

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM U5S

ANNUAL REPORT

For the Year Ended December 31, 2002

Filed Pursuant to the Public Utility Holding Company Act of 1935

by

UNITIL CORPORATION  
6 Liberty Lane West, Hampton, New Hampshire 03842-1720

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ITEM 1.

SYSTEM COMPANIES AND INVESTMENTS THEREIN AS OF DECEMBER 31, 2002

Name of Company / Type of Business	Number of Common Shares Owned	% of Voting Power	Issuer Book Value (\$000's)	Owner's Book Value (\$000's)
Unitil Corporation (UTL)				
Unitil Energy Systems, Inc. (UES) - Electric Utility(1)	131,746	100%	29,331	29,331
Fitchburg Gas and Electric Light Company (FG&E) - Electric Utility and Gas Utility	1,244,629	100%	35,056	35,056
Unitil Power Corp. (UPC) - Wholesale Electric Power Company	100	100%	169	169
Unitil Realty Corp. (URC) - Real Estate Management	100	100%	2,433	2,433
Unitil Service Corp. (USC) - Service Company	100	100%	3	3
Unitil Resources, Inc. (URI) (Consolidated) - Energy Brokering and Advisory Services(2)	100	100%	565	565

NOTES:

- (1) In December 2002, Exeter & Hampton Electric Company (E&H), a wholly-owned subsidiary of Unitil, was merged with and into Concord Electric Company (CECO), also a wholly-owned subsidiary of Unitil. CECO changed its name to UES immediately following the merger.
- (2) Unitil Resources, Inc. (Consolidated) is the parent of Usource, Inc. (a wholly-owned subsidiary) (see details below):

Unitil Resource, Inc.	100	100%	3,450	3,450
Usource, Inc. (Consolidated)	1	100%	576	576
Elimination			(3,461)	(3,461)
Net Book Value of Unitil Resource, Inc. (Consolidated)			565	565

Usource, Inc. (Consolidated) is the sole member of Usource L.L.C.  
(see details below):

Usource, Inc.	1	100%	4,901	4,901
Usource L.L.C.	N/A	100%	(2,714)	(2,714)
Elimination			(1,611)	(1,611)
Net Book Value of Usource, Inc. (Consolidated)			576	576

Usource, Inc. and Usource L.L.C. are Exempt Telecommunication Companies (ETCs) under Section 34 of the Act.

ITEM 2.

ACQUISITIONS OR SALES OF UTILITY ASSETS

Information concerning acquisitions or sales of utility assets by System companies not reported in a certificate filed pursuant to Rule 24.

NONE

ITEM 3.

ISSUE, SALE, PLEDGE, GUARANTEE, OR ASSUMPTION OF SYSTEM SECURITIES

Name of Issuer and Title of Issue	Name of Company Issuing, Selling, Pledging, Guaranteeing or Assuming	Brief Description of Transaction	Consideration	Authorization or Exemption
Short-term Bank Borrowings	UTL, UES, FG&E, USC, URC, UPC, URI	Bank Borrowings Made on Various Dates and Such Funds Lent to Affiliates Under the Unutil Cash Pool	(A)	HCAR No. 35-26328

(A) Maximum borrowing authority is \$45,000,000. Borrowings outstanding at December 31, 2002 were \$35,990,000.

## ITEM 4.

## ACQUISITION, REDEMPTION OR RETIREMENT OF SYSTEM SECURITIES

Name of Issuer and Title of Issue	Name Of Company Acquiring, Redeeming, or Retiring Securities	Consideration  (In Whole Dollars)	Extinguished (EXT) Distributed (D) or Held (H) For Further Disposition	Authorization or Exemption
Unitil Corporation (UTL)				
Common Stock, No Par Value	Unitil Service Corp.		D & H (1)	HCAR No. 35-25951
Exeter & Hampton Electric Company (E&H)				
Redeemable Preferred Stock \$100 Par Value				
5.00 % Series	E&H	\$7,000	EXT	Rule 42
5.00 % Series	E&H	\$85,680	EXT (2)	HCAR No. 27609
6.00 % Series	E&H	\$173,040	EXT (2)	HCAR No. 27609
Fitchburg Gas and Electric Light Company (FG&E)				
Redeemable Preferred Stock \$100 Par Value				
5.125% Series	FG&E	\$13,200	EXT	Rule 42
8.00% Series	FG&E	\$14,300	EXT	Rule 42

