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December 2, 2010

Rosemary Chiavetta
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

**RE: Joint Application for All of the Authority and the Necessary Certificate(s) of Public Convenience to Transfer the Interests and Shares in DQE Holdings LLC, currently owned by DUET Investment Holdings Limited, to Epsom Investment Pte Ltd, a subsidiary of GIC Infra Holdings Pte Ltd, and to Approve the Resulting Change in Control of Duquesne Light Company
Docket No. A-2010-**

Dear Secretary Chiavetta:

Enclosed please find the Joint Application for Certificates of Public Convenience Authorizing Approval of Transfer of Interests and Shares in DQE Holdings LLC Pursuant to Section 1102(a)(3). Also enclosed is a check in the amount of \$350.00 for the filing fee.

Copies will be provided as indicated on the certificate of service.

Respectfully Submitted,

Michael W. Gang

MWG/jl

Enclosures

cc: Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

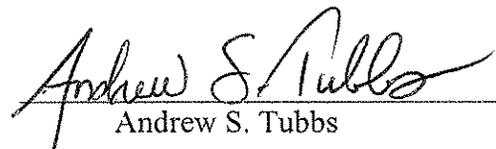
VIA FIRST CLASS MAIL

Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building
300 North Second Street, Suite 1102
Harrisburg, PA 17101

Office of Trial Staff
Commonwealth Keystone Building
400 North Street, 2nd Floor West
PO Box 3265
Harrisburg, PA 17105-3265

Date: December 2, 2010


Andrew S. Tubbs

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Joint Application for All of the Authority :
and the Necessary Certificate(s) of Public :
Convenience to Transfer the Interests and : Docket No. A-2010-_____**
**Shares in DQE Holdings LLC, currently :
owned by DUET Investment Holdings :
Limited, to Epsom Investment Pte Ltd, a :
subsidiary of GIC Infra Holdings Pte Ltd, :
and to Approve the Resulting Change in :
Control of Duquesne Light Company.**

**JOINT APPLICATION
FOR CERTIFICATES OF PUBLIC CONVENIENCE
AUTHORIZING APPROVAL OF TRANSFER OF
INTERESTS AND SHARES IN DQE HOLDINGS LLC
PURSUANT TO SECTION 1102(a)(3)**

TO THE PENNSYLVANIA PUBLIC UTILITY COMMISSION:

I. INTRODUCTION

1. By this Joint Application, Duquesne Light Company (“Duquesne Light”), Epsom Investment Pte Ltd (“Epsom”) and DUET Investment Holdings Limited (“DUET”) and Diversified Utility and Energy Trust No. 3 (“DUET3”), (hereinafter, collectively the “Applicants”), by and through their legal counsel, Post & Schell, P.C., hereby request all necessary approvals from the Pennsylvania Public Utility Commission (“Commission”) authorizing the transfer by sale of all of DUET’s and DUET3’s interests and shares in DQE Holdings LLC (“DQE”) to Epsom, a direct wholly-owned subsidiary of GIC Infra Holdings Pte Ltd (“GIC Infra”) and an indirect wholly-owned subsidiary of Government of Singapore Investment Corporation (Ventures) Pte Ltd (“GIC Ventures”), (“Proposed Transaction”). As explained below, the Proposed Transaction will result in a

change of the “controlling interest” in Duquesne Light as defined by the Commission’s Policy Statement at 52 Pa. Code § 69.901. For the reasons that follow, the Applicants respectfully request the Commission issue a certificate of public convenience, pursuant to Section 1102(a)(3) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(3), evidencing the Commission’s approval of the Proposed Transaction. The Applicants also seek all other approvals or certificates appropriate, customary, or necessary under the Public Utility Code to carry out the transactions contemplated in this Application in a lawful manner.

2. The complete names and addresses of the Applicants are:

Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219

DUET Investment Holdings Limited
Level 11, No. 1 Martin Place
Sydney NSW 2000
Australia

Epsom Investment Pte Ltd
c/o GIC Special Investments Pte Ltd
168 Robinson Road, #37-01 Capital Tower
Singapore 068912

3. The attorneys for the Applicants are:

Michael W. Gang (Pa. Bar I.D. # 25670)
Andrew S. Tubbs (ID #80310)
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Four Penn Center

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Fax: 215.320.4879
E-mail: dmacgregor@postschell.com

The Applicants' attorneys are authorized to receive all notices and communications regarding this Application.

4. The Proposed Transaction is described in the Purchase and Sale Agreement, which is attached hereto as "Appendix A."¹ The Purchase and Sale Agreement, together with all the transactions contemplated therein, are hereinafter collectively referred to as the "Proposed Transaction."

5. This Application is organized as follows:

- (a) Section II of this Application provides a description of the Applicants and the other parties involved in the Proposed Transaction.
- (b) Section III of this Application provides an overview of the Proposed Transaction.
- (c) Section IV sets forth the legal standards required for Commission approval of the Proposed Transaction.
- (d) Section V addresses the effect of the Proposed Transaction on rates.
- (e) Section VI addresses the effect of the Proposed Transaction on competition.
- (f) Section VII demonstrates that GIC has the requisite technical, legal, and financial fitness to acquire a controlling interest in Duquesne Light.
- (g) Section VIII demonstrates that the Proposed Transaction will promote the public interest by producing significant benefits for the customers and communities served.

¹ In addition, Appendix A contains the November 24, 2010, Assignment and Assumption Agreement wherein Clevedon Investment Pte Ltd ("Clevedon"), assigned to Epsom, an affiliate of Clevedon, and Epsom assumed from Clevedon, all of Clevedon's rights and obligations under the Purchase and Sale Agreement.

- (h) Section IX sets forth the other regulatory and shareholder approvals required.
- (i) Section X sets forth additional supporting data.
- (j) Section XI sets forth the conclusion.

6. The Applicants submit, as explained in more detail below, that all criteria necessary for approval of the Proposed Transaction pursuant to the Public Utility Code have been met, and that the transaction will benefit Duquesne Light's customers, employees, and the communities it serves. The Applicants therefore request that the Application be approved without condition to or modification of the Proposed Transaction.

II. DESCRIPTION OF THE RELEVANT ENTITIES

Duquesne Light

7. Duquesne Light is a corporation organized and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219. Duquesne Light is a public utility providing electric distribution and transmission services to approximately 580,000 customers in Allegheny and Beaver Counties, Pennsylvania, and is subject to the regulatory jurisdiction of this Commission and the Federal Energy Regulatory Commission ("FERC"). Duquesne Light is also a Default Service Provider subject to the Commission's regulatory jurisdiction. 66 Pa.C.S. § 2803

Duquesne Light has been a part of the fabric of Allegheny and Beaver Counties for more than 130 years. Duquesne Light remains one of the few major electric distribution companies ("EDCs") headquartered in Pennsylvania and operating as a "wires" company. Duquesne Light provides high quality service to its customers and is a

committed partner to the communities it serves. Duquesne Light's service is among the most reliable of all electric distribution and transmission providers in the Commonwealth. Duquesne Light has exceeded the Commission's reliability standard for customer average interruption duration every year since the standard was established in 1999, and Duquesne Light has consistently ranked among the highest in the Commonwealth in reliability standards during the same time frame. Duquesne Light is wholly-owned by Duquesne Light Holdings, Inc.

Duquesne Light Energy

Duquesne Light Energy is a limited liability company organized and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219. Duquesne Light Energy is a licensed energy generation supplier in Pennsylvania.

Duquesne Light Holdings

8. Duquesne Light Holdings, Inc. ("DLH") is a corporation organized and existing pursuant to the laws of the Commonwealth of Pennsylvania with its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219. Ownership of the electric distribution and transmission operations of Duquesne Light is the primary business of DLH. DLH also owns all of the common stock of several other subsidiaries that compliment the core business.

DQE Holdings, LLC

9. On March 20, 2007, the Commission approved a Joint Petition for Settlement in Docket Numbers A-110150F0035 and A-311233F0002 for the transfer of control of DLH to DQE and, as a result, DLH became wholly owned by DQE. DQE is a

limited liability company organized and existing pursuant to the laws of Delaware with its principal place of business at 411 Seventh Avenue, Pittsburgh, Pennsylvania 15219.

10. DQE was formed by a group of six (6) investment entities to acquire DLH and its subsidiaries (the “Investor Consortium”). The Investor Consortium is comprised of the following equity ownership interests: (1) DUET (28.95%); (2) Macquarie Infrastructure Partners, investing through CLH Holdings, GP (“MIP”) (22.12%); (3) Industry Funds Management, investing through IFM Global Infrastructure (Cayman) Fund (22.8%); (4) GIF2-MFIT United Pty Limited (13.3%); (5) Motor Trades Association of Australia Super, investing through MTAA Superannuation Fund (Duquesne Light Holdings) Infrastructure Trust (6.6%); and (6) State Super, investing through Duquesne Utilities Trust (6.2%). With the exception of DUET, the investment entities that make up the Investor Consortium are private investment funds that are not publically traded on any open market.

DQE is governed by a Board of Managers comprising up to twelve Managers – up to 10 Managers appointed by the Members, a DLC Manager, and an Independent Manager, as described below. Each Member holding at least 10 percent of the outstanding equity interest of DQE can elect one Member Manager, but no Member can elect more than two Member Managers regardless of the size of its equity interest. The Chief Executive Officer of Duquesne Light is the eleventh Manager and the twelfth Manager is an independent manager appointed by the Board of Managers, if it chooses to do so (the “Independent Manager”). The current size of the Board of Manager is nine, including the DLC Manager and the Independent Manager. DUET has the right to appoint two Member Managers on the Board of Managers, with the two Member

Managers collectively casting a vote equal to 28.95% of the vote. If the Proposed Transaction is approved, Epsom will have the right to appoint two Member Managers. In addition, DQE has instituted a committee structure for its Board of Managers that parallels the board structure that existed prior to the Commission's 2007 approval of the DUET and Investor Consortium acquisition of DLH.

Macquarie Group

11. The Macquarie Group directly or indirectly manages the majority of the investment funds of the Investor Consortium, including MIP, DUET, and GIF2-MFIT United Pty Limited, which collectively own 64.3% of the equity interest in DQE. After closing of the Proposed Transaction, investment funds managed by the Macquarie Group will collectively own 35.39% of the equity interest in DQE.

The Macquarie Group is one of the world's largest owners and managers of infrastructure assets, managing over \$88 billion in infrastructure assets around the world. Community infrastructure investments managed by the Macquarie Group include assets in the energy, water, transportation, airport, social infrastructure, and telecommunications sectors. The Macquarie Group's infrastructure investment philosophy is to: invest strategically for the long-term in quality infrastructure and related assets; take a partnership approach, working with strong existing management teams to support overall performance; bring specialist international networks and global resources to support business growth; and manage its various assets responsibly and profitably for the long-term.

The Macquarie Group has significant experience managing numerous regulated energy and utility investments around the world. In the United States, the Macquarie

Group's energy and utility investments to date include: Aquarion Company, a New England water utility; The Gas Company, a Hawaiian full-service gas company; Puget Sound Energy, a Washington State electric and gas utility; Thermal Chicago, and district energy assets located in Chicago and Las Vegas.

DUET

12. DUET is incorporated in Victoria, Australia. DUET, together with three Australian trusts -- Diversified Utility and Energy Trust No 1 ("DUET1"), Diversified Utility and Energy Trust No 2 ("DUET2"), Diversified Utility and Energy Trust No 3 ("DUET3") -- are part of a quadruple-stapled security that is publically traded on the Australian Securities Exchange (ASX:DUE) the ("DUET Group"). The securities of the DUET Group are stapled and must trade, and otherwise be dealt with, together.²

The DUET Group owns utility assets in both Australia and the United States. The DUET Group is jointly managed by AMP Capital Holdings Limited³ and the Macquarie Capital Group Limited.⁴ AMPCI Macquarie Infrastructure Management No.1 Limited is the manager of DUET and the responsible entity of DUET1. AMPCI Macquarie Infrastructure Management No. 2 Limited is the responsible entity for DUET2 and DUET3. The managers and responsible entities are responsible for the overall corporate governance of the DUET Group and the protection of the shareholders' interests.

The purpose of the DUET Group is to own and manage infrastructure businesses in countries that are members of the Organisation for Economic Co-operation and Development. The DUET Group has majority ownership in some of Australia's key,

² Stapled securities are comprised of securities in two (or more) separate entities that have to be traded as a single stapled security.

³ AMP Capital Holdings Limited is a wholly-owned subsidiary of AMP Limited, an Australian-based company that provides financial and insurance services.

⁴ Macquarie Capital Group Limited is a wholly owned subsidiary of Macquarie Group Limited.

regulated energy utility businesses. These include a regional electricity distributor (United Energy Distribution) and a gas distributor (Multinet) in the state of Victoria, as well as the Dampier to Bunbury Pipeline, which is the key gas transportation infrastructure asset for the state of Western Australia. The DUET Group also has a minority stake in Western Australia's largest gas distributor, WA Gas Networks.

DUET is the largest individual shareholder in DQE. DQE is DUET's sole asset in the United States. DUET and DUET3 collectively hold a 28.95% shareholder interest in DQE as follows:

- DUET owns a 28.95% Class A ownership interest in DQE; and
- DUET3 owns rights as a lender to DQE under a \$201,227,372 promissory note.

A corporate organization chart for the DUET Group is attached as Appendix B.

The DUET Group's distributions and dividends are paid semi-annually for the periods ending June 30, and December 31.⁵ The DUET Group has also established a Distribution and Dividend Reinvestment Plan to provide investors with the choice of reinvesting some or all of their stapled security dividends and distributions in new stapled securities at a discount to the prevailing market price.

GIC Group

13. Government of Singapore Investment Corporation Pte Ltd ("GIC") is a global investment management company which was incorporated in 1981 to manage Singapore's foreign reserves. GIC is wholly-owned by the Government of Singapore and manages funds on behalf of the Government of Singapore. GIC strives to achieve good

⁵ Companies pay dividends and distributions are paid by trusts.

long-term returns on assets under management to preserve and enhance Singapore's foreign reserves.

14. GIC manages well over USD \$100 billion in investments and is now among the world's largest fund management companies. GIC invests internationally in equities, fixed income, foreign exchange, commodities, money market, alternative investments, real estate and special investments. GIC's management team reports to a Board of Directors, which provides overall guidance and direction. Although GIC is government-owned and manages government funds, it has the autonomy to decide where and how to invest, within the parameters of the strategic asset allocation.

An investment mandate from the Government of Singapore sets out the terms of appointment, investment objectives, investment horizon, risk parameters and investment guidelines for managing the portfolio. The Government of Singapore, which is represented by the Ministry of Finance in its dealings with GIC, neither directs nor interferes in GIC's investment decisions. It holds the GIC Board accountable for the overall portfolio performance.⁶

15. The infrastructure and private equity investment arm of GIC is GIC Special Investments Pte Ltd ("GIC SI"). GIC SI is one of the world's largest and most experienced private equity investment managers, and is an established investment manager in the infrastructure market, with a long-term buy and hold strategy. GIC's infrastructure investments include user demand assets such as airports, seaports and

⁶ GIC is a signatory to the Santiago Principles, a set of Generally Accepted Principles and Practices for Sovereign Wealth Funds ("SWFs") published in 2008 by the International Working Group of Sovereign Wealth Funds ("IWG"), made up of 23 member countries including Singapore, the USA, Australia and Canada. These Principles are intended to enhance the trust and understanding of SWFs as financially-oriented investors, to contribute to the development and maintenance of an open and stable investment environment for cross-border investments.

highways, regulated assets such as those in water and power distribution, and competitive assets such as power plants. GIC's primary strategy is to make minority, long term investments directly in operating assets. Some of the infrastructure investments managed by GIC SI include: Epic Energy, an Australian natural gas pipeline company; Kelda Group, a water and waste water utility in the United Kingdom; and Oncor Electric Delivery Co., a Texas based electric transmission and distribution company.

16. GIC SI invests in private equity and infrastructure assets through an investment holding company known as GIC Ventures. GIC Ventures is wholly owned by Minister for Finance (Incorporated) ("MOF"), a statutory corporation set up by the Government of Singapore pursuant to the Minister for Finance (Incorporation) Act to own and administer government assets. GIC Infra Holdings Pte Ltd ("GIC Infra"), a wholly-owned subsidiary of GIC Ventures, is the holding company for infrastructure investments. Epsom Investment Pte Ltd ("Epsom"), a wholly-owned subsidiary of GIC Infra, will be the investment vehicle that will acquire DUET's interest in DQE.

17. A corporate organizational chart for the GIC entities is attached as Appendix C.

III. DESCRIPTION OF THE PROPOSED TRANSACTION

18. On September 28, 2010, DUET, AMPCI Macquarie Infrastructure Management No. 2 Limited, a company incorporated in Victoria, Australia, solely in its capacity as responsible entity of DUET3, and Clevedon Investment Pte Ltd ("Clevedon") entered into a Purchase and Sale Agreement for the sale of DUET's interests in DQE,

subject to regulatory approvals.⁷ The Purchase and Sale Agreement was later assigned by Clevedon to its affiliate, Epsom.

19. Under the terms of the Purchase and Sale Agreement, DUET will transfer 16,363.765 Class A interests in DQE (“Shares”), representing a 28.95% equity interest in DQE, to Epsom. In addition, pursuant to the Purchase and Sale Agreement, DUET3 will transfer to Epsom a promissory note, dated as of June 20, 2007, made by DQE, as borrower thereunder, in favor of DUET3, as lender thereunder, in the original principal amount of USD \$201,227,372. (“Promissory Note”). The total purchase price to be paid by Epsom for the purchase of the Shares and the Promissory Note will equal USD \$360 million plus an adjustment related to the cash on hand held in an interest escrow account related to the Promissory Note at closing of the Proposed Transaction. It is expected that upon the closing, or as soon as practicable following the closing of the Proposed Transaction, the Promissory Note, along with the promissory notes held by other investors, will be redeemed and the proceeds of the redemption will be simultaneously reinvested as equity capital contributions in DQE.

20. The Proposed Transaction will result in the transfer of DUET’s 28.95% shareholder interest in DQE to Epsom.

⁷ A copy of the Purchase and Sale Agreement has been attached hereto. Pursuant to an Assignment and Assumption Agreement, dated as of November 24, 2010, Clevedon assigned to Epsom, an affiliate of Clevedon, and Epsom assumed from Clevedon, all of Clevedon’s rights and obligations under the Purchase and Sale Agreement. GIC Infra and Epsom are parties to an equity commitment letter whereby GIC Infra has committed to fund Epsom, via equity funding or shareholder loans, to pay the purchase price under the Purchase and Sale Agreement. A copy of the Assignment and Assumption Agreement has also been attached hereto in Appendix A.

IV. LEGAL STANDARDS FOR COMMISSION APPROVAL

A. STANDARD FOR APPROVAL

21. Section 1102(a)(3) of the Public Utility Code, 66 Pa.C.S. § 1102(a)(3), provides, in pertinent part, that the Commission's prior approval, evidenced by a certificate of public convenience, is required:

For any public utility . . . to acquire from, or transfer to, any person or corporation . . . by any method or device whatsoever, including the sale or transfer of stock and including a consolidation, merger, sale or lease, the title to, or the possession or use of, any tangible or intangible property used or useful in the public service.

22. To provide direction for future applicants, the Commission issued a Statement of Policy on October 22, 1994, to establish clear standards regarding the circumstances under which a transfer of voting interest constitutes a change in *de facto* control of the utility, which provides, in pertinent part, as follows:

(1) A transaction or series of transactions resulting in a new controlling interest is jurisdictional when the transaction or transactions result in a different entity becoming the beneficial holder of the largest voting interest in the utility or parent, regardless of the tier. A transaction or series of transactions resulting in the elimination of a controlling interest is jurisdictional when the transaction or transactions result in the dissipation of the largest voting interest in the utility or parent, regardless of the tier.

(2) For purposes of this section, a controlling interest is an interest, held by a person or group acting in concert, which enables the beneficial holders to control at least 20% of the voting interest in the utility or its parent, regardless of the remoteness of the transaction. In determining whether a controlling interest is present, voting power arising from a contingent right shall be disregarded.

52 Pa. Code § 69.901. Thus, Commission approval is required for any transaction that creates or eliminates a controlling interest and results in a different entity becoming the

largest voting interest. The determination of the interests involved in a transaction considers all tiers of interest in the utility or parent of the utility and, thus, both direct and indirect ownership interests in a utility are considered under the Commission's Policy Statement.

23. Presently, DUET holds a controlling interest as defined by the Policy Statement. Pursuant to the Policy Statement, there will be a change of control under the Purchase and Sale Agreement because Epsom will become the beneficial holder of 28.95% voting interests in DQE. Accordingly, a certificate of public convenience appears to be required under Section 1102(a)(3) of the Public Utility Code before the Proposed Transaction proceeds to closing. In practice, however, DUET does not have effective control or the ability to cause the company to take action, because the five other investors in the Investor Consortium together control a majority of the voting interests. Nevertheless, in the interest of full disclosure and to avoid any doubt given the provisions of the Policy Statement, a certificate of public convenience authorizing the transaction is requested.

24. Section 1103 of the Pennsylvania Public Utility Code sets forth the procedure to obtain certificates of public convenience. Under Sections 1102 and 1103 of the Public Utility Code, the Applicants must demonstrate that the party to whom the assets and service obligations are being transferred is legally, technically, and financially fit. *Seaboard Tank Lines*, 502 A.2d 762, 764 (Pa. Cmwlth. 1985); *Warminster Township Mun. Auth. v. Pa. Publ. Util. Comm'n*, 138 A.2d 240, 243 (Pa. Super. 1958).

25. The Commission may issue a certificate of public convenience upon a finding that "the granting of such certificate is necessary or proper for the service,

accommodation, convenience, or safety of the public.” 66 Pa.C.S. § 1103(a). This standard requires the Commission to find that the transaction will “affirmatively promote the service, accommodation, convenience, or safety of the public in some substantial way.” *City of York v. Pa. P.U.C.*, 449 Pa. 136, 151, 295 A.2d 825, 828 (1972). The “substantial public interest” standard is satisfied by a simple preponderance of the evidence of benefits, and such burden can be met by showing a likelihood or probability of public benefits that need not be quantified or guaranteed. *Popowsky v. Pa. P.U.C.*, 594 Pa. 583, 611, 937 A.2d 1040, 1057 (2007). Further, the substantial public benefit test does not require that every customer receive a benefit from the Proposed Transaction. *Popowsky*, at 617-618, 937 A.2d at 1061.

