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April 19, 2022

Ms. Tanowa Troupe, Secretary  
Public Utilities Commission of Ohio  
180 E. Broad St., 11th Floor  
Columbus, OH 43215-3793

Re: Case No. 19-0810-EL-AEC  
Amendment to Contract for an Economic Development Arrangement

Dear Ms. Troupe:

Please find enclosed a copy of an Amendment to Contract for Economic Development Arrangement approved by the Public Utilities Commission of Ohio in the above referenced proceeding for placement on the case docket.

Please call with any questions.

Very truly yours,

/s/ Michael J. Settineri

Michael J. Settineri  
Attorney for Fuyao Glass America Inc.

Enclosure

## **AMENDMENT TO CONTRACT FOR ECONOMIC DEVELOPMENT ARRANGEMENT**

~~THIS AMENDMENT TO CONTRACT FOR ECONOMIC DEVELOPMENT ARRANGEMENT~~ (the "Amendment") is entered into by and between the Dayton Power & Light Company, its successors and assigns (the "Company"), and Fuyao Glass America Inc., its permitted successors and assigns (the "Customer" or "FGA"), and is made effective as of the Effective Date under the Order (as hereinafter defined).

**WHEREAS**, on September 17, 2019, the Customer and the Company submitted to the Public Utilities Commission of Ohio (the "Commission") a joint application for an economic development arrangement in Commission Case No. 19-0810-EL-AEC (the "Joint Application"); and

**WHEREAS**, the Commission approved the Joint Application in its October 23, 2019, Finding and Order (the "Order"); and

**WHEREAS**, on November 27, 2019, the Customer and the Company entered into a Contract for Economic Development Arrangement (the "Contract") to implement the economic development arrangement that the Commission approved in its Order; and

**WHEREAS**, on February 2, 2021, the Customer and the Company submitted to the Commission a joint application to amend their unique arrangement (the "Amendment Application"); and

**WHEREAS**, the Commission approved the Amendment Application in its August 11, 2021, Finding and Order (the "Amendment Order"); and

**WHEREAS**, to implement the Amendment Order, the Customer and the Company now desire to amend the Contract as set forth below.

**NOW, THEREFORE**, in consideration of the Commission's Amendment Order, the Customer and the Company hereby agree as follows:

1. Amendment. The Contract shall be modified as follows:

*Paragraph 3 of the Contract (Conditions and Adjustments) is hereby deleted in its entirety and replaced with the following:*

For the term of this Contract, the Company shall adjust the monthly billed tariff charges (excluding the Customer's generation charges from its CRES provider, if any) for distribution service and all non-bypassable transmission and ancillary services and non-bypassable riders (together, "Wire Service") to the Facility by \$0.004 per kWh of monthly usage ("Credit") subject to annual caps set forth in the Joint Application. Under no circumstances will Customer be subject to claw back of discounts or other benefits received under the Contract or the Approved Arrangement.

Fuyao shall meet the terms and conditions set forth in paragraph 21 sub-sections (e)

through (h) and paragraph 26 of the Joint Application, as amended by the Amendment Application.

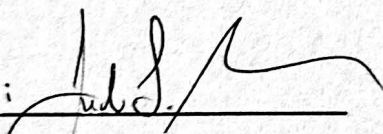
If employment or capital investment commitments are not met or not maintained, then the credit per kWh provided for under the arrangement would reduce in accordance with paragraph 22 of the Joint Application, as amended by the Amendment Application.

DP&L will seek to recover all Delta Revenue associated with this Contract in accordance with Ohio law and the Approved Arrangement under the Company's Economic Development Rider, and the provision of service at the rates specified herein is conditioned upon DP&L's recovery of the associated Delta Revenue over the term of this Contract.

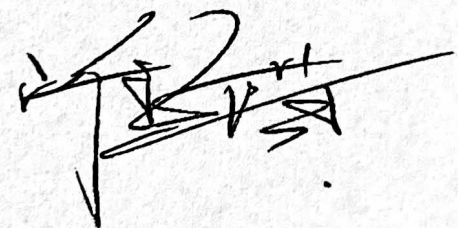
2. Effect. The Customer and the Company agree that except as herein specifically modified, the Contract remains unmodified and in full force and effect. In the event of a conflict between any of the terms and conditions contained in this Amendment and the terms and conditions contained in the Contract, the terms and conditions contained in this Amendment shall control.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives.

**DAYTON POWER & LIGHT**

By Juni Sobechi   
Title Vice President, General Counsel  
Date 11/12/2021

**FUYAO GLASS AMERICA INC.**

By: Zuogui Xie   
Title: President  
Date: September 28, 2021

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**4/20/2022 12:07:43 PM**

**in**

**Case No(s). 19-0810-EL-AEC**

Summary: Correspondence Amendment to Contract for an Economic Development Arrangement electronically filed by Mr. Michael J. Settineri on behalf of Fuyao Glass America Inc.