

**COMPLIANCE CERTIFICATE OF PUGET SOUND ENERGY, INC.**  
**For the Fiscal Quarter Ended June 30, 2013**

To: Wells Fargo, as Administrative Agent

Date: August 7, 2013

Reference is made to the following sections of the Credit Agreement dated as of February 4, 2013, among Puget Sound Energy, Inc., a Washington corporation (the "Borrower"), Wells Fargo Bank and the lenders party thereto (together with all amendments, supplements, exhibits and modifications thereto, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

**REQUIRED DISCLOSURE**

SECTION 5.02: Compliance Certificate. Deliver to the Administrative Agent and each Lender,

(a) Concurrently with any delivery of financial statements under Section 5.01(a) or Section 5.01(b), a certificate of an Authorized Officer

(i) Certifying as to whether a Default has occurred and, if a Default has occurred, specifying the details thereof and any action taken or proposed to be taken with respect thereto,

(ii) Setting forth reasonably detailed calculations demonstrating compliance with Section 6.09, and

(iii) stating whether any change in GAAP applicable to the financial statements or in the application thereof has occurred since the date of the audited financial statements referred to in Section 4.01(c) or, if more recent, Section 5.01(a), (and except as described in the financial statements provided pursuant to Section 4.01(c), or Section 5.01(a) or Section 5.01(b)) and, if any such change has occurred, specifying the effect of such change on the financial statements accompanying such certificate, and

(b) Concurrently with any delivery of financial statements under Section 5.01(a), a certificate of the accounting firm that reported on such financial statements stating whether they obtained knowledge during the course of their examination of such financial statements of any Default under Section 6.09 (which certificate may be limited to the extent required by accounting rules or guidelines and in any event shall be limited to Defaults insofar as they may relate to accounting matters).

**RESPONSE:**

In compliance with the above, the undersigned hereby certifies in response to the above mentioned requirements:

(a) Enclosed are the following for the Borrower and its consolidated Subsidiaries (collectively, the "Financial Statements"):

- Audited consolidated balance sheet as of June 30, 2013,
- Audited consolidated statement of income for the fiscal quarter ended, the related audited consolidated statement of stockholders' equity for the fiscal quarter ended, and
- Audited consolidated statement of cash flows for the fiscal quarter ended, and in the case of each of such Financial Statements, in comparative form from the figures for the previous fiscal year, all prepared in accordance with GAAP.

(a)(i) No default has occurred.

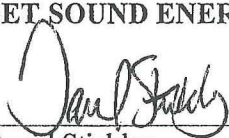
(a)(ii) See Exhibit A (reasonably detailed calculations of debt leverage ratio)

(a)(iii) No change in GAAP has occurred

(b) Not Applicable

**PUGET SOUND ENERGY, INC.**

By: \_\_\_\_\_

  
David Stickley  
Assistant Treasurer

**EXHIBIT A**

**PSE Credit Agreement Leverage Ratio**

For 12 Months Ended June 30, 2013

(\$ in 000's)  
**PSE**  
12 Months Ended

<b>Puget Sound Energy Leverage Ratio</b>		<b>06/30/13</b>
<i>Indebtedness</i>		
PSE Consolidated Long Term Debt <sup>(1)</sup>		3,513,258
Hybrid Debt Securities		250,000
Short Term Debt		-
Demand Promissory Note with Puget Energy		29,598
Current Maturities of LTD		13,000
All obligations upon which interest charges are customarily paid		-
All obligations under conditional sale or other title retention agreements relating to property acquired		-
All obligations in respect of the deferred purchase price of property or services (excluding current A/P)		-
All Indebtedness of others secured by any Lien on property owned or acquired		-
All Guarantee of Indebtedness of others		-
Capital Lease Obligations		20,840
Letters of Credit and Letters of Guaranty		-
All obligations, contingent or otherwise in respect of bankers' acceptances		-
Net Obligations under any Interest Hedging Agreement		-
All Attributable Receivables Indebtedness <sup>(2)</sup>		-
<b>Total Funded Indebtedness</b>	<b>(A)</b>	<b>3,826,696</b>
<i>Total Puget Sound Energy Common Shareholder's Equity</i>		3,429,915
Plus: The cumulative non-cash MTM losses (net of taxes)		217,387
Less: The cumulative non-cash MTM gains (net of taxes)		(169,622)
<i>Total Shareholder's Equity</i>		<b>3,477,680</b>
<b>Total Capitalization</b>	<b>(B)</b>	<b>7,304,376</b>
<b>Puget Sound Energy Leverage Ratio <sup>(3)</sup></b>	<b>(A) / (B)</b>	<b>0.52</b>

<sup>(1)</sup> All obligations evidenced by bonds, debentures, notes or similar instruments, including without limitation, Hybrid Debt Securities

<sup>(2)</sup> If a Receivables Facility is structured as a secured lending agreement, constitutes the principal amount of such Indebtedness

<sup>(3)</sup> Borrower shall not permit the Leverage Ratio to be > 0.65 to 1.00 to avoid default [section 6.09]