

PROJECT COMMITMENT AGREEMENT
ENTERED INTO BY AND BETWEEN
INTERSTATE POWER AND LIGHT COMPANY
AND
ITC MIDWEST LLC

PROJECT COMMITMENT AGREEMENT

This PROJECT COMMITMENT AGREEMENT (this "PCA" or "Agreement") by and between Interstate Power and Light Company, an Iowa corporation ("Local Distribution Company" or "LDC") and ITC Midwest LLC, a Michigan limited liability company ("Transmission Owner"), is for a project known as *Big Cedar Load Expansion* as more fully defined in **Exhibit A** and **Exhibit B** ("Project"). Local Distribution Company and Transmission Owner each may be referred to as a "Party" or collectively as the "Parties."

ARTICLE I

BACKGROUND AND PURPOSE

1.1 Transmission Owner owns, operates, and maintains an electric transmission system and provides transmission service, including the interconnection of substations owned by others. Transmission Owner operates its transmission system under provisions of the open access Transmission and Energy Markets Tariff ("TEMT") of the Midcontinent Independent System Operator, Inc. ("MISO").

1.2 LDC owns, operates, and maintains an electric distribution system that does or will provide power to end-use customers in part via an interconnection to Transmission Owner's transmission system.

1.3 LDC wants to initiate a project that requires additions and/or modifications to Transmission Owner's system or facilities in order to support a new end-use customer interconnection to the Transmission Owner's system.

1.4 The purpose of this PCA is to (1) identify the initial conceptual design and configuration of Transmission Owner's facilities; (2) establish a commitment by both Parties to use Commercially Reasonable Efforts to meet the Project in-service date set forth in **Exhibit A** hereto; (3) set forth provisions for Project termination by LDC, and (4) establish reimbursement of Transmission Owner's costs in the case of Project termination by LDC.

1.5 Transmission Owner and LDC are parties to a Distribution-Transmission Interconnection Agreement dated March 30, 2019 ("DTIA"), which has been filed at the Federal Energy Regulatory Commission ("FERC"). Nothing in this Agreement is intended to replace or supersede provisions of the DTIA, except, following FERC approval of this Agreement, to the extent set forth in Section 1.6, and then only until termination of this Agreement. To the extent there is or appears to be a conflict between the DTIA and this Agreement, such conflict shall be resolved in favor of, with preference and priority to, the terms of the DTIA.

1.6 Notwithstanding the provisions of Section 1.5 of this Agreement, the reimbursement provisions of Section 4.4 and one of the purposes of the Agreement statements set forth in Section 1.4(4) shall apply resulting from termination of the Project by LDC.

ARTICLE II

DEFINITIONS

2.1 In addition to previously defined terms, the following shall have the definitions prescribed herein:

“Commercially Reasonable Efforts” means the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost without undue delay; and (b) is consistent with Good Utility Practice.

“Good Utility Practice” means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry at the time of the performance under this PCA, or any of the practices, methods, standards, and acts which, in the exercise of reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with applicable law, permits, codes, standards, equipment manufacturer’s recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved.

ARTICLE III

SCOPE AND SCHEDULE

3.1 Transmission Owner shall make Commercially Reasonable Efforts to commence and complete the work provided for under this PCA according to (i) the scope and schedule attached as **Exhibit A** to this PCA, (ii) the Project attachments attached as **Exhibit B** to this PCA, and (iii) the DTIA.

3.2 The Parties shall jointly coordinate scope and schedule adjustments as necessary and mutually agreeable.

3.3 Transmission Owner shall use Commercially Reasonable Efforts to provide updates to LDC at reasonable times, but at least quarterly, regarding the work to be performed under this PCA. Transmission Owner will provide notice to LDC as soon as reasonably practicable after it becomes aware that any change to the design, cost, or milestones will result in a Material Deviation. A “Material Deviation” means an actual or projected total cost change (+/-) for the costs of the Project in excess of fifteen percent (15%) of the cost estimated in Exhibit A, a change to the projected In-Service Date in Exhibit B2 for the Project by more than thirty (30) days, or a material change in the design of the Project from the design specified in Exhibit B1 that will affect the design of the end-user customer’s facilities. LDC may request, at a frequency of no greater than every other month, for the Transmission Owner to provide actual cost spent on the Project by work order as shown in Exhibit A. Transmission Owner shall provide the requested cost information to the LDC within 15 business days of receipt of such request.

