by a registrar, the signatures of the President or Vice President and the Secretary or Assistant Secretary may be facsimiles.

In case any officer who has signed, or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may nevertheless be issued by the Company with the same effect as if such officer had not ceased to hold such office at the date of its issue.

SECTION 2. Transfer of Shares. The shares of stock of the Company shall be transferable on the books of the Company by the holders thereof in person or by duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures as the Company or its agents may reasonably require.

SECTION 3. Lost, Stolen or Destroyed Certificates. No certificate of stock claimed to have been lost, destroyed or stolen shall be replaced by the Company with a new certificate of stock until the holder thereof has produced evidence of such loss, destruction or theft, and has furnished indemnification to the Company and its agents to such extent and in such manner as the proper officers or the Board of Directors may from time to time prescribe.

ARTICLE VI

Corporate Records.

SECTION 1. Where Kept. The books, records and papers belonging to the business of the Company, and the corporate seal, shall be kept at the office of the Company in the District of Columbia.

SECTION 2. Inspection. Any stockholder or stockholders, who shall have been such for at least six months, or who shall be the direct or indirect holder of at least five percent of all the outstanding shares of stock of the Company, desiring to inspect the books or records of the Company, shall present to the Board of Directors an application for such inspection, specifying the particular books or records to be inspected and the purpose for which such inspection is desired. If, upon such application, the Board of Directors or Executive Committee deems such inspection is sought for a legitimate purpose connected with the interest of the applicant as a stockholder of the Company, such application shall be granted and a time and place for the inspection shall be specified. The stock and transfer books of the Company shall at all times, during business hours, be open to the inspection of stockholders. The Board of Directors shall have the power from time to time to establish general regulations conferring upon stockholders such further rights with respect to inspection of books and records of the Company as the Board shall deem proper.

ARTICLE VII

Fiscal Year.

The fiscal year of the Company shall begin on the 1st day of October in each year and shall end on the 30th day of September following and may be adjusted from time to time by the Board of Directors.

ARTICLE VIII

General Provisions.

SECTION 1. Corporate Seal. The seal of the Company shall be circular in form and there shall be inscribed thereon − Washington Gas Light Company − a Corporation of the District of Columbia and Virginia − Originally Chartered by Congress in 1848.

SECTION 2. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

ARTICLE IX

Amendments.

SECTION 1. By the Board of Directors. The Board of Directors shall have power to make and alter (unless the stockholders shall in any particular instance have otherwise prescribed) any Bylaws of the Company. Such action may be taken at any meeting of the Board by the affirmative vote of a majority of the total number of directors, provided that notice of the proposed change shall have been given to all directors prior to the meeting, or that all of the directors shall be present at the meeting.

SECTION 2. By the Stockholders. Any Bylaws made or altered by the Board of Directors may be altered or repealed at any regular meeting of the stockholders, or at any special meeting of the stockholders, provided notice of such action shall have been properly brought before such meeting in a manner provided in these Bylaws.

Exhibit 10.1

Execution Version

STOCKHOLDER AGREEMENT

THIS STOCKHOLDER AGREEMENT (this "Agreement"), dated as of July 6, 2018, is made by and between Washington Gas Light Company, a Virginia and District of Columbia corporation (the "Company"), and Wrangler SPE LLC, a Delaware limited liability company and a wholly-owned subsidiary of WGL ("Common Stockholder"). The Company, the Common Stockholder and any other Stockholders (as defined herein) may be referred to herein each as a "Party" and together as the "Parties."

RECITALS

WHEREAS, on July 6, 2018, pursuant to that certain Agreement and Plan of Merger among WGL Holdings, Inc., a Virginia corporation ("WGL"), AltaGas Ltd., a Canadian corporation ("Parent"), and Wrangler Inc., a Virginia corporation and an indirect wholly-owned subsidiary of Parent ("Merger Sub), Merger Sub merged (the "Merger") with and into WGL, with WGL as the surviving corporation and becoming an indirect wholly-owned subsidiary of Parent; and

WHEREAS, on July 6, 2018, WGL transferred all of the outstanding shares of common stock, $1.00 par value, of the Company (the "Common Stock"), to the Common Stockholder, and, as a result of which, the Common Stockholder owns all of the outstanding Common Stock as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Additional Ring Fencing Requirements" shall mean the requirements set forth on Annex A to this Agreement.

