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FILE

Via Overnight Mail

May 27, 2011

Public Utilities Commission of Ohio
PUCO Docketing
180 E. Broad Street, 10th Floor
Columbus, Ohio 43215

RECEIVED-DOCKETING DIV
2011 MAY 31 AM 9:42
PUCO

In re: Case No. 11-2336-EL-AEC

Dear Sir/Madam:

Please find enclosed the original and ten (10) copies of the STIPULATION AND RECOMMENDATION and REDACTED EXHIBIT for filing in the above-referenced docket. I also enclose the original and three copies of the CONFIDENTIAL EXHIBIT to be filed under seal.

Copies have been served on all parties on the attached certificate of service. Please place this document of file.

Respectfully yours,



Michael L. Kurtz, Esq.
BOEHM, KURTZ & LOWRY

MLKkew
Encl.

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 PI Date Processed MAY 31 2011

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by electronic mail (when available) or by mailing a true and correct copy by regular ordinary U.S. mail, unless other noted, this 27th day of May, 2011 to the following:



Michael L. Kurtz, Esq.

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Director - Rates and Regulatory Affairs - Ohio
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Ohio Edison, Cleveland Electric Illuminating and Toledo Edison
mikkelsene@firstenergycorp.com

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF AN APPLICATION OF CALISOLAR INC. FOR APPROVAL OF A UNIQUE ARRANGEMENT FOR CALISOLAR INC'S ONTARIO, OHIO FACILITY	:	Case No. 11-2336-EL-AEC
	:	
	:	
	:	

**STIPULATION AND RECOMMENDATION AND
REQUEST FOR EXPEDITED DECISION**

Rule 4901-1-30, Ohio Administrative Code, provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. The purpose of this document is to set forth the understanding and agreement of the parties that have signed below, which include Calisolar, Inc., Ohio Edison Company and the Staff of the Commission¹ (Signatory Parties or Parties), and to recommend that the Public Utilities Commission of Ohio (Commission) approve and adopt this Stipulation and Recommendation (Stipulation), which resolves all of the issues raised by the Parties in this case relative to Calisolar Inc's Application for Approval of a Unique Arrangement between a mercantile customer and Ohio Edison Company (Application). This Stipulation is supported by adequate data and information including, but not limited to, Calisolar's Application filed on April 8, 2011.

The Stipulation represents a just and reasonable resolution of the issues raised in this proceeding, violates no regulatory principle or precedent, and is the product of lengthy, serious bargaining among knowledgeable and capable Parties in a cooperative process, encouraged by

¹ The Commission Staff is a party for the purpose of entering into this Stipulation by virtue of O.A.C. 4901-1-10(C).

this Commission and undertaken by the Parties representing a wide range of interests, including the Commission's Staff, to resolve the aforementioned issues. Although this Stipulation is not binding on the Commission, it is entitled to careful consideration by the Commission. For purposes of resolving all issues raised by this proceeding, the Parties stipulate, agree and recommend as set forth below.

This Stipulation is a reasonable compromise that balances diverse and competing interests and does not necessarily reflect the position that any one or more of the Parties would have taken had these issues been fully litigated. This Stipulation represents an agreement by all Parties to a package of provisions as set forth in the Unique Arrangement rather than an agreement to each of the individual provisions included within the Stipulation. The Signatory Parties' agreement to this Stipulation, in its entirety, shall not be interpreted in a future proceeding before this Commission as their agreement to only an isolated provision of this Stipulation.

Except for purposes of enforcement of the terms of this Stipulation, neither this Stipulation, nor the information and data contained therein or attached, shall be cited as precedent in any future proceeding for or against any Party or the Commission.

This Stipulation is expressly conditioned upon its adoption by the Commission in its entirety and without material modification. Should the Commission reject or materially modify all or any part of this Stipulation or the Unique Arrangement, the Parties shall have the right, within thirty days of issuance of the Commission's Order, to file an application for rehearing. Should the Commission, in issuing a final Entry on Rehearing, not adopt the Stipulation or the Unique Arrangement in its entirety and without material modification, any Party may terminate and withdraw from the Stipulation. Such termination and withdrawal shall be accomplished by

filing a notice with the Commission, including service to all Parties, in the docket within thirty days of the Commission's final Entry on Rehearing. Other Parties to this Stipulation agree to not oppose the termination and withdrawal of the Stipulation by any other Party.² Upon the filing of a notice of termination and withdrawal, the Stipulation shall immediately become null and void.