## NOTES:

- (1) Common Stock Purchased on the Open-Market related to Board of Director Retainer Fees and Employee Length of Service Awards.
- (2) In December 2002, Exeter & Hampton Electric Company (E&H), a wholly-owned subsidiary of Unitil, was merged with and into Concord Electric Company (CECo), also a wholly-owned subsidiary of Unitil. CECo changed its name to Unitil Energy Systems, Inc. (UES) immediately following the merger. In conjunction with the merger, the 5.00% and 6.00% Series of E&H's Preferred Stock were fully redeemed.

ITEM 5.

INVESTMENTS IN SECURITIES OF NONSYSTEM COMPANIES AS OF DECEMBER 31, 2002

1. Aggregate amount of Investments in persons operating in the retail service area.

Name of Company	Name of Issuer	Nature of Issuer's Business	Description of Securities	Number of Shares	Percent of Voting Power	Owner's Book Value (In Dollars)
UES	Concord Regional Development Corp.	Economic Development	Common Stock	120	None	\$3,000
UES	Collins & Aikman Group	Retail	12% S. F. Debenture		None	\$500
	Collins & Aikman Group Inc.	Retail	Capital Stock	3	None	\$6
FG&E	Ames Department Store	Retail	Cum. Preferred Stk.	32	None	\$170
	Massachusetts Business Development Corp.	Economic Development	Common Stock	350	None	\$3,500
	Boundary Gas, Inc.	Gas Distribution	Common Stock	0.57	None	\$57

2. Securities owned not included in 1 above.

None.

ITEM 6.

OFFICERS AND DIRECTORS OF UNITIL CORPORATION AND SUBSIDIARIES

Part I. As of December 31, 2002:

LEGEND OF ABBREVIATIONS

CB	Chairman of the Board
D	Director
CEO	Chief Executive Officer
P	President
COO	Chief Operating Officer
CFO	Chief Financial Officer
SEVP	Senior Executive Vice President
EVP	Executive Vice President
SVP	Senior Vice President
VP	Vice President
T	Treasurer
AT	Assistant Treasurer
S	Secretary/Clerk
C	Controller

Name and Business Address	Unitil	UES	FG&E	USC	URC	UPC	URI	Usource
Robert G. Schoenberger 6 Liberty Lane West Hampton, NH 03842	D, CB, CEO	D	D	D	D	D	D, P	D, P
Michael J. Dalton 6 Liberty Lane West Hampton, NH 03842	D, P, COO	D, P	D, P	D, SEVP		D		
Anthony J. Baratta, Jr. Liberty Lane West Hampton, NH 03842	SVP, CFO			D, P	D, P		D	
William E. Aubuchon, III 95 Aubuchon Drive Westminster, MA 01473	D	D	D					
David P. Brownell 4 Evergreen Way Stratham, NH 03885	D	D	D					
Albert H. Elfner, III 53 Chestnut Street Boston, MA 02108	D	D	D					
Ross B. George 12 Treehaven Lane Austin, TX 78738	D	D	D					
Michael B. Green 250 Pleasant Street Concord, NH 03301	D	D	D					
Eben S. Moulton 128 Brattle Street Cambridge, MA 02138	D	D	D					
M. Brian O'Shaughnessy One Revere Park Rome, NY 13440	D	D	D					
Charles H. Tenney III P.O. Box 428 Sherborn, MA 01770	D	D	D					
Edward F. Godfrey 1354 Dublin Drive Richmond Hill, GA 31324	D	D	D					
George R. Gantz 6 Liberty Lane West Hampton, NH 03842				SVP, D	D		D	
David K. Foote 6 Liberty Lane West Hampton, NH 03842			SVP	VP			D, P	
Raymond J. Morrissey 6 Liberty Lane West Hampton, NH 03842				VP				
Mark H. Collin 6 Liberty Lane West Hampton, NH 03842	T, S	T	T	D, VP, T,	D, VP, T	D, T	VP, T	
Richard Heath One McGuire Street Concord, NH 03302		VP						

