



# PUGET SOUND ENERGY

*The Energy To Do Great Things*

Puget Sound Energy  
P.O. Box 97034  
Bellevue, WA 98009-9734  
PSE.com

November 17, 2011

Mr. David W. Danner, Executive Director and Secretary  
Washington Utilities and Transportation Commission  
P.O. Box 47250  
Olympia, Washington 98504-7250

**Re: Docket No. U-072375 – Commitment No. 58  
Quarterly Officer Certificates**

Dear Mr. Danner:

Attached are the officer certificates for the third quarter of 2011 described in Commitment No. 58 in the above-referenced proceeding.

Please contact Chris Schaefer at (425) 456-2932 for additional information about this filing. If you have any other questions, please contact me at (425) 462-3495.

Very truly yours,

Tom DeBoer  
Director, Federal & State Regulatory Affairs

Enclosures

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STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

**COMPLIANCE CERTIFICATE OF PUGET SOUND ENERGY, INC.**  
**For the Fiscal Quarter Ended September 30, 2011**

To: Barclays Bank PLC, as Facility Agent

Date: November 14, 2011

Reference is made to that certain Credit Agreement dated as of February 6, 2009, among Puget Sound Energy, Inc., a Washington corporation (the "Borrower"), 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**

In compliance with Section 6.01(b) of the Credit Agreement, enclosed are the following for the Borrower and its consolidated Subsidiaries (collectively, the "Financial Statements"): (i) the unaudited consolidated balance sheet as at September 30, 2011 (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 6.01(b) and Section 6.02 of the Credit Agreement, the undersigned Chief 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 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.

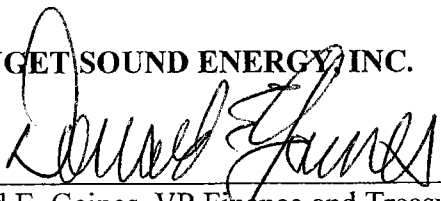
(b) No Default has occurred.

(c) The Borrower is in compliance with the Operating Company FFO Coverage Ratio set forth in Section 7.14 of the Credit Agreement. Attached to this Compliance Certificate as Exhibit A is a calculation demonstrating compliance with the Operating Company FFO Coverage Ratio.

(d) 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, 2010.

**PUGET SOUND ENERGY INC.**

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

  
Donald E. Gaines, VP Finance and Treasurer and Principal  
Financial Officer

**EXHIBIT A**

**Calculation of Financial Covenants - Puget Sound Energy**

**For the Fiscal Quarter Ended September 30, 2011**

**OPERATING COMPANY FFO COVERAGE RATIO**

Required: Not to be less than 1.80 : 1.00.

Actual: 3.0: 1.0

Calculation:

|   |           |    |         |
|---|-----------|----|---------|
| Operating Company FFO minus Schedule Base Capex | (A)       | \$ | 650,813 |
| Operating Company Interest                      | (B)       | \$ | 218,134 |
| Operating Company FFO Coverage Ratio            | (A) / (B) |    | 3.0     |

**COMPLIANCE CERTIFICATE OF PUGET ENERGY, INC.**  
**For the Fiscal Quarter Ended September 30, 2011**

To: Barclays Bank PLC, as Facility Agent

Date: November 14, 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**

In compliance with Section 6.01(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, 2011 (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 6.01(b) and Section 6.02 of the Credit Agreement, the undersigned Chief Financial Officer of the Borrower, in my capacity as such and not in my individual capacity, certifies that as of the Period End Date:

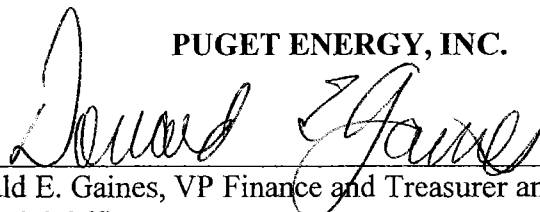
(a) The Financial Statements fairly present, in all material respects, as at the Period End Date or for the period covered thereby (as the case may be), the financial condition, results of operations, stockholders' equity and cash flows of the Borrower and its consolidated Subsidiaries in accordance 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, 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.

(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, 2010.

**PUGET ENERGY, INC.**

By:   
Donald E. Gaines, VP Finance and Treasurer and Principal  
Financial Officer

## EXHIBIT A

### Calculation of Financial Covenants – Puget Energy

For the Fiscal Quarter Ended September 30, 2011

#### GROUP FFO COVERAGE RATIO

Required: Not to be less than 1.30 : 1.00.

Actual: 2.0 : 1.0

Calculation:

|                                     |           |            |
|-------------------------------------|-----------|------------|
| Group FFO minus Schedule Base Capex | (A)       | \$ 645,658 |
| Group Interest                      | (B)       | \$ 315,404 |
| Group FFO Coverage Ratio            | (A) / (B) | 2.0        |

#### DEBT SERVICE COVERAGE RATIO

Required: Not to be less than 1.20 : 1.00.

Actual: 2.1 : 1.0

Calculation:

|  |           |            |
|--|-----------|------------|
| Cash Available for Borrower Debt Service | (C)       | \$ 205,824 |
| Borrower Interest                        | (D)       | \$ 97,270  |
| Debt Service Coverage Ratio              | (C) / (D) | 2.1        |

#### GROUP FFO LEVERAGE RATIO

Required: Not to be less than 7.125%.

Actual: 11.3%

Calculation:

|                                |           |              |
|--------------------------------|-----------|--------------|
| Group FFO minus Group Interest | (E)       | \$ 586,812   |
| Group Net Debt Outstanding     | (F)       | \$ 5,176,287 |
| Group Leverage Ratio           | (E) / (F) | 11.3 %       |