Prior to the filing of such a notice, the Party wishing to terminate agrees to work in good faith with the other Parties to achieve an outcome that substantially satisfies the intent of the Stipulation and, if a new agreement is reached that includes the Party wishing to terminate, then the new agreement shall be filed for Commission review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Stipulation are unsuccessful in reaching a new agreement that includes all signatory Parties to the present Stipulation, all said Parties shall encourage the Commission to convene an evidentiary hearing such that the Parties will be afforded the opportunity to present evidence through witnesses and cross-examination, present rebuttal testimony, and brief all issues that the Commission shall decide based upon the record and briefs as if this Stipulation had never been executed. Some or all of the Parties may submit a new agreement to the Commission for approval if the discussions achieve an outcome they believe substantially satisfies the intent of the present Stipulation.

All the Signatory Parties fully support this Stipulation in its entirety and urge the Commission to accept and approve the terms herein.

The Signatory Parties agree that the settlement and resulting Stipulation are a product of serious bargaining among capable, knowledgeable Parties. This Stipulation is the product of an open process in which all Parties were represented by able counsel and technical experts. The

² Any signatory Party has the right, in its sole discretion, to determine what constitutes a "material" change for the purposes of that Party withdrawing from the Stipulation.

Stipulation represents a comprehensive resolution of issues raised by Parties with diverse interests. The Signatory Parties have signed the Stipulation and adopted it as a reasonable resolution of all issues. The Signatory Parties believe that the Stipulation that they are recommending for Commission adoption presents a fair and reasonable result.

The Signatory Parties agree that the settlement, as a package, benefits ratepayers and is in the public interest. The Signatory Parties agree that the settlement package does not violate any important regulatory principle or practice.

NOW, THEREFORE, the Parties stipulate, agree and recommend that the Commission approve on an expedited basis the attached Unique Arrangement without modification as being reasonable and in the public interest. An expedited decision is requested in order to facilitate financing and completion of this complicated effort to convert a brown-field General Motors factory into a state-of-the art solar manufacturing complex. The Calisolar facility is expected to result in a capital investment of approximately \$752 million and is expected to provide for between 830-1,100 new full-time jobs at an average annualized base and incentive wage of at least \$45,000, exclusive of benefit costs. Calisolar will export its product around the U.S. and the world, which will bring new dollars into Ohio and thereby lift firms in linked industries as well as the incomes of Ohio households. Approval of this Stipulation and Recommendation is therefore reasonable and in the public interest.

The undersigned Parties hereby stipulate and agree and each represents that it is authorized to enter into this Stipulation and Recommendation on this the 27 day of May 2011.

OHIO EDISON



By: WILLIAM R. RIDMANN
4 V.P. Rates & Regulatory Affairs

CALISOLAR INC.

By: Steve Debenham
V.P., General Counsel

PUBLIC UTILITIES COMMISSION OF OHIO
STAFF

Thomas McNamee / MCK /
By: Thomas McNamee w/ permission

UNIQUE ARRANGEMENT

This Unique Arrangement ("Agreement") is between Calisolar Inc., a corporation duly organized and validly existing under the laws of California and authorized to conduct business in the State of Ohio and its successors and assigns ("Calisolar"), and Ohio Edison Company, an electric utility duly organized and validly existing under the laws of Ohio and its successors and assigns ("Ohio Edison"). Calisolar and Ohio Edison are referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, Calisolar has an interest in acquiring, equipping and improving the former General Motors stamping plant (the "Ohio site") located in the City of Ontario, Ohio to provide for a new manufacturing facility (the "New Facility"); and

WHEREAS, Calisolar represents that the New Facility is expected to employ between Eight Hundred and Thirty (830) and One Thousand and One Hundred (1,100) full-time employees and such employees will earn an average annualized base and incentive wage of not less than Forty Five Thousand Dollars (\$45,000), exclusive of benefit costs; and

WHEREAS, based upon currently available information, the New Facility is expected to result in a capital investment of Seven Hundred and Fifty Two Million Dollars (\$752,000,000), inclusive of working capital, contingency, assumed infrastructure and building costs and start-up needs; and

WHEREAS, the New Facility will be a mercantile customer, as defined in Section 4928.01(A)(19), Revised Code, and is expected to ultimately consume up to approximately 840,000 MWh annually with a peak demand of up to approximately 100 MW, but within four years after the start of production not less than approximately 460,000 MWh annually with a peak demand of not less than approximately 75 MW, but in no event during the term of the Unique Arrangement will the usage level at the New Facility fall below that required to be a mercantile customer; and

WHEREAS, Ohio Edison and Calisolar will work collaboratively to identify the electrical needs and timing of those needs to meet production demand at the New Facility. Ohio Edison will endeavor to complete the necessary infrastructure upgrades to meet Calisolar's production demand during the period of the Unique Arrangement.