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ITEM 6. (continued)  
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Name and Business Address	Unitil	UES	FG&E	USC	URC	UPC	URI	Usource
Antonio D. Aguiar 6 Liberty Lane West Hampton, NH 03842				VP			D	
Glenn D. Appleton 6 Liberty Lane West Hampton, NH 03842				VP				
Todd R. Black 6 Liberty Lane West Hampton, NH 03842				VP			VP	D, VP, S
Frederick J. Stewart 6 Liberty Lane West Hampton, NH 03842				VP				
Thomas E. Smith 6 Liberty Lane West Hampton, NH 03842				VP				
Laurence M. Brock 6 Liberty Lane West Hampton, NH 03842		C	C	VP, C	C	C	C	D, VP, T
Charles J. Kershaw, Jr. 6 Liberty Lane West Hampton, NH 03842		AT	AT	AT	AT	AT	AT	
Sandra L. Whitney 6 Liberty Lane West Hampton, NH 03842		S	S	S	S	S	S	

Part II. Each officer and director with a financial connection within the provisions of Section 17(c) of the Act are as follows:

Name of Officer or Director	Name and Location of Financial Institution	Position Held in Financial Institution	Applicable Exemption Rule
Eben S. Moulton	Seacoast Capital Corporation Danvers, MA	President	70(c)
Michael B. Green	Merrimac County Savings Bank Concord, NH	Director	70(c)

Part III. The disclosures made in the System companies' most recent proxy statement and annual report on Form 10-K with respect to items (a) through (f) follow:

(a) COMPENSATION OF DIRECTORS AND EXECUTIVE OFFICERS

DIRECTORS' COMPENSATION

In 2002, members of the Board of Directors who are not officers of Unitil or any of its subsidiaries received an annual retainer fee of \$7,000 in cash and \$5,500 in Unitil Common Stock, as well as \$500 for each Board Meeting attended. Members of the Executive Committee who are not officers of Unitil or any of its subsidiaries received an annual retainer fee of \$3,000 and \$400 for each meeting attended. The Chairman of the Executive Committee received an annual retainer fee of \$15,000, and \$400 for each meeting attended. Members of the Audit Committee and Compensation Committee received an annual retainer fee of \$1,000 and \$400 for each meeting attended. The Chairman of the Audit Committee and the Chairman of the Compensation Committee received an annual retainer fee of \$2,000, respectively, and \$400 for each meeting attended. Those Directors of Unitil who also serve as Directors of FG&E and Unitil Energy Systems, Inc. and who are not officers of Unitil or any of its subsidiaries received a meeting fee of \$100 per subsidiary meeting attended and no annual retainer fee from FG&E or Unitil Energy Systems, Inc. All Directors are entitled to reimbursement of expenses incurred in connection with attendance at meetings of the Board of Directors and any Committee on which they serve.

As part of the Company's overall support for charitable institutions, the Company has a program that provides a perpetual gift of \$1,000 annually to the Greater Seacoast United Way ("United Way") on behalf of each Director who retires from the Board. The Director(s) receive no financial benefit from this program as the charitable deductions accrue solely to the Company. No Directors retired from the Board in 2002.

