



Duquesne Light

Our Energy... Your Power

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April 29, 2015

Ms. Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P. O. Box 3265
Harrisburg, Pennsylvania 17105-3265

**Re: Securities Certificate of Duquesne Light Company for the
Issuance of Long-Term Debt in an Aggregate Principal
Amount not to Exceed \$600 Million
Docket S-2014-2432387**

Dear Secretary Chiavetta:

Pursuant to the Pennsylvania Public Utility Commission Order issued August 21, 2014 in the above referenced proceeding, Duquesne Light Company is required to file notice with the Commission within 60 days of any security issuance made as part of the authority granted in that proceeding. This letter is notice that Duquesne Light Company issued First Mortgage Bonds, Series W and Series X, on March 2, 2015. The Series W Bonds were issued in the amount of \$100 million at the rate of 3.78% for a term of thirty years. The Series X Bonds were issued in the amount of \$200 million at the rate of 3.93% for a term of forty years. With this issuance, there is \$300 million remaining to be issued under the present Securities Certificate.

This notice also includes the enclosed summary of the terms of each issuance, including the interest rate, maturity and call provisions of the securities issued.

If you have any questions regarding the information contained in this filing, please contact me at 412-393-1058 or rhoaglund@duqlight.com.

Sincerely,

Robert H. Hoaglund II
Robert H. Hoaglund II / ADK
Assistant General Counsel

Enclosure

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PA PUC
SECRETARY'S BUREAU

First Mortgage Bonds, Series W, Summary of Terms

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| Issuer: | Duquesne Light Company (the “Company” or “DLC”) |
| Issue: | First Mortgage Bonds, Series W (the “First Mortgage Bonds”) |
| Original Issue Date: | March 2, 2015 |
| Total Principal amount: | \$100,000,000 |
| Maturity Date: | March 2, 2045 |
| Amortization: | None |
| Interest rates: | 3.78%. |
| Interest Payment Dates: | March 2 and September 2 |
| Trustee: | The Bank of New York Mellon Trust Company, N.A. |
| Security: | The First Mortgage Bonds shall be secured equally and ratably with the Company’s existing and future first mortgage bonds issued under the Indenture of Mortgage and Deed of Trust dated as of April 1, 1992, as amended and restated in its entirety by Supplemental Indenture No. 22, dated as of October 1, 2004, and as further amended and supplemented, including as amended by Supplemental Indenture No. 27, dated as of February 1, 2015, relating to the First Mortgage Bonds (such indenture, as amended and supplemented from time to time, the “Indenture” or the “DLC Mortgage”). The Indenture constitutes a first mortgage lien on substantially all of DLC’s tangible properties used in the transmission and distribution of electric energy and on other property which DLC may from time to time subject to the lien, subject to permitted liens and other customary exclusions and exceptions. |
| Optional redemption: | The First Mortgage Bonds shall be callable at the option of the Company at any time, in whole or in part, at the make-whole price. The make-whole price shall be defined as the greater of (i) par plus accrued interest or (ii) the present value of the remaining principal and interest payments due on the First Mortgage Bonds discounted by the yield on the U.S. Treasury obligation having a final maturity corresponding to the remaining average life of the First Mortgage Bonds plus 50 basis points. |
| Affirmative covenants | <p>Affirmative covenants under the Indenture include, but are not limited to, the following:</p> <ul style="list-style-type: none">☐ Pay principal, interest and premium, if any, in accordance with First Mortgage Bonds and the Indenture, maintain and preserve the Lien of the Indenture, maintain an office where First Mortgage Bonds may be presented for payment, maintain corporate existence and franchises, maintain mortgaged properties, pay taxes when due, maintain insurance, and cause the Indenture and supplemental indentures to be promptly recorded. <p>Additional Affirmative covenants under the Bond Purchase Agreement include, but are not limited to, the following:</p> <ul style="list-style-type: none">☐ Furnish annual audited and quarterly unaudited financial information. |

Negative covenants: Negative Covenants under the Indenture include, but are not limited to, the following:

- ❑ The Company will not permit Liens to be created on the Mortgaged Property other than Permitted Liens and other Liens permitted to exist under the Indenture.

Additional Negative Covenants under the Bond Purchase Agreement include, but are not limited to, the following:

- ❑ Line of Business, and
- ❑ Terrorism Sanctions Regulations

Issuance tests: Additional first mortgage bonds may be issued under the circumstances described in the Indenture including on the basis of Property Additions to the extent of 70% of the cost or the fair value thereof, calculated as provided in the Indenture.