WHEREAS, the cost of electricity will be a significant component of the New Facility's total cost of operations and is a significant factor in determining whether the New Facility can be economically constructed and operated in Ohio Edison's service territory in Ohio; and

WHEREAS, while other states and governmental entities desire that Calisolar locate the New Facility in their jurisdictions, and those states and governmental entities have also offered incentives, including incentives related to electric power pricing, to Calisolar to facilitate the location of the New Facility in their jurisdictions, the New Facility will be located in the certified electric service territory of Ohio Edison for the duration of this Agreement; and

WHEREAS, Calisolar will assist Ohio Edison in achieving the benchmarks set forth in Section 4928.66, Revised Code; and

WHEREAS, under Section 4905.31, Revised Code, and Rules 4901:1-38-05 and 4901:1-39-05 of the Ohio Administrative Code, an electric utility company and mercantile customer are authorized to enter into a Unique Arrangement, subject to approval by the Public Utilities Commission of Ohio ("PUCO" or "Commission"), for the purpose of promoting economic development, capital investment and job creation in Ohio; and

WHEREAS, Calisolar has independently filed an application for approval from the PUCO for a Unique Arrangement; and

WHEREAS, Ohio Edison is authorized to recover all costs incurred by it associated with this Unique Arrangement as described herein, including the timely recovery of delta revenue, as delta revenue is defined in this Unique Arrangement and notwithstanding any PUCO rules to the contrary. A condition precedent to this Unique Arrangement is the waiver by the PUCO of any rules, including without limitation the definition of delta revenue, that may be contrary to any provision hereof or that would prevent or hinder the recovery of delta revenues as defined herein.

NOW, THEREFORE, Calisolar and Ohio Edison enter into this Unique Arrangement setting forth the provisions of a power supply agreement to facilitate the location of the New Facility in the certified service territory of Ohio Edison for the duration of this Agreement.

1. The duration of the Unique Arrangement between Ohio Edison and Calisolar shall be for the earlier of: a) the 12-year period beginning with the first month of construction at the New Facility; or b) the 10-year period beginning with the first month of production at the New Facility; provided, however, that if the PUCO disallows or Ohio Edison is not otherwise permitted during the term of the Unique Arrangement the full and timely recovery of the delta revenue as described in paragraph 7 below, then this Unique Arrangement shall be immediately terminated and will thereafter be of no force and effect, except for amounts due under this Agreement. For purposes of this paragraph, "production" shall be determined and confirmed by Calisolar in writing as of the time when the New Facility is producing commercial product specifically for the purpose of delivery to end use customers. For purposes of this paragraph, "construction" shall be determined and confirmed by Calisolar in writing at the time when construction activities have commenced on the New Facility. The effective date of delivery of such confirmation of construction in writing from Calisolar will be the effective commencement date of the term of the Unique Arrangement. During construction of the New Facility and prior to Calisolar's confirmation of production, electricity will be provided to the New Facility by Ohio Edison at its standard tariff Rate GT and Rider Gen, or their successor tariffs, including all other applicable riders. After Calisolar's confirmation of production, electricity will be provided to the New Facility by Ohio Edison pursuant to the pricing provisions in paragraphs 3 through 9 below. The New Facility is expected to consume up to approximately 840,000 MWh annually with a peak demand of up to approximately 100 MW, but within four years after the start of production not less than approximately 460,000 MWh with a peak demand of not less than approximately 75 MW, but in no event during the term of the Unique Arrangement will the usage level at the New Facility fall below that required to be a mercantile customer. Except for upgrades or other work at the New Facility on property or facilities owned or subject to lease by

Calisolar, any transmission or other infrastructure upgrades to the system needed to maintain reliable service in the general area of the New Facility, including serving the load at the New Facility during the period of the Unique Arrangement, will not be direct charged to Calisolar as a line extension project. No line extension projects are included in the transmission and infrastructure upgrades referenced above. Ohio Edison and Calisolar will work collaboratively to identify the electrical needs and timing of those needs to support production at the New Facility. Ohio Edison will endeavor to complete the necessary infrastructure upgrades to support Calisolar's production needs.