"Affiliate" shall mean, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, another Person. The term "control" and its derivatives with respect to any Person mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; *provided* that (x) no Stockholder shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Agreement and (y) the Golden Share Member and the Independent Manager (each as defined in the Amended and Restated Limited Liability Company Agreement of the Common Stockholder, dated as of July 6, 2018) shall not be deemed an Affiliate of the Common Stockholder or any of its Affiliates.

"Agreement" shall have the meaning set forth in the preamble.

"AltaGas" shall mean, collectively, the Common Stockholder (so long as such Person is a Stockholder hereunder) and each of its Affiliates that is or becomes a Stockholder hereunder.

"AltaGas Designees" shall have the meaning set forth in Section 3.1(a).

"AltaGas Chief Executive Officer" shall mean the chief executive officer of Parent.

"beneficial ownership," including the correlative term "beneficially own," shall have the meaning ascribed to such term in Section 13(d) of the Securities Exchange Act of 1934.

"Business Day" shall mean any day which is not a Saturday, Sunday or other day on which the U.S. Securities and Exchange Commission or banks in the City of New York, the City of Toronto or the City of Calgary are authorized or required to be closed.

"Company Board" shall mean the board of directors of the Company.

"Company Chief Executive Officer" shall mean the chief executive officer of the Company.

"Common Stockholder" shall have the meaning set forth in the preamble.

"Common Stock" shall have the meaning set forth in the Recitals.

"Company" shall have the meaning set forth in the preamble.

"Company Charter" shall mean that certain Charter of the Company, as amended.

"DC Merger Commitments" shall mean the Merger Commitments issued by the Public Service Commission of the District of Columbia in its order approving the Merger dated June 29, 2019 and adopted by the Applicants and the Settling Parties on July 2, 2018.

"e-mail" shall have the meaning set forth in Section 5.6.

"Governmental Entity" shall mean any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Independent Director" shall mean an individual who satisfies the definition of "independent director" under the rules and regulations of the New York Stock Exchange (or any successor thereto) and does not have any other relationship with Parent or any of its Affiliates that a majority of either the Company Board or the board of directors of Parent determines would impact the independence of the individual from the management of Parent and its Affiliates; *provided*, *however*, a person may still be deemed to be an Independent Director, notwithstanding the fact that such person serves as a member of the board of directors of the Parent and/or WGL.

"Law" shall mean any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree, or other official act of or by any Governmental Entity.

"Material Action" shall mean (a) to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company' s inability to pay its debts generally as they become due; or (b) to dissolve or to cause the dissolution of the Company.

"MD Merger Commitments" shall mean the conditions set forth in Appendix A to Order No. 88631 issued by the Maryland Public Service Commission approving the Merger.

"Merger" shall have the meaning set forth in the recitals.

"Merger Commitments" shall mean, collectively, the DC Merger Commitments, the MD Merger Commitments, and the VA Merger Commitments.

"Merger Sub" shall have the meaning set forth in the recitals.

"Necessary Action" shall mean, with respect to any Party and a specified result, all actions (to the extent such actions are permitted by Law and within such Party' s control) necessary to cause such result, including (i) voting or providing a written consent or proxy with respect to the shares of Common Stock, (ii) causing the adoption of stockholders' resolutions and amendments to the organizational documents of the Company, (iii) executing agreements and instruments, and (iv) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result.

"Non-Ring Fenced Affiliates" shall mean, collectively, Parent, WGL and their respective Affiliates other than the Company and the Common Stockholder.

"Parent" shall have the meaning set forth in the recitals.

"Party" and "Parties" shall have the meaning set forth in the introductory paragraph herein.

"Person" shall mean any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, Governmental Entity or any other entity.

"Stockholder" shall mean any holder of Common Stock that is or becomes a party to this Agreement from time to time in accordance with the provisions hereof.