26. Under Section 2811(e) of the Public Utility Code, 66 Pa.C.S. § 2811(e), the Commission, in conjunction with the exercise of authority it otherwise has to approve certain transactions, including the acquisition or disposition of assets or securities of electric utilities and electric generation suppliers, is to consider whether such transaction is likely to result in anticompetitive or discriminatory conduct, including the unlawful exercise of market power, which will prevent retail electric customers from obtaining the benefits of competitive retail markets.

27. In addition to the public benefit test, the Commission will also consider the following ten public interest factors: (1) capital to be allocated to ongoing operating and maintenance expenses; (2) corporate governance/ Sarbanes-Oxley compliance; (3) the expected term of ownership; (4) experience as an owner and an operator of utilities; (5) the community presence; (6) the nature and objectives of the various affiliated relationships involved; (7) the fees paid to and service performed by affiliates; (8) limits

on use of leverage and other capital structure protections; (9) the transparency on corporate structure issues; and (10) creditworthiness. See *Application of Penn Estates Utilities, Inc.*, Docket Nos. A-210072F0003, *et al.* (Oct. 2, 2006).

B. BURDEN OF PROOF

28. Section 332(a) of the Public Utility Code, 66 Pa.C.S. § 332(a), provides that the party seeking a rule or order from the Commission has the burden of proof in that proceeding. It is axiomatic that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). The preponderance of evidence standard requires proof by a greater weight of the evidence. *Cmwlth. v. Williams*, 557 Pa. 207, 732 A.2d 1167 (1999). Consequently, as the parties seeking relief, the Applicants bear the burden of proving that the Proposed Transaction satisfies the requirements of Sections 1102 and 1103 of the Public Utility Code.

Additionally, any finding of fact necessary to support an adjudication of the Commission must be based upon substantial evidence. *Met-Ed Indus. Users Group v. Pa. Pub. Util. Comm’n*, 960 A.2d 189, 193 n.2 (Pa. Cmwlth. 2008) (citing 2 Pa. C.S. § 704). Substantial evidence is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Borough of E. McKeesport v. Special/Temporary Civil Serv. Comm’n*, 942 A.2d 274, 281 (Pa. Cmwlth. 2008). The “presence of conflicting evidence in the record does not mean that substantial evidence is lacking.” *Allied Mechanical and Elec., Inc. v. Pennsylvania Prevailing Wage Appeals Board*, 923 A.2d 1220, 1228 (Pa. Cmwlth. 2007) (citation omitted).

V. EFFECT OF THE PROPOSED TRANSACTION ON RATES

29. Duquesne Light's base rates are currently governed by a tariff that was approved by the Commission on December 1, 2006, at Docket Number R-00061346. Duquesne Light has proposed an increase in base rates which has been docketed at R-2010-2179522. Such proposal is suspended until April 23, 2011. Duquesne Light's Provider of Last Resort rates for the period January 1, 2011 through June 30, 2013, are to be determined pursuant to procedures contained in the Commission Order of July 30, 2010 at Docket No. P-2009-2135500. The Proposed Transaction maintains Duquesne Light's tariff as presently in effect and as amended from time to time in accordance with the law. Therefore, the Proposed Transaction will have no effect on rates.

VI. EFFECT ON COMPETITION

30. Under Section 2811(e) of the Public Utility Code, 66 Pa.C.S. § 2811(e), the Commission, in conjunction with the exercise of authority it otherwise has to approve certain transactions, including the acquisition or disposition of assets or securities of electric utilities and electric generation suppliers, is to consider whether such transaction is likely to result in anticompetitive or discriminatory conduct, including the unlawful exercise of market power, which will prevent retail electric customers from obtaining the benefits of competitive retail markets.

31. The Proposed Transaction will not result in anti-competitive or discriminatory conduct in Pennsylvania's retail electric market. The Proposed Transaction will have no adverse effect on retail electric generation supply market in Pennsylvania. Duquesne Light and Duquesne Light Energy will continue to provide the same services should the Proposed Transaction be approved as they do currently.

32. Neither the remaining members of the Investor Consortium, nor any entity managed directly or indirectly by GIC provide public utility or electric generation or natural gas supplier services in Pennsylvania beyond the scope of this Proposed Transaction, thus, the Proposed Transaction will not result in reducing or effecting competition in the retail market for electric generation service.

VII. TECHNICAL, LEGAL, AND FINANCIAL FITNESS

A. GIC SI, THROUGH EPSOM, HAS THE TECHNICAL FITNESS TO BE PART OF THE INVESTOR CONSORTIUM THAT OWNS AND OPERATES DUQUESNE LIGHT.

33. GIC SI has the required technical fitness to acquire DUET's and DUET3's interests in DQE. As explained above, these interests in DQE will be acquired by Epsom. Epsom is a wholly owned subsidiary of GIC Infra, which as a wholly-owned subsidiary of GIC Ventures, and is controlled by GIC SI. GIC SI is one of the world's largest and most experienced private equity investment managers, and is an established investment manager in infrastructure assets. Included in these commitments are several regulated utility and infrastructure assets, including:

Oncor Electric Delivery Co.: Oncor operates the largest electricity delivery distribution and transmission system in Texas, providing power to 3 million electric delivery points over more than 117,000 miles of distribution and transmission lines.

Kelda Group: Kelda Group is the parent company of Yorkshire Water. Kelda is the 5th largest water and wastewater utility in the United Kingdom and provides service to 4.7 million people, almost 2 million households and 140,000 businesses in the Yorkshire and Humber Region of North East England.

AEI: AEI is an emerging market energy infrastructure company with operations in 16 countries and approximately 11,500 employees. Its interests in a group of 50 energy companies include Power Generation, Power Distribution, and Natural Gas Transportation and Distribution.

Epic Energy: An Australian natural gas pipeline company that owns and operates approximately 1,500 miles of high pressure natural gas pipelines across Queensland, South Australia and Western Australia. GIC invested in equity warrants issued by HDIF (Epic's listed parent) as well as secured, index-linked, mezzanine debt for Epic.

34. Consistent with the approach taken by the Investor Consortium following its acquisition of Duquesne Light in 2007, GIC SI believes that an important key to technical fitness is maintaining the highly experienced management and operations team in place at Duquesne Light. Duquesne Light has a consistent track record of providing its customers with safe, reliable and efficient service, and this record has continued following the acquisition by the Investor Consortium. Duquesne Light's high level of performance and its experienced and highly respected management and employees are key reasons GIC SI is attracted to Duquesne Light as an investment. In addition, technical fitness will be enhanced by the infrastructure team of GIC SI being able to draw upon its experience with utility and other infrastructure investments around the world.

35. For these reasons, GIC SI, through Epsom, has the technical fitness to replace DUET as a member of the Investor Consortium in order to allow the current Duquesne Light management and employees to continue to have the managerial and utility experience necessary to support Duquesne Light's continued successful operation in the public interest.

B. EPSOM IS LEGALLY FIT TO ACQUIRE AN INTEREST IN DUQUESNE LIGHT.

36. Epsom, as a wholly-owned subsidiary of GIC Infra and an indirect subsidiary of GIC Ventures, is legally fit to acquire an equity interest in Duquesne Light. That is, these entities have the legal right to acquire DUET's interests in DQE. In

addition, these entities comply with all federal and state laws of the United States, and other countries in which they have activities.

37. Epsom, as a wholly-owned subsidiary of GIC Infra and an indirect subsidiary of GIC Ventures, has engaged outside law firms to handle various specialized matters, including matters related to the compliance requirements with various regulatory bodies.

38. For these reasons, Epsom, as a wholly-owned subsidiary of GIC Infra and an indirect subsidiary of GIC Ventures is legally fit to acquire an equity interest in Duquesne Light and support the continued successful operation of Duquesne Light.

C. GIC SI, THROUGH EPSOM, IS FINANCIALLY FIT TO ACQUIRE AN INTEREST IN DUQUESNE LIGHT.

39. As explained above, GIC was established in 1981 with the sole purpose of managing the Government of Singapore's foreign reserves. GIC is now one of the world's largest fund managers, managing well over USD \$100 billion of assets internationally, including in the United States, in a wide range of asset classes. The fundamental purpose of GIC is to invest for the benefit of its client, the Government of Singapore, in order to preserve and enhance the purchasing power of Singapore's reserves. GIC is a purely financial investor and strives to achieve good, long-term returns for its client. The client sets the investment objectives (*i.e.*, expected returns and risk tolerance over the long term), the GIC board determines the strategic asset allocation for these objectives, and the GIC management team is given the autonomy to decide where and how to invest, within the parameters of the strategic asset allocation.

40. GIC SI invests in infrastructure for the following reasons: (1) reasonable risk adjusted returns over the long term; (2) portfolio diversification (returns have a low

correlation with other asset classes); (3) long-term inflation protection; (4) the investments meet GIC's goals as a long-term investor; and (5) over time, the investment should allow construction of a sizable portfolio with lower reinvestment risks due to the regular capital requirements of infrastructure businesses.

41. GIC SI controls the infrastructure and private equity investments of GIC. Duquesne Light is well-suited for GIC SI's portfolio as it is a well-established, highly regarded business that has experienced and highly respected management and employees. Further, as a regulated utility, Duquesne Light is an attractive infrastructure investment that fits within GIC SI's investment strategy as it is expected to generate relatively stable and predictable returns, underpinned by long-life, high-value physical assets.

42. GIC SI takes a long-term view of its portfolio investments in infrastructure. GIC SI's financial strength, investment strategy, and experience as an investor in other utilities make it an ideal investor in Duquesne Light and the Investor Consortium to replace DUET.

VIII. THE PROPOSED TRANSACTION WILL BENEFIT THE CUSTOMERS AND COMMUNITIES SERVED

A. AFFIRMATIVE PUBLIC BENEFITS.

43. The DUET Group is publically traded on the Australian Securities Exchange (ASX: DUE) with a current market capitalization of a \$1.5 billion. The DUET Group's distributions and dividends are paid semi-annually for the periods ending 30 June and 31 December.⁸ The DUET Group has also established a Distribution and Dividend Reinvestment Plan to provide investors with the choice of reinvesting some or

⁸ Companies pay dividends and distributions are paid by trusts.

all of their stapled security dividends and distributions in new stapled securities at a discount to the prevailing market price.

44. Since the acquisition of DLH and Duquesne Light in 2007, there has been a fundamental change of circumstances both in the United States and Australia. The changes include a substantial increase in Duquesne Light's capital requirements, and a substantial increase in the capital requirements of the DUET Group's utility assets in Australia.

45. Duquesne Light is a well-run public utility that provides excellent service to its customers through its plant, equipment, and operations. Duquesne Light undertook a large capital investment program from 2005-2009 in order to increase capacity and proactively replace facilities that are nearing the end of their useful lives, thereby increasing reliability. Furthermore, Duquesne Light is a member of PJM Interconnection, L.L.C. ("PJM"), a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states including Pennsylvania and the District of Columbia. As a transmission-owning member of PJM, Duquesne Light actively participates in PJM's Regional Transmission Expansion Plan ("RTEP"), which identifies transmission additions and improvements necessary to ensure the reliability of the transmission system. Those projects are subsequently incorporated into Duquesne Light's Capital Work Plan. Duquesne Light's annual Capital Work Plan is a three to five-year plan that includes maintenance and capital expenditures for both its transmission and distribution infrastructure.

Additionally, pursuant to the Commission-approved Joint Petition for Settlement in Docket Numbers A-110150F0035 and A-311233F0002, Duquesne Light was required

to exceed service and reliability targets for the following: system average interruption frequency index; customer average interruption duration index; calls answered within 30 seconds; busy-out rate; call abandonment rate; and residential billing. In order to continue to provide safe and efficient service, and to continue to provide high system reliability, Duquesne Light continues to need investments from investors for capital expenditures, working capital requirements and general corporate purposes.

46. In addition to consistently large ongoing capital expenditure needs, the financial crisis of 2008 substantially reduced the value of assets in the Duquesne Light pension plan. With passage of the Pension Protection Act of 2006, Duquesne Light must make substantial contributions (approximately \$250 million) to bring the plan to fully funded status over 7 years. DUET has contributed significant capital to meet the initial phase of these requirements, but additional capital will be required.

47. The DUET Group owns a 66% interest in United Energy (“United Energy”) an electricity distribution network in Australia. United Energy is comparable in size to Duquesne Light. A substantial additional capital investment by the DUET Group into United Energy’s distribution network will be required given a significant growth in peak demand and an increased occurrence of storm activity and weather-related events. Capital expenditure requirements for United Energy are expected to increase by over 45% for the next 5 years compared with the previous 5 years due to these factors.

48. In addition, in 2009, south east Australia experienced some of the worst bushfires on record. The cause of one of the worst bushfires was traced back to a utility network system not owned by the DUET Group. To address the damage caused by these fires and to reduce the possibility of utility networks causing such fires in the future, the

regulated utilities in the Australian state of Victoria, including United Energy have been required by regulatory authorities to make substantial capital investments to reduce the risk of fire in the future. Australia also is taking an aggressive approach in the deployment of smart meter technology, further increasing United Energy's capital needs.

49. The DUET Group's investors, many of which are pension and institutional income funds and retiree retail investors, are yield-focused and expect stable levels of distributions. Given these concurrent demands for capital, the DUET Group has determined that it is in the best interest of both the DUET Group and Duquesne Light for the DUET Group to take the steps necessary to divest its only asset in the United States and redeploy its capital to meet the substantial capital requirements of its Australian investments.

50. As explained above, GIC manages well over USD \$100 billion of assets. GIC SI looks to employ a buy and hold strategy of acquiring mature, operational assets. Duquesne Light fits into GIC SI's infrastructure investment strategy as it is a well-established, highly regarded business that has experienced and highly respected management and employees, and as a regulated utility, Duquesne Light is expected to generate relatively stable and predictable returns, underpinned by long-life, high-value physical assets. Further, it falls under the oversight of two well-regarded regulatory regimes in the Commission and the FERC and offers the opportunity to invest further in the business over the long term by building the regulated asset base through capital expenditures.

51. As a result of the Proposed Transaction, the 28.95% of Duquesne Light's outstanding share interests held by DUET and the Promissory Note held by DUET3 will

be transferred to Epsom. Epsom, together with the Investor Consortium will remain committed long-term owners of Duquesne Light. This will provide Duquesne Light with access to capital in order to continue to provide excellent and cost efficient service to its customers through its plant, equipment, and operations.

52. The Commission has previously concluded that the financial services provided by the Investor Consortium result in a public benefit without impairing the technical, managerial or financial fitness of Duquesne Light or the services and rates it provides to its customers. *See Application of Duquesne Light Company for a Certificate of Public Convenience under Section 1102(a)(3) of the Public Utility Code Approving the Acquisition of Duquesne Light Holding, Inc. by Merger*, Doc. No. A-110150F0035, *et seq.*, (Order entered on April 24, 2007) (approving the joint petition for settlement).

53. A key part of the Investor Consortium's philosophy is to maintain the excellent, highly skilled management team and support them with the capital to maintain the existing operational excellence. The Proposed Transaction will not change or impair the current corporate governance of Duquesne Light. Further, Duquesne Light's corporate headquarters will continue to remain in Pittsburgh.

54. The Investor Consortium has substantial experience in owning and managing public utilities. Following the replacement of DUET and DUET3 with Epsom, this will continue to be the case. The Investor Consortium will be comprised of investors, all with similar strategies of investing in long-term infrastructure and without short-term yield requirements. The Investor Consortium will continue its commitment to the long-term ownership, management, and development of important infrastructure assets of Duquesne Light.

55. The acquisition of DUET's shareholder interest in Duquesne Light by Epsom, will provide an immediate initial benefit to Duquesne Light, its employees, and its customers by replacing an owner seeking to sell its interests in the company, driven by market and operating demands to redeploy its capital, with a new shareholder that is both an experienced and committed long-term investor with access to capital available to invest in Duquesne Light over the long term.

56. The Proposed Transaction will permit Duquesne Light to continue its current planned funding levels of its infrastructure improvement plan, and continue to expand its universal service programs. The Proposed Transaction will therefore result in a substantial benefit to Duquesne Light and the customers and communities it serves.

B. *PENN ESTATES* CONSIDERATIONS

1. The Capital to be Allocated to Ongoing Operating and Maintenance Expenses.

57. As explained above, GIC SI, through Epsom, is well-suited to acquire DUET's interests in Duquesne Light because, among other things, its investment strategy prioritizes long-term investments and because it has access to long-term capital.

2. Corporate Governance/ Sarbanes-Oxley Compliance.

58. Pursuant to the Commission-approved Joint Petition for Settlement in Docket Numbers A-110150F0035 and A-311233F0002, the CEO of Duquesne Light is a member of the board of DQE and also chairs a management committee which contains representatives of both the senior management team and the Investor Consortium. Recently, the Duquesne Light Board of Directors established the Governance and Regulatory/Public Affairs Committee to assist the Board in setting policies representing good practice with respect to organizational governance; including the operation of the

Board, and provide oversight and assistance regarding community facing and regulatory activities undertaken by the Company. In addition, an Independent Manager has recently been appointed to the boards of DQE, DLH and DLC.

59. GIC Ventures/GIC Infra/Epsom do not have Sarbanes-Oxley reporting requirements. The lack of need to meet these reporting requirements shields ratepayers from the associated costs, however, protection is still provided by annual audits of Duquesne Light, and the filing by Duquesne Light of all required financial statements with the Commission.

3. The Expected Term of Ownership.

60. GIC SI, through Epsom, intends to be a long-term owner of Duquesne Light. GIC Ventures and GIC SI are, respectively, currently long-term owners and managers of major infrastructure assets, including utility, energy, and transmission businesses and retain interests in these investments.

4. Experience as an Owner and an Operator of Utilities.

61. As explained above, GIC SI, through Epsom, will acquire DUET's 28.95% equity interest in DQE. Following the completion of the Proposed Transaction, Duquesne Light will be owned by the Investor Consortium and Epsom, while maintaining the highly experienced management and operations team already in place at Duquesne Light.

62. Accordingly, GIC SI's financial strength, its investment strategy, and its experience with ownership of other utilities make it an ideal partner for Duquesne Light and the Investor Consortium to replace DUET.

5. The Community Presence.

63. The acquisition of DUET's interest in DQE by GIC SI, through Epsom, will serve to maintain the presence of Duquesne Light in the community, as GIC SI hereby confirms its support for the Investor Consortium's commitment to maintaining Duquesne Light's headquarters in Pittsburgh, and as one of only two major electric utilities that maintains its headquarters in Pennsylvania. Moreover, like the Investor Consortium, GIC SI is committed to maintaining Duquesne Light's active role in supporting the communities in Southwestern Pennsylvania.

6. The Nature and Objectives of the Various Affiliated Relationships Involved.

64. Attached in "Appendix D" is a corporate chart demonstrating the arrangements to be created by the Proposed Transaction.

7. The Fees Paid to and Service Performed by Affiliates.

65. GIC SI/Epsom do not expect to provide services to Duquesne Light that will require the payment of fees. However, should any services be provided by GIC SI/Epsom or other affiliated interests to Duquesne Light, the services will be provided only after the filing and approval of affiliated interest agreements.

8. The Use of Leverage to Eliminate or Maximize Income Tax Liabilities

66. The Applicants fully recognize that the Commission will not allow Duquesne Light to use a capital structure for rate making purposes that is inconsistent with the capital structure of similarly-situated electric distribution companies. Duquesne Light will not request a capital structure for ratemaking purposes that is outside the range of capital structures employed by comparable electric distribution companies.

9. The Transparency on Corporate Structure Issues

67. Duquesne Light will not: (a) guarantee the debt of DLH or any affiliate not regulated by the Commission, except as approved by the Commission upon a determination that such guarantee provides net benefits to customer; (b) grant liens upon its property other than in conjunction with obtaining financing for Duquesne Light; or (c) make loans or extend credit to the aforesaid entities for a term of more than one year, without prior Commission approval if required by the Public Utility Code.

10. Creditworthiness

68. As explained above, GIC SI is a financially strong, diversified owner of utility and infrastructure assets, and is fully capable, in conjunction with the Investor Consortium, of maintaining and enhancing the level of service and customer satisfaction provided by Duquesne Light, and supporting improvements to service where appropriate.

IX. OTHER REGULATORY AND SHAREHOLDER APPROVALS

69. In addition to approvals by this Commission, the Proposed Transaction requires approval by the FERC. Duquesne Light, DUET and Epsom will submit the Proposed Transaction for review by and seek any necessary approvals from the FERC.

70. The Proposed Transaction is subject to consent by Westpac Banking Corporation and releases by Westpac Administration Pty Ltd for DUET and DUET3 to transfer its interests and shares in DQE. These consents have been received and the requisite releases will occur at closing. In addition, the Proposed Transaction is subject to review by the Committee on Foreign Investments in the United States under the Exon-Florio Amendment. DQE, DUET and Epsom intend to obtain the necessary approvals

and consents in the near future, and plan to complete the Proposed Transaction as soon as possible after all regulatory and consents have been obtained.

X. ADDITIONAL SUPPORTING DATA

71. The following Exhibits, containing additional information in support of this Joint Application, are attached hereto:

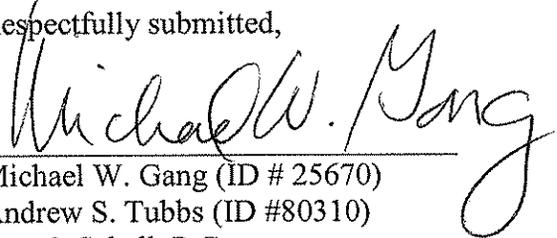
- Appendix A: Purchase and Sale Agreement, dated September 28, 2010, by and between DUET, DUET3 and Epsom, a wholly-owned subsidiary of GIC Infra. The November 24, 2010, Assignment and Assumption Agreement, wherein Clevedon, assigned to Epsom, an affiliate of Clevedon, and Epsom assumed from Clevedon, all of Clevedon's rights and obligations under the Purchase and Sale Agreement.
- Appendix B: Corporate organizational chart for the DUET Group.
- Appendix C: Corporate organizational chart for the GIC entities.
- Appendix D: Diagram of the corporate structure as contemplated by the Proposed Transaction.