3.4 Transmission Owner shall notify LDC upon completion of each Project schedule milestones as laid out in **Exhibit B2**. Upon completion of the Project facilities, Transmission Owner shall provide to LDC the actual construction costs incurred.

ARTICLE IV

PERFORMANCE AND PAYMENT

4.1 The work to be performed under this PCA will be performed in accordance with the terms and conditions set forth in the DTIA between the Parties, except to the extent of Project reimbursement, which terms, upon approval by FERC of this Agreement, supersede the terms of the DTIA until termination of this Agreement. Transmission Owner expressly disclaims any guarantee of costs or timing in performance, all of which are good faith estimates that Transmission Owner shall make Commercially Reasonable Efforts to meet.

4.2 Transmission Owner is not obligated to perform under the terms of this PCA unless and until the Project-specific load interconnection form (LIF) has been submitted from LDC to Transmission Owner, the PCA is fully executed by both Parties and this Agreement has been accepted by FERC.

4.3 Transmission Owner has an obligation under the DTIA to provide transmission service and accompanying facility upgrades to accommodate LDC's customers and thus does not have the ability to unilaterally terminate the Project.

4.4 LDC may unilaterally terminate or suspend performance of this Agreement at any time. If LDC unilaterally terminates the Project prior to the Project or any portion(s) of Project facilities being placed in-service, Transmission Owner shall have the right to receive reimbursement from LDC as a result of such unilateral termination for costs incurred up to the effective date of such termination in accordance with this Section. Additionally, LDC shall be responsible for Transmission Owner costs to wind-up the Project including, but not limited to, all remaining outstanding obligations and liabilities associated with the Project or otherwise arising under this Agreement or the activities arising hereunder. If LDC suspends the performance of this Agreement, Transmission Owner shall pause all work pursuant to this Agreement as soon as reasonably practicable after receipt of notice from LDC that LDC is suspending performance of this Agreement, and Transmission Owner shall not resume work under this Agreement unless and until it receives notice from LDC that LDC has elected to resume performance of this Agreement. Transmission Owner shall continue its billing for, and LDC shall remain liable for payment(s) of, costs accrued or accruing and due under this Agreement in accordance with its terms during any period of suspension. Notice of such request to terminate or suspend this Agreement shall be sent in accordance with Article IV of this PCA. Transmission Owner will use Commercially Reasonable Efforts to mitigate those amounts to be reimbursed by the LDC. To the extent any purchased equipment is unable to be repurposed for other needs, the remaining net book value of any unusable assets shall be directly billed to the LDC. Amounts eligible for reimbursement will be directly billed from Transmission Owner to LDC. For avoidance of doubt, LDC shall not owe Transmission Owner any charges for lost profits, lost revenue, or consequential damages.

4.5 When the Project or any portion(s) of the Project have been placed in-service, the costs of the in-service Project or in-service portion(s) of the Project will be included in Transmission Owner rates under the TEMT. As determined by the Transmission Owner, if the

Project or portion(s) of the Project is not used and useful or Transmission Owner is otherwise not able to place the costs into Transmission Owner rates under the TEMT, then Transmission Owner shall have the right to receive reimbursement from LDC for the net book value of the Project or the portion(s) of the Project not used and useful or otherwise not able to be placed into Transmission Owner rates under the TEMT. Transmission Owner will remove the applicable facilities of the Project affected by the disallowed rate recovery at LDC's expense subject to mitigation efforts required by Section 4.4.