"VA Merger Commitments" shall mean the AltaGas/WGL Commitment List submitted to the State Corporation Commission of the Commonwealth of Virginia as part of the Joint Petition submitted by the Company, WGL and the Parent with the State Corporation Commission of the Commonwealth of Virginia seeking the approval of the Merger.

"WGL" shall have the meaning set forth in the recitals.

Section 1.2 Construction. The rules of construction set forth in this Section 1.2 shall apply to the interpretation of this Agreement. All references in this Agreement to Annexes, Articles, Sections, subsections, and other subdivisions of or to this Agreement refer to the corresponding Annexes, Articles, Sections, subsections, and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections, and other subdivisions of or to this Agreement are for convenience only, do not constitute any part of this Agreement, and shall be disregarded in construing the language hereof. The words "this Agreement," "herein," "hereby," "hereunder," and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section, subsection, or other subdivision of or to this Agreement unless expressly so limited. The words "this Article," "this Section," and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. Wherever the word "including" (in its various forms) is used in this Agreement, it shall be deemed to be followed by the words "without limiting the foregoing in any respect." Unless expressly provided to the contrary, if a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "shall" and "will" have the equal force and effect. Pronouns in masculine, feminine, or neuter genders shall be construed to state and include any other gender, and words, terms, and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Reference herein to any federal, state, local, or foreign Law shall be deemed to also refer to all rules and regulations promulgated thereunder, unless the context requires otherwise, and reference herein to any agreement, instrument, or Law means such agreement, instrument, or Law as from time to time amended, modified, or supplemented, including, in the case of agreements or instruments, by waiver or consent and, in the case of Laws, by succession of comparable successor Laws.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants to each other Party to this Agreement that as of the date such Party executes this Agreement:

Section 2.1 Existence; Authority; Enforceability. Such Party has the power and authority to enter into this Agreement and to carry out its obligations hereunder. Such Party is duly organized and validly existing under the Laws of its respective jurisdiction of organization, and the execution of this Agreement, and the consummation of the transactions contemplated herein, have been authorized by all necessary action, and no other act or proceeding on its part is necessary to authorize the execution of this Agreement or the consummation of any of the transactions contemplated hereby. This Agreement has been duly executed by it and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

Section 2.2 Absence of Conflicts. The execution and delivery by such Party of this Agreement and the performance of its obligations hereunder does not and will not (a) conflict with, or result in the breach of any provision of the constitutive documents of such Party; (b) result in any violation, breach, conflict, default or event of default (or an event which with notice, lapse of time, or both, would constitute a default or event of default), or give rise to any right of acceleration or termination or any additional payment obligation, under the terms of any contract, agreement or permit to which such Party is a party or by which such Party' s assets or operations are bound or affected; or (c) violate any Law applicable to such Party.

Section 2.3 Consents. Other than any consents which have already been obtained, no consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Party in connection with (a) the execution, delivery or performance of this Agreement or (b) the consummation of any of the transactions contemplated herein.

ARTICLE III
GOVERNANCE

Section 3.1 Company Board.

(a) Composition of the Company Board. The Stockholders and the Company shall take all Necessary Action to cause the Company Board to now and hereafter be comprised of seven directors, (A) one of whom shall be the Company Chief Executive Officer, initially Adrian P. Chapman, or any other person designated by the Company Chief Executive Officer who is an executive officer of the Company, (B) one of whom shall be the AltaGas Chief Executive Officer, initially David M. Harris, or any other person designated by the AltaGas Chief Executive Officer who is an executive officer of AltaGas, (C) four of whom shall be Independent Directors, who shall be designated by AltaGas and who may include up to three Independent Directors serving on the Board of Directors of WGL; and (D) one of whom shall be a director (which may be a non-Independent Director) designated by AltaGas (such director, together with the directors referred to in subclause (C), the "AltaGas Designees"). In the event that a new Company Chief Executive Officer and/or AltaGas Chief Executive Officer is appointed, the Stockholders and the Company shall also take all Necessary Action to cause the new Company Chief Executive Officer (or any other person designated by the Company Chief Executive Officer who is an executive officer of the Company) and/or AltaGas Chief Executive Officer to replace their respective predecessors on the Company Board (or any other person designated by the AltaGas Chief Executive Officer who is an executive officer of AltaGas).

