

COMPLIANCE CERTIFICATE OF PUGET ENERGY, INC.
For the Fiscal Year Ended December 31, 2010

To: Barclays Bank PLC, as Facility Agent

Date: March 15, 2011

Reference is made to that certain Credit Agreement dated as of May 16, 2008 among Puget Merger Sub Inc., Barclays Bank PLC 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

(a) In compliance with Section 6.01(a) 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 audited consolidated balance sheet as of December 31, 2010 (the "Period End Date"), (ii) the related audited consolidated statement of income for the fiscal year ended on the Period End Date, (iii) the related audited consolidated statement of stockholders' equity for the fiscal year ended on the Period End Date and (iv) the related audited consolidated statement of cash flows for the fiscal year ended on the Period End Date, 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.

(b) In compliance with Section 6.01(a)(i) of the Credit Agreement, included as part of the enclosed Financial Statements are the report and opinion of the Borrower's independent registered public accounting firm with respect to the Financial Statements.

(c) In compliance with Section 6.01(a)(ii) of the Credit Agreement, enclosed is the income statement variance report showing the actual experience for the fiscal year ended on the Period End Date against the income statement projections for such fiscal year.

(d) In compliance with Section 6.01(c) of the Credit Agreement, enclosed are the Projections for the fiscal year immediately following the Period End Date.

(e) In compliance with Section 6.01(d) of the Credit Agreement, enclosed is a schedule setting forth the projected Capital Expenditure requirements of the Borrower Group and the Business Plan of the Borrower Group, in each case for the fiscal year immediately following the Period End Date.

(f) In compliance with Section 6.02(b) of the Credit Agreement, enclosed is a certificate of the Borrower's independent registered public accounting firm stating whether such firm obtained knowledge during the course of its examination of the Financial Statements of any Default under Section 7.14 of the Credit Agreement.

2. Certifications

Pursuant to Section 6.01(c) and (d) and Section 6.02 of the Credit Agreement, the undersigned Principal Financial 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 enclosed Projections were based on estimates, information and assumptions believed to be reasonable at the time of preparation of the Projections. I make no representation as to actual attainability of such Projections.

(b) The enclosed schedule of Capital Expenditures and Business Plan have been prepared in good faith and have been delivered (without variance or modification) to the senior management and the Borrower's Board of Directors.

(c) No Default has occurred.

(d) The Borrower is in compliance with the Group FFO Coverage Ratio, Debt Service Coverage Ratio and Group FFO Leverage Ratio, each set forth in Section 7.14 of the Credit Agreement. Attached to this Compliance Certificate as Exhibit A are calculations demonstrating compliance with the Group FFO Coverage Ratio, Debt Service Coverage Ratio and Group FFO Leverage Ratio.

(e) There have not occurred any changes in GAAP applicable to the financial statements of the Borrower or in the application of GAAP to the Borrower's financial statements, since December 31, 2009.

PUGET ENERGY, INC.

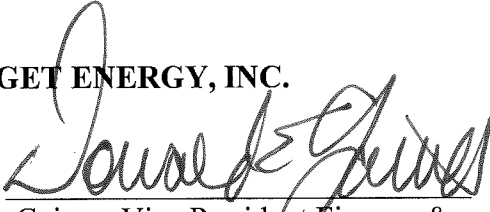
By: 
Don Gaines, Vice President Finance &
Treasurer and Principal Financial Officer

EXHIBIT A

Calculation of Financial Covenants – Puget Energy

For the Fiscal Year Ended December 31, 2010

GROUP FFO COVERAGE RATIO

Required: Not to be less than 1.30 : 1.00.

Actual: 1.8 : 1.0

Calculation:

Group FFO minus Schedule Base Capex	(A)	\$ 507,276
Group Interest	(B)	\$ 289,286
Group FFO Coverage Ratio	(A) / (B)	1.8

DEBT SERVICE COVERAGE RATIO

Required: Not to be less than 1.20 : 1.00.

Actual: 2.3 : 1.0

Calculation:

Cash Available for Borrower Debt Service	(C)	\$ 186,733
Borrower Interest	(D)	\$ 80,751
Debt Service Coverage Ratio	(C) / (D)	2.3

GROUP FFO LEVERAGE RATIO

Required: Not to be less than 7.125%.

Actual: 9.9%

Calculation:

Group FFO minus Group Interest	(E)	\$ 487,815
Group Net Debt Outstanding	(F)	\$ 4,929,538
Group FFO Leverage Ratio	(E) / (F)	9.9 %