4.6 Transmission Owner will invoice for costs due in its reasonable discretion for up to one-hundred eighty (180) days after unilateral termination by LDC pursuant to Section 4.4 and/or removal of facilities pursuant to Section 4.5. The invoice(s) will be supported by reasonable documentation of costs. LDC may also, during normal business hours and at its expense, review records and supporting documentation related to the Project costs that are invoiced within forty-five (45) days of the date of any invoice. LDC shall pay said invoice within sixty (60) days of issuance by Transmission Owner. LDC shall indemnify, defend, and hold harmless Transmission Owner from and against the costs and expenses asserted against, resulting to, imposed upon, incurred, assessed or calculated by Transmission Owner in accordance with Sections 4.4 or 4.5 above.

4.7 Any dispute that may arise between the Parties during the project development and interconnection process regarding schedule, scope, cost or any other matter, including a request for reimbursement of costs by Transmission Owner resulting from LDC's unilateral termination of the Project, shall be subject to the Dispute Resolution procedures of the DTIA.

4.8 Transmission Owner shall file this agreement with FERC. No payment shall be made by a Party prior to this agreement having been accepted by FERC. Execution of this Agreement authorizes charges to accrue that would be subject to payment after acceptance by FERC. This Agreement will become effective upon Acceptance by FERC.

4.9 This Agreement shall terminate when either: a) Transmission Owner's facilities required under this Agreement are rolled into Transmission Owner's transmission rates under the TEMT or, b) the Project is unilaterally terminated under terms of Section 4.4 of this Agreement and Transmission Owner has recovered from LDC reimbursement of all costs that Transmission Owner incurred.

4.10 Any terms of this Agreement, including the obligation of LDC to reimburse Transmission Owner under Section 4.4 and 4.5, that by their nature should survive the termination of this Agreement to give effect to their intent shall so survive termination.

4.11 Notwithstanding anything to the contrary in this PCA or other agreements by and between Transmission Owner and LDC, Transmission Owner agrees that LDC is permitted to provide any and all Project specific information to the end-use customer subject to a confidentiality non-disclosure agreement in place between the LDC and the end-use customer, provided that such confidentiality non-disclosure agreement complies with Article 20 of the DTIA.

4.12 This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any third party, including without limitation LDC's end-use customer, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

4.13 This Agreement may be amended only by writing executed by both Parties.

ARTICLE V

NOTICES

5.1 All notices required hereunder shall be given in writing and addressed or delivered to the representative(s) specified below. Notices shall be deemed received (i) upon delivery, when personally delivered or sent via overnight courier; (ii) upon receipt, when sent via certified mail, return receipt requested; or (iii) upon receipt confirmation from the receiving party when sent via email.

Notices to LDC:

Interstate Power & Light Company
200 First Street, SE,
Cedar Rapids, IA 52401
Attention: May Farlinger
Email: MayuriFarlinger@alliantenergy.com

With Copy to:

200 First Street, SE,
Cedar Rapids, IA 52401
Attention: General Counsel
Email: LegalServices@alliantenergy.com

Notices to Transmission Owner:

ITC Midwest LLC
Attn: President
3165 Edgewood Parkway SW
Cedar Rapids, IA 52404
DuskyTerry@itctransco.com

**THIS AGREEMENT IS ENTERED INTO BY THE DULY AUTHORIZED
REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH
BELOW.**

ITC MIDWEST, LLC, a Michigan limited liability company

By ITC Holdings Corp., its sole member

By: _____

Name: Brian Slocum

Title: Sr. Vice President and Chief Operating Officer

Date: _____

INTERSTATE POWER AND LIGHT COMPANY

By: Mayuri Farlinger

Name: : Mayuri Farlinger

Title: President, Interstate Power and Light
Company and Vice President, Operations

Date: 6/9/25

Exhibit A – Preliminary Project Scope and Schedule Project Title: Big Cedar Load Expansion

Project Location (including substation name, if applicable): Cedar Rapids, IA – Big Cedar Substation

In-Service Date: 9/30/2027 (Phase 1), 9/30/2028 (Phase 2) **Interconnection Voltage:** 345 kV

Transmission Owner PROJECT DETAILS

Regulatory Approvals Required: Iowa Utilities Commission Franchise, MISO MTEP Project Approval