(b) Nominations of New Directors. With respect to the slate of nominees recommended by the Company Board for election as directors at each applicable annual or special meeting of stockholders at which directors are to be elected, the Company and the Stockholders shall take all Necessary Action to include in such slate individuals who satisfy the criteria set forth in Section 3.1(a).

(c) Removal; Vacancies. Subject to the Company Charter, (i) AltaGas shall have the exclusive right to remove the AltaGas Designees from the Company Board (including any committees thereof), and the Company and AltaGas shall take all Necessary Action to cause the removal of any such AltaGas Designee at the request of AltaGas and (ii) AltaGas shall have the exclusive right to designate directors for election to the Company Board to fill vacancies created by reason of death, removal or resignation of the AltaGas Designees to the Company Board (including any committees thereof), and the Company and the Stockholders shall take all Necessary Action to cause any such vacancies to be filled by replacement directors designated by AltaGas as promptly as reasonably practicable, provided that any such replacement directors shall satisfy the applicable criteria set forth in Section 3.1(a).

(d) Size of Company Board. The Company and the Stockholders will take all Necessary Action to ensure that the number of directors serving on the Company Board shall be seven directors in accordance with the criteria set forth in Section 3.1(a).

Section 3.2 Voting Agreement. Each of the Company and the Stockholders agrees not to take any actions that would interfere with the intention of the Parties with respect to the composition of the Company Board as herein stated. Each Stockholder agrees to cast all votes to which it is entitled in respect of its shares of Common Stock, whether at any annual or special meeting, by written consent or otherwise, so as to cause to be elected to the Company Board those individuals designated or nominated in accordance with this Article III and to otherwise effect the intent of this Article III.

ARTICLE IV
MATERIAL ACTIONS; COMPLIANCE WITH MERGER COMMITMENTS

The Company agrees that (a) it shall not take any Material Action without the unanimous prior written consent of all of the Stockholders and the unanimous prior written consent of the Company Board and (b) it shall at all times comply with (i) the provisions of the Merger Commitments; (ii) any other ring fencing or separateness requirements imposed by the Company' s regulators; and (iii) the Additional Ring Fencing Requirements.

ARTICLE V
GENERAL PROVISIONS

Section 5.1 Assignment; Benefit. The rights and obligations hereunder shall not be assignable without the prior written consent of the other Parties except as provided in Section 5.11. Any such assignee may not again assign those rights, other than in accordance with this Article V. Any attempted assignment of rights or obligations in violation of this Article V shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns, and there shall be no third-party beneficiaries to this Agreement.

Section 5.2 Termination. This Agreement shall terminate automatically (without any action by any Party) upon the time at which (1) Common Stockholder is dissolved in accordance with applicable Law or (2) AltaGas ceases to beneficially own a majority of the outstanding Common Stock; *provided*, that the provisions in this Article V shall survive such termination.

Section 5.3 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 5.4 Entire Agreement; Amendment.

(a) This Agreement sets forth the entire understanding and agreement between the Parties with respect to the transactions contemplated herein and supersedes and replaces any prior understanding, agreement or statement of intent, in each case written or oral, of any kind and every nature with respect hereto. No provision of this Agreement may be amended, modified or waived in whole or in part at any time without the express written consent of the Company Board, for and on behalf of the Company, and each of the Stockholders.

(b) No waiver of any breach of any of the terms of this Agreement shall be effective unless such waiver is expressly made in writing and executed and delivered by the party against whom such waiver is claimed. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of

such breach or as a waiver of any other or subsequent breach. Except as otherwise expressly provided herein, no failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder, or otherwise available in respect hereof at law or in equity, shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. Any signature hereto delivered by a Party by facsimile or other electronic transmission shall be deemed an original signature hereto. No Party shall be bound until such time as all of the Parties have executed counterparts of this Agreement.

