AMENDED AND RESTATED
PROFESSIONAL ASSET MANAGEMENT AGREEMENT

This Amended and Restated Professional Asset Management Agreement ("Agreement"), effective as of the 1st day of April, 2023 (the "Effective Date"), is entered into by and between Tenaska Marketing Ventures, a Nebraska general partnership ("TMV") and Tenaska Gas Storage, LLC, a Delaware limited liability company ("TGS") (TMV and TGS are herein referred to collectively or individually as "Tenaska" as the context indicates), and the City of Duluth, a municipal corporation ("Duluth"). Tenaska and Duluth may be referred to herein individually as "party" and collectively as the "parties".

WITNESSETH

WHEREAS, the parties executed and delivered to each other that certain Professional Asset Management Agreement, dated as of March 15, 2018 (the "Original AMA"), and now the Partiers desire to enter into this Agreement to amend and restate the Original AMA as set forth in this Agreement; and

WHEREAS, Duluth has certain storage and/or pipeline transportation agreements more fully described on Exhibit "A" hereto ("Contracts").

WHEREAS, Duluth wishes to have Tenaska professionally manage the Contracts; and

WHEREAS, Tenaska provides professional services, including nomination, consultation and accounting services, to help its asset management agreement customers capture underutilized value from assets and to provide Duluth a seamless and reliable supply of gas at the City's gate; and

WHEREAS, Tenaska provides its asset management agreement customers flexible and reliable gas services, experienced, creative and innovative staff, and dependable, accurate and experienced gas control and accounting support; and

WHEREAS, Tenaska is willing to provide such professional service to Duluth as further provided herein; and

WHEREAS, Duluth, TMV and TGS wish to further define their rights and obligations with respect to such management services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Asset Management Arrangement.

(a) Capacity Release. Duluth shall release the natural gas transportation capacity that is the subject of the transportation-related Contracts (the "Transportation Capacity") to TMV and the natural gas storage capacity that is the subject of the storage-related Contracts (the "Storage Capacity", and collectively with the Transportation Capacity, the "Capacity") to TGS. Such releases shall be conditioned such that Duluth may call upon Tenaska to deliver to Duluth an amount of natural gas at its city gate, as provided in the Contracts, up to 100% of the daily contract demand of the Transportation Capacity on any day during a minimum of five (5) months out of each twelve (12) consecutive month period during the Term (as defined in Section 7 below) of this Agreement. Any tax liability under the storage contracts shall be and remain the liability of Duluth.

The demand charge for all releases will be $0.00. The commodity, fuel and all other variable costs of all pipeline transportation and storage optimized by Tenaska will be accounted for in the net value of sharing described in Section 1(c) below.

The term of the releases of the Capacity shall commence as of or prior to the Effective Date of this Agreement and shall expire upon the earlier of (i) the last day of the Term (as defined in Section 7 below) or (ii) the Contract Expiration Date set forth on Exhibit "A" hereto that corresponds with such Capacity.

(b) Sale and Delivery of Gas. Duluth will notify Tenaska of its gas requirements pursuant to Section 5 (Nominations) below; provided, however, that such nominations shall not exceed the maximum firm delivery quantity of the Transportation Capacity specified in any of the Contracts. Duluth shall sell such nominated quantities of gas to Tenaska for a contract price of $0.00 per MMBtu. The delivery point for such sales shall be the primary receipt point(s) of the Transportation Capacity specified in the relevant Contracts. Such gas will be sourced from the gas supply portfolio previously secured by Duluth (the "Gas Supply Contracts"). To effectuate gas deliveries to Duluth, Tenaska shall re-sell such nominated quantities of gas to Duluth for a contract price of $0.00 per MMBtu plus all associated commodity, fuel and other variable charges. The delivery point for such sales shall be the City of Duluth city gate. Tenaska shall also be able to purchase quantities of gas from Duluth under the Gas Supply Contracts, in excess of the quantity nominated by Duluth, in order to enter into optimization transactions. Tenaska shall be permitted to sell such quantities at any location in Tenaska's discretion. In addition to gas sourced from the Gas Supply Contracts, Tenaska may sell gas to Duluth from any other source available to Tenaska, provided that such sales will be priced as negotiated by Tenaska and Duluth from time to time. All such sale and purchase transactions between Tenaska and Duluth shall be documented under the Base Contract for Sale and Purchase of Natural Gas between TMV and Duluth dated November 1, 2004, as amended from time to time, or any master agreement for the sale and purchase of natural gas that the parties expressly agree in writing shall replace such contract (the "NAESB"); provided, however, gas purchased by Duluth from third parties, sold to TMV at $0.00 and resold to Duluth at $0.00 shall be pursuant to this Agreement and not a confirmation under the NAESB.