72. All annual reports, tariffs, certificates of public convenience, applications, securities certificates and similar documents previously filed by Duquesne Light are made a part hereof by reference.

XI. CONCLUSION

WHEREFORE, for all the foregoing reasons, Duquesne Light Company, DUET Investment Holdings Limited and Epsom Investment Pte Ltd. request that the Pennsylvania Public Utility Commission issue certificates of public convenience evidencing the Commission's approval of the transfer of all of DUET Investment Holdings Limited's interests and shares in DQE Holdings LLC to Epsom Investment Pte Ltd, a wholly owned subsidiary of GIC Infra Holdings Pte. Ltd., and grant all other approvals as may be appropriate, customary or necessary to carry out the Proposed Transaction contemplated in this Application in a lawful manner.

Respectfully submitted,



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Of Counsel:

Post & Schell, P.C.

Date: December 2, 2010

Attorneys for Duquesne Light Company

VERIFICATION

I, Richard Riazzi, President and Chief Executive Officer of Duquesne Light Company, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

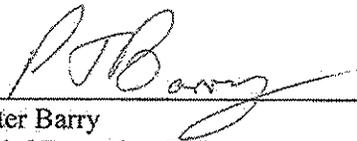
Date: Dec. 2, 2010


Richard Riazzi
President and Chief Executive Officer
Duquesne Light Company

VERIFICATION

I, Peter Barry, Chief Executive Officer of DUET Investment Holdings Limited, hereby state that the facts set forth above relative to DUET Investment Holdings Limited are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: November 30, 2010


Peter Barry
Chief Executive Officer
DUET Investment Holdings Limited

VERIFICATION

I, Christopher Curtain, Authorised Signatory of Epsom Investment Pte Ltd, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 2/12/10



Christopher Curtain

Appendix A

Purchase and Sale Agreement

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of September 28, 2010 (this "Agreement"), is made and entered into by and between, on the one hand, DUET Investment Holdings Limited (ABN 22 120 456 573), a company incorporated in Victoria, Australia ("DIHL"), and AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), a company incorporated in Victoria, Australia ("RE2"), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986), an Australian registered managed investment scheme ("DUET3" and together with DIHL, the "Sellers"), and, on the other hand, Clevedon Investment Pte. Ltd., a company incorporated in the Republic of Singapore (the "Purchaser").

RECITALS

WHEREAS, DIHL is the legal and beneficial owner, and registered holder, of the Shares (as defined below) and DUET3 is the lender under and holder of the Promissory Note (as defined below); and

WHEREAS, DIHL and DUET3 are parties to the Transaction Agreements (as defined below); and

WHEREAS, DIHL desires to sell, assign, transfer and deliver to the Purchaser, and the Purchaser desires to purchase, assume, acquire and accept from DIHL, all of DIHL's right, title and interest in and to the Shares and the Transaction Agreements on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, DUET3 desires to sell, assign, transfer and deliver to the Purchaser, and the Purchaser desires to purchase, assume, acquire and accept from DUET3, all of DUET3's right, title and interest in and to the Promissory Note and the Transaction Agreements on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Sellers and the Purchaser, intending to be legally bound, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Defined Terms. Unless otherwise indicated, the following capitalized terms when used in this Agreement (or in any Schedules or Exhibits to this Agreement) shall have the meanings set forth below:

(a) "Admission Application" means an application requesting admission as a member of DQE Holdings, in the form attached hereto as Exhibit A.

(b) “Affiliate” of a specified Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the specified Person (excluding in the case of the Purchaser, any Person that controls Government of Singapore Investment Corporation Pte Ltd (“GIC”) or that, solely by virtue of its control by GIC would be considered under common control with the Purchaser.) For the purposes of this definition, “control,” when used with respect to any specified Person, means the possession of the power to direct the management or policies of the specified Person, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise. For the avoidance of doubt, DQE Holdings and its Subsidiaries shall be deemed affiliates of the Seller with respect to all periods prior to Closing hereunder.

(c) “Agreement” has the meaning set forth in the preamble.

(d) “Business Day” means a day other than Saturday, Sunday or a day on which banks are authorized to be closed for business in New York, New York, London, England or Singapore.

(e) “Closing” has the meaning set forth in Section 3.1.

(f) “Closing Date” has the meaning set forth in Section 3.1.

(g) “Code” means the Internal Revenue Code of 1986, as amended.

(h) “Confidentiality Agreement” means that certain confidentiality agreement, dated as of May 18, 2010, by and among GIC Special Investments Pte Ltd and the other parties thereto, relating to the transactions contemplated hereby.

(i) “Damages” means any claim, demand, suit, loss, liability, damage, obligation, payment, fine, penalty, cost or expense (including the cost and expense of any action, suit, proceeding, assessment, judgment, settlement or compromise relating thereto and reasonable attorneys’ fees and disbursements in connection therewith).

(j) “DIHL” has the meaning set forth in the preamble.

(k) “DIHL Required Approvals” has the meaning set forth in Section 5.7.

(l) “DIHL Required Consents” has the meaning set forth in Section 5.7.

(m) “DIHL Scheduled Encumbrances” has the meaning set forth in Section 5.3.

(n) “DQE Financial Statements” means the audited consolidated financial statements of DQE Holdings for the year ended December 31, 2009.

liability company. (o) “DQE Holdings” means DQE Holdings LLC, a Delaware limited

(p) “DUET3” has the meaning set forth in the preamble.

Section 6.7. (q) “DUET3 Required Approvals” has the meaning set forth in

Section 6.7. (r) “DUET3 Required Consents” has the meaning set forth in

Section 6.3. (s) “DUET3 Scheduled Encumbrances” has the meaning set forth in

(t) “Encumbrance” means any lien, claim, security interest and other encumbrance of any nature whatsoever, except for those arising under the Securities Act or any applicable state securities laws and except for those created by this Agreement or by the Purchaser.

(u) “Environmental Claim” means any and all administrative or judicial actions, suits, demand letters, directives, claims, Encumbrances, investigations, proceedings or written notices of noncompliance or violation by any Person (including any Governmental Authority), alleging potential liability (including, without limitation, potential responsibility for or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (i) the presence, Release or threatened Release into the environment of any Hazardous Materials at any location, whether or not owned, operated, leased or managed by DQE Holdings or any of its Subsidiaries; (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law; or (iii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or Release of any Hazardous Materials.

(v) “Environmental Law” means any federal, state local or foreign statute, law, regulation, order decree, permit, or common law requirement relating to or imposing liability or standards of conduct with respect to: (i) the protection, investigation or restoration of the environment or natural resources; (ii) the handling, use, presence, disposal, release, or threatened release of any Hazardous Materials; or (iii) wetlands, pollution, contamination or any injury or threat of injury to persons or property relating to any Hazardous Substance.

(w) “Environmental Permits” has the meaning set forth in Section 4.7(b).

(x) “Equity Commitment Letter” has the meaning set forth in Section 2.5.

(y) “Federal Power Act” means the Federal Power Act, as amended, and the rules and regulations promulgated thereunder.

(z) “Final Order” means action by the relevant Governmental Authority which has not been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which any waiting period prescribed by law before the transactions contemplated by this Agreement may be consummated has expired, and as to which all conditions to the consummation of the transactions contemplated hereby prescribed by law, regulation or order have been satisfied.

(aa) “FIRPTA Certificate” has the meaning set forth in Section 2.6.

(bb) “FIRPTA Certificate Application” has the meaning set forth in Section 2.6.

(cc) “GAAP” has the meaning set forth in Section 4.5.

(dd) “GIC Infra Holdings” means GIC Infra Holdings Pte. Ltd., a company incorporated in the Republic of Singapore.

(ee) “Governmental Authority” means any court, federal, state, local, U.S. and foreign or other governmental or regulatory body (including a national securities exchange or other self-regulatory body), agency, commission, authority or other legislative, executive or judicial entity.

(ff) “Hazardous Materials” means (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls; (ii) any chemicals, materials or substances which are now defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or words of similar import under any Environmental Law; and (iii) any other chemical, material, substance or waste, exposure to which is now prohibited, limited or regulated under any Environmental Law in a jurisdiction in which DQE Holdings or any of its Subsidiaries is subject.

(gg) “Indemnified Party” means any Person within the definition of Purchaser Indemnitee or Seller Indemnitee that may seek indemnification under this Agreement.

(hh) “Indemnifying Party” means a Person against which indemnification may be sought under this Agreement.

(ii) “Initial Termination Date” has the meaning set forth in Section 10.1(c).

(jj) “Interest Escrow Agreement Balance” has the meaning set forth in Section 2.2.

(kk) “IRS” means the Internal Revenue Service.

(ll) “Knowledge” means (i) in the case of one of the Sellers, the extent of the actual knowledge, after reasonable inquiry in a manner consistent with DIHL’s rights under the LLC Agreement, of the Persons listed in Schedule 1.1(i), and (ii) in the case of the Purchaser, the extent of the actual knowledge, after reasonable inquiry, of the Persons listed in Schedule 1.1(ii).

(mm) “Law” and “Laws” has the meaning set forth in Section 4.9.

(nn) “Legal Opinion” means the legal opinion contemplated by Section 4.2(a)(iii) of the LLC Agreement to be delivered by the Purchaser, and addressed to DQE Holdings and its Members, in a form approved by the Executive Committee (as defined in the LLC Agreement), acting reasonably and taking into account exclusions customarily contained in such opinions, confirming those matters set forth on Exhibit D.

(oo) “Liquidated Costs Amount” has the meaning set forth in Section 10.4.

(pp) “Liquidated Damages Amount” has the meaning set forth in Section 10.3.

(qq) “LLC Agreement” means the Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of May 31, 2007, as amended by (i) Amendment No. 1 to the Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of June 20, 2007, (ii) Amendment No. 2 to the Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of June 16, 2008, (iii) Amendment No. 3 to the Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of September 8, 2008, and (iv) Amendment No. 4 to the Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of June 16, 2010.

(rr) “LLC Agreement Transfer Compliance” has the meaning set forth in Section 3.2(a)(iv).

(ss) “Management Presentation” has the meaning set forth in Section 7.12 (b).

(tt) “Material Adverse Effect” means (i), with respect to the Sellers, or the Purchaser, any event, circumstance or condition materially impairing a party’s authority, right or ability to consummate the transactions contemplated by this Agreement or perform such party’s obligations under this Agreement, and (ii) with respect to DQE Holdings, any effect that, either alone or together with any other effect, is, or would reasonably be expected to be, material and adverse to the condition (financial or otherwise), assets, liabilities (including contingent liabilities), properties, business or results of operations of DQE Holdings and its Subsidiaries all taken together as an entirety; but excluding any effects that result from or are consequences of (x) any change in law, rule or regulation of any Governmental Authority, (y) changes or developments in international, national, regional, state or local wholesale or retail markets for electric power or fuel or related products, including those due to actions by competitors, (z) changes or developments in national, regional, state or local electric transmission or distribution

systems, (xx) changes or developments in financial or securities markets or the economy in general or effects of weather or meteorological events, (yy) events or changes that are consequences of terrorist activity, acts of war or acts of public enemies, or (zz) the negotiation, announcement, execution, delivery, consummation or anticipation of the transactions contemplated by this Agreement.

(uu) “Note Assignment and Assumption Instrument” means the assignment and assumption instrument to be executed by DUET3 and the Purchaser as of the Closing Date, in the form attached hereto as Exhibit B.

(vv) “Note Purchase Price” has the meaning set forth in Section 2.2.

(ww) “Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association or unincorporated organization, any Governmental Authority, or any other entity.

(xx) “Promissory Note” means that certain promissory note, dated as of June 20, 2007, made by DQE Holdings, as borrower thereunder, in favor of DUET3, as lender thereunder, in the original principal amount of USD\$201,227,372.

(yy) “Promissory Note Transfer Compliance” has the meaning set forth in Section 3.2(c)(v).

(zz) “Purchaser” has the meaning set forth in the preamble.

(aaa) “Purchaser Indemnitee” has the meaning set forth in Section 11.2.

(bbb) “Purchaser Required Approvals” has the meaning set forth in Section 7.6.

(ccc) “Purchaser Required Consents” has the meaning set forth in Section 7.6.

(ddd) “RE2” has the meaning set forth in the preamble.

(eee) “Release” means any release, spill, emission, leaking, injection, deposit, disposal, discharge, dispersal, leaching or migration into the atmosphere, soil, surface water, groundwater or property.

(fff) “Released Party” has the meaning set forth in Section 7.12(b).

(ggg) “Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(hhh) “Seller Disclosure Materials” means (i) the materials contained in the electronic data room in connection with the transactions contemplated hereby and made available to the Purchaser as of September 22, 2010, (ii) the disclosures contained in the Sellers’ written responses to the Purchaser’s (or the Purchaser’s representatives’) questions submitted in

connection with their consideration of the transactions contemplated hereby and compiled and delivered to the Purchaser on September 28, 2010, (iii) the written disclosure materials provided at the Management Presentation, and (iv) the disclosures contained in the supplemental disclosure materials set forth in the letter delivered to the Purchaser September 28, 2010.

(iii) “Seller Indemnitee” has the meaning set forth in Section 11.3.

(jjj) “Sellers” has the meaning set forth in the preamble.

(kkk) “Shares” means the 16,363.765 Class A interests in DQE Holdings issued to and held by DIHL on the date of this Agreement, representing 28.9536% of the outstanding equity interests in DQE Holdings, together with any additional Class A interests in DQE Holdings issued to and held by DIHL (or as to which DIHL is entitled without further payment of monies) on or after the date hereof and prior to the Closing.

(lll) “Share Purchase Price” has the meaning set forth in Section 2.2.

(mmm) “Share Transfer Notice” means the transfer notice to be executed by the Purchaser as of the Closing Date, in the form attached hereto as Exhibit C.

(nnn) “Specified Damages” means Damages arising out of, relating to or resulting from (i) any breach by DIHL of its representations and warranties relating to its title to the Shares contained in Section 5.3 and (iii) any breach by DUET3 of its representations and warranties relating to its title to the Promissory Note contained in Section 6.3.

(ooo) “Subsidiary” of a Person shall mean any other Person which at least (i) a majority of the voting power represented by the outstanding capital stock or other voting securities or interests having voting power under ordinary circumstances to elect directors or similar members of the governing body of such corporation or entity, or (ii) fifty percent (50%) or more of the equity interests in such corporation or entity, shall be owned or controlled, directly or indirectly, by such Person and/or one or more of its subsidiaries.

(ppp) “Tax” means all federal, state, local and non-U.S. income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severances, stamp, payroll, sales, employment, unemployment, disability, use, property, withholding, excise, production, value added, occupancy and other taxes, duties or assessments of any nature whatsoever, together with all interests, penalties and additions imposed with respect to such amounts and any interest in respect of such penalties and additions.

(qqq) “Taxing Authority” means any Governmental Authority or quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of Taxes.

(rrr) “Tax Returns” means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Taxing Authority relating to Taxes.

(sss) “Third Party Claim” has the meaning set forth in Section 11.4(a).

(ttt) “Total Purchase Price” has the meaning set forth in Section 2.2.

(uuu) “Transaction Agreements” mean, collectively, (i) that certain Transaction Agreement, dated as of December 9, 2009 (the “Transaction Agreement”), by and among DQE Holdings, all members of DQE Holdings (collectively, the “Members”) and all Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement), (ii) that certain Interest Escrow Agreement, dated as of December 9, 2009 (the “Interest Escrow Agreement”), by and among DQE Holdings, the Members, all Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement) and The Bank of New York Mellon, acting as the interest escrow agent (the “Interest Escrow Agent”), and (iii) that certain irrevocable letter of direction, dated December 9, 2009, delivered by certain Members and certain Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement) to the Interest Escrow Agent pursuant to the Interest Escrow Agreement.

(vvv) “Transaction Agreements Assignment and Assumption Instrument” means the assignment and assumption instrument to be executed by DIHL, DUET3 and the Purchaser as of the Closing Date, in the form attached hereto as Exhibit E.

(www) “Transfer Taxes” means any and all transfer taxes, including sales, use, excise, stock, stamp, documentary, filing, recording, permit, license, authorization and similar taxes, fees, duties, levies, customs, tariffs, imposts, assessments, obligations and charges (including any interest, penalties or additions thereto) imposed by any Governmental Authority.

(xxx) “USRPI Certificate” has the meaning set forth in Section 2.6.

Section 1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

(a) Reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof.

(b) Reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit of or to this Agreement.

(c) The words “including” and “include” mean including without limiting the generality of any description preceding or succeeding such term.

(d) The definitions in Section 1.1 and elsewhere in this Agreement shall apply equally to both the singular and plural forms of the terms defined.

(e) Reference to any law (including statutes and ordinances) means such law as amended, modified or reenacted, in whole or in part, and in effect from time to time, including any rules and regulations promulgated thereunder.

(f) Matters disclosed by DIHL or DUET3 in one section of the Schedules to this Agreement are also deemed to be disclosed for purposes of all other relevant sections of the Schedules.

(g) The terms “USD,” “dollars” and “\$” shall mean United States Dollars.

ARTICLE II

PURCHASE AND SALE

Section 2.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, at the Closing (i) DIHL agrees to sell, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase, assume, acquire and accept from DIHL, all of DIHL’s right, title and interest in and to the Shares and the Transaction Agreements in exchange for the Share Purchase Price and the Purchaser’s assumption of all of the obligations and liabilities of DIHL arising under the Transaction Agreements, and (ii) DUET3 agrees to sell, assign, transfer and deliver to the Purchaser, and the Purchaser agrees to purchase, assume, acquire and accept from DUET3, all of DUET3’s right, title and interest in and to the Promissory Note and the Transaction Agreements in exchange for the Note Purchase Price and the Purchaser’s assumption of all of the obligations and liabilities of DUET3 arising under the Transaction Agreements.

Section 2.2 Purchase Price. Upon the terms and subject to the conditions of this Agreement, at the Closing the Purchaser shall pay to the Sellers a total purchase price of three hundred sixty million U.S. dollars (\$360,000,000) (the “Total Purchase Price”), to be allocated as follows: (i) in consideration for the Promissory Note and DUET3’s interest in the Transaction Agreements, the Purchaser shall pay DUET3 an amount of cash in U.S. dollars equal to \$201,227,372.00 plus the amount, in U.S. dollars, equal to any accrued but unpaid interest (the “Note Purchase Price”), and shall assume all of the obligations and liabilities of DUET3 arising under the Transaction Agreements, and (ii) in consideration for the Shares and DIHL’s interest in the Transaction Agreements, the Purchaser shall pay to DIHL an amount of cash in U.S. dollars equal to the difference between the Total Purchase Price and the Note Purchase Price (the “Share Purchase Price”) and shall assume all of the obligations and liabilities of DIHL arising under the Transaction Agreements; provided, however, that any balance for the benefit of RE2 held by The Bank of New York Mellon on the Closing Date pursuant to the Interest Escrow Agreement (the “Interest Escrow Agreement Balance”) shall be payable to the Purchaser.

Section 2.3 Purchase Price Adjustment. The Total Purchase Price shall be increased by an amount of cash in U.S. dollars equal to fifty percent (50%) of the Interest Escrow Agreement Balance.

Section 2.4 Equity Commitment Letter. On the date hereof, the Purchaser has provided the Sellers with an Equity Commitment Letter in the form attached hereto as Exhibit F (the “Equity Commitment Letter”) reflecting its commitment to fund (i) the Purchase Price at the Closing or (ii) the Liquidated Damages Amount, if any, due by the Purchaser subject to the terms and conditions of this Agreement.

Section 2.5 FIRPTA Matters. At the Closing, each Seller may deliver to the Purchaser either: (i) a statement from DQE Holdings in the form and manner set forth in Treasury Regulation Section 1.897-2(h) dated not earlier than thirty (30) days from the Closing Date and signed by an authorized officer of DQE Holdings certifying that the Shares and the Promissory Note do not constitute “United States real property interests” within the meaning of Section 897 of the Code (a “USRPI Certificate”) or (ii) either (A) a withholding certificate issued by the IRS pursuant to Treasury Regulation Section 1.1445-3 stating the amount required to be withheld, if any, with respect to such Seller’s allocation of the Share Purchase Price and the Note Purchase Price (a “FIRPTA Certificate”), or (B) a copy of a completed application for a FIRPTA Certificate submitted to the IRS (a “FIRPTA Certificate Application”). If, however, a Seller does not deliver either a USRPI Certificate, a FIRPTA Certificate or a FIRPTA Certificate Application at the Closing, the Purchaser shall withhold ten percent (10%) of the total “amount realized” (within the meaning of Section 1445 of the Code) by such Seller with respect to such Seller’s allocation of the Share Purchase Price and the Note Purchase Price and submit the amount withheld to the IRS. If a Seller delivers to the Purchaser a USRPI Certificate at the Closing, the Purchaser shall not withhold any amount from the Share Purchase Price and Note Purchase Price. If a Seller delivers to the Purchaser a FIRPTA Certificate at the Closing, the Purchaser shall withhold from the Share Purchase Price and Note Purchase Price to the extent, if any, required by such FIRPTA Certificate, and submit the amount withheld to the IRS. If a Seller delivers to the Purchaser a FIRPTA Certificate Application at the Closing, the Purchaser shall withhold ten percent (10%) of the total “amount realized” (within the meaning of Section 1445 of the Code) by such Seller with respect to such Seller’s allocation of the Share Purchase Price and the Note Purchase Price and shall deposit that amount in an interest bearing account with a mutually agreed escrow agent; provided, that such Seller shall deliver a FIRPTA Certificate and any other written correspondence from the IRS, including any notification denying such request for a FIRPTA Certificate, within thirty (30) days of receipt thereof; and provided, further, that upon receipt of a FIRPTA Certificate or upon notice from a Seller to the Purchaser that such Seller elects to terminate the escrow, the Purchaser and the applicable Seller shall instruct the escrow agent to submit the amount to be withheld to the IRS and to deliver to such Seller the remainder, if any, of such escrowed funds plus any interest earned thereon.