2. If Calisolar has not notified Ohio Edison of the commencement of production within two (2) years of electricity first being provided to the Ohio site for purposes of construction of the New Facility, then either Party shall have the option to petition the PUCO to terminate this Agreement upon ninety (90) days written notice to the other Party (provided such written notice is effective prior to notification by Calisolar of commencement of production, as provided herein). If Calisolar has not notified Ohio Edison of the commencement of production within three (3) years of electricity first being provided to the Ohio site for purposes of construction of the New Facility, then either Party shall have the option to terminate this Agreement upon ninety (90) days written notice to the other Party (provided such written notice is effective prior to notification by Calisolar of commencement of production, as provided herein). Within ninety (90) days of the start of production Calisolar will provide Ohio Edison and the PUCO with the final capital investment in the New Facility inclusive of working capital, contingency, assumed infrastructure and building costs and start-up needs, which is expected to be \$752 million.
3. During the term of the Unique Arrangement, Calisolar will be eligible following the commencement of production for electric rate discounts of up to One Hundred Million Dollars (\$100,000,000) if its total full time employment at the New Facility is 1,100 or less and up to One Hundred Twenty Five Million Dollars (\$125,000,000) if its total full-time employment at the New Facility exceeds 1,100. This is the maximum Delta Revenue Contribution, which availability shall be determined quarterly during the term pursuant to paragraph 5.
4. During the first year after the start of production, Calisolar will pay the lower of: a) the non-discounted rate (as defined in Paragraph 6) and b) the Fixed Price for firm delivered power including all costs for generation, transmission, distribution, riders and taxes of [REDACTED] regardless of the number of full time employees. At the election of Calisolar which must be exercised prior to the start of production and which can be changed no more often than one time per year during the term of the Unique Arrangement, the kWh tax can be paid in either of these two ways: a) Calisolar can self assess the kWh tax and such tax will be in addition to the Fixed Price; or b) Ohio Edison can charge the kWh tax to Calisolar as part of the non-discounted rate.
5. Subsequent to the first year after the start of production and for the remainder of the term of this Unique Arrangement, Calisolar will pay a Fixed Price for delivered power including all costs for generation, transmission, distribution, riders and taxes depending on the number of its full-time employees according to the following schedule: 1-199 employees, [REDACTED]; 200-399 employees, [REDACTED]; 400-599 employees, [REDACTED]; 600-830 employees, [REDACTED]; 831 employees or greater, [REDACTED] (the "Fixed Price"). Calisolar will make quarterly filings with the PUCO no later than the last day of the quarter confirming its number of full-time employees during the prior quarter. Calisolar will provide these quarterly filings to the PUCO and the

Companies sufficiently in advance of the end of the quarter to permit the reported employment levels to be used to establish Calisolar's Fixed Price for electricity and maximum Delta Revenue Contribution for the next quarterly period. For purposes of this Unique Arrangement, including for purposes of determining the maximum Delta Revenue Contribution under paragraph 3, in order to recognize the flexible employment practices of Calisolar a full-time employee during the quarterly period is defined on a per employee basis as an employee who: a) qualifies for standard employment related benefits under Calisolar's then existing programs; b) has an average work week of at least thirty six (36) hours; and c) the average annualized base and incentive compensation for all such employees is not less than forty five thousand dollars (\$45,000), exclusive of benefit costs. For purposes of such calculation of full-time employment during the duration of the Unique Arrangement, whether for determination of the Fixed Price or maximum Delta Revenue Contribution, the annualized base and incentive compensation of members of the senior plant management at the New Facility shall not weight the calculation above forty-five thousand dollars. Such quarterly filings will be subject to audit by the PUCO Staff.

6. After the start of production, the electric rate discount necessary to result in the applicable Fixed Price stated above will be determined monthly [REDACTED]

[REDACTED] In addition to the charges discussed above, Ohio Edison will include in the "non-discounted rate" all base rate distribution charges and all applicable generation, transmission and distribution related riders assessed by the utility. New riders implemented by Ohio Edison after the date of this Memorandum of Understanding may be added to the non-discounted rate. Calisolar is not eligible for part (D) of the Economic Development Rider. [REDACTED]

[REDACTED] Each month Calisolar will be billed and will pay the applicable Fixed Price described in paragraphs 4 and 5 above plus the Ohio Edison Administrative Charge. To the extent that Ohio Edison incurs reasonable and verifiable costs, charges, or fees in the provision of service to Calisolar that are not specifically set forth in this paragraph, such reasonable and verifiable costs, charges, and fees are permitted to be recovered

through the recovery mechanism for delta revenue as set forth in paragraph 7 below, or successor recovery mechanism.