To the extent additional first mortgage bonds are issued on the basis of Property Additions, the Company must deliver a Net Earnings Certificate showing that the Adjusted Net Earnings of the Company for a specified period is not less than an amount equal to twice the Annual Interest Requirements (as defined in the Indenture).

Additional first mortgage bonds may also be issued on the basis of the retirement of an equal principal amount of first mortgage bonds (without the requirement of a Net Earnings Certificate).

Events of default and remedies: Events of Default under the Indenture include the following:

- ❑ Failure to pay interest within 60 days of due date;
- ❑ Failure to pay principal or premium, if any, within three Business Days after maturity;
- ❑ Failure in the performance of any of the covenants (or breaches of warranty) under the Indenture (and not in the Bond Purchase Agreement) which continues for a period of 60 days after written notice from the Trustee or holders of 25% in principal amount of the obligations outstanding under the Indenture, subject to extension of such cure period if corrective action is being diligently pursued; and
- ❑ Certain events of bankruptcy or insolvency of the Company.

A description of the Events of Default and Remedies can be found in Article X of the DLC Mortgage.

Company obligations: The obligations to pay the principal of, premium, if any, and interest on the First Mortgage Bonds are solely obligations of the Company and none of Duquesne Light Holdings, Inc., the members of the consortium that own DQE Holdings LLC, or any of their or DLC's subsidiaries will guarantee or provide any credit support for DLC's obligations on the First Mortgage Bonds.

Duquesne Light Company

Amendments;
modifications:

Amendments to the Bond Purchase Agreement will require the approval of the holders of at least 51% of the aggregate principal amount of outstanding Bonds. Amendments to the Bonds and the DLC Mortgage will be governed by the DLC Mortgage and the Bonds.

A description of the provisions relating to amendments and supplements of the Bonds and the DLC Mortgage can be found in Articles XIV and XV of the DLC Mortgage.

Governing law:

Pennsylvania, except to the extent law of any other jurisdiction is mandatorily applicable.

First Mortgage Bonds, Series X, Summary of Terms

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|-------------------------|---|
| Issuer: | Duquesne Light Company (the "Company" or "DLC") |
| Issue: | First Mortgage Bonds, Series X (the "First Mortgage Bonds") |
| Original Issue Date: | March 2, 2015 |
| Total Principal amount: | \$200,000,000 |
| Maturity Date: | March 2, 2055 |
| Amortization: | None |
| Interest rates: | 3.93%. |
| Interest Payment Dates: | March 2 and September 2 |
| Trustee: | The Bank of New York Mellon Trust Company, N.A. |
| Security: | The First Mortgage Bonds shall be secured equally and ratably with the Company's existing and future first mortgage bonds issued under the Indenture of Mortgage and Deed of Trust dated as of April 1, 1992, as amended and restated in its entirety by Supplemental Indenture No. 22, dated as of October 1, 2004, and as further amended and supplemented, including as amended by Supplemental Indenture No. 28, dated as of February 1, 2015, relating to the First Mortgage Bonds (such indenture, as amended and supplemented from time to time, the "Indenture" or the "DLC Mortgage"). The Indenture constitutes a first mortgage lien on substantially all of DLC's tangible properties used in the transmission and distribution of electric energy and on other property which DLC may from time to time subject to the lien, subject to permitted liens and other customary exclusions and exceptions. |
| Optional redemption: | The First Mortgage Bonds shall be callable at the option of the Company at any time, in whole or in part, at the make-whole price. The make-whole price shall be defined as the greater of (i) par plus accrued interest or (ii) the present value of the remaining principal and interest payments due on the First Mortgage Bonds discounted by the yield on the U.S. Treasury obligation having a final maturity corresponding to the remaining average life of the First Mortgage Bonds plus 50 basis points. |
| Affirmative covenants | <p>Affirmative covenants under the Indenture include, but are not limited to, the following:</p> <ul style="list-style-type: none">❑ Pay principal, interest and premium, if any, in accordance with First Mortgage Bonds and the Indenture, maintain and preserve the Lien of the Indenture, maintain an office where First Mortgage Bonds may be presented for payment, maintain corporate existence and franchises, maintain mortgaged properties, pay taxes when due, maintain insurance, and cause the Indenture and supplemental indentures to be promptly recorded. <p>Additional Affirmative covenants under the Bond Purchase Agreement include, but are not limited to, the following:</p> <ul style="list-style-type: none">❑ Furnish annual audited and quarterly unaudited financial information. |

Negative covenants: Negative Covenants under the Indenture include, but are not limited to, the following:

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