ARTICLE III

CLOSING

Section 3.1 Closing. The consummation of the purchase and sale of the Shares, the Promissory Note and the Transaction Agreements as contemplated by this Agreement (the “Closing”) shall take place at the New York, NY offices of Skadden, Arps, Slate, Meagher & Flom LLP at 10:00 a.m., local time, on the fifth (5th) Business Day immediately following the date on which the last of the conditions set forth in Article IX is fulfilled or waived, or at such other time, date and place as the Sellers and the Purchaser shall mutually agree (the “Closing Date”); provided, however, that the Closing may not occur prior to March 31, 2011 without the prior consent of the Purchaser.

Section 3.2 Closing Transactions. At the Closing:

(a) DIHL shall deliver to the Purchaser:

(i) certificates evidencing all of the Shares duly and validly endorsed by DIHL in favor of the Purchaser, together with such other duly executed instruments as may be necessary in order to effect the valid transfer to the Purchaser of full title to the Shares free and clear of any and all Encumbrances (other than the restrictions on a subsequent "Transfer" as defined and set forth in the LLC Agreement and those encumbrances arising under the Transaction Agreements);

(ii) the Transaction Agreements Assignment and Assumption Instrument duly executed by DIHL;

(iii) a receipt, dated as of the Closing Date, duly executed by DIHL, acknowledging receipt by DIHL of the Share Purchase Price; and

(iv) evidence satisfactory to the Purchaser of compliance by DIHL with Article IV of the LLC Agreement in connection with the transaction set forth in this Agreement (the "LLC Agreement Transfer Compliance").

(b) The Purchaser shall deliver to DIHL:

(i) the Share Purchase Price, by wire transfer in immediately available funds, to an account which account shall be designated in writing by DIHL not less than five (5) Business Days prior to the Closing Date;

(ii) the Share Transfer Notice duly executed by the Purchaser;

(iii) a copy of the Admission Application, duly executed by the Purchaser, requesting admission as a member of DQE Holdings;

(iv) a copy of the Legal Opinion delivered by the Purchaser to DQE Holdings and its Members;

(v) a copy of any evidence delivered by the Purchaser to DQE Holdings in connection with the transfer of the Shares to the Purchaser, including in connection with the satisfaction of the Purchaser's obligations set forth in Section 8.7; and

(vi) the Transaction Agreements Assignment and Assumption Instrument duly executed by the Purchaser.

(c) DUET3 shall deliver to the Purchaser:

(i) the Promissory Note;

(ii) the Note Assignment and Assumption Instrument, duly executed by DUET3 and DQE Holdings;

(iii) the Transaction Agreements Assignment and Assumption Instrument duly executed by DUET3;

(iv) a receipt, dated as of the Closing Date, duly executed by DUET3, acknowledging receipt by DUET3 of the Note Purchase Price; and

(v) evidence satisfactory to the Purchaser of compliance by DUET3 with Section D.11 of the Promissory Note (the "Promissory Note Transfer Compliance").

(d) The Purchaser shall deliver to DUET3:

(i) the Note Purchase Price, by wire transfer in immediately available funds, to an account which account shall be designated in writing by DUET3 not less than five (5) Business Days prior to the Closing Date;

(ii) the Note Assignment and Assumption Instrument duly executed by the Purchaser; and

(iii) the Transaction Agreements Assignment and Assumption Instrument duly executed by the Purchaser.

ARTICLE IV **REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Except as set forth in the Seller Disclosure Materials, the Sellers represent and warrant to the Purchaser as follows:

Section 4.1 Organization and Existence. DQE Holdings and each of DQE Holdings' Subsidiaries is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization. DQE Holdings and each of its material Subsidiaries has all the requisite power and authority to own, lease and operate its assets and properties to the extent owned, leased and operated and to carry on its business as it is now being conducted and is duly qualified and in good standing to do business in each jurisdiction in which the nature of its business or the ownership or leasing of its assets and properties makes such qualification necessary other than in such jurisdictions where the failure to be so qualified or in good standing would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

Section 4.2 Capitalization. Only 56,517,246 Class A interests of DQE Holdings are issued and outstanding. All outstanding Class A interests have been duly authorized and are validly issued, fully paid and nonassessable. DQE Holdings has no other

classes of interests that have been issued. DQE Holdings has no interests or other securities (including securities convertible into, or exercisable or exchangeable for, interests) of DQE Holdings reserved for issuance and, except as set forth in the LLC Agreement, there are no preemptive or outstanding rights, options, warrants, calls, conversion rights, appreciation rights, redemption rights, repurchase rights, commitments, arrangements, agreements or right of any character to which DQE Holdings or any of its material Subsidiaries are bound obligating DQE Holdings or any of its material Subsidiaries to issue, deliver or sell, or cause to be issued, delivered or sold, additional interests or other securities or rights (including securities or rights convertible into, or exchangeable for, additional interests or other securities) of DQE Holdings or any of its material Subsidiaries, or obligating DQE Holdings or any of its material Subsidiaries to grant, extend or enter into any such preemptive or other outstanding rights, options, warrants, calls, conversion rights, appreciation rights, redemption rights, repurchase rights, commitments, arrangements, agreements or rights. DQE Holdings does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the rights to vote (or convertible into or exercisable for securities having the right to vote) with the members of DQE Holdings on any matter. DQE Holdings holds, directly or indirectly, 100.00% of all of the outstanding securities of all of its material Subsidiaries.

Section 4.3 Real Property. To the Sellers' Knowledge, DQE Holdings or one of its Subsidiaries has good and marketable fee title to all real property owned (or reflected as owned on the DQE Financial Statements) by DQE Holdings or one of its Subsidiaries and valid title to the leasehold estate (as lessee) in all real property and interests in real property leased or subleased by DQE Holdings or any of its Subsidiaries, in each case free and clear of all mortgages, liens, security interests, pledges, charges, easements, rights of way, options, claims, restriction or encumbrances of any kind, except in connection with financings and except where failure to have such title would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

Section 4.4 Litigation. To the Sellers' Knowledge, as of the date hereof, there is no claim, action, proceeding or investigation pending or threatened against or relating to DQE Holdings or any of its Subsidiaries (including, for purposes of this Section 4.4, Duquesne Conemaugh LLC and Duquesne Keystone, LLC) before any court, arbitrator or Governmental Authority, or any judgment, decree or order of any court, arbitrator or Governmental Authority, which would, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

Section 4.5 Liabilities. To the Sellers' Knowledge, except for matters reflected as liabilities accrued or reserved against in the DQE Financial Statements or reflected in the notes thereto, as of the date of this Agreement, neither DQE Holdings nor any of its Subsidiaries has any liabilities or obligations (whether absolute, accrued, contingent, fixed or otherwise, or whether due or to become due) of any nature that are required to be reflected in the DQE Financial Statements (including the notes thereto) prepared in accordance with GAAP consistently applied, except liabilities or obligations (i) that were incurred since December 31, 2009 in the ordinary course of business, or (ii) that, individually or in the aggregate, would not result in a Material Adverse Effect on DQE Holdings.

Section 4.6 Tax Matters. Except as to matters which would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings, to the Sellers' Knowledge: (i) DQE Holdings and each of its Subsidiaries have timely filed (or there have been filed on their behalf) with appropriate Taxing Authorities all Tax Returns required to be filed by them on or prior to the date hereof, such Tax Returns are correct, complete and accurate in all material respects, all Taxes due (whether or not shown as due on such Tax Returns) have been paid, (ii) there are no audits, claims, assessments, levies, administrative or judicial proceedings pending against DQE Holdings by any Taxing Authority, and neither DQE Holdings nor any of its Subsidiaries has received a written notice from any Taxing Authority indicating an intent to start an audit or proceeding or a written notice of deficiency or assessment; (iii) there are no liens for Taxes upon any property or assets of DQE Holdings or any of its Subsidiaries, except for liens for Taxes not yet due and payable, or liens for Taxes which are being contested in good faith and are reserved for in accordance with GAAP, (iv) there are no outstanding requests, agreements, consents or waivers to extend the statutory period of limitations applicable to the assessment or collection of any Taxes or deficiencies against DQE Holdings or any of its Subsidiaries, (v) neither DQE Holdings nor any of its Subsidiaries has received a written request that has not been resolved for a Tax Return from any Taxing Authority in a jurisdiction in which it does not file Tax Returns; (vi) all Taxes that DQE Holdings or any of its Subsidiaries is obliged to withhold from amounts owing to any employee, creditor or third party have been paid over to the appropriate Taxing Authorities in a timely manner, to the extent due and payable, (vii) neither DQE Holdings nor any of its Subsidiaries has been a party to any distribution occurring during the two-year period prior to the date of this Agreement in which the parties to such distribution treated the distribution as one to which Section 355 of the Code applied, except for distributions occurring among members of the same group of affiliated corporations filing a consolidated federal income tax return, (viii) neither DQE Holdings nor any of its Subsidiaries has been a member of an affiliated group filing a consolidated federal income Tax return (other than a group the common parent of which was or is DQE Holdings) or has any liability for the Taxes of any Person other than any of DQE Holdings, its Subsidiaries and the other members of the group the common parent of which was or is the DQE Holdings under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Tax law), as a transferee or successor, by contract, or otherwise; and (ix) neither DQE Holdings nor any of its Subsidiaries has engaged in any reportable transaction as described in Treasury Regulation Section 1.6011-4(b)(2) or identified as such in applicable Internal Revenue Service published guidance.

Section 4.7 Environmental Protection.

To the Sellers' Knowledge:

(a) DQE Holdings and each of its Subsidiaries (including, for purposes of this Section 4.7(a), Duquesne Conemaugh LLC and Duquesne Keystone, LLC) are in compliance with all applicable Environmental Laws, except where failure to do so would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings, and neither DQE Holdings nor any of its Subsidiaries has received any written communication from any Person or Governmental Authority that alleges that DQE Holdings or any of its Subsidiaries is not in such compliance with all applicable Environmental Laws.

(b) DQE Holdings and each of its Subsidiaries (including, for purposes of this Section 4.7(b), Duquesne Conemaugh LLC and Duquesne Keystone, LLC) have obtained or have applied for all environmental, health and safety permits and governmental authorizations (collectively, "Environmental Permits") necessary for the construction of their facilities or the conduct of their operations, except where the failure to so obtain would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings, and all such Environmental Permits are in good standing or, where applicable, a renewal application has been timely filed and is pending approval from the applicable Governmental Authority, and DQE Holdings and its Subsidiaries are in compliance with all terms and conditions of such Environmental Permits, except where failure to so comply would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

(c) There are no Environmental Claims which would, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings pending (i) against DQE Holdings or any of its Subsidiaries (including, for purposes of this Section 4.7(c), Duquesne Conemaugh LLC and Duquesne Keystone, LLC) or (ii) against any real or personal property or operations which DQE Holdings or any of its Subsidiaries owns, leases or manages, in whole or in part.

(d) There have been no Releases of any Hazardous Materials that would be reasonably likely to form the basis of any Environmental Claim against DQE Holdings or any of its Subsidiaries (including, for purposes of this Section 4.7(d), Duquesne Conemaugh LLC and Duquesne Keystone, LLC) except for any Environmental Claim which would not, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

Section 4.8 Regulatory Compliance. To the Sellers' Knowledge, none of DQE Holdings or any of its Subsidiaries (including, for purposes of this Section 4.8, Duquesne Conemaugh LLC and Duquesne Keystone, LLC) is in violation of, is under investigation with respect to any violation of, or has been given notice of or been charged with any violation of, any law, except for any such violations which, individually or in the aggregate, would not result in a Material Adverse Effect on DQE Holdings, or prevent, materially delay or materially impair the consummation of the transactions contemplated by this Agreement. To the Sellers' Knowledge, DQE Holdings and its Subsidiaries have all permits licenses, franchises and other governmental authorizations, consents and approvals necessary to conduct their businesses as presently conducted except those that the absence of which, individually or in the aggregate, would not result in a Material Adverse Effect on DQE Holdings or prevent, materially delay or materially impair the consummation of the transactions contemplated under this Agreement.

Section 4.9 Regulatory Proceedings. To the Sellers' Knowledge, none of DQE Holdings or any of its Subsidiaries, all or part of whose rates or services are regulated by a Governmental Authority, (i) has rates which have been or are being collected subject to refund in any material respect, pending final resolution of any proceeding pending before a Governmental Authority or on appeal at the courts (except those rates related to transmission service charge tracker, SECA proceedings, the FERC formula for transmission investment, Act 129/energy efficiency and smart meters, and customer education) or (ii) is a party to any proceeding before a Governmental Authority or on appeal from orders of a Governmental Authority which, in the

case of clause (i) or clause (ii) would, individually or in the aggregate, result in a Material Adverse Effect on DQE Holdings.

Section 4.10 Regulation as a Utility. To the Sellers' Knowledge, except for (i) Duquesne Light Company, (ii) Duquesne Light Energy LLC, (iii) Duquesne Power LLC, (iv) Duquesne Keystone LLC, (v) Duquesne Conemaugh LLC and (vi) Duquesne Communications Network Services LLC, none of DQE Holdings' Subsidiaries is subject to regulation as a public utility, utility, electric utility, public service company or similar designation by FERC, PAPUC or any state or any state commission within the United States with jurisdiction to regulate electric utilities. Duquesne Light Holdings is a holding company under PUHCA 2005 that holds a waiver of certain accounting, record-retention and filing requirements under PUHCA 2005 pursuant to 18 C.F.R. Section 366.3(c)(1) of FERC's regulations. Duquesne Generation Company is a holding company under PUHCA 2005 that holds an exemption from certain accounting, record-retention and filing requirements under PUHCA 2005 pursuant to 18 C.F.R. Section 366.3(a) of FERC's regulations. Each of DQE Holdings' Subsidiaries is either (a) not subject to regulation under PUHCA 2005 or (b) holds an exemption from, or waiver of, certain accounting, record-retention and filing requirements of FERC under PUHCA 2005 pursuant to 18 C.F.R. Part 366.

Section 4.11 Absence of Certain Changes. Since December 31, 2009, there has not been any Material Adverse Effect on DQE Holdings that is continuing.

Section 4.12 Conversion of Promissory Notes. As of the date hereof, to the Knowledge of the Sellers, each DQE Promissory Note Holder or Affiliate Promissory Note Holder (both as defined in the Transaction Agreement), other than the Sellers, is legally and contractually able to cause DQE Holdings to redeem the DQE Promissory Note (as defined in the Transaction Agreement) held by such Promissory Note Holder or Affiliate Promissory Note Holder.

ARTICLE V

REPRESENTATION AND WARRANTIES OF DIHL

Section 5.1 Organization and Existence. DIHL is a company duly incorporated and validly existing under the laws of Victoria, Australia.

Section 5.2 Execution and Delivery. DIHL has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement, and, subject to the receipt of the DIHL Required Consents and the DIHL Required Approvals, those instruments DIHL will deliver at Closing, and, subject to the receipt of the DIHL Required Consents and the DIHL Required Approvals, to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by DIHL of this Agreement and those instruments DIHL will deliver at Closing and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of DIHL, and no other proceedings on the part of DIHL are necessary to

authorize this Agreement, or those instruments DIHL will deliver at Closing or to consummate the transactions contemplated hereby or thereby.

Section 5.3 Ownership and Enforceability. DIHL owns, as legal and beneficial owner, all of the Shares free and clear of any Encumbrances, except for those Encumbrances listed on Schedule 5.3 (the “DIHL Scheduled Encumbrances”). Upon the Closing, DIHL shall have transferred to the Purchaser all of DIHL’s outstanding legal and beneficial right, title and interest in and to the Shares free and clear of any Encumbrances (other than the restrictions on a subsequent “Transfer” as defined and set forth in the LLC Agreement by which the Purchaser agrees to be bound as a result of its execution and delivery of the Admission Application and those encumbrances arising under the Transaction Agreements). Since the date of issuance by DQE Holdings to DIHL, DIHL has not transferred or agreed to transfer any Shares to any Person other than to the Purchaser pursuant to this Agreement, and, except for any DIHL Scheduled Encumbrances, to DIHL’s Knowledge, no Person has claimed to be entitled to an Encumbrance in relation to any of the Shares. Assuming the due authorization, execution and delivery of this Agreement, and those instruments DIHL will deliver at Closing by the other signatories hereto and thereto, this Agreement constitutes, and those instruments DIHL will deliver at Closing will constitute, the valid and legally binding obligations of DIHL, enforceable against DIHL in accordance with its and their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors’ rights and by general equitable principles.

Section 5.4 LLC and Transaction Agreements. DIHL has made available to the Purchaser true and correct copies of the LLC Agreement and the Transaction Agreements. Each of the LLC Agreement and the Transaction Agreements (a) is in full force and effect, (b) constitutes the valid and legally binding obligation of DIHL and, to DIHL’s Knowledge, the other parties thereto, (c) is enforceable in accordance with its terms against DIHL and, to DIHL’s Knowledge, the other parties thereto, except, in each case, as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors’ rights and by general equitable principles, and (d) subject to receipt of the DIHL Required Consents, is assignable to the Purchaser pursuant to the Transaction Agreements Assignment and Assumption Instrument without the consent of any Person. DIHL is not, and to the Knowledge of DIHL, no other party to the LLC Agreement or any of the Transaction Agreements is, in breach or default, and no event has occurred which with the passage of time or giving of notice or both would constitute a breach or default, or permit termination, modification or acceleration, under any of the Transaction Agreements. Other than this Agreement (and the other instruments contemplated by this Agreement), the LLC Agreement and the Transaction Agreements, DIHL is party to no agreement, understanding or arrangement with respect to the Shares that will survive the Closing of this Agreement.

Section 5.5 No Violation. Subject to receipt of the DIHL Required Consents and the DIHL Required Approvals, neither the execution or delivery by DIHL of this Agreement or those instruments DIHL will deliver at Closing, nor DIHL’s compliance with any provision hereof or thereof, nor DIHL’s consummation of the transactions contemplated hereby or thereby:

(a) violates, or conflicts with, or results in a breach of any provisions of the governing documents of DIHL;

(b) results in a default (or gives rise to any right of termination, cancellation or acceleration) under, or conflicts with any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, license, or agreement or other instrument or obligation to which DIHL or DQE Holdings or any of its Subsidiaries is a party or by which DIHL or DQE Holdings or any of its Subsidiaries may be bound, except for such defaults (or rights of termination or acceleration) as to which requisite waivers or consents have been obtained, or which would not, individually or in the aggregate, result in a Material Adverse Effect on DIHL or DQE Holdings;

(c) violates any law, rule, regulation, order, writ, injunction or decree, applicable to DIHL or DQE Holdings or any of its Subsidiaries, except where such violations, individually or in the aggregate, would not result in a Material Adverse Effect on DIHL, and will not affect the validity or enforceability of this Agreement or those instruments DIHL will deliver at Closing or the validity of the transactions contemplated hereby or thereby; or

(d) requires the consent or approval of, filing with, or notice to any Person which, if not obtained, would prevent DIHL from performing its obligations hereunder or under those instruments DIHL will deliver at Closing.

Section 5.6 Litigation. As of the date hereof, there is no claim, action, proceeding or investigation pending or, to DIHL's Knowledge, threatened against or relating to DIHL or its Affiliates (including, without limitation, DQE Holdings or any of its Subsidiaries) before any court, arbitrator or Governmental Authority, or any judgment, decree or order of any court, arbitrator or Governmental Authority, which would, individually or in the aggregate, reasonably be expected to result, or has resulted, in (i) a Material Adverse Effect on DIHL, (ii) the institution of legal proceedings to prohibit or restrain the performance of this Agreement, or those instruments DIHL will deliver at Closing or the consummation by DIHL of the transactions contemplated hereby or thereby, or (iii) a material impairment of DIHL's ability to perform its obligations under this Agreement or those instruments DIHL will deliver at Closing.

Section 5.7 Consents and Approvals. Except for those consents listed on Schedule 5.7 (the "DIHL Required Consents") and those approvals from Governmental Authorities listed on Schedule 5.7 (the "DIHL Required Approvals"), no consent, approval, authorization, or permit of, or filing with or notification to, any Person is required for or in connection with the execution and delivery by DIHL of this Agreement, or those instruments DIHL will deliver at Closing or for or in connection with the consummation of the transactions contemplated hereby or thereby and the performance by DIHL of its obligations hereunder or thereunder.

Section 5.8 Brokers. All negotiations relating to this Agreement and the transactions contemplated hereby for the benefit of DIHL have been carried on by DIHL or its Affiliates in such a manner as not to give rise to any valid claim against the Purchaser for any brokerage commission, finder's fee, financial advisory fee or other like payment to any Person.

Section 5.9 Sellers Disclosure Materials. To the actual knowledge of the Sellers, the Seller Disclosure Materials are true, accurate and complete; provided, however, that DIHL shall not be responsible for the accuracy of any forecast or forward looking statement included in the Seller Disclosure Materials.

ARTICLE VI

REPRESENTATION AND WARRANTIES OF DUET3

RE2, solely in its capacity as responsible entity of DUET3, makes the following representations and warranties on behalf of DUET3.

Section 6.1 Organization and Existence. DUET3 is an Australian registered managed investment scheme.

Section 6.2 Execution and Delivery. DUET3 has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement, and, subject to receipt of the DUET3 Required Consents and the DUET3 Required Approvals, those instruments DUET3 will deliver at Closing and, subject to receipt of the DUET3 Required Consents and the DUET3 Required Approvals, to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by DUET3 of this Agreement and those instruments DUET3 will deliver at Closing and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of DUET3, and no other proceedings on the part of DUET3 are necessary to authorize this Agreement or those instruments DUET3 will deliver at Closing or to consummate the transactions contemplated hereby or thereby.