7. Each month Ohio Edison will calculate the difference between the non-discounted rate described in paragraph 6 above and the applicable Fixed Price described in paragraphs 4 and 5 above. That difference ("delta revenue") will be timely recovered from all retail customers on a proportional basis by all three FirstEnergy Ohio electric utilities (Ohio Edison, The Toledo Edison Company, and The Cleveland Electric Illuminating Company) through their Delta Revenue Recovery ("DRR") Riders, or successor delta revenue recovery mechanisms as approved by the PUCO. The Ohio Edison Administrative Charge cannot be recovered as delta revenue. The parties agree that Ohio Edison may terminate the Unique Arrangement if, within 30 days of notice, Calisolar fails to timely and fully pay the Ohio Edison Administrative Charge set forth in paragraph 6 above.
8. Subsequent to the first year after the start of production and for the remainder of the term of this Unique Arrangement, if the non-discounted rate is less than the Fixed Price in any month, then Calisolar will pay the Fixed Price. If such monthly difference between the Fixed Price and the non-discounted rate results in negative delta revenue, the difference between the non-discounted rate and the Fixed Price will be credited to Rider DRR of Ohio Edison, Toledo Edison and the Illuminating Company. Any such credit will not impact the balance of Delta Revenue Contribution dollars available to Calisolar. During each month of the first year after the start of production, Calisolar will pay the lower of the [REDACTED] Fixed Price or the non-discounted rate, which cannot result in a negative delta revenue.
9. Notwithstanding the foregoing, the level of delta revenue arising during any single 12-month period commencing with the effective date of the start of production, or any anniversary thereof (the "contract year") may not exceed \$25 million. If, and as of the time during a contract year, the delta revenue reaches \$25 million during a single contract year, then Calisolar will be billed the non-discounted rate for all kWhs used during the remainder of that contract year.
10. If during any quarterly period the maximum Delta Revenue Contribution, set forth in paragraph 3 above, is fully used up prior to the end of the term of the Unique Arrangement, then the Unique Arrangement will terminate (subject to the payment of any credits owed to Calisolar and payments to Ohio Edison for electricity delivered) and Calisolar will have the ability to purchase retail generation service in similar fashion to similarly situated customers at that time.
11. If the maximum Delta Revenue Contribution is not used up at the end of the term of the Unique Agreement, then Calisolar and Ohio Edison may enter into negotiations or discussions regarding the remaining balance. Any extension of the Unique Arrangement or use of the remaining balance would be subject to the PUCO's approval.
12. To the extent Calisolar is otherwise eligible to participate in emergency curtailment programs offered by Ohio Edison or any applicable PJM emergency demand response program nothing in the Unique Arrangement shall prevent them from participating. The decision to participate is at Calisolar's sole discretion.

13. During the term of the Unique Arrangement, Calisolar will work in good faith with Ohio Edison to determine how and to what extent Calisolar's customer-sited energy efficiency and demand response capabilities might be committed to Ohio Edison for integration into the Company's portfolio and to implement those commitments in a manner that is consistent with the applicable statutes and rules. Calisolar will contribute these capabilities to the Company at no cost to the Company or its customers.
14. Calisolar agrees to develop, install and operate after the start of production and during the remaining term of the Unique Arrangement a demonstration solar generation project at the New Facility using solar panels made out of silicon and/or solar cells produced by Calisolar. Calisolar will contribute the renewable attributes (renewable energy certificates) of the demonstration project to Ohio Edison at no cost and such renewable attributes will be used toward meeting Ohio Edison's in-state solar generation requirements.
15. Calisolar shall have reasonable rights of review sufficient to verify PJM and other expenses charged to Ohio Edison and incurred on behalf of Calisolar.
16. Under no circumstances will Calisolar be required to pay back any discount already received or accrued from the Delta Revenue Contribution, except in the case where Calisolar violates the law or commits fraud or misrepresentation.
17. Calisolar and Ohio Edison will each use commercially reasonable efforts to implement the Unique Arrangement.
18. Miscellaneous.