Permits Required: Railroad Crossing Permit, City of Cedar Rapids Conditional Use Permit and Building Permit, NPDES Permit, and Soil Erosion Permit

Scope of Work Resultant from Requestor's Project*: Phase 1: ITC Midwest to extend the 345 kV bus at the Big Cedar 345 kV Substation and expand the bus to add additional 345 kV line terminals and add reactive compensation at Big Cedar. ITC Midwest will also add a 2nd Big Cedar – Morgan Valley 345 kV on existing structures. ITC Midwest will expand the Morgan Valley 345 kV substation bus to accommodate the addition of the 2nd Big Cedar – Morgan Valley 345 kV circuit. ITC Midwest will construct a new Beverly – Hills 345 kV line which will overbuild/rebuild the existing Bertram – Rose Hollow and Johnson – Rose Hollow 161 kV lines and expand the Beverly Substation to accommodate the addition of the new Beverly – Hills 345 kV line. ITC Midwest will replace relays at Rose Hollow and PCI substations to accommodate the addition of the new Beverly – Hills 345 kV line. ITC Midwest will also construct the required 345 kV lines from the Big Cedar Substation to new end-use customer owned substation. Phase 2: ITC Midwest will expand Big Cedar to accommodate additional lines to new end-use customer substation, add additional reactive compensation at Big Cedar, and construct the required 345 kV lines from the Big Cedar Substation to the new end-use customer owned substation.

Budgetary Estimate:

Project Phase	Work Order	Total Cost Estimate	Labor	Materials	Design Services	Land Acquisition	Other Costs	Legal Expenses
Phase 1	Big Cedar Bus Extension	\$ 5,330,726	\$ 2,895,401	\$ 2,210,325	\$ 225,000	\$ -	\$ -	\$ -
Phase 1	Big Cedar 345 kV Substation Expansion	\$ 9,284,488	\$ 4,504,981	\$ 4,177,006	\$ 602,500	\$ -	\$ -	\$ -
Phase 1	Big Cedar Substation Reactive Compensation	\$ 11,996,366	\$ 3,646,506	\$ 7,579,860	\$ 770,000	\$ -	\$ -	\$ -
Phase 1	Big Cedar to Morgan Valley #2 345 kV line	\$ 6,997,500	\$ 4,392,500	\$ 1,823,750	\$ 555,000	\$ 123,750	\$ 75,000	\$ 27,500
Phase 1	Morgan Valley Substation Expansion	\$ 1,847,560	\$ 910,729	\$ 739,956	\$ 196,875	\$ -	\$ -	\$ -
Phase 1	Beverly to Hills 345 kV line	\$ 162,075,000	\$ 52,007,500	\$ 71,543,750	\$ 2,531,250	\$ 31,100,000	\$ 2,417,500	\$ 2,475,000
Phase 1	Bertram to Rose Hollow 161 kV rebuild	\$ 6,017,500	\$ 2,776,250	\$ 2,920,000	\$ 313,750	\$ -	\$ 7,500	\$ -
Phase 1	Johnson to Rose Hollow 161 kV rebuild	\$ 4,427,500	\$ 2,081,250	\$ 2,092,500	\$ 247,500	\$ -	\$ 6,250	\$ -
Phase 1	Beverly Substation Expansion	\$ 4,342,675	\$ 2,125,631	\$ 1,737,253	\$ 479,791	\$ -	\$ -	\$ -
Phase 1	Big Cedar to Customer Line #1	\$ 1,767,500	\$ 653,750	\$ 732,500	\$ 298,750	\$ 63,750	\$ 15,000	\$ 3,750
Phase 1	Big Cedar to Customer Line #2	\$ 1,767,500	\$ 653,750	\$ 732,500	\$ 298,750	\$ 63,750	\$ 15,000	\$ 3,750
Phase 1	Rose Hollow Relay Upgrades & Line Drop Replacements	\$ 424,413	\$ 163,731	\$ 121,931	\$ 138,750	\$ -	\$ -	\$ -
Phase 1	PCI Relay Upgrades	\$ 189,925	\$ 74,175	\$ 49,500	\$ 66,250	\$ -	\$ -	\$ -
Phase 1	Hills - Johnson Line Relocation	\$ 2,161,250	\$ 767,500	\$ 1,073,750	\$ 300,000	\$ -	\$ 20,000	\$ -
Phase 2	Big Cedar Substation Expansion	\$ 7,552,223	\$ 3,774,588	\$ 3,072,010	\$ 705,625	\$ -	\$ -	\$ -
Phase 2	Big Cedar Substation Reactive Compensation	\$ 150,000,000	\$ -	\$ 150,000,000	\$ -	\$ -	\$ -	\$ -
Phase 2	Big Cedar to Customer Line #1	\$ 3,433,750	\$ 1,095,000	\$ 1,650,000	\$ 313,750	\$ 286,250	\$ 36,250	\$ 52,500
Phase 2	Big Cedar to Customer Line #2	\$ 3,433,750	\$ 1,095,000	\$ 1,650,000	\$ 313,750	\$ 286,250	\$ 36,250	\$ 52,500
	Total	\$ 383,049,625	\$ 83,618,243	\$ 253,906,591	\$ 8,357,291	\$ 31,923,750	\$ 2,628,750	\$ 2,615,000