Section 6.3 Ownership and Enforceability. DUET3 owns the Promissory Note free and clear of any Encumbrances, except for those Encumbrances listed on Schedule 6.3 (the "DUET3 Scheduled Encumbrances"). Upon the Closing, DUET3 shall have transferred to the Purchaser all of DUET3's right, title and interest in and to the Promissory Note free and clear of any Encumbrances (other than those encumbrances arising under the Transaction Agreements). Since the date of issuance by DQE Holdings to DUET3, DUET3 has not transferred or, except as contemplated by the Transaction Agreements, agreed to transfer the Promissory Note to any Person other than to the Purchaser pursuant to this Agreement, and, except for any DUET3 Scheduled Encumbrances, to DUET3's Knowledge, no Person has claimed to be entitled to an Encumbrance in relation to the Promissory Note. Assuming the due authorization, execution and delivery of this Agreement, and those instruments DUET3 will deliver at Closing by the other signatories hereto and thereto, this Agreement constitutes, and those instruments DUET3 will deliver at Closing will constitute, the valid and legally binding obligations of DUET3, enforceable against DUET3 in accordance with its and their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

Section 6.4 Transaction Agreements. DUET3 has made available to the Purchaser true and correct copies of the Promissory Note and the Transaction Agreements. Each

of the Promissory Note and the Transaction Agreements (a) is in full force and effect, (b) constitutes the valid and legally binding obligation of DUET3 and, to DUET3's Knowledge, the other parties thereto, (c) is enforceable in accordance with its terms against DUET3, in the case of the Transaction Agreements, and, to DUET3's Knowledge, the other parties thereto, in the case of the Promissory Note and the Transaction Agreements, except, in each case, as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles, and (d) subject to receipt of the DUET3 Required Consents, is assignable to the Purchaser pursuant to the Transaction Agreements Assignment and Assumption Instrument without the consent of any Person. DUET3 is not, and to the Knowledge of DUET3, no other party to any of the Transaction Agreements is, in breach or default, and no event has occurred which with the passage of time or giving of notice or both would constitute a breach or default, or permit termination, modification or acceleration, under any of the Transaction Agreements. Other than this Agreement (and the other instruments contemplated by this Agreement) and the Transaction Agreements, DUET3 is party to no agreement, understanding or arrangement with respect to the Promissory Note that will survive the Closing of this Agreement.

Section 6.5 No Violation. Subject to receipt of the DUET3 Required Consents and the DUET3 Required Approvals, neither the execution or delivery by DUET3 of this Agreement or those instruments DUET3 will deliver at Closing, nor DUET3's compliance with any provision hereof or thereof, nor DUET3's consummation of the transactions contemplated hereby or thereby:

(a) violates, or conflicts with, or results in a breach of any provisions of the governing documents of DUET3;

(b) results in a default (or gives rise to any right of termination, cancellation or acceleration) under, or conflicts with any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, license, or agreement or other instrument or obligation to which DUET3 is a party or by which DUET3 may be bound, except for such defaults (or rights of termination or acceleration) as to which requisite waivers or consents have been obtained, or which would not, individually or in the aggregate, result in a Material Adverse Effect on DUET3;

(c) violates any law, rule, regulation, order, writ, injunction or decree, applicable to DUET3, except where such violations, individually or in the aggregate, would not result in a Material Adverse Effect on DUET3, and will not affect the validity or enforceability of this Agreement or those instruments DUET3 will deliver at Closing or the validity of the transactions contemplated hereby or thereby; or

(d) requires the consent or approval of, filing with, or notice to any Person which, if not obtained, would prevent DUET3 from performing its obligations hereunder or under those instruments DUET3 will deliver at Closing.

Section 6.6 Litigation. As of the date hereof, there is no claim, action, proceeding or investigation pending or, to DUET3's Knowledge, threatened against or relating to

DUET3 or its Affiliates before any court, arbitrator or Governmental Authority, or any judgment, decree or order of any court, arbitrator or Governmental Authority, which would, individually or in the aggregate, reasonably be expected to result, or has resulted, in (i) a Material Adverse Effect on DUET3, (ii) the institution of legal proceedings to prohibit or restrain the performance of this Agreement or those instruments DUET3 will deliver at Closing or the consummation by DUET3 of the transactions contemplated hereby or thereby, or (iii) a material impairment of DUET3's ability to perform its obligations under this Agreement or those instruments DUET3 will deliver at Closing.

Section 6.7 Consents and Approvals. Except for those consents listed on Schedule 6.7 (the "DUET3 Required Consents") and those approvals from Governmental Authorities listed on Schedule 6.7 (the "DUET3 Required Approvals"), no consent, approval, authorization, or permit of, or filing with or notification to, any Person is required for or in connection with the execution and delivery by DUET 3 of this Agreement or those instruments DUET3 will deliver at Closing or for or in connection with the consummation of the transactions contemplated hereby or thereby and the performance by DUET3 of its obligations hereunder or thereunder.

Section 6.8 Brokers. All negotiations relating to this Agreement, and the transactions contemplated hereby for the benefit of DUET3 have been carried on by DUET3 or its Affiliates in such a manner as not to give rise to any valid claim against the Purchaser for any brokerage commission, finder's fee, financial advisory fee or other like payment to any Person.

Section 6.9 Sellers Disclosure Materials. To the actual knowledge of the Sellers, the Seller Disclosure Materials are true, accurate and complete; provided, however, that DUET3 shall not be responsible for the accuracy of any forecast or forward looking statement included in the Seller Disclosure Materials.

ARTICLE VII

REPRESENTATION AND WARRANTIES OF THE PURCHASER

Section 7.1 Organization and Existence. The Purchaser is a company duly incorporated and validly existing under the laws of Republic of Singapore.

Section 7.2 Execution and Delivery. The Purchaser has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and, subject to receipt of the Purchaser Required Consents and the Purchaser Required Approvals, those instruments the Purchaser will deliver at Closing and, subject to the receipt of the Purchaser Required Consents and the Purchaser Required Approvals, to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and those instruments the Purchaser will deliver at Closing and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary action required on the part of the Purchaser, and no other proceedings on the part of the Purchaser are necessary to authorize this Agreement or those instruments the Purchaser will deliver at Closing or to consummate the transactions contemplated hereby or thereby.

Section 7.3 Enforceability. Assuming the due authorization, execution and delivery of this Agreement and those instruments the Purchaser will deliver at the Closing by the other signatories hereto and thereto, this Agreement constitutes, and those instruments the Purchaser will deliver at Closing will constitute, the valid and legally binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its and their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

Section 7.4 No Violation. Subject to receipt of the Purchaser Required Consents and the Purchaser Required Approvals, neither the execution or delivery by the Purchaser of this Agreement or those instruments the Purchaser will deliver at the Closing, nor the Purchaser's compliance with any provision hereof or thereof, nor the Purchaser's consummation of the transactions contemplated hereby or thereby:

(a) violates, or conflicts with, or results in a breach of any provisions of the governing documents of the Purchaser;

(b) results in a default (or gives rise to any right of termination, cancellation or acceleration) under, or conflicts with any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, license, or agreement or other instrument or obligation to which the Purchaser is a party or by which the Purchaser may be bound, except for such defaults (or rights of termination or acceleration) as to which requisite waivers or consents have been obtained, or which would not, individually or in the aggregate, result in a Material Adverse Effect on the Purchaser;

(c) violates any law, rule, regulation, order, writ, injunction or decree, applicable to the Purchaser, except where such violations, individually or in the aggregate, would not result in a Material Adverse Effect on the Purchaser, and will not affect the validity or enforceability of this Agreement or those instruments the Purchaser will deliver at the Closing or the validity of the transactions contemplated hereby or thereby; or

(d) requires the consent or approval of, filing with, or notice to any Person which, if not obtained, would prevent the Purchaser from performing its obligations hereunder or under those instruments the Purchaser will deliver at the Closing.

Section 7.5 Litigation. As of the date hereof, there is no claim, action, proceeding or investigation pending or, to the Purchaser's Knowledge, threatened against or relating to the Purchaser or its Affiliates before any court, arbitrator or Governmental Authority, or any judgment, decree or order of any court, arbitrator or Governmental Authority, which would, individually or in the aggregate, reasonably be expected to result, or has resulted, in (i) a Material Adverse Effect on the Purchaser, (ii) the institution of legal proceedings to prohibit or restrain the performance of this Agreement or those instruments the Purchaser will deliver at Closing or the consummation by the Purchaser of the transactions contemplated hereby or thereby, or (iii) a material impairment of the Purchaser's ability to perform its obligations under this Agreement or those instruments the Purchaser will deliver at the Closing.

Section 7.6 Consents and Approvals. Except for those consents listed on Schedule 7.6 (the “Purchaser Required Consents”) and those approvals from Governmental Authorities listed on Schedule 7.6 (the “Purchaser Required Approvals”), no consent, approval, authorization, or permit of, or filing with or notification to, any Person is required for or in connection with the execution and delivery by the Purchaser of this Agreement or those instruments the Purchaser will deliver at Closing or for or in connection with the consummation of the transactions contemplated hereby or thereby and the performance by the Purchaser of its obligations hereunder or thereunder.

Section 7.7 Brokers. All negotiations relating to this Agreement and the transactions contemplated hereby for the benefit of the Purchaser have been carried on by the Purchaser or its Affiliates in such a manner as not to give rise to any valid claim against DIHL or DUET3 for any brokerage commission, finder’s fee, financial advisory fee or other like payment to any Person.

Section 7.8 Equity Commitment Letter. The Purchaser expressly acknowledges and agrees that the consummation of the transactions contemplated by this Agreement is not subject to any financing condition or contingency. The Purchaser has delivered to DIHL and DUET3 a true and complete copy of the Equity Commitment Letter, and GIC Infra Holdings (i) has committed to invest the amounts set forth therein under the circumstances described therein and (ii) has agreed that Sellers may rely on and enforce the Equity Commitment Letter as intended third party beneficiaries thereof. The Equity Commitment Letter has not been amended or modified (or any provisions thereunder waived), and the commitments contained therein have not been withdrawn or rescinded in any respect. The Equity Commitment Letter is in full force and effect and is a legal, valid and binding obligation of the parties thereto. There are no conditions precedent or other contingencies related to the funding of the full amount set forth in the Equity Commitment Letter, other than those described in the Equity Commitment Letter. The Purchaser will have, immediately prior to the Closing, sufficient readily available cash funds to pay the Purchase Price upon the terms and conditions of this Agreement as well as all fees and expenses, and any Liquidated Damages Amount, required to be paid by the Purchaser in connection with the transactions contemplated by this Agreement.

Section 7.9 Characteristics of the Purchaser; No Distribution. The Purchaser is an experienced and knowledgeable investor in the businesses in which DQE Holdings is involved. Prior to entering into this Agreement, the Purchaser was advised by its counsel, accountants, financial advisors and such other Persons it has deemed appropriate concerning this Agreement and has relied solely on the Sellers’ representations and warranties expressly contained herein and the Purchaser’s own independent investigation and evaluation of, and appraisal and judgment with respect to the assets, liabilities, results of operations, condition (financial or otherwise) and prospects of DQE Holdings, and the revenue, price and expense assumptions applicable thereto. The Purchaser hereby acknowledges that the Shares and the Promissory Note are not registered under the Securities Act or registered or qualified for sale under any state securities laws and cannot be resold without registration thereunder or exemption therefrom. The Purchaser is an “accredited investor,” as such term is defined in Regulation D of the Securities Act, and will acquire the Shares and the Promissory Note for its own account, solely for investment purposes and not with a view to a sale or distribution thereof in violation of

the Securities Act, any applicable state “blue sky” laws or any other applicable securities laws. The Purchaser has sufficient knowledge and experience in financial and business matters to enable it to evaluate the risks of investment in the Shares and the Promissory Note and to make an informed investment decision. The Purchaser has the ability to bear the economic risk of this investment in the Shares and the Promissory Note.

Section 7.10 Purchaser Not a Competitor. The Purchaser does not distribute electricity in the service area of DQE Holdings and its Subsidiaries.

Section 7.11 Sellers’ Representations and Warranties Modifying the Purchaser’s Knowledge. To the Knowledge of the Purchaser, the Sellers’ representations and warranties made in this Agreement as of the date hereof are true and correct. The Purchaser hereby agrees that to the extent any representation or warranty of DIHL or DUET3 is, to the Knowledge of the Purchaser acquired on or prior to the date hereof, untrue or incorrect and the Purchaser proceeds to close the transactions contemplated by this Agreement, (i) the Purchaser will have no rights under this Agreement by reason of such untruth or inaccuracy and (ii) any such representation or warranty by DIHL or DUET3, as the case may be, shall be deemed to be amended to the extent necessary to render it consistent with such Knowledge of the Purchaser.

Section 7.12 Disclaimer of Representations and Warranties.

(a) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PURCHASER UNDERSTANDS AND AGREES THAT EACH OF DIHL AND DUET3 EXPRESSLY DISCLAIMS AND NEGATES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT COMMON LAW, STATUTORY OR OTHERWISE, INCLUDING ANY AS TO (i) LIABILITIES, OR (ii) THE OPERATION OR CONDITION OF, OR ANY OTHER MATTER OF ANY KIND WHATSOEVER RELATING TO, THE SHARES, THE PROMISSORY NOTE, THE TRANSACTION AGREEMENTS OR THE BUSINESS, OPERATIONS OR ASSETS OF DQE HOLDINGS. THE PURCHASER FURTHER AGREES THAT NO INFORMATION OR MATERIAL PROVIDED BY (INCLUDING IN ANY DATA ROOM OR MANAGEMENT PRESENTATIONS) OR COMMUNICATION OR STATEMENT MADE BY DQE HOLDINGS OR ANY REPRESENTATIVE OF DQE HOLDINGS WILL CONSTITUTE, CREATE OR OTHERWISE CAUSE TO EXIST ANY REPRESENTATION OR WARRANTY BY DQE HOLDINGS, AND DQE HOLDINGS AND ITS REPRESENTATIVES SHALL HAVE NO LIABILITY FOR ANY SUCH INFORMATION OR MATERIAL PROVIDED OR COMMUNICATION OR STATEMENT MADE. THE PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED ON SUCH INFORMATION OR MATERIAL PROVIDED OR COMMUNICATION OR STATEMENT MADE IN MAKING ITS DECISION TO PARTICIPATE IN THE TRANSACTION. THE PURCHASER AGREES THAT DQE HOLDINGS IS AN INTENDED THIRD PARTY BENEFICIARY OF THIS PROVISION.**

(b) The Purchaser further acknowledges that any recourse it may have in respect of any representations and warranties set forth in this Agreement shall be limited to DIHL and DUET3 (and not DQE Holdings). In furtherance of the foregoing, the Purchaser on

behalf of itself, its affiliates, successors and assigns, hereby knowingly, voluntarily, unconditionally and irrevocably waives, fully and finally releases, acquits and forever discharges DQE Holdings, its affiliates (other than the Sellers) and each of their respective successors, assigns, officers, directors, employees, shareholders (other than the Sellers), members (other than the Sellers) and agents (each, a "Released Party") from any and all actions, causes of action, suits, debts, accounts, bonds, bills, covenants, contracts, controversies, obligations, claims, counterclaims, debts, demands, damages, costs, expenses, compensation or liabilities of every kind and any nature whatsoever, in each case whether absolute or contingent, liquidated or unliquidated, known or unknown, and whether arising under any agreement or understanding or otherwise at law or equity, against any Released Parties (including but not limited to all claims for costs and attorneys fees) that the Purchaser, its affiliates, successors or assigns, ever had, has or may have, now or in the future, to the extent arising out of, relating to or resulting from the management presentation presented to the Purchaser (the "Management Presentation") or any information provided or communication or statement made, or omissions from any such information provided or communication or statement made, in connection with the Management Presentation, including, without limitation, any claims arising under any contract or state or federal statutory or common law, including federal or state securities laws, or any other claim or action of any kind. The Purchaser agrees that DQE Holdings is an intended third party beneficiary of this provision.

ARTICLE VIII

COVENANTS OF THE PARTIES

Section 8.1 Expenses. Except as otherwise provided in any other provision of this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

Section 8.2 Regulatory Matters.

(a) Other Regulatory Filings. Each party hereto shall cooperate and use commercially reasonable efforts to prepare and file, or cause to be filed, as soon as practicable, but in no event later than twenty (20) Business Days from the date of this Agreement, all necessary documentation, to effect all necessary applications, notices, petitions, filings and other documents, and to use commercially reasonable efforts to obtain all necessary permits, consents, approvals and authorizations of all Governmental Authorities necessary or advisable to obtain the DIHL Required Approvals, the DUET3 Required Approvals and the Purchaser Required Approvals prior to the Initial Termination Date (as the same may be extended hereunder). Each party hereto shall have the right to review within a reasonable time in advance and to offer comments on any filing made after the date hereof and until the Initial Termination Date (as the same may be extended hereunder) by the other parties hereto (or Affiliates of the other parties hereto) with any Governmental Authority with respect to the transactions contemplated by this Agreement other than personal identifier information and other confidential information customarily provided separately to the Governmental Authority.

(b) Copies and Notices. Each party shall promptly provide the other parties with copies of all filings made by such party with any Governmental Authority in connection with this Agreement and the transactions contemplated hereby other than personal identifier information and other confidential information customarily provided separately to the Governmental Authority. The parties shall keep each other apprised of the status of matters relating to the completion of the transactions contemplated hereby, including promptly furnishing the other parties with copies of any notices or other communications received by DIHL, DUET3 or the Purchaser, as the case may be, or any of their respective Affiliates, from any third party or any Governmental Authority with respect to the transactions contemplated by this Agreement. Each party shall promptly provide the other parties with notice of any change or event that would reasonably be expected to materially impair such party's ability to perform its obligations under or consummate the transactions contemplated by this Agreement.

(c) Commercially Reasonable Efforts. As used in this Section 8.2, the term "commercially reasonable efforts" shall include, without limitation, taking such action as is necessary to (i) satisfy any conditions imposed by any Governmental Authority in all Final Orders and (ii) respond as promptly as practicable to any inquiries or requests received from any Governmental Authority for additional information or documentation. The "commercially reasonable efforts" contemplated hereby shall include proposing, negotiating, committing to and effecting, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of such assets or businesses of the Purchaser, or agreeing to such limitations on its conduct or actions as may be required in order to obtain the DIHL Required Approvals, the DUET3 Required Approvals and the Purchaser Required Approvals as soon as reasonably practicable, and to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding which would otherwise have the effect of preventing or delaying the Closing.

Section 8.3 Consents. Each party hereto shall cooperate and use commercially reasonable efforts to obtain the DIHL Required Consents, the DUET3 Required Consents and the Purchaser Required Consents as soon as reasonably practicable. If, notwithstanding the exercise of its commercially reasonable efforts, a party is unable to obtain any of the DIHL Required Consents or DUET3 Required Consents, the failure to obtain such consents shall not prevent the Closing, including the execution and delivery of the Transaction Agreements Assignment and Assumption Instrument, unless any such consent is identified on Schedule 5.7 or Schedule 6.7 as a Closing condition.

Section 8.4 Further Assurances. Each party will, and, as applicable, will cause its Affiliates, to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate the transactions contemplated by this Agreement in accordance with the terms hereof, including executing such further documents or instruments and taking such further actions as may be reasonably requested by another party in order to consummate the transactions contemplated by this Agreement in accordance with the terms hereof.

Section 8.5 Financial Information. After the Closing, upon reasonable written notice, the parties shall furnish or cause to be furnished to each other and their respective Affiliates, accountants, counsel and other representatives, during normal business hours, such

information (including records pertinent to DQE Holdings) as is reasonably necessary for the requesting party to comply with applicable financial reporting, accounting and tax requirements.

Section 8.6 Announcements. The parties shall use reasonable efforts to consult with each other prior to issuing any press releases or making any other public announcements with respect to this Agreement or the transactions contemplated hereby and shall not issue any such press release or public announcement prior to such consultation, except as may be required by applicable law or obligations under any listing agreement with or rules of any national securities exchange and except for such press releases or public announcements that refer to this Agreement or the transactions contemplated hereby by using statements that previously have been made publicly.

Section 8.7 LLC Agreement Matters. The Purchaser acknowledges and agrees that it has reviewed the LLC Agreement and understands its obligations thereunder as a transferee (as contemplated by the LLC Agreement) of the Shares. The Purchaser expressly agrees that prior to the Closing, it shall comply with its obligations as a transferee of the Shares under the LLC Agreement, including those obligations set forth in Section 4.2 and Section 4.5 of the LLC Agreement. In particular, the Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, as promptly as practicable, all action necessary to deliver, or cause to be delivered, to DQE Holdings and, as applicable, its Members: (i) the Legal Opinion, (ii) evidence of all required third party and governmental approvals necessary to transfer the Shares to the Purchaser, (iii) evidence that the transfer of the Shares will not result in any adverse tax consequences for DQE Holdings, (iv) a copy of the Admission Application, duly executed by the Purchaser, requesting admission as a member of DQE Holdings, and (v) a fee sufficient to cover all reasonable expenses of DQE Holdings in connection with the Purchaser's admission as a member of DQE Holdings, in each case as required or contemplated by the LLC Agreement. In connection with the foregoing, the Purchaser will cooperate with DIHL and the other parties to the LLC Agreement, as the case may be, to negotiate and agree to any technical amendments to the LLC Agreement that may be necessary to accomplish the admission of the Purchaser as a member of DQE Holdings.

Section 8.8 Transaction Agreements Matters. The Purchaser acknowledges and agrees that (i) it has reviewed the Transaction Agreements and understands its obligations thereunder as a transferee of DIHL's and DUET3's interests under the Transaction Agreements, (ii) at Closing, it will assume all of the obligations and liabilities of DIHL and DUET3 arising under the Transaction Agreements, and (iii) in connection with the foregoing, it will cooperate with DIHL, DUET3 and the other parties to the Transaction Agreements, as the case may be, to negotiate and agree to any technical amendments to the Transaction Agreements that may be necessary to accomplish the assignment of the Transaction Agreements to, and the assumption of such obligations and liabilities by, the Purchaser. Each of the Sellers covenants that it will timely perform all its respective obligations under the Transaction Agreements and promptly notify the Purchaser of any failure to do so on the part of either DIHL and DUET3 or of any other party to the Transaction Agreements. In the event that either Seller becomes aware that the representation in Section 4.12 is inaccurate in any material respect, it shall promptly notify the Purchaser. In addition, the Sellers agree to use reasonable best efforts to cooperate with the Purchaser (whether before or immediately following the Closing) in initiating the process of compelling redemption of the Promissory Note and all other DQE Promissory Notes (as defined

in the Transaction Agreements). Notwithstanding anything contained herein to the contrary, the parties agree that on the Interest Escrow Release Date (as defined below) the Purchaser shall promptly pay, or cause to be paid, to the Sellers, by wire transfer of immediately available funds to such account(s) as the Sellers may designate, a cash amount equal to fifty percent (50%) of the Interest Escrow Agreement Balance plus interest accrued thereon from and after the Closing to the date of actual payment pursuant to this provision. For purposes hereof, the "Interest Escrow Release Date" shall mean the earlier of (i) the date on which the Promissory Note is redeemed by DQE Holdings (as contemplated by the Transaction Agreements) and (ii) the first date on which any funds in the Interest Escrow Account (as defined in the Transaction Agreements) are released to, and actually received by, the Purchaser. For the avoidance of doubt, the Interest Escrow Agreement Balance shall not be deemed to have been released to, and actually received by the Purchaser to the extent that the funds are due and payable pursuant to the Transaction Agreements and the Interest Escrow Account, but (i) the Promissory Note has not been redeemed by DQE Holdings, and (ii) the Purchaser waives its right to receive a payment under the Interest Escrow Account.