(a) Entire Agreement; Modification. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other prior understandings, correspondence and agreements, oral or written, between them. This Agreement may not be altered, amended, or modified in any way except by a written modification signed by all Parties. Except as explicitly provided for in this Agreement, the Electric Service Regulations of Ohio Edison shall control the terms and conditions of service to Calisolar, including but not limited to billing and payment, use of service, and characteristics of service. This Agreement is subject to the approval of the Commission before it may become effective, and this Agreement may be terminated by either Calisolar or Ohio Edison upon written notice to the other if the Commission does not approve this Agreement as filed without modification.

(b) Waiver. None of the terms or provisions of this Agreement shall be deemed waived except by a writing signed by the Party which is entitled to the benefits thereof. The failure of any Party to require performance of any provision hereof shall in no manner affect such Party's right at a later time to enforce the same. The waiver by a Party of any provision hereof shall not be deemed to be a continuing waiver of any such provision or a waiver of any other provision hereof.

(c) Parties in Interest; Assignment. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligations or liabilities of

any third person or give any third person any right of subrogation or action over or against any Party hereto. This Agreement is binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement, voluntarily or involuntarily, in whole or in part, without the prior written consent of the other Party; provided, however, that Calisolar may assign this Agreement and the Unique Arrangement to any subsidiary or special purpose entity established for purposes of effecting the New Facility with the prior written consent of Ohio Edison which consent shall not be unreasonably withheld, and approval of the PUCO. Any assignment in violation of this provision is void.

(d) Governing Law. The laws of the State of Ohio, without giving effect to its choice-of-law principles, shall govern all matters arising under or relating to this Agreement. Each of the Parties agrees to submit to the jurisdiction of the PUCO or any state or federal court of competent jurisdiction presiding within the State of Ohio regarding any case, controversy, or dispute pertaining to or arising out of this Agreement.

(e) Notices. Any notice, demand, request, or other communication or document to be provided under this Agreement to a Party to this Agreement ("Notice") shall be in writing, and shall be given to the Party at its address or telecopy number set forth below, or to such other address or telecopy number as the Party may later specify for that purpose by notice to the other Party. Each Notice shall be deemed given and received: (i) if given by telecopy, when the telecopy is transmitted and confirmation of complete receipt is received by that transmitting Party during normal business hours or on the next business day if not confirmed during normal business hours; (ii) if hand delivered or given by overnight delivery service, the day on which the notice is actually delivered to the address listed herein (whether or not delivered to the Party); or (iii) if given by normal or certified U.S. mail, two (2) business days after it is posted with the U.S. Postal Service.

If to Calisolar:

Calisolar Inc.
985 Almanor Avenue
Sunnyvale, CA 94085
Attn: General Counsel
Tel.: (408) 962-3100

If to Ohio Edison:

FirstEnergy Corp.
76 South Main Street
Akron, Oh 44308
Atten: Eileen M. Mikkelsen
Director, Rates and Regulatory Affairs
Email: mikkelsene@firstenergycorp.com
Telephone: 330.384.5166

FirstEnergy Corp.

76 South Main Street
Akron, Oh 44308
Attn: Wendy E. Stark
Associate General Counsel
Email: starkw@firstenergycorp.com


Either Party may submit to the other Party a written notice of a location, address, or title of contact person change and such notice will serve to modify this section 18(e) of this Agreement.

(f) Interpretation of Agreement. The section and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and shall be given no effect in the construction or interpretation of this Agreement. This Agreement has been freely negotiated by all Parties and in the event there is any controversy, dispute, or claim involving the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn against a Party by virtue of such Party having drafted this Agreement or any portion hereof. The words "hereof," "herein," "hereunder," and words of similar import shall refer to this Agreement as a whole and not to any particular provision thereof. When used herein, the words "include" and "including" shall be construed as "include, without limitation" and "including, without limitation."

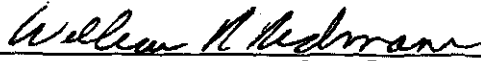
(g) Execution and Counterparts. This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of all parties signing the same page or the same documents, and may be executed by signatures to electronically or telephonically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted in facsimile shall be considered original signatures.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of May 27, 2011.


CALISOLAR, INC.

By: 
V.P., General Counsel

THE OHIO EDISON COMPANY


By: WILLIAM R. RIDMANN
V.P. Rates + Regulatory Affairs