*Project Scope is based on current request from LDC and end-use customer and subject to change based on any change to the request.

**Estimated costs are initial and subject to change based on further development by Transmission Owner project team. Total estimated costs reflect a 10% contingency factor.

Exhibit B - Project Attachments

Please find attached:

Exhibit B1 - One-Line Diagram (CELL)

Exhibit B2 - Project Schedule

Exhibit B1 – One-Line Diagram (CEII)

CUI//CEII MATERIAL - DO NOT RELEASE

Big Cedar Load Expansion Project
Confidential – Contains CEII Do Not Release
Exempt from disclosure under Iowa Code 22.7 (50)

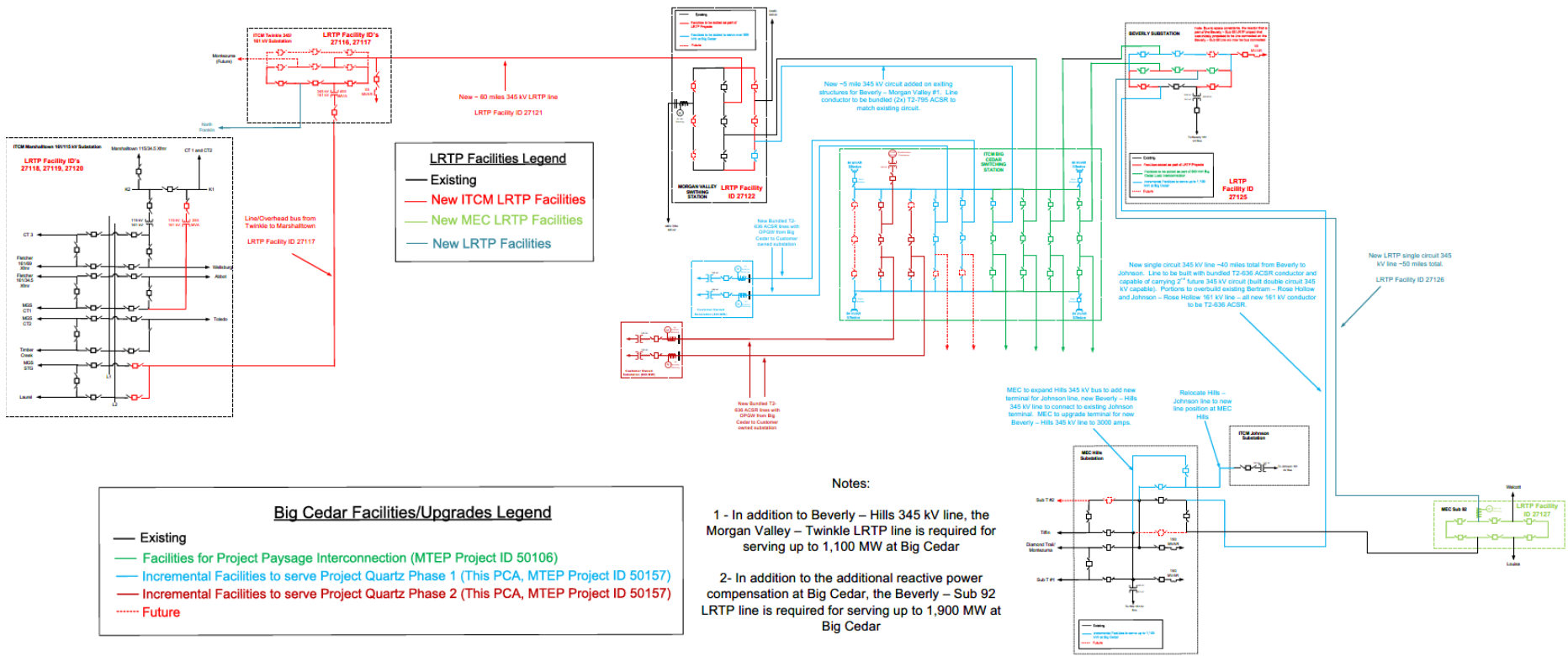


Exhibit B2 - Project Schedule

Load Interconnection Form #ITCMW-2024-009 (Phase 1) and ITCMW-2024-010 (Phase 2)

Submitted to Transmission Owner on 5/7/2024

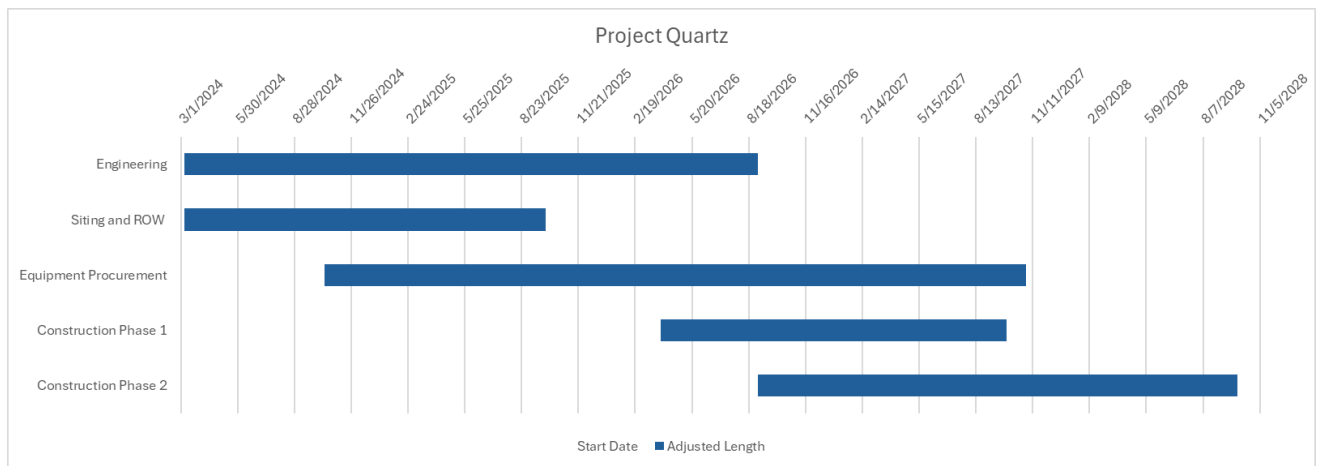
Engineering— 3/7/2024 – 9/1/2026

Siting and ROW Work - 3/7/2024 – 9/30/2025

Equipment Procurement - 10/15/2024 – 11/1/2027

Construction – 4/1/26 – 9/30/2027 (Phase 1); 9/1/26 – 9/30/2028 (Phase 2)

Big Cedar Interconnection Project In-Serve Date – 9/30/2027 (Phase 1), 9/30/2028 (Phase 2)



Schedule provided is an initial project schedule that is subject to change.