(c) Sharing. The parties agree that the net value of any funds received through optimization of the Contracts as described in Sections 1(a) and (b) above shall be shared on a 70/30 basis with Duluth receiving 70% and Tenaska receiving 30%.

(d) Billing and Monthly Optimization Reporting. With respect to the Contracts, Duluth will continue to receive the invoices for the monthly demand charges and shall pay directly to the relevant counterparties to such Contracts such monthly demand charges due thereunder. All purchases and sales of gas under Section 1(b) above will be subject to the billing and payment provisions of the NAESB. Separately, within fifteen (15) calendar days following the end of each month during the Term, Tenaska will prepare a monthly statement, in a form and detail reasonably satisfactory to Duluth, setting out the sharing calculation described in Section 1(c) above. Duluth shall provide to Tenaska the relevant bank account information and payment instructions that Tenaska is to follow with respect to payments to be made to Duluth hereunder. Payments shall be made by wire transfer and shall be due on the Payment Date (as such term is defined in the NAESB) of the month immediately following each month of the Term, and any such amount may be netted against any amounts owing by Duluth to Tenaska hereunder or under the NAESB.

(e) Amendments. Any modification or alteration made with respect to the accounting practices or the billing and payment arrangement under this Agreement must be mutually acceptable to Duluth, TMV and TGS.

(f) Default; Termination; Recall.

(i) To the extent either Tenaska or Duluth (the "Defaulting Party") fails to perform any material covenant or agreement set forth in this Agreement, and such failure is not cured within two (2) business days after written notice of such failure is received by the Defaulting Party, or the NAESB is terminated pursuant to its terms or any transaction that is governed by the NAESB that is entered into in conjunction with or pursuant to this Agreement is terminated pursuant to its terms (in each case, such party that receives notification of such termination shall be the "Defaulting Party"), then in such case, the other party (the "Non-Defaulting Party") shall have the right to terminate this Agreement upon two (2) business days' written notice to the Defaulting Party. If Duluth terminates this Agreement pursuant to this Section 1(f), Duluth shall have the right to terminate this Agreement pursuant to this Section 1(f), terminate any transaction entered into pursuant to the NAESB which was entered into in connection with, or which is related to, this Agreement, and recall the Capacity upon the effectiveness of such termination.

(ii) Although the release of the Capacity contemplated in this Agreement may be made on a recallable basis when it is made with the relevant transportation or storage provider, Duluth acknowledges and agrees that the intent of this Agreement is that Duluth will not recall the Capacity for any reason during the Term unless Duluth has the right to terminate this Agreement pursuant to this Section 1(f). If Duluth recalls the Capacity at any time during the Term without having the right to terminate this Agreement pursuant to this Section 1(f), such shall be deemed a material breach of this Agreement by Duluth pursuant to this Section 1(f). In such case, Tenaska may exercise any or all of the following rights: (1) terminate this Agreement pursuant to this Section 1(f), and (2) terminate any transaction entered into pursuant to the NAESB which was entered into in connection with, or which is related to, this Agreement, and may elect to liquidate such transaction pursuant to the terms of the NAESB, in which case a Net Settlement Amount shall be calculated (but only with respect to such transaction(s)), and paid by the party that owes it pursuant to the terms of the NAESB. Duluth shall be liable to Tenaska for any losses or costs incurred by Tenaska related to the exercise of such remedies. Further, Duluth shall be liable to Tenaska for any documented economic losses or costs incurred by Tenaska related to (1) terminating or un-winding any natural gas purchase and sale transaction between TMV or TGS and any third party for which the Capacity was to be utilized to transport or store natural gas, or any related hedge transactions, and (2) any stranded capacity or assets, or otherwise arising from the recall of the Capacity.

(g) Regulatory Change. This Agreement is based on the current (i) tariff provisions and operating rules of the relevant transportation or storage providers, and (ii) rules and policies of the Federal Energy Regulatory Commission ("FERC"). If any party implements a change to any of the aforementioned that materially, adversely affects the transactions contemplated by this Agreement (a "Regulatory Change"), then the parties hereto shall attempt to mutually negotiate revisions to this Agreement to eliminate the adverse impact of the Regulatory Change on the party or parties hereto. If the parties are unable to successfully negotiate mutually agreeable revisions within thirty (30) days after the announcement of such Regulatory Change, then either party may terminate this Agreement by providing ten (10) days' written notice to the other party. In the event of such termination, each party shall have the right to exercise its respective remedies set forth in Section 1(f) above in the same manner as if it were the Non-Defaulting Party upon the occurrence of an Event of Default.

2. Services. Tenaska will provide nominating, accounting and consultative services to Duluth in association with the supply of gas to Duluth.

3. Indemnification. Tenaska will defend and indemnify Duluth from any and all liability, claims, penalties, charges and costs levied against Duluth by any third party arising from any act or omission by Tenaska in administering the Contracts.