In 1999, the Board of Directors approved the Unitil Corporation Directors' Deferred Compensation Plan ("Deferred Plan") for the purpose of allowing non-employee members of the Board to defer payment of all or a specified part of compensation for services performed as a Director. The Deferred Plan is administered by the Compensation Committee and stipulates that eligible Directors may elect to defer all or a portion of their cash retainer and meeting fees. Separate accounts are maintained for each Director participant, which are an unfunded liability of the Company. Additionally, accounts are credited monthly with interest based on the current rate of 60-month Treasury bills. Funds contributed and interest credited is tax deferred until withdrawn from the Deferred Plan. Director participants may elect to withdraw funds from the Deferred Plan after a fixed amount of time, upon resignation or retirement from the Board, upon death or disability, or upon a Change in Control. Withdrawals may be taken in cash, either in one lump sum or in a series of installments. During 2002, no Directors participated in the Deferred Plan.



EXECUTIVE COMPENSATION

The tabulation below shows the compensation Unitil Corporation, or any of its subsidiaries, has paid to its Chief Executive Officer and its most highly compensated officers whose total annual salary and bonus were in excess of \$100,000 during the year 2002.

Name and Principal Position (1)	Year	Annual Compensation			Long-Term Compensation			All Other Compensation (\$)	
		Salary (\$)	Bonus (\$)(2)	Other Annual Comp (\$)	Restricted Stock Awards (\$)	Awards Options (#)	Payouts LTIP Payouts		
Robert G. Schoenberger (3) Chairman of the Board & Chief Executive Officer	2002	304,000	129,200	-	-	0 (4)	-	7,518	(7)
	2001	292,000	116,800	-	-	20,000 (5)	-		
	2000	278,004	110,924	-	-	20,000 (6)	-		
Michael J. Dalton (3) President & Chief Operating Officer	2002	222,258	75,568	-	-	0 (4)	-	9,128	(8)
	2001	213,710	68,387	-	-	10,000 (5)	-		
	2000	206,484	65,910	-	-	10,000 (6)	-		
Anthony J. Baratta, Jr. (9) Senior Vice President & Chief Financial Officer	2002	185,000	55,038	-	-	0 (4)	-	7,201	(10)
	2001	176,132	49,317	-	-	5,000 (5)	-		
	2000	167,098	46,631	-	-	5,000 (6)	-		
George R. Gantz Senior VP, Unitil Service	2002	151,109	38,533	-	-	0 (4)	-	5,231	(11)
	2001	144,602	34,704	-	-	2,500 (5)	-		
	2000	138,372	33,126	-	-	2,500 (6)	-		
Mark H. Collin Treasurer & Secretary	2002	126,000	26,775	-	-	0 (4)	-	4,724	(12)
	2001	117,000	23,400	-	-	2,000 (5)	-		
	2000	107,000	21,347	-	-	1,500 (6)	-		

NOTES:

- Officers of the Company also hold various positions with subsidiary companies. Compensation for those positions is included in the above table.
- Bonus amounts reflected are comprised of the Unitil Management Incentive Plan ("Incentive Plan") cash awards paid in February, 2003, for 2002 results. The terms of the Incentive Plan provide a cash incentive opportunity if the Company meets certain pre-established performance targets (see "Other Compensation Arrangements").
- On December 19, 2002, Mr. Dalton announced his intention to retire from his position of President and Chief Operating Officer of the Company effective April 1, 2003. On April 1, 2003, Mr. Schoenberger will assume the role of President of the Company, and his title will change to Chairman of the Board, Chief Executive Officer and President. Mr. Dalton will continue to serve as a member of the Board of Directors of the Company.
- No options were granted in 2002 under the Stock Option Plan ("Option Plan") to any Option Plan participant.
- Options were granted in January, 2001, under the Option Plan. Options will vest at a rate of 25% in year one, 25% in year two, and 50% in year three, following the date of the grant. As of February, 2003, 50% of options granted are vested and exercisable.
- Options were granted in January, 2000, under the Option Plan. Options will vest at a rate of 25% in year one, 25% in year two, and 50% in year three, following the date of the grant. As of February, 2003, 100% of options granted are vested and exercisable.
- All Other Compensation for Mr. Schoenberger for the year 2002 includes 401(K) company contribution, and Group Term Life Insurance payment valued at \$6,000 and \$1,518, respectively.
- All Other Compensation for Mr. Dalton for the year 2002 includes 401(K) company contribution, and Group Term Life Insurance payment valued at \$6,000 and \$3,128, respectively.
- On December 30, 2002, Mr. Baratta announced his intention to retire from the Company on April 1, 2003. Mr. Baratta also announced his intention to step down from his position of Senior Vice President and Chief Financial Officer of the Company effective February 1, 2003. As of February 1, 2003, Mark H. Collin assumed the title of Senior Vice President, Chief Financial Officer and Treasurer of the Company. Mr. Baratta will continue to serve as an officer of several of the Company's subsidiaries until his retirement date of April 1, 2003.

