

Exhibit A

EXECUTABLE

AMENDMENT TO PROFESSIONAL ASSET MANAGEMENT AGREEMENT

This Amendment to Professional Asset Management Agreement is made and entered into this 8th day of March, 2016 by and between Tenaska Marketing Ventures ("TMV"), Tenaska Gas Storage, LLC ("TGS") (TMV and TGS to be collectively referred to herein as "Tenaska") and City of Duluth ("Duluth") (collectively the "Parties").

WHEREAS, Duluth and Tenaska are parties to that certain Professional Asset Management Agreement dated November 1, 2012, as amended from time to time (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement as hereinafter set forth.

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. Section 7 of the Agreement is amended by deleting it in its entirety and replacing it with the following:

"7. Term. This Agreement shall be effective on the date set forth above and shall continue in full force and effect for an initial term from November 1, 2012 through October 31, 2017 (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 October 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 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."

2. Except as herein amended, the Agreement shall remain in full force and effect. If there are any conflicts between this Amendment and the Agreement, the terms of this Amendment shall govern.
3. All capitalized terms used herein, unless otherwise defined, shall have the meanings given to them in the Agreement.
4. This Amendment may be executed in counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, by their respective authorized representatives, have executed this Amendment as of the date first above written.

[Signature Page Follows]

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TENASKA MARKETING VENTURES

By: TMV Holdings, LLC
Its Managing Partner

By: FRH

Name: FRED R. HUNZEKER
Title: PRESIDENT

TENASKA GAS STORAGE, LLC

By: FRH

Name: FRED R. HUNZEKER
Title: PRESIDENT

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

APPROVED:

City Auditor

APPROVED AS TO FORM:

City Attorney