4. Order 712 AMA. This Agreement is intended to be an asset management arrangement and shall comply with the Federal Energy Regulatory Commission's rules governing such arrangements at 18 CFR §284.8(h)(3) or any successor rule thereto.

5. Nominations.

(a) Duluth will provide to Tenaska its nomination of Duluth's total gas requirements for a particular day or days of gas flow by 8:00 a.m. CCT ("CCT" or "Central Clock Time" means Central Standard Time or Central Daylight Savings Time, as applicable), on the Business Day (as such term is defined in the NAESB) immediately preceding the relevant gas flow day(s).

(b) Increases or decreases in the initially submitted nomination or any initial nomination made after the 8:00 a.m. CCT deadline will be considered intraday, and will be accommodated by sales by Tenaska to Duluth or purchases by Tenaska from Duluth at a fixed price quoted by Tenaska and accepted by Duluth. Intra day nomination notification must be made to Tenaska at least 1 hour prior to each relevant NAESB deadline, and on any weekend day or day that is a holiday, at least three (3) hours prior notice.

(c) For NNG's non-grid Final AM storage true-up nomination cycle, notification must be made to Tenaska by 7:30 a.m. CCT during the day of gas flow (NNG deadline is 8:00 a.m. CCT during the day of gas flow). Nomination increases or decreases would be accommodated by sales by Tenaska to Duluth or purchases by Tenaska from Duluth utilizing NNG storage assets and would be nominated on a best efforts basis (due to NNG's storage injection/withdrawal allocation).

6. Additional Assets. Tenaska shall have no obligation to purchase any additional assets or natural gas for Duluth or to transport such gas to Duluth other than as described in Sections 1(b) and 5 (a), (b) and (c) above.

7. Term. This Agreement shall be effective as of the Effective Date set forth above and shall continue in full force and effect through March 31, 2024 (the "Initial Term"). The Initial Term shall be followed by successive one (1) year renewal terms (each a "Renewal Term"). The Initial Term and any Renewal Term shall collectively be referred to herein as the "Term". Either Party may terminate this Agreement, effective March 31 of any year during the Term, by delivering written notice of such termination to the other Party at least ninety (90) days prior to such termination effective date. In all circumstances, the parties shall work together to ensure that the releases of the Contracts and the corresponding Capacity, as contemplated in Section 1(a), coincide with the Term of this Agreement. Termination of this Agreement shall not affect any liability of any party in any way resulting from transactions initiated prior to such termination.

8. Assignment. This Agreement may not be assigned by any party without the prior written consent of the other parties.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER DULUTH OR TENASKA BE LIABLE TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT, FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INDIRECT OR EXEMPLARY DAMAGES, IN TORT, CONTRACT OR OTHERWISE.

10. Waiver and Amendment. Except as expressly provided in this Agreement, neither the failure nor the delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy. Nor shall any single or partial exercise of any right, power or remedy preclude any further or other exercise thereof or the exercise of any other right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No amendment of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties.

11. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the balance of this Agreement shall remain in full force and effect and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted. If any provision is inapplicable to any person or circumstance, it shall, nevertheless, remain applicable to all other persons and circumstances.

12. Records. Tenaska will maintain all records in relation to this Agreement for a period of three years after the termination of the Agreement.

13. Reports. Subject to Section 14, Tenaska shall be responsible for furnishing to Duluth records, data and information as Duluth may reasonably require pertaining to matters covered by this Agreement.

14. Audits. Tenaska shall ensure that at reasonable times during normal business hours and as often as Duluth may deem necessary, there shall be made available to Duluth for examination, the relevant portion of its books and records with respect to matters covered under this Agreement. Tenaska will also permit Duluth to audit, examine and make excerpts or transcripts from such records. To the

extent allowed by law, such right to access, audit and copy such records shall not be available with respect to proprietary information not directly relevant to the transactions entered into under to this Agreement.

15. Confidentiality. All reports, data, information, documentation and material given or prepared by Tenaska pursuant to this Agreement will be confidential and will not be released by Tenaska without prior authorization from Duluth except as required for the performance of Tenaska's services or as required by law. Pursuant to Minnesota Statutes, Chapter 13 (Minnesota Government Data Practices Act), Tenaska agrees to maintain and protect data on individuals received, or to which Tenaska has access, according to the statutory provisions applicable to the data.

16. Rules and Regulations. Tenaska agrees to observe and comply with all applicable laws, ordinances, rules and regulations which are applicable to its activities under this Agreement.

17. No Partnership. The parties agree that no joint venture, partnership, or other fiduciary relationship shall be deemed to exist or arise between them or their affiliates with respect to, or as a result of, the terms of this Agreement and/or the transactions contemplated hereby.