NOTES, continued:

- (10) All Other Compensation for Mr. Baratta for the year 2002 includes, 401(K) Company contribution and Group Term Life Insurance payment, valued at \$5,550 and \$1,651, respectively.
- (11) All Other Compensation for Mr. Gantz for the year 2002 includes, 401(K) Company contribution and Group Term Life Insurance payment, and valued at \$4,533 and \$698, respectively.
- (12) All Other Compensation for Mr. Collin for the year 2002 includes 401(K) Company contribution and Group Term Life Insurance payment, valued at \$4,482 and \$242, respectively.

Other Compensation Arrangements

The table below provides information with respect to the value of unexercised options granted in prior years under the Key Employee Stock Option Plan ("KESOP") and the value of unexercised options granted in prior years under the 1998 Stock Option Plan ("Option Plan"), respectively, to the named executive officers in the Summary Compensation Table and held by them as of December 31, 2002.

AGGREGATED OPTION EXERCISES IN LAST FISCAL YEAR (FY)  
AND FY-END OPTION VALUES (1) (2)

Name and Principal Position	Shares Acquired on Exercise (#)	Value Realized (\$)	Number of Unexercised Options at FY-End (#) Exercisable / Unexercisable	Value of Unexercised In-the-Money Options at FY-End (\$) Exercisable / Unexercisable
Robert G. Schoenberger Chairman of the Board & Chief Executive Officer	-	-	exercisable 75,000 unexercisable 10,000	Exercisable 143,500(3) Unexercisable ---
Michael J. Dalton President & Chief Operating Officer	-	-	exercisable 25,000 unexercisable 5,000	Exercisable --- Unexercisable ---
Anthony J. Baratta, Jr. Senior Vice President & Chief Financial Officer	-	-	exercisable 17,500 unexercisable 2,500	Exercisable --- Unexercisable ---
George R. Gantz Senior VP, Unitil Service	-	-	exercisable 6,250 unexercisable 1,250	Exercisable --- Unexercisable ---
Mark H. Collin Treasurer & Secretary	-	-	exercisable 4,000 unexercisable 1,000	Exercisable --- Unexercisable ---

NOTES:

- (1) All options associated with the KESOP, with the exception of Mr. Schoenberger's options (see also Note 3), were exercised as of March 7, 1999.
- (2) Under the 1998 Option Plan, the options reported were granted in March, 1999, January, 2000, and January, 2001.
- (3) Mr. Schoenberger's 25,000 exercisable KESOP options listed in the table above do not include non-preferential dividend equivalents earned under the provisions of the KESOP and associated with options outstanding.

EQUITY COMPENSATION PLAN BENEFIT INFORMATION

Plan Category	(a) Number of securities to be issued upon exercise of outstanding options, warrants and rights	(b) Weighted-average exercise price of outstanding options, warrants and rights	(c) Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))
Equity compensation plans approved by security holders(1)	25,000	\$13.91	29,101
Equity compensation plans not approved by security holders(2)	172,500 -----	\$26.99	177,500 -----
Total	197,500 =====	\$25.33	206,601 =====

NOTES:

- (1) The KESOP was approved by shareholders in July, 1989. Options were granted between January, 1989 and November, 1997.
- (2) The 1998 Option Plan was adopted by the Board of Directors of the Company in December 1998. Options were granted in March, 1999, January, 2000, and January, 2001.