Section 8.9 No Shop. Unless this Agreement is terminated pursuant to Article IX, DIHL shall not (i) sell, assign, transfer or deliver, or agree to sell, assign, transfer or deliver, the Shares to any Person other than the Purchaser, or (ii) otherwise encumber the Shares (except for DIHL Scheduled Encumbrances). In addition, unless this Agreement is terminated pursuant to Article IX, DUET3 shall not (i) sell, assign, transfer or deliver, or agree to sell, assign, transfer or deliver, the Promissory Note to any Person other than the Purchaser, except as contemplated by the Transaction Agreements, or (ii) otherwise encumber the Promissory Note (except for DUET3 Scheduled Encumbrances).

Section 8.10 Confidentiality. Except as expressly set forth in this Agreement, the Purchaser shall, and shall instruct each of its representatives to, hold in confidence all information received from the Sellers or any of their representatives pursuant to this Agreement in accordance with the terms of the Confidentiality Agreement. Notwithstanding any provision of the Confidentiality Agreement to the contrary, the Purchaser acknowledges and agrees that the obligations of confidentiality expressed in the Confidentiality Agreement continue for two (2) years from the date of receipt of confidential information (including information received from the Sellers or any of their representatives pursuant to this Agreement) and that the intention of this provision is to cause such obligations to continue to survive for the relevant two-year period whether or not the Closing occurs.

Section 8.11 Transfer Taxes. The Purchaser shall be responsible for the timely payment of, and shall indemnify and hold harmless the Sellers from and against, all Transfer Taxes, if any, arising out of or in connection with the transactions contemplated by this Agreement; provided, however, that Purchaser shall not be responsible for Transfer Taxes imposed by a Governmental Authority in Australia. The Purchaser shall prepare and file all necessary documentation and Tax Returns with respect to such Transfer Taxes; provided, however, that the Sellers shall cooperate with the Purchaser and take any action reasonably requested by the Purchaser in order to minimize such Transfer Taxes so long as such action does not cause the Sellers to incur any cost. The Sellers shall be responsible for the timely payment of, and shall indemnify and hold harmless the Purchaser from and against, all Transfer Taxes, imposed by a Governmental Authority in Australia, if any, arising out of or in connection with

the transactions contemplated by this Agreement; provided, however, that the Purchaser shall cooperate with the Sellers and take any action reasonably requested by the Sellers in order to minimize such Transfer Taxes so long as such action does not cause the Purchaser to incur any cost.

Section 8.12 LLC Distributions and Payments. DIHL shall not agree to any amendment or waiver of or under the Transaction Agreements, including without limitation, any amendment or waiver that would have the effect of (i) permitting, prior to the Closing, any distribution by DQE Holdings in respect of the Shares, or (ii) eliminating or otherwise modifying, prior to the Closing, the obligation of the Sellers to reinvest in additional capital in DQE Holdings any interest or other payments received by the Sellers with respect to the Promissory Note. Any distribution by DQE Holdings in respect of the Shares or Promissory Notes paid or declared after the Closing shall be for the account of the Purchaser.

Section 8.13 Limitation of RE2's Liability. Notwithstanding any other provision of this Agreement to the contrary, the Purchaser expressly acknowledges and agrees that:

(a) RE2 enters into this Agreement solely in its capacity as responsible entity of DUET3.

(b) Any liability of RE2 arising in connection with this Agreement is limited to the extent that RE2 is able to be indemnified for that liability out of the assets of DUET3 under the DUET3 constitution. The Purchaser acknowledges and agrees that it may enforce its rights against RE2 with respect to the non-observance of RE2's obligations under this Agreement only to the extent necessary to enforce the Purchaser's rights, powers and remedies against RE2 in respect of the assets of DUET3 by subrogation or otherwise.

(c) Notwithstanding Section 8.13(b), RE2 is liable to the extent that a liability under this Agreement arises out of RE2's own fraud, willful misconduct, negligence, breach of trust or breach of duty which disentitles it from an indemnity out of the assets of DUET3 in relation to the relevant liability.

Section 8.14 Sales of Shares by Other Members of DQE Holdings. In the event that before Closing, DIHL receives a notice pursuant to Article IV of the LLC Agreement of a proposed sale of shares in DQE Holdings by either a Sellers' Affiliate or another member of DQE Holdings, DIHL shall give the Purchaser written notice thereof not less than two (2) Business Days after receipt of such notice. DIHL agrees to use commercially reasonable efforts to cooperate with the Purchaser, should the Purchaser notify DIHL that the Purchaser is interested in purchasing any of the shares that DIHL is entitled to purchase pursuant to the LLC Agreement and the Parties agree at the Purchaser's sole cost and expense to use commercially reasonable efforts to negotiate in good faith the purchase of such shares by DIHL on behalf of the Purchaser to the extent that any such purchase does not impair, impede or delay the consummation of the transactions otherwise contemplated by this Agreement.

Section 8.15 Redemption of Promissory Notes. The Sellers shall use their reasonable best efforts to seek the agreement of the holders of all other DQE Promissory Notes

(as defined in the Transaction Agreements) and DQE Holdings to redeem the Promissory Note and all other DQE Promissory Notes as contemplated by the Transaction Agreements immediately following the Closing.

ARTICLE IX

CONDITIONS

Section 9.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each party to effect the Closing shall be subject to the satisfaction, on or prior to the Closing, of the following conditions, except that, to the extent permitted by applicable law, such conditions may be waived in writing pursuant to Section 12.11 by the joint action of the parties hereto:

(a) No Injunction. No temporary restraining order or preliminary or permanent injunction or other order by any court of competent jurisdiction preventing consummation of the transactions contemplated by this Agreement shall have been issued and be continuing in effect, and the transactions contemplated by this Agreement shall not have been prohibited under any applicable federal or state law or regulation.

(b) Statutory Approvals. The DIHL Required Approvals, the DUET3 Required Approvals and the Purchaser Required Approvals shall have been obtained and such approvals shall have become Final Orders.

Section 9.2 Conditions to the Obligations of the Purchaser to Effect the Closing. The obligation of the Purchaser to effect the Closing shall be further subject to the satisfaction, on or prior to the Closing, of the following conditions, except as may be waived by the Purchaser in writing pursuant to Section 12.11:

(a) Performance of Obligations of the Sellers. Each of the Sellers shall have performed in all material respects with its agreements and covenants contained in or contemplated by this Agreement which are required to be performed by the Sellers at or prior to the Closing.

(b) Representations and Warranties. The representations and warranties of the Sellers shall be true and correct in all material respects (except for representations and warranties that are qualified by a materiality standard which shall be true and correct in all respects) as of the date hereof and the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (except for representations and warranties that expressly speak only as of a specific date or time which only need to be true and correct as of such date or time).

(c) DIHL Required Consents and DUET3 Required Consents. The DIHL Required Consents identified on Schedule 5.7 as a Closing condition and the DUET3 Required Consents identified on Schedule 6.7 as a Closing condition shall have been obtained.

Section 9.3 Conditions to the Obligations of the Sellers to Effect the Closing. The obligation of the Sellers to effect the Closing shall be further subject to the satisfaction, on

or prior to the Closing, of the following conditions, except as may be waived by DIHL or DUET3, as applicable, in writing pursuant to Section 12.11:

(a) Performance of Obligations of the Purchaser. The Purchaser shall have performed in all material respects with its agreements and covenants contained in or contemplated by this Agreement which are required to be performed by it at or prior to the Closing.

(b) Representations and Warranties. The representations and warranties of the Purchaser shall be true and correct in all material respects (except for representations and warranties that are qualified by a materiality standard which shall be true and correct in all respects) as of the date hereof and the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date (except for representations and warranties that expressly speak only as of a specific date or time which only need to be true and correct as of such date or time).

(c) Deliveries Required Under the LLC Agreement. The Purchaser shall have delivered, or caused to have been delivered, to DQE Holdings and, as applicable, its Members: (i) the Legal Opinion, (ii) evidence of all required third party and governmental approvals necessary to transfer the Shares to the Purchaser, (iii) evidence that the transfer of the Shares will not result in any adverse tax consequences for DQE Holdings, (iv) a copy of the Admission Application, duly executed by the Purchaser, requesting admission as a member of DQE Holdings, and (v) a fee sufficient to cover all reasonable expenses of DQE Holdings in connection with the Purchaser's admission as a member of DQE Holdings, in each case as required or contemplated by the LLC Agreement but in no event to exceed USD \$50,000.

ARTICLE X

TERMINATION

Section 10.1 Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing Date under the following circumstances:

(a) by mutual written consent of the Purchaser, DIHL and DUET3;

(b) by any party, by written notice to the other parties, if any state or federal law, order, rule or regulation is adopted or issued, which has the effect, as supported by the written opinion of outside counsel for such party, of prohibiting the consummation of the transactions contemplated hereby or if any court of competent jurisdiction in the United States or any state shall have issued an order, judgment or decree permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby, and such order, judgment or decree shall have become final and non-appealable;

(c) by any party, by written notice to the other parties, if the Closing shall not have occurred on or before the date that is twelve (12) calendar months from the date of

this Agreement (the “Initial Termination Date”); provided, however, that the right to terminate this Agreement pursuant to this Section 10.1(c) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement shall have proximately contributed to the failure of the Closing to occur on or before such date; and provided, further, that if on the Initial Termination Date the conditions to the Closing set forth in Section 9.1(b) shall not have been fulfilled but all other conditions to the Closing shall have been fulfilled or shall be capable of being fulfilled, then the Initial Termination Date shall be automatically extended by an additional three (3) calendar months;

(d) by the Purchaser, by written notice to the Sellers, if there shall have been any breach of any representation or warranty, or any such representation and warranty shall have become untrue and incapable of being cured prior to the Closing Date, or any breach of any covenant or agreement of one or both of the Sellers hereunder, such that a condition in Section 9.2 would not be satisfied, and such breach or condition is not curable or, if curable, shall not have been remedied within thirty (30) days after receipt by the Sellers of written notice from the Purchaser specifying the nature of such breach and requesting that it be remedied or the Purchaser shall not have received adequate assurance of a cure of such breach within such thirty (30) day period; or

(e) by the Sellers, by written notice to the Purchaser, if there shall have been any breach of any representation or warranty, or any such representation and warranty shall have become untrue and incapable of being cured prior to the Closing Date, or any breach of any covenant or agreement of the Purchaser hereunder, such that a condition in Section 9.3 would not be satisfied, and such breach or condition is not curable or, if curable, shall not have been remedied within thirty (30) days after receipt by the Purchaser of written notice from the Sellers specifying the nature of such breach and requesting that it be remedied or the Sellers shall not have received adequate assurance of a cure of such breach within such thirty (30) day period.

Section 10.2 Effect of Termination. Each party’s right of termination under this ARTICLE X is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of such right of termination will not be deemed to be an election of remedies. If this Agreement is terminated pursuant to Section 10.1, all obligations of the parties under this Agreement will terminate, except that the obligations of the parties in this Section 10.2, Section 10.3, Section 10.4, Section 8.1, Section 8.10 and all of ARTICLE XII shall survive.

Section 10.3 Liquidated Damages. If this Agreement is terminated by the Sellers pursuant to Section 10.1(e), then the Purchaser shall pay an amount equal to ten percent (10%) of the Purchase Price (“Liquidated Damages Amount”) to the Sellers as liquidated damages hereunder. If this Agreement is terminated by the Purchaser pursuant to Section 10.1(d), then the Sellers shall promptly (but no later than five (5) Business Days after receiving notice of termination) pay to the Purchaser, by wire transfer in immediately available funds, an amount of dollars equal to the Liquidated Damages Amount as liquidated damages hereunder. The parties agree that the agreements contained in this Section 10.3 are an integral part of the transactions contemplated by this Agreement and constitute liquidated damages and not a penalty. The parties further agree that if one party is or becomes obligated to pay such liquidated damages (including by means of forfeit), the right to receive such liquidated damages shall be the sole remedy of the other party for monetary damages with respect to the facts and circumstances

giving rise to such payment obligation. Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Section 10.3 shall not limit in any way the terminating party's right to pursue the remedies contemplated by Section 12.12 of this Agreement.

Section 10.4 Liquidated Costs. Subject to compliance with the Purchaser's obligations under Section 8.7 of this Agreement, if this Agreement is terminated by either the Sellers or the Purchaser pursuant to Section 10.1(c) because of the inability of the Sellers to satisfy the LLC Agreement Transfer Compliance or the Promissory Note Transfer Compliance requirements then the Sellers shall pay an amount equal to USD\$1,000,000 (the "Liquidated Costs Amount") to the Purchasers as liquidated damages hereunder. The parties agree that the agreements contained in this Section 10.4 are an integral part of the transactions contemplated by this Agreement and constitute liquidated damages and not a penalty. The parties further agree that if one party is or becomes obligated to pay such liquidated damages, the right to receive such liquidated damages shall be the sole remedy of the other party for monetary damages with respect to the facts and circumstances giving rise to such payment obligation. Notwithstanding any other provision of this Agreement to the contrary, the provisions of this Section 10.4 shall not limit in any way the terminating party's right to pursue the remedies contemplated by Section 12.12 of this Agreement.

ARTICLE XI

SURVIVAL; INDEMNIFICATION

Section 11.1 Survival of Representations, Warranties, Covenants and Agreements. Except as otherwise provided in this Agreement, if the Closing occurs, (i) the representations and warranties of the Sellers and the Purchaser contained in this Agreement shall survive the Closing for a period of eighteen (18) months after the Closing Date and thereafter shall terminate and be of no further force or effect; provided, however, that the representations and warranties set forth in Section 5.3, Section 6.3 and Section 7.3 shall survive until the expiration of the applicable statute of limitations, (ii) the covenants and agreements of the Sellers and the Purchaser contained in this Agreement shall survive the Closing in accordance with their respective terms. For the avoidance of doubt, an Indemnified Party may bring a claim for an inaccuracy or breach of a representation or warranty or breach of a covenant or agreement only if it has notified the Indemnifying Party of the inaccuracy or breach before the expiration of the applicable survival period for such representation, warranty, covenant or agreement.

Section 11.2 Indemnification of the Purchaser by the Sellers. From and after the Closing, and subject to the other limitations set forth in this Agreement, the Sellers shall indemnify, defend and hold harmless the Purchaser, its Affiliates and each of their respective officers, directors, employees, shareholders and agents (each, a "Purchaser Indemnitee") from and against any and all Damages actually incurred or sustained by a Purchaser Indemnitee to the extent arising out of, relating to or resulting from (i) any inaccuracy or breach by the Sellers of their respective representations and warranties contained in ARTICLE IV, ARTICLE V or ARTICLE VI, as the case may be, or (ii) any breach by the Sellers of their respective covenants

and agreements contained in this Agreement or in any instrument delivered by DIHL or DUET3 at the Closing.

Section 11.3 Indemnification of the Sellers by the Purchaser. From and after the Closing, and subject to the other limitations set forth in this Agreement, the Purchaser shall indemnify, defend and hold harmless the Sellers, their Affiliates and each of their respective officers, directors, employees, shareholders and agents (each, a "Seller Indemnitee") from and against any and all Damages actually incurred or sustained by a Seller Indemnitee to the extent arising out of, relating to or resulting from (i) any breach by the Purchaser of its representations and warranties contained in ARTICLE VII, (ii) any breach by the Purchaser of its covenants and agreements contained in this Agreement or in any instrument delivered by the Purchaser at the Closing, or (iii) any obligations or liabilities arising under the Transaction Agreements and assumed by the Purchaser pursuant to this Agreement.

Section 11.4 Indemnification Procedures.

(a) If any claim or demand is made against an Indemnified Party with respect to any matter by any Person who is not a party to this Agreement (or an Affiliate thereof) (a "Third Party Claim") that may give rise to a claim for indemnification against an Indemnifying Party under this ARTICLE XI, then the Indemnified Party will as promptly as practicable notify the Indemnifying Party in writing and in reasonable detail of the Third Party Claim (including the factual basis for the Third Party Claim, and, to the extent known, the amount of the Third Party Claim); provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is materially prejudiced as a result thereof.

(b) The Indemnifying Party will have the right to participate in or to assume the defense of the Third Party Claim (in either case at the expense of the Indemnifying Party) with counsel of its choice reasonably satisfactory to the Indemnified Party. In the event that the Indemnifying Party fails to respond to the defense of the Third Party Claim within ten (10) Business Days after receipt of notice pursuant to Section 11.4(a), the Indemnified Party has the right to assume the defense of the Third Party Claim (at the expense of the Indemnifying Party) until such time as the Indemnifying Party assumes the defense thereof. The Indemnifying Party will be liable for the reasonable fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has failed to assume the defense thereof. Should the Indemnifying Party so elect to assume the defense of a Third Party Claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that, if the Indemnified Party reasonably concludes that a conflict of interest exists in respect of such claim, such Indemnified Party will have the right to employ separate counsel reasonably satisfactory to the Indemnifying Party to represent such Indemnified Party and in that event the reasonable fees and expenses of such separate counsel (but not more than one separate counsel for all Indemnified Parties) shall be paid by such Indemnifying Party. If the Indemnifying Party is conducting the defense of the Third Party Claim, the Indemnified Party, at its sole cost and expense, may retain separate counsel, and participate in the defense of the Third Party Claim, it being understood that the Indemnifying Party will control such defense.

(c) No Indemnifying Party will consent to any settlement, compromise or discharge (including the consent to entry of any judgment) of any Third Party Claim without the Indemnified Party's prior written consent (which consent will not be unreasonably withheld); provided, however, if the Indemnifying Party assumes the defense of any Third Party Claim the Indemnified Party will agree to any settlement, compromise or discharge of such Third Party Claim that the Indemnifying Party may recommend and that by its terms obligates the Indemnifying Party to pay all monetary amounts in connection with such Third Party Claim and unconditionally releases the Indemnified Party completely from all liability in connection with such Third Party Claim; provided, further however, that the Indemnified Party may refuse to agree to any such settlement, compromise or discharge (a) that provides for injunctive or other non-monetary relief affecting the Indemnified Party or (b) that, in the reasonable opinion of the Indemnified Party, would otherwise materially adversely affect the Indemnified Party. Whether or not the Indemnifying Party shall have assumed the defense of a Third Party Claim, the Indemnified Party will not admit any liability, consent to the entry of any judgment or enter into any settlement or compromise with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld).

(d) If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnifying Party will keep the Indemnified Party informed of all material developments relating to or arising in connection with such Third Party Claim. If the Indemnifying Party chooses to defend a Third Party Claim, the parties will cooperate in the defense thereof (with the Indemnifying Party being responsible for all reasonable out-of-pocket expenses of the Indemnified Party in connection with such cooperation), which cooperation will include the provision to the Indemnifying Party of records and information relating to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided thereunder.

(e) Any claim on account of Damages for which indemnification is provided under this Agreement that does not involve a Third Party Claim will be asserted by prompt written notice given by the Indemnified Party to the Indemnifying Party from whom such indemnification is sought. The failure by any Indemnified Party to so notify the Indemnifying Party will not relieve the Indemnifying Party from any obligation hereunder, unless (and then solely to the extent) the Indemnifying Party is materially prejudiced as a result thereof.

Section 11.5 Limitations on Indemnification.

(a) Any indemnification payment made by the Sellers to the Purchaser shall be treated for all applicable federal, state, local and non-U.S. tax purposes as a repayment of the cash consideration paid by the Purchaser to the Sellers hereunder. Any indemnification payment by the Purchaser to the Sellers shall be treated for all applicable federal, state, local and non-U.S. tax purposes as additional cash consideration paid by the Purchaser to the Sellers.

(b) Notwithstanding any other provision of this Agreement to the contrary, no monetary amount will be payable by an Indemnifying Party to any Seller Indemnitee or Purchaser Indemnitee, as the case may be, with respect to the indemnification of any claims hereunder until the aggregate amount of Damages actually incurred by all Seller Indemnitees or Purchaser Indemnitees, as the case may be, with respect to all such claims

exceeds, on a cumulative basis, an amount equal to one percent (1%) of the sum of the Share Purchase Price and Note Purchase Price, in which event the Indemnified Party may only recover Damages to the extent they exceed such amount; provided, however, that the limitations set forth in this Section 11.5(b) shall not apply to Specified Damages.

(c) Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of Damages payable by the Sellers or the Purchaser to Purchaser Indemnitees or Seller Indemnitees, respectively, with respect to the indemnification of any claims hereunder shall be, and shall not exceed twenty percent (20%) of the sum of the Share Purchase Price and the Note Purchase Price; provided, however, that the foregoing limitations set forth in this Section 11.5(c) shall not apply to Specified Damages; and, provided, further that in no event shall the Sellers be responsible for, nor be required to pay any Damages (including Specified Damages) in respect of, the indemnification of any claims hereunder to the extent that the sum of all Damages (including Specified Damages) payable to Purchaser Indemnitees hereunder exceeds, on a cumulative basis, the sum of the Share Purchase Price and the Note Purchase Price.

(d) Notwithstanding any other provision of this Agreement to the contrary, an Indemnified Party shall use commercially reasonable efforts to mitigate all Damages relating to a claim under these indemnification provisions, including availing itself of any defenses, limitations, rights of contribution, claims against third Persons and other rights at law or equity.

