

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

To: Wells Fargo, as Administrative Agent

Date: November 8, 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 September 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.

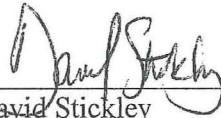
By: 
David Stickley
Assistant Treasurer

EXHIBIT A

PSE Credit Agreement Leverage Ratio
For 12 Months Ended September 30, 2013

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

Puget Sound Energy Leverage Ratio		09/30/13
<i>Indebtedness</i>		
PSE Consolidated Long Term Debt ⁽¹⁾		3,513,258
Hybrid Debt Securities		250,000
Short Term Debt		129,000
Demand Promissory Note with Puget Energy		29,598
Current Maturities of LTD		10,000
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		18,945
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 ⁽²⁾		-
Total Funded Indebtedness	(A)	3,950,801
<i>Total Puget Sound Energy Common Shareholder's Equity</i>		3,298,626
Plus: The cumulative non-cash MTM losses (net of taxes)		211,610
Less: The cumulative non-cash MTM gains (net of taxes)		(169,622)
<i>Total Shareholder's Equity</i>		3,340,614
Total Capitalization	(B)	7,291,415
Puget Sound Energy Leverage Ratio⁽³⁾	(A) / (B)	0.54

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

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

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

COMPLIANCE CERTIFICATE OF PUGET ENERGY, INC.
For the Fiscal Quarter Ended September 30, 2013

To: J.P. Morgan Chase Bank, N.A., as Administrative Agent

Date: November 8, 2013

Reference is made to that certain Credit Agreement dated as of February 10, 2012 among Puget Energy Inc., J.P.Morgan Chase Bank, N.A. as Administrative Agent 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.

1. Deliveries

In compliance with Section 5.01(b) of the Credit Agreement, enclosed are the following for Puget Energy, Inc., a Washington corporation (the "Borrower") and its consolidated Subsidiaries (collectively, the "Financial Statements"): (i) the unaudited consolidated balance sheet as at September 30, 2013 (the "Period End Date"), (ii) the related consolidated statement of income for the fiscal quarter ended on the Period End Date and for the portion of the fiscal year then ended and (iii) the related consolidated statement of cash flows for the portion of the fiscal year ended on the Period End Date, in comparative form.

2. Certifications

Pursuant to Section 5.01(b) and Section 5.02 of the Credit Agreement, the undersigned Authorized Officer of the Borrower, in my capacity as such and not in my individual capacity, certifies that as of the Period End Date:

(a) The Financial Statements fairly present, in all material respects, as at the Period End Date or for the period covered thereby (as the case may be), the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments and the absence of footnotes.

(b) No Default has occurred.

(c) The Borrower is in compliance with the Group FFO Coverage Ratio and Maximum Leverage Ratio, each set forth in Section 6.09 of the Credit Agreement. Attached to this Compliance Certificate as Exhibit A are calculations demonstrating compliance with the Group FFO Coverage Ratio and Maximum Leverage Ratio.

(d) There have not occurred any changes in GAAP applicable to the financial statements of the Borrower or in the application GAAP to the Borrower's financial statements, since December 31, 2012.

PUGET ENERGY, INC.


By: 
David Stickley
Assistant Treasurer

EXHIBIT A

Calculation of Financial Covenants – Puget Energy

For the Fiscal Quarter Ended September 30, 2013

GROUP FFO COVERAGE RATIO

Required: Not to be less than 2.00 : 1.00.

Actual: 3.1 : 1.0

Calculation:

Group FFO	(A)	\$1,117,274
Group Interest	(B)	\$ 356,750
Group FFO Coverage Ratio	(A) / (B)	3.1

MAXIMUM LEVERAGE RATIO

Required: Not to be greater than 0.65 : 1.00.

Actual: 0.60 : 1.00

Calculation:

Total Funded Indebtedness	(C)	\$5,387,638
Total Capitalization	(D)	\$8,974,578
Maximum Leverage Ratio	(C) / (D)	0.60