Key Employee Stock Option Plan (KESOP)

The KESOP was adopted by the Board of Directors on January 17, 1989, and approved by the Company's shareholders on July 11, 1989. The KESOP authorized the Compensation Committee to provide in the award agreements that the participant's right to exercise the options provided for therein will be accelerated upon the occurrence of a "Change in Control" of Unitil. The term "Change in Control" is defined in substantially the same manner as in the Severance Agreements, as described on page 18. Award agreements entered into with participants in the KESOP contain such a "Change in Control" provision. Award agreements also provide that, upon the exercise of an option on or after a Change in Control, Unitil shall pay to the optionee, within five business days, a lump sum cash amount equal to the economic benefit of the optionee's outstanding options and associated dividend equivalents that the optionee would have received had the option remained unexercised until the day preceding the expiration of the grant.

Upon the exercise of any option by an employee and upon payment of the option price for shares of Unitil Common Stock as to which the option was granted (the "Primary Shares"), Unitil will cause to be delivered to such employee (i) the Primary Shares and (ii) the number of shares of Unitil Common Stock (the "Dividend Equivalent Shares") equal to the dollar amount of dividends which would have been paid on the Primary Shares (and previously accrued Dividend Equivalent Shares) had they been outstanding, divided by the fair market value of Unitil Common Stock determined as of the record date for each dividend. All options granted under the KESOP, excluding Mr. Schoenberger's options, described below, were granted in 1989 with an expiration date of 1999. All such options were exercised prior to March 7, 1999.

In accordance with the terms of Mr. Schoenberger's 1997 employment agreement, on November 3, 1997, 25,000 options to purchase shares of Company stock were granted to Mr. Schoenberger under the KESOP. The options granted to Mr. Schoenberger became exercisable on November 3, 1998. In 1998, the Compensation Committee extended the expiration date of Mr. Schoenberger's options until November 3, 2007. As of December 31, 2002, Mr. Schoenberger's 25,000 options were the only options outstanding under the KESOP and Mr. Schoenberger is the only participant in the KESOP.

## The Unitil Corporation 1998 Stock Option Plan (Option Plan)

In December, 1998, the Board of Directors adopted the Unitil Corporation 1998 Stock Option Plan ("Option Plan"). The purpose of the Option Plan was to provide an incentive to key employees and directors of Unitil and its affiliates who are in a position to contribute materially to the long-term success of Unitil and/or its affiliates, to increase their interest in the welfare of Unitil and its affiliates, and to attract and retain employees and directors of outstanding ability. The Company had originally intended to grant stock options under the Option Plan each year through March 1, 2004, to certain employees and directors, for the purchase of up to 350,000 shares of Unitil Common Stock.

On January 16, 2003, the Board of Directors terminated the Option Plan upon the recommendation of the Compensation Committee. The Compensation Committee also recommended that the Company adopt a Restricted Stock Plan to replace the Option Plan. (See below as to the approval of a "Restricted Stock Plan".) The Option Plan will remain in effect solely for the purposes of the continued administration of all options currently outstanding under the Option Plan. No further grants of options will be made thereunder.

Stock options granted under the Option Plan entitle the holders of those options to purchase up to the number of shares of common stock specified in the grant at a price established by the Committee. All grants were issued at 100% of market value at the time of the grant. Each option grant has a vesting period of three years and each grant expires ten years after the date of grant.

The Compensation Committee is charged with the administration of the Option Plan. The Option Plan authorizes the Compensation Committee to provide in the award agreements that the participant's right to exercise the options provided for therein will be accelerated upon the occurrence of a Change in Control of Unitil. The term "Change in Control" is defined in substantially the same manner as in the Severance Agreements, as described on page 18. All of the award agreements entered into with participants in the Option Plan to date contain such a "Change in Control" provision.

To date, grants were made to certain management employees in March, 1999, January, 2000, and January 2001. No grants were made to any Option Plan participants in 2002.

