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Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Notice of Securities Certificate Issuance of Duquesne Light Company
Docket No. S-2016-2570685

Dear Secretary Chiavetta:

By this letter, Duquesne Light Company ("Duquesne Light" or "Company") hereby notifies the Pennsylvania Public Utility Commission Order ("Commission") that a securities certificate in the amount of \$60 million has been issued by the Company.

On December 8, 2016, the Commission issued an Order in the above referenced docket which requires the Company to provide notice to the Commission within 60 days of any debt issuance made as part of the authority granted in that proceeding. Pursuant to the Order, Duquesne Light is required to notify the Commission of "such issuance, along with a summary of the type of debt, interest rate, and maturity and call provisions." Duquesne Light issued First Mortgage Bonds, Series Z on October 3, 2017. The Series Z Bonds were issued in the amount of \$60 million, have a term of 30 years and bear interest at a rate of 3.82% per annum. With this issuance, there is \$440 million remaining to be issued under the present Securities Certificate.

Enclosed is a summary of the terms of the issuance, including the interest rate, maturity and call provisions of the securities reissued.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Tishekia Williams", is written over a horizontal line. The signature is fluid and cursive.

Tishekia E. Williams
Attorney ID#208997

Cc: Certificate of Service



Summary Term Sheet

| | |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Issuer: | Duquesne Light Company (the Company or DLC) |
| Issue: | First Mortgage Bonds, Series Z (the Bonds) |
| Principal amount: | \$60,000,000 |
| Maturity: | October 3, 2047 |
| Amortization: | None |
| Interest Rate: | 3.82% |
| Indicative credit spread: | T+105 bps |
| Ranking: | The Bonds will 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. 30 relating to the Bonds offered hereby (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 that DLC may from time to time subject to the first mortgage lien. The priority and scope of the first mortgage lien is subject to permitted liens and other customary exclusions and exceptions. The Indenture does not constitute a lien on property expressly excepted from the lien thereof and property released from the lien thereof. |
| Optional redemption: | The Bonds will 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 will 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 Bonds discounted by the yield on the U.S. Treasury obligation having a final maturity corresponding to the remaining average life of the Bonds, plus in each case, 50 basis points. In addition, at any time on or after April 3, 2047 (six months prior to the maturity date of the Bonds), we may, at our option, redeem all of the Bonds, upon notice by mail not less than 30 nor more than 60 days before the date fixed for redemption, at a redemption price equal to 100% of the principal amount of the Bonds then outstanding to be redeemed, plus accrued and unpaid interest thereon to the date of redemption. |



Affirmative covenants

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

- Pay principal, interest and premium, if any, in accordance with the Bonds and the Indenture, maintain and preserve the Lien of the Indenture, maintain an office where 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.

Additional affirmative covenants under the Bond Purchase Agreement include, but are not limited to, the following:

- Furnish annual audited financial statements 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 principal or premium, if any, within three Business Days after maturity;
- Failure to pay interest within 60 days of the due date;
- Failure to perform any of the covenants (or breaches of warranty) under the Indenture (and not in the Bond Purchase Agreement) for a period of 60 days after written notice thereof 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 Bonds are solely obligations of the Company and are not obligations of Duquesne Light Holdings, Inc., DQE Holdings LLC, the investors that own DQE Holdings LLC, or any of their other affiliates. Further, none of Duquesne Light Holdings, Inc., DQE Holdings LLC, the investors that own DQE Holdings LLC, nor any of their other affiliates will guarantee or provide any credit support for the Company's obligations on the Bonds.

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 DLC Mortgage and the Bonds 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.