(e) After the Closing, except in the case of fraud or willful misconduct, the rights and remedies of the Purchaser and the Sellers under this ARTICLE XI are exclusive and in lieu of any and all other rights and remedies which the Purchaser and the Sellers may have under this Agreement.

(f) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY (INCLUDING ANY INDEMNIFIED PARTY) SHALL BE ENTITLED TO RECOVER UNDER THIS ARTICLE XI FROM ANY OTHER PARTY (INCLUDING AN INDEMNIFYING PARTY) FOR, AND EACH PARTY HEREBY WAIVES ANY RIGHT TO RECOVER, ANY DAMAGES BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given (a) when delivered personally, (b) when sent by reputable overnight courier service or (c) when telecopied (which is confirmed by copy sent within one (1) Business Day by a reputable overnight courier service) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) If to DIHL or DUET3, to:

Level 12

1 Martin Place
Sydney, NSW 2000 Australia
Attention: General Counsel, DUET Group
Telephone: +61 2 8232 8794
Telecopy: +61 2 8232 4713

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington, DC 20005
Attention: Pankaj K. Sinha, Esq.
Telephone: 202-371-7307
Telecopy: 202-393-5760

(b) If to the Purchaser, to:

Clevedon Investment Pte Ltd
c/o GIC Special Investments Pte Ltd
1st Floor, York House
45 Seymour Street
London W1H 7LX, United Kingdom
Facsimile: +44 20 7725-3511
Attention: Head, Global Infrastructure Group,
With a copy to Stuart Baldwin and,
In the case of service of process,
With an additional copy to the attention
Of: General Counsel, Government of Singapore
Investment Corporation Pte Ltd

with a copy to:

Jones Day LLP
222 East 41st Street
New York, New York 10017-6702
Facsimile: (212) 755-7306
Attention: Paul Downs

Section 12.2 Entire Agreement; Modification or Amendment. This Agreement (including the Exhibits and Schedules to this Agreement), the Confidentiality Agreement and those instruments to be delivered hereunder by the parties at Closing contain the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement, and supersede all negotiations, representations, warranties, commitments, offers,

contracts and writings prior to the execution date of this Agreement, written or oral. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly signed by the parties hereto referring specifically to this Agreement.

Section 12.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable laws, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable laws, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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 by this Agreement are fulfilled to the greatest extent possible. To the extent permitted by applicable laws, the parties hereto waive any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect.

Section 12.5 Assignability. The rights under this Agreement shall not be assignable or transferable nor the duties delegable by any party hereto without the prior written consent of the other parties, which consent may be granted or withheld in such other parties' sole discretion; provided, however, that the Sellers shall not unreasonably withhold or delay their consent to the assignment by the Purchaser of its rights under the Agreement to an Affiliate.

Section 12.6 Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to principles of conflicts of law, other than New York General Obligations Law Section 5-1401. Each of the parties to this Agreement hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of any court of the State of New York and any federal court located in New York County, New York, with respect to any proceeding relating to this Agreement.

Section 12.7 Waiver of Jury Trial and Certain Damages. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND (B) WITHOUT LIMITING SECTION 10.3, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES.

Section 12.8 No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the parties hereto and their respective permitted successors and assigns, nor is anything in this

Agreement intended to relieve or discharge the obligation or liability of any third Persons to any party hereto, nor give any third Persons any right of subrogation or action against any party hereto.

Section 12.9 No Relationship. Nothing in this Agreement creates or is intended to create an association, trust, partnership, joint venture or any other entity or similar legal relationship between the parties hereto, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to any party. No party hereto is or shall act as or be the agent or representative of any other party.

Section 12.10 Construction of Agreement. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties hereto participated equally in the drafting of the same. Consequently, the parties hereto acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

Section 12.11 Waiver of Compliance. To the extent permitted by applicable laws, any failure of any of the parties hereto to comply with any obligation, covenant, agreement or condition set forth herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by such party, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any prior or subsequent failure to comply therewith. The failure of a party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

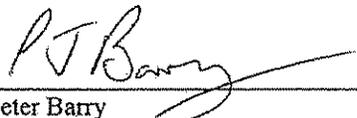
Section 12.12 Specific Performance. In the event of any actual or threatened default in, or breach of, any of the covenants or agreements in this Agreement, the party or parties who are or are to be thereby aggrieved shall have the right of specific performance and injunctive relief giving effect to its or their rights under this Agreement without the need to post bond, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. The parties agree that any such breach or threatened breach would cause irreparable injury, that the remedies at law for any such breach or threatened breach, including monetary damages, are inadequate compensation for any loss, and that any defense in any action for specific performance that a remedy at law would be adequate is waived.

Section 12.13 Time of Essence. Time is of the essence in this Agreement. If the date specified in this Agreement for giving any notice or taking any action is not a Business Day (or if the period during which any notice is required to be given or any action taken expires on a date which is not a Business Day), then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next day which is a Business Day.

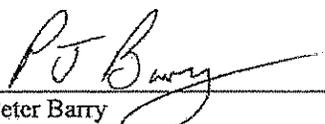
[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of DIHL, DUET3 and the Purchaser has caused this Agreement to be signed by a duly authorized officer as of the date first written above.

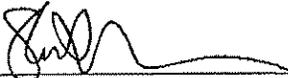
DUET INVESTMENT HOLDINGS LIMITED

By: 
Name: Peter Barry
Title: CEO, DUET Group

AMPCI Macquarie Infrastructure Management
No. 2 Limited, as responsible entity of Diversified
Utility and Energy Trust No. 3 (DUET3)

By: 
Name: Peter Barry
Title: CEO, DUET Group

CLEVEDON INVESTMENT PTE. LTD.

By: 
Name: STUART BALDWIN
Title: Senior Vice President

SCHEDULE 1.1(i)

Knowledge of the Sellers

Peter Barry

David Bartholomew

SCHEDULE 1.1(ii)

Knowledge of the Purchaser

Christopher Curtain

Stuart Baldwin

Liam O'Kane

SCHEDULE 5.3

DIHL Scheduled Encumbrances

1. Restrictions on "Transfer" as defined and set forth in the LLC Agreement.
2. Security interest over DIHL's holdings in DQE Holdings under the terms of that certain Security Agreement dated 26 August 2008.
3. Fixed charge over DIHL's ownership interest in DQE Holdings under that certain Deed of Fixed Charge between Westpac Administration Pty Ltd (as Security Trustee) and DIHL dated 25 August 2008.
4. Encumbrances arising under the Transaction Agreements.

SCHEDULE 5.7

DIHL Required Consents

1. Consent of Westpac Banking Corporation (ABN 33 007 457 141) as facility agent pursuant to the DUET—Project SUPER Syndicated Facility Agreement dated 18 June 2008 (as amended from time to time).*
2. Release by Westpac Administration Pty Ltd (as Security Trustee) of its security interest over DIHL's holdings in DQE Holdings under the terms of that certain Security Agreement dated 26 August 2008. Notice of such release must be lodged with the Australian Securities and Investments Commission for Charge No. 1686505.*
3. Release by Westpac Administration Pty Ltd (as Security Trustee) of a fixed charge over DIHL's ownership interest in DQE Holdings under that certain Deed of Fixed Charge between Westpac Administration Pty Ltd (as Security Trustee) and DIHL dated 25 August 2008. Notice of such release must be lodged with the Australian Securities and Investments Commission for Charge No. 1685894.*
4. The LLC Agreement Transfer Compliance.*
5. Consent to the Change of Control pursuant to the Credit Agreement dated December 20, 2006 among DQE Merger Sub Inc., Barclays Bank Plc as Facility Agent, the Lenders and Barclays Bank Plc, as Issuing Bank.*
6. Consent to the Change of Control pursuant to the Credit Agreement dated May 31, 2007 among Duquesne Light Company, Barclays Bank Plc as Facility Agent, the Lenders and Barclays Bank Plc, as Issuing Bank.*
7. To the extent necessary, consent of the other parties to the Transaction Agreements to the assignment of the Transaction Agreements to the Purchaser.

* Obtaining this consent is a Closing condition.

DIHL Required Approvals

1. Approval under Section 203 of the Federal Power Act.
2. Approval by the Pennsylvania Public Utility Commission pursuant to Section 1102(a)(3) and Section 2812 of the Public Utility Code.
3. Review of the Committee on Foreign Investment in the United States under the Exon-Florio Amendment.

SCHEDULE 6.3

DUET3 Scheduled Encumbrances

1. Fixed charge over RE2's interest (as responsible entity of DUET3) as lender under the Promissory Note under that certain Deed of Fixed Charge between Westpac Administration Pty Ltd (as Security Trustee), RE2 (as responsible entity of DUET3) and Perpetual Trustee Company Limited dated 25 August 2008.
2. Fixed charge over Perpetual Trustee Company Limited's interest under the Promissory Note (as DUET3 Custodian) under that certain Deed of Fixed Charge between Westpac Administration Pty Ltd (as Security Trustee), RE2 (as responsible entity of DUET3) and Perpetual Trustee Company Limited dated 25 August 2008.
3. Encumbrances arising under the Transaction Agreements.

SCHEDULE 6.7

DUET3 Required Consents

1. Consent of Westpac Banking Corporation (ABN 33 007 457 141) as facility agent pursuant to the DUET—Project SUPER Syndicated Facility Agreement dated 18 June 2008 (as amended from time to time).*
2. Release by Westpac Administration Pty Ltd (as Security Trustee) of a fixed charge over RE2's interest (as responsible entity of DUET3) as lender and Perpetual Trustee Company Limited's interest as DUET3 Custodian under the Promissory Note under that certain Deed of Fixed Charge between Westpac Administration Pty Ltd (as Security Trustee), RE2 and Perpetual Trustee Company Limited dated 25 August 2008. Notice of such release must be lodged with the Australian Securities and Investments Commission for Charge numbers 1685903 (RE2) and 1685902 (Perpetual Trustee Company Limited).*
3. Consent of DQE Holdings, as borrower, to the assignment of RE2's rights (as responsible entity of DUET3), as lender, under the Promissory Note to the Purchaser.*
4. The Promissory Note Transfer Compliance.
5. To the extent necessary, consent of the other parties to the Transaction Agreements to the assignment of the Transaction Agreements to the Purchaser.

* Obtaining this consent is a Closing condition.

DUET3 Required Approvals

1. Approval of the Pennsylvania Public Utility Commission in conjunction with the transfer of interests by DIHL listed in Schedule 5.7.
2. Review of the Committee on Foreign Investment in the United States under the Exon-Florio Amendment.

SCHEDULE 7.6

Purchaser Required Consents

NONE

Purchaser Required Approvals

1. Approval under Section 203 of the Federal Power Act.*
2. Any approval of the acquisition of the interests of DIHL or DUET3 in DQE Holdings required under the Pennsylvania Public Utility Code.*
3. Approval of any agreement between the Purchaser and Duquesne Light Company.*
4. Review of the Committee on Foreign Investment in the United States under the Exon-Florio Amendment.*

* Obtaining this approval is a Closing condition.

NAME:
TITLE:

ADMISSION APPLICATION

The undersigned hereby requests admission as a Member of DQE Holdings LLC, a Delaware limited liability company (the "Parent"), and requests that the records of Parent reflect such admission.

The undersigned hereby agrees to comply with and be bound by the Amended and Restated Limited Liability Company Agreement of Parent, as the same may be amended from time to time.

Executed at _____ on _____
(City and State) (Date)

(Signature)

(Printed Name)

(Address)

(Address)

(City, State, Zip Code, Country)

(Social Security No., TIN, or ABN)

CONTACT INFORMATION

to be included in Schedule C

(Printed Name)

(Address)

(Address)

(City, State, Zip Code, Country)

(Attention)

(Phone)

(Fax)

NOTE ASSIGNMENT AND ASSUMPTION INSTRUMENT

THIS NOTE ASSIGNMENT AND ASSUMPTION INSTRUMENT (this "Assignment Instrument"), effective as of _____, 2010, is made and entered into by and between AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), a company incorporated in Victoria, Australia ("RE2"), solely in its capacity as responsible entity of DIVERSIFIED UTILITY AND ENERGY TRUST NO. 3 (ARSN 124 997 986), an Australian registered managed investment scheme ("Assignor"), and Clevedon Investment Pte. Ltd., a company incorporated in the Republic of Singapore ("Assignee"). Assignor and Assignee may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

A. Assignor is the lender under that certain promissory note, dated as of June 20, 2007, made by DQE Holdings LLC, a Delaware limited liability company ("DQE Holdings"), as borrower thereunder, in favor of Assignor, as lender thereunder, in the principal amount of USD\$201,227,372 (the "Promissory Note").

B. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated as of September 28, 2010, by and among DUET Investment Holdings Limited (ABN 22 120 456 573), a company incorporated in Victoria, Australia, Assignor and Assignee (the "Purchase and Sale Agreement").

C. Pursuant to the terms of the Purchase and Sale Agreement, Assignor desires to sell, assign, transfer and deliver to Assignee one hundred percent (100%) of its right, title and interest in and to the Promissory Note, and Assignee desires to purchase, assume, acquire and accept from Assignor all of Assignor's right, title and interest in and to the Promissory Note.

D. The parties to the Purchase and Sale Agreement are now prepared to consummate the transactions contemplated thereby at the Closing (as defined in the Purchase and Sale Agreement).

E. In connection with such Closing, the Parties intend to reflect Assignor's sale, assignment, transfer and delivery of the Promissory Note to Assignee, and Assignee's purchase, assumption, acquisition and acceptance of Assignor's right, title and interest in and to the Promissory Note by the execution and delivery of this Assignment Instrument between Assignor and Assignee.

F. DQE Holdings has agreed to consent to the assignment of the Promissory Note pursuant to this Assignment Instrument.

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

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Promissory Note, free and clear of all liens, claims, security interests and other encumbrances of any nature whatsoever (other than those arising under the Transaction Agreements (as defined in the Purchase and Sale Agreement)).

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Promissory Note and assumes and agrees to perform and discharge without recourse to Assignor or its affiliates all liabilities and obligations associated with the Promissory Note.

3. No Third Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the Parties and DQE Holdings, their respective successors and permitted assigns, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns.

4. Binding Effect; Assignment. This Assignment Instrument and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Governing Law. This Assignment Instrument shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Notice. Any notices contemplated to be delivered under the Promissory Note to Assignor shall henceforth be delivered to Assignee as follows:

Clevedon Investment Pte Ltd
c/o GIC Special Investments Pte Ltd
1st Floor, York House
45 Seymour Street
London W1H 7LX, United Kingdom
Facsimile: +44 20 7725-3511
Attention: Head, Global Infrastructure Group,
With a copy to Stuart Baldwin and,
In the case of service of process,
With an additional copy to the attention
Of: General Counsel, Government of Singapore
Investment Corporation Pte Ltd

With a copy to:

Jones Day LLP
222 East 41st Street
New York, New York 10017-6702

Facsimile: (212) 755-7306
Attention: Paul Downs

7. Limitation of RE2's Liability. Notwithstanding any other provision of this Assignment Instrument to the contrary, Assignee expressly acknowledges and agrees that:

(a) RE2 enters into this Assignment Instrument solely in its capacity as responsible entity of Assignor.

(b) Any liability of RE2 arising in connection with this Assignment Instrument is limited to the extent that RE2 is able to be indemnified for that liability out of the assets of Assignor under the Assignor constitution. Assignee acknowledges and agrees that it may enforce its rights against RE2 with respect to the non-observance of RE2's obligations under this Assignment Instrument only to the extent necessary to enforce Assignee's rights, powers and remedies against RE2 in respect of the assets of Assignor by subrogation or otherwise.

(c) Notwithstanding Section 7(b), RE2 is liable to the extent that a liability under this Assignment Instrument arises out of RE2's own fraud, willful misconduct, negligence, breach of trust or breach of duty which disentitles it from an indemnity out of the assets of Assignor in relation to the relevant liability.

8. Facsimile; Counterparts. This Assignment Instrument may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment Instrument to be signed by a duly authorized officer as of the date first written above.

ASSIGNOR:

AMPCI Macquarie Infrastructure Management No. 2 Limited, as responsible entity of Diversified Utility and Energy Trust No. 3

By: _____
Name: Peter Barry
Title: CEO, DUET Group

ASSIGNEE:

CLEVEDON INVESTMENT PTE. LTD.

By: _____
Name:
Title:

**FOREGOING ASSIGNMENT INSTRUMENT
ACKNOWLEDGED AND CONSENTED TO BY DQE HOLDINGS:**

DQE HOLDINGS LLC

By: _____
Name:
Title:

Share Transfer Notice

[CLEVEDON INVESMENT PTE. LTD. LETTERHEAD]

[DATE]

DQE Holdings LLC
Level 9
125 West 55th Street
New York, New York 10019

Subject: Transfer of Shares of DQE Holdings LLC

To Whom It May Concern:

Reference is made to that certain Amended and Restated Limited Liability Company Agreement of DQE Holdings LLC, effective as of May 31, 2007 (the "LLC Agreement"). Unless otherwise defined herein, capitalized terms used in this letter shall have the meaning given to those terms in the LLC Agreement.

Clevedon Investment Pte. Ltd. (the "Purchaser") entered into a purchase and sale agreement (the "PSA"), dated September 28, 2010, with DUET Investment Holdings Limited (ABN 22 120 456 573), a company incorporated in Victoria, Australia ("DIHL"), and AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), a company incorporated in Victoria, Australia, solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986), an Australian registered managed investment scheme, whereby, among other things, DIHL sold, assigned, transferred and delivered to the Purchaser, and the Purchaser purchased, assumed, acquired and accepted from DIHL, all of the Shares held by DIHL.

In compliance with Section 4.5(b) of the LLC Agreement, as evidenced by the attached copy of the share certificate originally issued to DIHL, representing all of the Shares originally held by DIHL, together with the reverse of such share certificate which has been endorsed by DIHL in favor of the Purchaser and was delivered to the Purchaser on the date hereof in connection with the closing under the PSA, the Purchaser hereby (i) accepts all of the terms and provisions of the LLC Agreement and (ii) represents that the assignment of the Shares by DIHL to the Purchaser was made in accordance with all applicable laws and regulations.

Very truly yours,

Clevedon Investment Pte. Ltd.
[Authorized Officer]
[Title]

Legal Opinion Matters

The Purchaser has capacity and authority to enter into the Admission Application and the LLC Agreement.

The Admission Application and the LLC Agreement will constitute legal, valid and binding obligations of the Purchaser (or its successors and assigns), which are enforceable in accordance with their respective terms.

Transfer of the Shares to the Purchaser is in accordance with all applicable securities and utility (state and federal) laws.

TRANSACTION AGREEMENTS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of _____, 2010 (this "Assignment Instrument"), is made by and among DUET Investment Holdings Limited (ABN 22 120 456 573), a company incorporated in Victoria, Australia ("DIHL"), AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), a company incorporated in Victoria, Australia ("RE2"), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986), an Australian registered managed investment scheme ("DUET3" and together with DIHL, the "Assignors"), and Clevedon Investment Pte. Ltd., a company incorporated in the Republic of Singapore (the "Assignee"). Assignors and Assignee may be referred to individually as a "Party," and collectively as the "Parties."

RECITALS

A. Assignors are parties to (i) that certain Transaction Agreement, dated as of December 9, 2009 (the "Transaction Agreement"), by and among DQE Holdings LLC ("DQE Holdings") all members of DQE Holdings (collectively, the "Members") and all Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement), (ii) that certain Interest Escrow Agreement, dated as of December 9, 2009 (the "Interest Escrow Agreement"), by and among DQE Holdings, the Members, all Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement) and The Bank of New York Mellon, acting as the interest escrow agent (the "Interest Escrow Agent"), and (iii) that certain irrevocable letter of direction, dated December 9, 2009 (the "Irrevocable Directions"), delivered by certain Members and certain Affiliate DQE Promissory Note Holders (as defined in the Transaction Agreement) to the Interest Escrow Agent pursuant to the Interest Escrow Agreement. The Transaction Agreement, the Interest Escrow Agreement and the Irrevocable Directions are referred to collectively as the "Transaction Agreements."

B. Assignors and Assignee are parties to that certain Purchase and Sale Agreement, dated as of September 28, 2010 (the "Purchase and Sale Agreement").

C. Pursuant to the terms of the Purchase and Sale Agreement, each Assignor desires to sell, assign, transfer and deliver to Assignee 100% of its respective right, title and interest in and to the Transaction Agreements and Assignee desires to (i) purchase, assume, acquire and accept from each Assignor all of its respective right, title and interest in and to the Transaction Agreements, and (ii) assume all of the obligations and liabilities of the Assignors arising under the Transaction Agreements (the "Assumed Liabilities").

D. The Parties are now prepared to consummate the transaction contemplated by the Purchase and Sale Agreement at the Closing (as defined in the Purchase and Sale Agreement).

E. In connection with such Closing, the Parties intend to reflect each Assignor's sale, assignment, transfer and delivery of the Transaction Agreements to Assignee, and Assignee's purchase, assumption, acquisition and acceptance of each Assignor's right, title and interest in

and to the Transaction Agreements and Assignee's assumption of the Assumed Liabilities by the execution and delivery of this Assignment Instrument among Assignors and Assignee.

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

1. Assignment. Each Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of its respective right, title and interest in and to the Transaction Agreements.

2. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment of the Transaction Agreements and assumes and agrees to perform and discharge without recourse to Assignors or their affiliates all Assumed Liabilities. In connection with Assignee's assumption of the Assumed Liabilities, Assignee expressly assumes Assignors' obligations under Section 2.4, Section 2.5 and Section 2.6 of the Transaction Agreement and hereby makes, as of the date hereof, the representations and warranties contained in Section 3.2 of the Transaction Agreement and Section 15 of the Interest Escrow Agreement.

3. No Third Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the Parties, DQE Holdings and the other parties to the Transaction Agreements, their respective successors and permitted assigns, any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of the Parties, DQE Holdings, the other parties to the Transaction Agreements and their respective successors and permitted assigns.

4. Binding Effect; Assignment. This Assignment Instrument and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Governing Law. This Assignment Instrument shall be governed by, and construed in accordance with, the laws of the State of New York.