Section 5.6 Notices. Any notice or communication to any party hereunder shall be in writing and shall be deemed to be given and received (a) upon receipt if delivered by hand or nationally recognized overnight courier service, (b) upon receipt of an appropriate electronic answerback or confirmation when delivered by fax (to such number specified below or another number or numbers as such Person may subsequently designate by notice given hereunder), (c) upon receipt of electronic mail ("e-mail") (but only if confirmation of receipt of such e-mail is requested and received) or (d) two (2) Business Days after the date of mailing by registered or certified mail (return receipt requested), postage prepaid, to the address below or to such other address or addresses as such Person may hereafter designate by notice given hereunder:

if to the Company, to:

Washington Gas Light Company
101 Constitution Avenue, N.W.
Washington, D.C. 20080
Attention: Vince Ammann – Executive Vice President, Chief Financial Officer
Fax: (202) 842-2880
E-mail: VincentAmmann@washgas.com

if to AltaGas, to:

AltaGas Ltd.
1700, 355 – 4th Ave. S.W.
Calgary, AB
Canada T2P 0J1
Attention: Chief Executive Officer; General Counsel
Fax: (403) 691-7508
E-mail: CEO@altagas.ca; GC@altagas.ca

Section 5.7 Governing Law. THIS AGREEMENT AND ANY RELATED DISPUTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

Section 5.8 Jurisdiction. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE STATE OF DELAWARE OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFORE) THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. ANY ACTIONS OR PROCEEDINGS TO ENFORCE A JUDGMENT ISSUED BY ONE OF THE FOREGOING COURTS MAY BE ENFORCED IN ANY JURISDICTION.

Section 5.9 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH STOCKHOLDER WAIVES, AND COVENANTS THAT SUCH PARTY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH THE DEALINGS OF ANY STOCKHOLDER OR THE COMPANY IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE. The Company or any Stockholder may file an original counterpart or a copy of this Section 5.9 with any court as written evidence of the consent of the Stockholders to the waiver of their rights to trial by jury.

Section 5.10 Specific Performance. Each Party hereby acknowledges and agrees that the rights of each Party to consummate the transactions contemplated hereby are special, unique, and of extraordinary character and that, if any Party violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Party may be without an adequate remedy at Law. If any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein to be performed, the non-breaching Party, subject to the terms hereof and in addition to any remedy at Law for damages or other relief permitted under this Agreement, may institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief, without the necessity of proving actual damages or posting of a bond.

Section 5.11 Subsequent Transfer of Shares. Each Stockholder shall be permitted to transfer shares of Common Stock to any Affiliate of such Stockholder following notice of such transfer to the Company and if at the time of and as a condition to such transfer, such Affiliate agrees in writing to become a party to this Agreement, whereupon such transferee shall be treated as a Stockholder (with the same rights and obligations as its transferring Stockholder) for all purposes of this Agreement. Any Common Stock of the Company acquired subsequent to the date hereof by a Stockholder shall be subject to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

WASHINGTON GAS LIGHT COMPANY

By: /s/ Vincent L. Ammann, Jr.
Name: Vincent L. Ammann, Jr.
Title: Executive Vice President and Chief Financial Officer

WRANGLER SPE LLC

By: /s/ Vincent L. Ammann, Jr.
Name: Vincent L. Ammann, Jr.
Title: Executive Vice President and Chief Financial Officer

ANNEX A
ADDITIONAL RING FENCING REQUIREMENTS

The Company shall at all times comply with the Additional Ring Fencing Requirements set forth below.

(a) Existence. The Company shall maintain (i) its existence and good standing under the laws of its jurisdictions of organization; and (ii) its authority to do business as a foreign entity in each jurisdiction where the nature of its activities makes such authorization necessary.

(b) Capital. The Company shall maintain adequate capital in light of its contemplated business purposes, transactions and liabilities, provided however, the foregoing shall not require any shareholder to make any additional capital contributions to the Company.