### Non-Equity Compensation Plan Benefit Information

The Company has in place, since December, 1998, a Management Incentive Plan and an Employee Incentive Plan to provide cash incentive payments that are tied directly to achievement of the Company's strategic goals. Annual goals are established each year by the Board of Directors and payment of awards is made in February of the year following achievement of the goals. Target incentive payments have been established that vary based upon the grade level of each position. Actual awards can be less than or greater than the target payout depending upon actual results achieved.

Unitil maintains a tax-qualified defined benefit pension plan and related trust agreement (the "Retirement Plan") that provides retirement annuities for eligible employees of Unitil and its subsidiaries. Since the Retirement Plan is a defined benefit plan, no amounts were contributed or accrued specifically for the benefit of any officer of Unitil under the Retirement Plan. Directors of Unitil who are not and have not been officers of Unitil or any of its subsidiaries are not eligible to participate in the Retirement Plan.

The table below sets forth the estimated annual benefits (exclusive of Social Security payments) payable to participants in the specified compensation and years of service classifications, assuming continued active service until retirement. The average annual earnings used to compute the annual benefits are subject to a \$200,000 limit.

PENSION PLAN TABLE

Average Annual Earnings Used for Computing Pension	ANNUAL PENSION					
	15 Years of Service	20 Years of Service	25 Years of Service	30 Years of Service	35 Years of Service	40 Years of Service
100,000	30,000	40,000	45,000	50,000	52,250	55,000
125,000	37,500	50,000	56,250	62,500	65,625	68,750
150,000	45,000	60,000	67,500	75,000	78,750	82,500
170,000	60,000	80,000	90,000	100,000	105,000	110,000

The present formula for determining annual benefits under the Retirement Plan's life annuity option is (i) 2% of average annual salary (average annual salary during the five consecutive years out of the last twenty years of employment that give the highest average salary) for each of the first twenty years of benefit service, plus (ii) 1% of average annual salary for each of the next ten years of benefit service and (iii) 1/2% of average annual salary for each year of benefit service in excess of thirty, minus (iv) 50% of age 65 annual Social Security benefit (as defined in the Retirement Plan), and (v) any benefit under another Unitil retirement plan of a former employer for which credit for service is given under the Retirement Plan. A participant is eligible for early retirement at an actuarially reduced pension upon the attainment of age 55 with at least 15 years of service with Unitil or one of its subsidiaries. A participant is 100% vested in his benefit under the Retirement Plan after five years of service with Unitil or one of its subsidiaries. As of January 1, 2003, Messrs. Schoenberger, Dalton, Baratta, Gantz and Collin had 5, 35, 5, 19 and 14 credited years of service, respectively, under the Retirement Plan.

Unitil also maintains a Supplemental Executive Retirement Plan ("SERP"), a non-qualified defined benefit plan. SERP provides for supplemental retirement benefits to executives selected by the Board of Directors. At the present time, Messrs. Schoenberger and Dalton are eligible for SERP benefits upon attaining normal or early retirement eligibility. Annual benefits are based on a participant's final average earnings less the participant's benefits payable under the Retirement Plan, less other retirement income payable to such participant by Unitil or any previous employer and less income that a participant receives as a primary Social Security benefit. Early retirement benefits are available to a participant, with the Unitil Board's approval, if the participant has attained age 55 and completed 15 years of service. Should a participant elect to begin receiving early retirement benefits under SERP prior to attaining age 60, the benefits are reduced by 5% for each year that commencement of benefits precedes attainment of age 60. If a participant terminates employment for any reason prior to retirement, the participant will not be entitled to any benefits. Under the SERP, Mr. Schoenberger would be entitled to receive an annual benefit of \$51,700, assuming normal retirement at age 65 and that his projected final average earnings are equal to the average of his respective three consecutive years of highest compensation prior to retirement. On Mr. Dalton's retirement date of April 1, 2003, at age 62, his annual SERP benefit will be \$41,341.