6. Notice. Any notices contemplated to be delivered under the Transaction Agreements to Assignors shall henceforth be delivered to Assignee as follows:

Clevedon Investment Pte Ltd
c/o GIC Special Investments Pte Ltd
1st Floor, York House
45 Seymour Street
London W1H 7LX, United Kingdom
Facsimile: +44 20 7725-3511
Attention: Head, Global Infrastructure Group,
With a copy to Stuart Baldwin and,
In the case of service of process,
With an additional copy to the attention

Of: General Counsel, Government of Singapore
Investment Corporation Pte Ltd

With a copy to:

Jones Day LLP
222 East 41st Street
New York, New York 10017-6702
Facsimile: (212) 755-7306
Attention: Paul Downs

7. Limitation of RE2's Liability. Notwithstanding any other provision of this Assignment Instrument to the contrary, Assignee expressly acknowledges and agrees that:

(a) RE2 enters into this Assignment Instrument solely in its capacity as responsible entity of DUET3.

(b) Any liability of RE2 arising in connection with this Assignment Instrument is limited to the extent that RE2 is able to be indemnified for that liability out of the assets of DUET3 under the DUET3 constitution. Assignee acknowledges and agrees that it may enforce its rights against RE2 with respect to the non-observance of RE2's obligations under this Assignment Instrument only to the extent necessary to enforce Assignee's rights, powers and remedies against RE2 in respect of the assets of DUET3 by subrogation or otherwise.

(c) Notwithstanding Section 7(b), RE2 is liable to the extent that a liability under this Assignment Instrument arises out of RE2's own fraud, willful misconduct, negligence, breach of trust or breach of duty which disentitles it from an indemnity out of the assets of DUET3 in relation to the relevant liability.

8. Facsimile; Counterparts. This Assignment Instrument may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each of the Assignors and Assignee has caused this Assignment Instrument to be signed by a duly authorized officer as of the date first written above.

ASSIGNORS:

DUET INVESTMENT HOLDINGS LIMITED

By: _____

Name: Peter Barry

Title: CEO, DUET Group

ASSIGNEE:

CLEVEDON INVESTMENT PTE. LTD.

By: _____

Name:

Title:

Equity Commitment Letter

[GIC INFRA HOLDINGS LETTERHEAD]

September __, 2010

From: GIC Infra Holdings Pte. Ltd.

To: Clevedon Investment Pte. Ltd.

Dear Sirs:

Re: Purchase and Sale Agreement (the "Purchase Agreement") entered into between DUET Investment Holdings Limited (ABN 22 120 456 573 ("DIHL"), and AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), ("RE2"), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986 ("DUET3" and together with DIHL, the "Sellers"), and Clevedon Investment Pte. Ltd., (the "Purchaser").

We refer to the proposed acquisition by Purchaser of the right, title and interest in and to the Shares, the Promissory Note, and the Transaction Agreements pursuant to the terms and conditions of the Purchase Agreement (the "Transaction").

1. We confirm that GIC Infra Holdings Pte. Ltd. ("Holdco") is the sole shareholder of Purchaser.
2. The undersigned shall fund, or cause an affiliate to fund, Purchaser, through direct or indirect equity contributions and/or shareholder loans, (i) in the event of a Closing, the Purchase Price immediately prior to the time that Purchaser becomes obligated under the Purchase Agreement to effect the Closing; or (ii) in the event of a termination pursuant to Section 10.3 of the Purchase Agreement, the Liquidated Damages (collectively the "Commitment").
3. We acknowledge and agree that Sellers will be relying on this letter in entering into the Purchase Agreement and related agreements with Purchaser and that Sellers are third party beneficiaries, and shall be entitled to enforce (by specific performance or otherwise), all obligations of the undersigned in this letter. The undersigned's obligation to fund the Commitment may not be assigned without the consent of Sellers other than to an affiliate of the undersigned and, in any event, no assignment by the undersigned of its obligation to fund the Commitment shall relieve the undersigned of its obligations hereunder.

4. All capitalized terms used, but not defined, in this letter shall have the meanings attributed to such terms in the Purchase Agreement.
5. This letter and its contents are considered confidential and may not be disclosed in any part without the prior written consent of the undersigned; provided that the undersigned and Sellers shall be entitled to disclose this letter and its contents (i) to their officers, directors, affiliates, advisors and consultants; and (ii) where required under law, regulation or legal process.
6. This letter and all of the obligations hereunder shall terminate upon the earlier to occur of (a) the completion of the Closing, and (b) the termination of the Purchase Agreement in accordance with its terms.
7. This letter may not be amended after the date hereof without the prior written consent of the undersigned and Sellers.
8. This letter shall be governed by and construed in accordance with the laws of the State of New York. The signatories hereto consent to the non-exclusive jurisdiction in the United States District Court for the Southern District of New York (and any courts from which appeals from judgments of that court are heard) as to any dispute or claim as to which there is subject matter jurisdiction in that court and, for all other disputes or claims, the signatories consent to non-exclusive jurisdiction in the Supreme Court of the State of New York, New York County (and any courts from which appeals from judgments of that court are heard). Each of the signatories hereto agrees that a final judgment (subject to any appeals therefrom) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the signatories hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this letter or the transactions contemplated hereby in any New York State or Federal court in accordance with the provisions of this letter. Each of the signatories hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

SIGNED by:

GIC Infra Holdings Pte Ltd

Name:
Title:

Clevedon Investment Pte. Ltd.

Name:
Title:

Acknowledged and agreed by **DUET Investment Holdings Limited**

Name: Peter Barry
Title: CEO, DUET Group

Acknowledged and agreed by **AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986):**

Name: Peter Barry
Title: CEO, DUET Group

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") dated as of November ~~21~~ 2010 (the "Effective Date"), is made and entered into by and among Clevedon Investment Pte Ltd, a company incorporated in the Republic of Singapore ("Assignor"), Epsom Investment Pte Ltd, a company incorporated in the Republic of Singapore ("Assignee"), DUET Investment Holdings Limited (ABN 22 120 456 573), a company incorporated in Victoria, Australia ("DIHL"), and AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), a company incorporated in Victoria, Australia ("RE2"), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986), an Australian registered managed investment scheme ("DUET3" and together with DIHL, the "Sellers").

WHEREAS, Assignor and the Sellers are parties to the Purchase and Sale Agreement, dated as of September 28, 2010; and

WHEREAS, pursuant to Section 12.5 of the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor its rights and obligations under the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.
2. Assignment. Assignor hereby grants, transfers, sets over and assigns to Assignee, and Assignee hereby accepts, and hereby assumes all of Assignor's rights, title, interest and entitlements in, benefits of, to and under the Purchase Agreement; and on the date hereof, Assignor assigns and delegates to Assignee and Assignee hereby assumes, accepts responsibility for, and agrees to pay, perform and discharge as and when due any and all of Assignor's obligations under the Purchase Agreement.

3. Equity Commitment Letter. On the date hereof, the Assignee has provided the Sellers with an Equity Commitment Letter in the form attached hereto as Exhibit A (the "Equity Commitment Letter") reflecting its commitment to fund (i) the Purchase Price at the Closing or (ii) the Liquidated Damages Amount, if any, due by the Assignee subject to the terms and conditions of the Purchase Agreement, as assigned hereby to Assignee.
4. Consent to Assignment. Sellers hereby (i) consent to the transfer and assignment by Assignor to Assignee of all of Assignor's rights, title, interest and entitlements in, benefits of, to and under the Purchase Agreement, and the assignment and delegation by Assignor to Assignee of all of Assignor's obligations under the Purchase Agreement and the assumption by Assignee of such obligations, in each case arising on and after the Effective Date, and (ii) releases Assignor of all obligations and liabilities under the Purchase Agreement arising on and after the Effective Date. For the avoidance of doubt Assignor remains liable for all obligations and liabilities under the Purchase Agreement arising prior to the Effective Date.
5. Reaffirmation of Purchaser's Representations and Warranties. As a result of the assignment contemplated by this Agreement, except as otherwise expressly contemplated hereby, all references to the Purchaser contained in the Purchase Agreement hereafter shall be deemed to be references to Assignee. In connection therewith, Assignee hereby represents and warrants to Sellers all of the Purchaser's representations and warranties contained in Article VII of the Purchase Agreement, as though such representations and warranties were made by Assignee as of the date of the Effective Date.
6. Representation and Warranty that Assignee is an Affiliate of Assignor. Assignor and Assignee, jointly and severally, hereby represent and warrant to the Sellers that Assignee is an Affiliate of Assignor.
7. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to principles of conflicts of law, other than New York General Obligations Law Section 5-1401. Each of the parties to this Agreement hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of any court of the State of New York and any federal court located

in New York County, New York, with respect to any proceeding relating to this Agreement.

8. Waiver of Jury Trial and Certain Damages. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND (B) WITHOUT LIMITING SECTION 10.3 OF THE PURCHASE AGREEMENT, ANY RIGHT IT MAY HAVE TO RECEIVE DAMAGES FROM ANY OTHER PARTY BASED ON ANY THEORY OF LIABILITY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS) OR PUNITIVE DAMAGES.
9. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any party hereto, nor give any third Persons any right of subrogation or action against any party hereto.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable laws, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable laws, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto 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 by this Agreement are fulfilled to the greatest extent possible. To the extent permitted by applicable laws, the parties hereto waive any provision of applicable law that renders any provision hereof prohibited or unenforceable in any respect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, each of Assignor, Assignee and DIHL, and DUET3 has caused this Agreement to be signed by a duly authorized officer as of the date first written above.

CLEVEDON INVESTMENT PTE LTD

By: 
Name: CHRISTOPHER CURTAIN
Title: AUTHORISED SIGNATORY

EPSOM INVESTMENT PTE LTD

By: 
Name: CHRISTOPHER CURTAIN
Title: AUTHORISED SIGNATORY

DUET INVESTMENT HOLDINGS LIMITED

By: _____
Name: Peter Barry
Title: CEO, DUET Group

AMPCI Macquarie Infrastructure Management
No. 2 Limited, as responsible entity of Diversified
Utility and Energy Trust No. 3 (DUET3)

By: _____
Name: Peter Barry
Title: CEO, DUET Group

IN WITNESS WHEREOF, each of Assignor, Assignee and DIHL, and DUET3 has caused this Agreement to be signed by a duly authorized officer as of the date first written above.

CLEVEDON INVESTMENT PTE LTD

By: _____
Name:
Title:

EPSOM INVESTMENT PTE LTD

By: _____
Name:
Title:

DUET INVESTMENT HOLDINGS LIMITED

By:  _____
Name: Peter Barry
Title: CEO, DUET Group

AMPCI Macquarie Infrastructure Management
No. 2 Limited, as responsible entity of Diversified
Utility and Energy Trust No. 3 (DUET3)

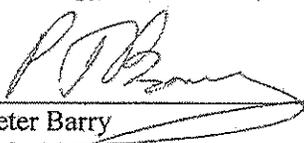
By:  _____
Name: Peter Barry
Title: CEO, DUET Group

Exhibit A

Equity Commitment Letter

[GIC INFRA HOLDINGS LETTERHEAD]

November __, 2010

From: GIC Infra Holdings Pte Ltd

To: Epsom Investment Pte Ltd

Dear Sirs:

Re: Assignment and Assumption Agreement dated as of November __, 2010 (the "Assignment and Assumption Agreement") entered into between Clevedon Investment Pte Ltd, (the "Assignor"), Epsom Investment Pte Ltd (the "Assignee") DUET Investment Holdings Limited (ABN 22 120 456 573 ("DIHL"), and AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), ("RE2"), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986 ("DUET3" and together with DIHL, the "Sellers").

We refer to the proposed acquisition by Purchaser of the right, title and interest in and to the Shares, the Promissory Note, and the Transaction Agreements pursuant to the terms and conditions of the Purchase and Sale Agreement between Sellers and Assignor dated as of September 28, 2010 (the "Purchase Agreement") and the Assignment and Assumption Agreement (the "Transaction").

1. We confirm that GIC Infra Holdings Pte. Ltd. ("Holdco") is the sole shareholder of Assignor and Assignee.
2. The undersigned shall fund, or cause an affiliate to fund, Assignee, through direct or indirect equity contributions and/or shareholder loans, (i) in the event of a Closing, the Purchase Price immediately prior to the time that Assignee becomes obligated under the Purchase Agreement to effect the Closing; or (ii) in the event of a termination pursuant to Section 10.3 of the Purchase Agreement, the Liquidated Damages (collectively the "Commitment").
3. We acknowledge and agree that Sellers will be relying on this letter in entering into the Assignment and Assumption Agreement and related agreements with Assignor and Assignee and that Sellers are third party beneficiaries, and shall be entitled to enforce (by specific performance or otherwise), all obligations of the undersigned in this letter. The undersigned's obligation to fund the Commitment may not be assigned without the consent of Sellers other than to an affiliate of the undersigned and, in any event, no

assignment by the undersigned of its obligation to fund the Commitment shall relieve the undersigned of its obligations hereunder.

4. All capitalized terms used, but not defined, in this letter shall have the meanings attributed to such terms in the Purchase Agreement and in the Assignment and Assumption Agreement.
5. This letter and its contents are considered confidential and may not be disclosed in any part without the prior written consent of the undersigned; provided that the undersigned and Sellers shall be entitled to disclose this letter and its contents (i) to their officers, directors, affiliates, advisors and consultants; and (ii) where required under law, regulation or legal process.
6. This letter and all of the obligations hereunder shall terminate upon the earlier to occur of (a) the completion of the Closing, and (b) the termination of the Purchase Agreement in accordance with its terms.
7. This letter may not be amended after the date hereof without the prior written consent of the undersigned and Sellers.
8. This letter shall be governed by and construed in accordance with the laws of the State of New York. The signatories hereto consent to the non-exclusive jurisdiction in the United States District Court for the Southern District of New York (and any courts from which appeals from judgments of that court are heard) as to any dispute or claim as to which there is subject matter jurisdiction in that court and, for all other disputes or claims, the signatories consent to non-exclusive jurisdiction in the Supreme Court of the State of New York, New York County (and any courts from which appeals from judgments of that court are heard). Each of the signatories hereto agrees that a final judgment (subject to any appeals therefrom) in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the signatories hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this letter or the transactions contemplated hereby in any New York State or Federal court in accordance with the provisions of this letter. Each of the signatories hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[SIGNATURES FOLLOW ON NEXT PAGE]

SIGNED by:

GIC Infra Holdings Pte Ltd

Name:
Title:

Clevedon Investment Pte Ltd

Name:
Title:

Epsom Investment Pte Ltd

Name:
Title:

Acknowledged and agreed by **DUET Investment Holdings Limited**

Name: Peter Barry
Title: CEO, DUET Group

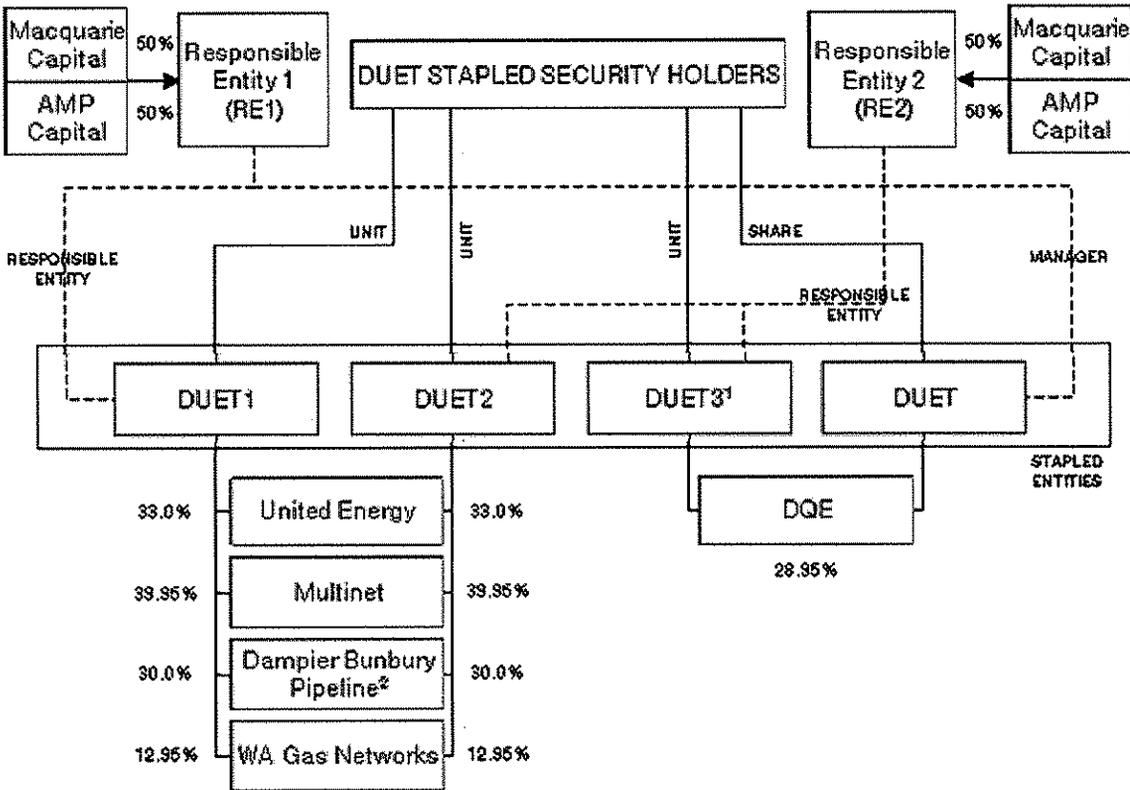
Acknowledged and agreed by **AMPCI Macquarie Infrastructure Management No. 2 Limited (ABN 15 108 014 062), solely in its capacity as responsible entity of Diversified Utility and Energy Trust No. 3 (ARSN 124 997 986):**

Name: Peter Barry
Title: CEO, DUET Group

Appendix B

Corporate Organizational Chart for the DUET Group

DUET Structure Chart



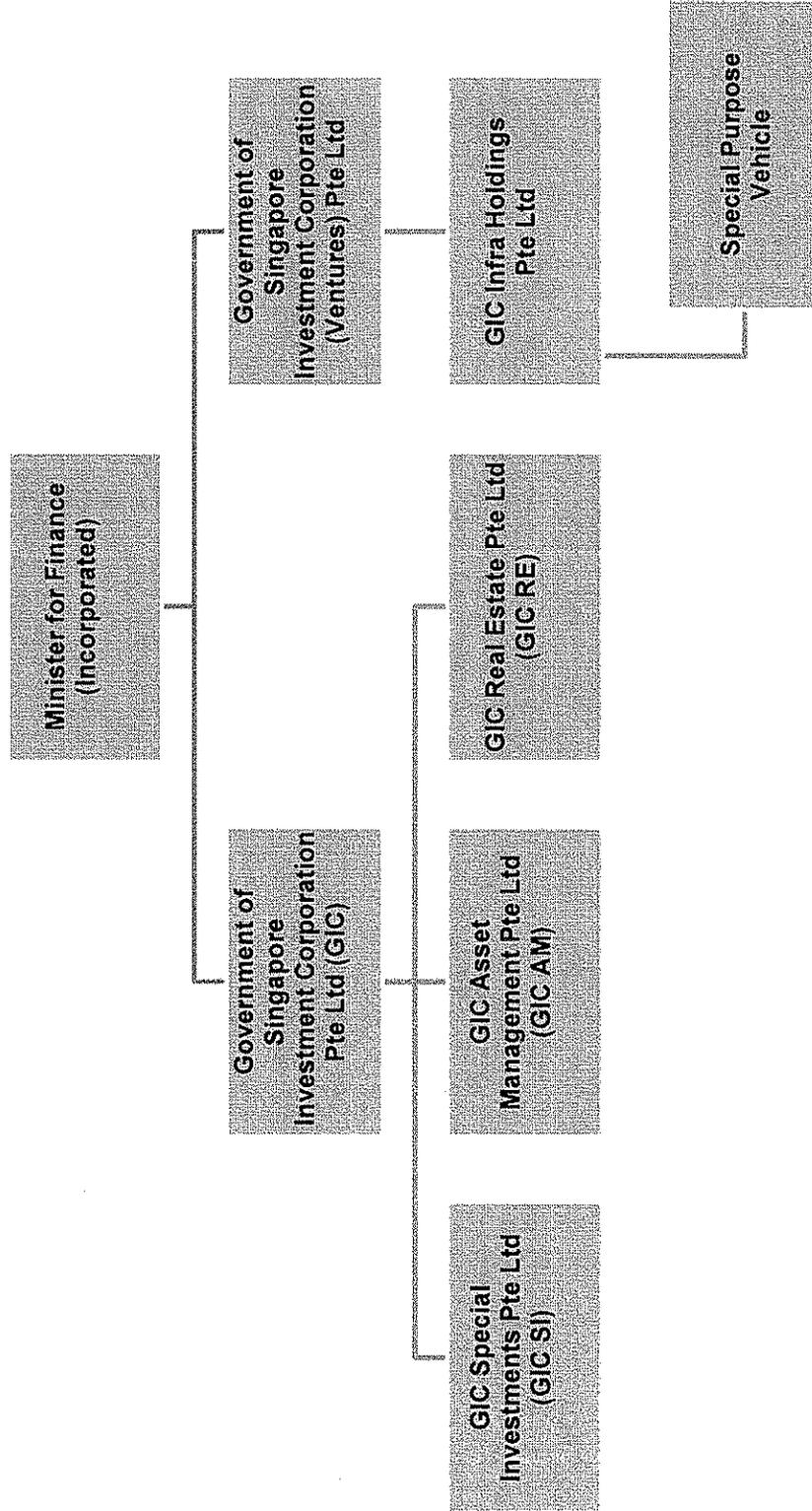
¹ DUET3 owns rights as a lender to DQE under a promissory note.

² DUET1 and DUET2 hold their interests in Dampier Bunbury Pipeline indirectly via an intermediary company wholly owned by DUET1 and DUET2

Appendix C

Corporate Organizational Chart for the GIC Entities

GIC Structure Chart



Appendix D

Diagram of the Corporate Structure as Contemplated
by the Proposed Transaction.

Post-Transaction Corporate Structure