(c) Separate Entity; Compliance with Formalities. At all times, the Company will hold itself out as an entity separate from all other Persons (including, without limitation, the Non-Ring Fenced Affiliates), will conduct business in its own name through its duly authorized directors and officers, will comply with all organizational formalities to maintain its separate existence and will use commercially reasonable efforts to correct any known misunderstanding regarding its separate identity.

(d) Capital Contributions. The shareholders of the Company may, from time to time, contribute assets to the Company, which contributions will be properly reflected on the books and records of the Company. Any capital contributions by such shareholders to the Company will be made in compliance with the Company' s organizational documents, and applicable law.

(e) Financial Statements. The Company shall comply with U.S. generally accepted accounting principles in all material respects (subject, in the case of unaudited financial statements, to the absence of footnotes and to normal year-end audit adjustments) in all financial statements (including unaudited interim financial statements) and reports required of it and issue such financial statements and reports separately from any financial statements or reports prepared for the Non-Ring Fenced Affiliates; provided that such financial statements or reports may be consolidated with certain of the Non-Ring Fenced Affiliates if the separate existence of the Company and its assets and liabilities are clearly noted therein.

(f) Arms-Length Relationship. The Company will maintain an arms-length relationship with each Non-Ring Fenced Affiliate.

(g) Commingling. The Company will not commingle its funds or other assets with the funds or other assets of any other Person and shall not maintain any funds or other assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual funds or other assets from those of its owners or any other person. The Company will maintain bank accounts, including checking and other bank accounts and custodian and other securities and safekeeping accounts, that are separate and distinct from any other Person.

(h) Trademarks, etc. The Company will maintain a separate name from and will not use the logos, trademarks, service marks, or other intellectual property (i.e., identifying marks) of any Non-Ring Fenced Affiliate.

(i) Securities Filings. The Company will not be included in any securities filings of any other Person, provided that (i) the Company may be included in securities filings with Parent and its Affiliates if Parent discloses the existence of the Company and the implementation of the ring fencing measures in its reports required to be filed on the System for Electronic Document Analysis and Retrieval by the applicable Canadian securities regulators pursuant to any Canadian securities laws; and (ii) the Company may be included in securities filings with WGL and/or Parent (to the extent that Parent makes filings under the U.S. securities laws) and their respective Affiliates if WGL, Parent and/or their respective Affiliates disclose the existence of the Company and the implementation of the ring fencing measures in their periodic and other reports (if any) under the Securities Exchange Act of 1934, which reports will be publicly available.

(j) Mailing Addresses, etc. The Company will have mailing addresses, phone numbers, email addresses, letterhead, and business forms that are separate and unique from those of Parent, WGL, or any other Non-Ring Fenced Affiliate.

(l) Daily Operations, etc. The Company will make all decisions with respect to its business and daily operations independently, although its directors and officers making any particular decision may also be employees, officers, director or managers of WGL and its subsidiaries.

(m) Books and Records. The Company shall maintain its own separate books, records, and bank accounts reflecting its separate assets and liabilities.

(n) Liabilities. The Company will account for and manage all of its liabilities separately from any other entity, and pay its own liabilities only out of its own funds.

(o) Guarantees, Loans, etc. The Company shall not guarantee or become obligated for the debts of any other Person or hold out its credit or assets as being available to satisfy the obligations of any other Person.

(p) Regulators' Separateness Requirements Applicable to Transactions. The Company will comply with the ring fencing requirements set forth in the Merger Commitments.

AltaGas | Corporate Policy

Exhibit 14.1

CODE OF BUSINESS ETHICS

Effective Date:	**May 1, 2017**
Policy Accountability:	**Executive Vice President and Chief Administrative Officer**
Policy Application:	**All AltaGas Group of Companies' Employees, Contractors, Consultants, Representatives and Agents**
Purpose:	**To ensure AltaGas' business affairs and operations are, and are perceived to be, conducted with integrity and in an honest, fair, and responsible manner that complies with all laws and regulations applicable to the locations where AltaGas does business.**

Policy:

AltaGas' reputation of credibility, integrity and trust has been built on a foundation of operational excellence, continuous improvement, strong corporate values, high ethical standards, lawful conduct and corporate responsibility. Acting ethically, professionally and responsibly adds value for our stakeholders, including our shareholders, customers, employees and the communities where we live and operate.