18. Counterparts. This Agreement may be executed in counterparts, all of which will be considered one original.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

20. Non-Exclusivity. Duluth acknowledges that Tenaska may be providing services to third parties during the term of this Agreement.

21. Amendment and Restatement. Effective as of the Effective Date, this Agreement amends and restates the Original AMA in its entirety and the Original AMA shall have no further force or effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Professional Asset Management Agreement as of the date first above written.

CITY OF DULUTH

____
Mayor

ATTEST:

____
City Clerk

APPROVED:

____
City Auditor

APPROVED AS TO FORM:

____
City Attorney

TENASKA MARKETING VENTURES
By: TMV Holdings, LLC,
Its Managing Partner

By:______________________________ NTD
Name: Mark A. McQuade

Title: Chief Compliance Officer
and General Counsel

TENASKA GAS STORAGE, LLC

By:______________________________ NTD
Name: Mark A. McQuade
Title: Chief Compliance Officer
and General Counsel

EXHIBIT "A"

Transportation Capacity

SUMMER

Pipeline	**Contract #**	**Receipt Point**	**Delivery Point**	**Volume / D (MMBtu)**	**Contract Expiration Date**	**Summer Release Months**
ANR	113610	Farwell	Stg	1,487	3/31/2026	May 1 through October 31
NNG	22160	Ventura	Duluth	4,813	10/31/2028	April 1 through October 31
NNG	22160	Demarc	Duluth	4,814	10/31/2028	April 1 through October 31
NNG	109190	Carlton	Duluth	10,000	10/31/2023	April 1 through October 31
NNG	22160	Welcome	Duluth	1,000	10/31/2028	April 1 through October 31
GLGC	FT0549	Emerson	West Zone	6,000	10/31/2026	April 1 through October 31
GLGC	FT7377	Emerson	East Zone	1,500	3/31/2024	April 1 through October 31
GLGC	FT19133	Emerson	West Zone	3,000	3/31/2026	April 1 through October 31
GLGC	FT21596	Emerson	West Zone	20,000	10/31/2028	April 1 through October 31

WINTER

Pipeline		**Receipt Point**	**Delivery Point**	**Volume / D (MMBtu)**	**Contract Expiration Date**	**Winter Release Months**
ANR	113610	Stg	Farwell	3,423	3/31/2026	November 1 through April 30
NNG	22160	Ventura	Duluth	5,125	10/31/2028	November 1 through March 31
NNG	22160	Demarc	Duluth	5,125	10/31/2028	November 1 through March 31
NNG	134860	Carlton	Duluth	5,000	10/31/2024	November 1 through March 31
NNG	22160	Ogden	Duluth	4,037	10/31/2028	November 1 through March 31
NNG	22160	Welcome	Duluth	1,000	10/31/2028	November 1 through March 31
GLGC	FT0549	Emerson	West Zone	6,000	10/31/2026	November 1 through March 31
GLGC	FT7377	Emerson	East Zone	1,500	10/31/2024	November 1 through March 31
GLGC	FT19133	Emerson	West Zone	4,000	3/31/2026	November 1 through March 31
GLGC	FT17416	Farwell	Duluth	1,950	3/31/2026	November 1 through April 30
GLGC	FT21596	Emerson	West Zone	20,000	10/31/2028	November 1 through March 31

Storage Capacity

Pipeline	**Injection / Withdraw Point**	**Summer/Winter Injections Volume/D(MMBtu)**	**Summer/Winter Withdraw Volume/D(MMBtu)**	**MSQ**	**Contract Expiration Date**
NNG (Contract #22334)	Ogden	June – 3,947 July – 4,665 August – 5,203 September – 5,502 October – 5,502 November – 2,009 December – 2,009 January – 2,009 February – 2,009 March – 2,009 April – 1,004 May – 0	June – 2,208 July – 2,208 August – 2,759 September – 3,311 October – 3,311 November – 8,672 December – 8,672 January – 8,672 February – 6,699 March – 4,545 April – 2,691 May – 0	500,000	05/31/2028
ANR (Contract #134755)	Deward			258,825	3/31/2026

			MDIQ	**Storage Balance**
	Injection	MDIQ @ 100% of MDIQ	1,479	**If <= 232,943**
		MDIQ @ 80% of MDIQ	1,183	**If 232,944 to 258,825**
			MDWQ	**Storage Balance**
	Withdrawal	MDWQ @ 100% of MDWQ	3,451	**If 51,765 to 258,825**
		MDWQ @ 90% of MDWQ	3,106	**If 38,824 to 51,764**
		MDWQ @ 80% of MDWQ	2,761	**If 25,883 to 38,823**
		MDWQ @ 70% of MDWQ	2,416	**If 12,941 to 25,882**
		MDWQ @ 60% of MDWQ	2,071	**If 0 to 12,940**