

EXHIBIT B
Amending Agreement to Base Contract
for Sale and Purchase of Natural Gas (NAESB)
Dated February 1, 2021 between
Puget LNG, LLC and Puget Sound Energy, Inc.

This AMENDING AGREEMENT ("Agreement") is made and entered into as of February 1, 2021, by and between Puget Sound Energy, Inc. ("PSE") and Puget LNG, LLC ("PLNG") to amend the Base Contract for Sale and Purchase of Natural Gas, dated February 1, 2021, between PSE and PLNG ("Base Contract"), and the General Terms and Conditions of the North American Energy Standards Board, Inc. ("General Terms and Conditions"), which are by reference incorporated into the Base Contract. Capitalized terms used in this Agreement, unless otherwise defined in this Agreement, have the meanings set forth in the General Terms and Conditions.

Section 1 Agreements

1.1. Section 2.13 is deleted in its entirety and replaced with the following: "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as: a) a standby irrevocable letter of credit, or b) a guaranty, or c) cash collateral, or d) a prepayment.

1.2. Section 2.31 is amended by deleting the last sentence and replacing it with the following: "If no price or range of prices is published for such Day, then the Spot Price shall be determined in accordance with the methodology set forth in Section 14."

1.3. The first sentence of Section 7.1 is amended by deleting "applicable" and inserting "payable by Buyer pursuant to the Contract" after "charges".

1.4. Section 8.1 is amended by inserting "Except as otherwise provided in Section 6," at the beginning of the second sentence.

1.5. Section 8.3 is amended by a) inserting ", its officers, directors, employees, agents and legal representatives," after "Buyer" in the first line and after "Seller" in the fourth line and b) deleting "it" in the first and fourth lines and inserting "each of them" in lieu thereof.

1.6. Section 9.1 is amended by inserting ", notices" immediately after "payment instructions."

1.7. Section 9.3 is amended by: a) deleting "given" in the first line and replacing it with "deemed to be delivered"; b) deleting the third occurrence of "is" in the fourth sentence and replacing it with "if such facsimile is received"; c) adding "at nine a.m." after "been received" in the fifth line and after "delivered" in the last sentence; and d) adding "at two p.m." after "been received" in the sixth line.

1.8. Section 10.1 is deleted in its entirety.

1.9. Section 10.2 is amended by (a) adding "of all or substantially all of its assets" after "assignment" in the first line, (b) deleting the following language in its entirety: "(vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party"; (c) deleting the numbers "(viii)" and "(ix)" and replacing them with "(vii)" and "(viii)" respectively; and (d) deleting the remainder of the sentence following "sole election," and replacing it with "in addition to any and all other remedies available hereunder, to either immediately (A) withhold and/or suspend deliveries or payment under the Contract, or (B) terminate the Contract."

1.10. Section 10.6 is amended by a) inserting "Except as otherwise provided in the Contract, " at the beginning of the second sentence and b) deleting "other" wherever it appears in the second sentence.

1.11. Section 11.1 is amended by a) inserting "and that such party is not able to avoid through reasonable diligence" at the end of the second sentence.

1.12. Section 11 is amended by adding the following new Section 11.7:

11.7 If Seller's performance of its obligations to deliver Gas to all its firm customers is excused pursuant to this Section 11, Seller shall apportion the available gas supply ratably among Buyer and other firm customers, to the maximum extent feasible, in the percentage proportion of the contract quantity due each customer compared to the aggregate contract quantity of Seller's firm Gas sales commitments at the time of the curtailment.

1.13. Section 15.1 is amended by replacing "approval" with "consent" in the seventh line, and by adding the following sentence at the end of the Section: "PLNG hereby acknowledges and agrees that, pursuant to an Indenture of First Mortgage of Washington Natural Gas Company (predecessor in interest to PSE) dated as of April 1, 1957, as supplemented and modified (the "Indenture"), wherein The Bank of New York Mellon Trust Company, N.A. is the trustee, all of PSE's rights under the Contract will be subjected to the lien of the Indenture.

1.14. Section 15.7 is amended by inserting "other than each of the parties indemnified under Section 8.3" at the end of such sentence.

1.15. Section 15.8 is deleted in its entirety and the following is inserted in lieu thereof:

Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract and that each person who executes this Contract on its behalf has the full and complete authority to do so.

1.16. Section 15.10 is amended by (a) adding a new clause (v) after clause (iv) as follows and changing (v) to (vi): "(v) to the extent deemed necessary or desirable by PSE for purposes of providing information regarding its gas supplies and economics to the Washington Utilities and Transportation Commission" and (b) adding the following new sentence at the end thereof: "Notwithstanding anything to the contrary contained in this Section 15.10, PLNG acknowledges and agrees that, pursuant to the terms of the Indenture, Counterparty is required to disclose the Contract to the trustee under the Indenture".

Section 2 Other Provisions

2.1. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental and regulatory authorities having jurisdiction over this Agreement, PSE or PLNG. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental and regulatory authorities that are required to be incorporated in agreements of this character are by this reference incorporated in this Agreement.

2.2. Except as expressly provided in this Agreement, all of the terms and conditions of the Base Contract and the General Terms and Conditions shall remain unchanged and in full force and effect and all such terms and conditions of the Base Contract and the General Terms and Conditions are by this reference incorporated into this Agreement with the same force and effect as if fully set forth herein.

2.3. The parties to this Agreement agree that the disclaimer statement appearing at the bottom of the General Terms and Conditions is entirely for the benefit of the North American Energy Standards Board, Inc. and that as between the parties to this Agreement such disclaimer shall not affect the meaning, interpretation or construction of this Agreement.

2.4. The section headings contained in this Agreement are for convenience of reference only and shall not be used in any way to affect, interpret or construe any of the provisions of this Agreement.

2.5. This Agreement shall be effective upon execution and delivery by each of PSE and PLNG.

Puget Sound Energy, Inc.

By Ron Roberts

Name: Ron Roberts

Title: VP, Energy Supply

Puget LNG, LLC

By Blake Littauer

Name: Blake Littauer

Title: President