Each director, officer and employee (collectively, "Employees") of AltaGas Ltd. and its controlled subsidiaries, affiliates and operated entities in Canada, the United States and any other jurisdiction in which AltaGas does business or in which any such entities are located (collectively, "AltaGas") represent AltaGas and are expected to act in a manner that will enhance AltaGas' reputation for honesty, integrity and reliability. Our Code of Business Ethics (the "COBE") is a statement of AltaGas' business practices and how we do business. It reflects our commitment to a culture of honesty, integrity, and accountability. The COBE applies to every Employee of AltaGas and compliance is a condition of employment. Employees who fail to comply will be subject to disciplinary measures, up to and including termination of employment.

Contractors, consultants, representatives and agents must comply with AltaGas' COBE and for the purposes hereof are included in the definition of Employee.

No code or policy can anticipate every situation that may arise. The COBE sets out fundamental principles to guide us and covers a wide range of business practices and procedures. It does not describe every circumstance that is subject to the COBE. Ultimately, personal judgment must be relied upon to determine the appropriate activities required to maintain personal and corporate integrity. The COBE provides an overall framework for the policies of AltaGas, but does not supersede the provisions of other policies of AltaGas or applicable law. When there is a conflict between the COBE and a written policy of AltaGas or applicable law, the written policy or law, respectively, will apply. If, after reviewing the COBE and the policies of AltaGas, you have questions, please seek additional guidance from your supervisor, management representative, or the Human Resources, Legal or Internal Audit department.

The following fundamental principles of appropriate business conduct have been established for all Employees working for or representing AltaGas:

Fundamental Principles

A. Compliance with Law

AltaGas will conduct its business in compliance with the letter and spirit of all laws, regulations and other legal requirements applicable wherever AltaGas is carrying on business. Employees have a duty to inform themselves of any laws relevant to their particular activities. If any uncertainty arises as to whether a course of action is within the letter and spirit of the law, advice should be obtained from the Legal department.

B. Conflict of Interest

Employees must ensure that no conflict exists between their personal interests and those of AltaGas. Employees should also exercise reasonable care and diligence to avoid placing themselves in positions that may be perceived as conflicts. If any Employee believes at any time that they may have created a situation of personal conflict, the conflict should be reported to their senior level designate.

AltaGas has specific policies to address Accepting and Providing Gifts, Entertainment and Services, Reporting and Working Relationships and Lobbying.

C. Confidential Information

In the course of employment, Employees may have access to information that is the property of AltaGas or the property of its clients or other third parties. This information may constitute valuable information, know-how or trade secrets and may be non-public, confidential, privileged, or of value to competitors of AltaGas or that may be damaging to AltaGas if improperly disclosed. Employees agree to hold all such information in confidence until its public disclosure by the owner of the confidential information, and shall access it only on a "need to know" basis, copy or reproduce it only as needed to perform work, return all such information in their possession upon demand and not disclose it or make it available to any other party without the prior written consent of the owner of the information.

Employees who leave AltaGas have an ongoing obligation to keep such information confidential.

AltaGas has specific policies to address Securities Trading and Reporting and Disclosure.

D. Fiscal Integrity and Responsibility

All Employees are responsible for protecting AltaGas' assets, and leaders are specifically accountable for establishing and maintaining appropriate internal controls to safeguard AltaGas' assets against loss from unauthorized or improper use or disposition.

AltaGas has specific policies to address Disclosure, Electronic Messaging, Access and Internet Use, Harassment and Workplace Violence, Social Media and Document Retention.

E. Safety and Environment

AltaGas is committed to providing a safe and healthy working environment and protecting the public interest with standards and programs that meet or exceed industry standards and applicable government codes, standards and regulations in all jurisdictions in which it does business.

All AltaGas operations are to be conducted in a manner that seeks to protect the health and safety of Employees and all people in the communities where AltaGas operates. All AltaGas Employees are responsible for supporting AltaGas' commitment to environmental responsibility.

