

FILE

FirstEnergy

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PUCO

August 14, 2008

*Via Federal Express
and Facsimile (614-466-0313)*

Ms. Renee J. Jenkins
Director, Administration Department
Secretary to the Commission
Docketing Division
The Public Utilities Commission of Ohio
180 Broad Street
Columbus, OH 43215-3793

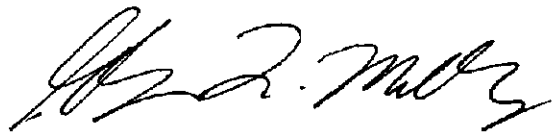
Dear Ms. Jenkins:

**Re: *Supplement to Application*
 *Case No. 08-886-EL-AIS***

Enclosed for filing, please find the original and twelve (12) copies of the *Supplement to Application* regarding the above-referenced case. Please file the enclosed *Supplement to Application*, time-stamping the two extras and returning them to the undersigned in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me if you have any questions concerning this matter.

Very truly yours,



Ebony L. Miller

ELB/jhp
Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician _____ Date Processed 8/15/08

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
The Cleveland Electric)	
Illuminating Company for)	
Authority to Issue, Sell or)	Case No. 08-886- EL-AIS
Enter into Debt Transactions)	

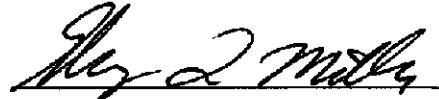
**Supplement to Application of The Cleveland Electric Illuminating Company
for Authority to Issue, Sell or Enter into Debt Transactions**

Applicant, The Cleveland Electric Illuminating Company (the "Company"), respectfully hereby files this Supplement ("Supplement") to the Application of The Cleveland Electric Illuminating Company for Authority to Issue, Sell or Enter into Debt Transactions (the "Application").

This Supplement serves to amend and supersede Exhibit F (the "Original Exhibit F") which was attached to the Application with the revised Exhibit F attached hereto (the "Revised Exhibit F"). The Revised Exhibit F, which replaces the term "Notes" with the term "New Debt" in each place it appears, is hereby incorporated into the Application and supersedes the Original Exhibit F.

The Company requests that the Commission approve the Application as supplemented herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ebony L. Miller", written over a horizontal line.

Ebony L. Miller

Attorney

FirstEnergy Service Company

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On behalf of Applicant

THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

Financing Parameters

Principal Amount: Up to \$300,000,000

Price to the Company: The Company will receive proceeds equal to the offering price which shall not be less than 96 percent of the aggregate principal amount of the New Debt inclusive of any Fees or Commissions indicated below.

Fees or Commissions: For each series or issue, any underwriting or sales commission or placement fee will not exceed 1.65% of the aggregate principal amount of such series.

Interest Rate: The interest rate applicable to the New Debt will result in a yield to maturity of the holder thereof which does not exceed:

- (a) For New Debt with a maturity of 10 years or less, 350 basis points above the yield to maturity on United States Treasury Bonds of comparable maturity at the time of pricing or issuance, whichever is earlier.
- (b) For New Debt with a maturity of more than 10 years, 450 basis points above the yield to maturity on United States Treasury Bonds or Bonds of comparable maturity at the time of pricing or issuance, whichever is earlier.

Maturity: No more than 35 years from the date of issuance.

Redemption Price and Other Terms: For each issue, the optional redemption price will not exceed 103 percent of the principal amount plus accrued interest to the date of redemption. Except to the extent specific limitations are imposed, each series or issue will be redeemable as a whole or in part, at the option of the Company, at any time upon appropriate notice.