AltaGas is committed to ensure Employees are adequately trained in aspects of safety that directly relate to their work activities in order to fulfill AltaGas' mandate as a safe, environmentally responsible operator. Further, AltaGas is committed to ensuring that Employees are in appropriate mental and physical condition while performing their duties so that business activities are conducted in a safe and responsible manner to avoid preventable injury and property damage.

AltaGas has specific policies and principles on Substance Abuse, Drug and Alcohol Testing, Weapons-Free Workplaces, Environmental Principles and Safety Training as well as AltaGas' Environmental, Health and Safety Management System.

F. Employment Practices

AltaGas is committed to providing and maintaining a workplace that ensures that all members of its organization are treated with dignity and respect. All Employees have the right to work in an atmosphere that provides equal employment opportunities and is free of discriminatory practices and harassment.

AltaGas has specific policies on Harassment and Reporting and Working Relationships.

G. Reporting Any Illegal or Unethical Behaviour

Employees are obligated to promptly report any problems or concerns or any potential or actual violation of the COBE. The Employee' s first action should be to raise the problem with his or her supervisor. If that is not possible for some reason or if taking it to his or her supervisor does not resolve the matter, it is the Employee' s responsibility to take it up the chain of management within his or her organization or another department such as Human Resources, Legal or Internal Audit.

AltaGas policy strictly prohibits reprisals or retaliation against anyone who files an ethics concern or complaint.

AltaGas has specific policies on Harassment and Accounting and Auditing Irregularity Reporting.

H. Compliance and Enforcement

Compliance with the COBE is a condition of employment for each Employee. Conduct contrary to the COBE is outside of the scope of employment and may result in disciplinary action up to and including termination of employment, without notice. Although all Employees are responsible for ensuring prompt and consistent action against COBE violations, management and, in certain situations, the Board of Directors or its Committees are ultimately responsible for the investigation of and appropriate response to reports of suspected violations of the COBE.

I. Approvals and Waivers

Where a provision of the COBE or the written policies of AltaGas permits approval of a departure from the requirements of that provision, such approval shall be requested in advance from the appropriate party as described in that provision. Such approval will only be provided in circumstances where it is considered appropriate and where granting of such approval will not present a material financial or reputational risk to AltaGas.

Every effort will be made to resolve potential non-compliance with the COBE when disclosed promptly to management and when the parties involved have acted in good faith. Waivers of non- compliance with the COBE will only be provided in circumstances where it is appropriate and where granting of such a waiver will not present a material financial or reputational risk to AltaGas. A waiver of the COBE for non-executive officers may be granted by the Chief Executive Officer or his senior level designate. A waiver of this COBE for directors or executive officers may be granted only by the Board of Directors or a duly authorized Board Committee, and will be promptly disclosed to shareholders to the extend required by law, rule, regulation or stock exchange requirement.

J. Certification

It is essential that all Employees understand and adhere to AltaGas' Code of Business Ethics.

New Employees of AltaGas will be asked to certify their review of, and agreement to be bound by, the COBE as a condition of employment or contract.

All employees of AltaGas will be asked to certify annually their review of and compliance with the provisions contained in the Code of Business Ethics.

In circumstances where AltaGas Ltd. subsidiaries, affiliates or operated entities have differing policies from AltaGas Ltd. but comply in all material respects with this COBE, Employees of that entity will certify based on those policies specific to the applicable entity.

K. References and Links

Accepting and Providing Gifts, Entertainment and Services Policy

Accounting and Auditing Irregularity Reporting Policy

Reporting and Working Relationships Policy

Environmental, Occupational Health and Safety Management System (Corporate and all applicable divisional management systems)

Substance Abuse Policy

Drug and Alcohol Testing Policy

Environmental Principles

Safety Training Policy

Harassment and Workplace Violence Policy

Disclosure Policy

Securities Trading and Reporting Policy

Documentation Retention Policy

Electronic Messaging, Access and Internet Use Policy

Lobbying Policy

Social Media Policy

Weapons-Free Workplaces Policy