Restricted Stock Plan

At its January, 2003, meeting, the Board of Directors approved the recommendation of the Compensation Committee to adopt a Restricted Stock Plan (the "Plan") to replace the Unitil Corporation 1998 Stock Option Plan, which was terminated by the Board at the same January, 2003, meeting. The Compensation Committee made the recommendation in part in the belief that the Plan would better tie executive officer compensation to the long-term success of the Company through stock ownership in the Company. Participants in the Plan are selected by the Compensation Committee from the eligible Participants to receive an annual award of restricted shares of Company Common Stock. The size of the award is dependent upon the Company meeting certain strategic objectives set by the Board of Directors.

The Plan was approved by the Board, and ratified by the shareholders of the Company at the 2003 Annual Meeting of Shareholders held on April 17, 2003.

The objectives of the Plan are to optimize the profitability and growth of the Company through incentives that are consistent with the Company's goals and that link the personal interests of Participants to those of the Company's shareholders, to attract and retain employees and directors of outstanding ability, and to promote teamwork among participants. The Plan shall remain in effect, subject to the right of the Board to amend or terminate the Plan at any time, until all shares subject to it shall have been purchased or acquired according to the Plan's provisions.

#### Administration of the Plan

The Plan is administered by the Compensation Committee. Except as limited by law or by the Articles of Incorporation or the By-laws of the Company, and subject to the provisions of the Plan, the Compensation Committee shall have full power to select the persons who shall participate in the Plan; determine the sizes of awards; determine the terms and conditions of awards in a manner consistent with the Plan; construe and interpret the Plan and any agreement or instrument entered into under the Plan as they apply to participants; establish, amend, or waive rules and regulations for the Plan's administration as they apply to participants; and, subject to the provisions of the Plan, amend the terms and conditions of any outstanding award to the extent such terms and conditions are within the discretion of the Compensation Committee as provided in the Plan.

#### Types of Awards Under the Plan

Awards under the Plan will be granted in the form of restricted shares of the Company's Common Stock. Awards shall be evidenced by an Award Agreement, entered into by the participant and the Company, setting forth the terms and provisions applicable to the award. The Company anticipates granting awards under the Plan on an annual basis.

#### Criteria Used to Determine Awards

Awards under the Plan will vary each year based on the achievement of annual performance objectives that directly correlate with the annual performance objectives as defined by the Unitil Management Incentive Plan ("Incentive Plan"). The Incentive Plan is described more fully in Item 6, Part III, section (a) above (see "Other Compensation Arrangements"). Whereas the Incentive Plan provides cash incentive payments that are tied directly to achievement of the Company's strategic goals, the Plan will provide awards of restricted shares of Company Common Stock that are tied directly to achievement of the Company's strategic goals. Annual performance objectives are established each year by the Board of Directors. The percentage of the target award that a Plan participant receives is also based upon subjective evaluations by the Compensation Committee, such as management's performance in capitalizing on unplanned opportunities and responding to unforeseen problems. Target grant awards have been established that vary based upon the grade level of each participant's position in the Company. Actual awards can be less than or greater than the target grant depending upon actual results achieved.

#### Key Components of the Plan

Awards will fully vest over a period of four (4) years (the "Period of Restriction") at a rate of 25% each year. During the Period of Restriction, the restricted shares may not be sold, transferred, pledged, assigned or otherwise alienated or hypothecated. Prior to the end of the Period of Restriction, the restricted shares shall be subject to forfeiture if the participant ceases to be employed by the Company other than due to the participant's death. Subject to restrictions under applicable law or as may be imposed by the Company, restricted shares underlying each Award made under the Plan shall become freely transferable by the Participant after the last day of the applicable Period of Restriction.

The Company shall retain the certificates representing the restricted shares in the Company's possession until such time as all conditions and/or applicable restrictions have been satisfied.

During the Period of Restriction, participants holding restricted shares granted under the Plan shall have all the rights of a shareholder of the Company, including the right to vote the restricted shares during the Period of Restriction. Any cash dividends paid on the Restricted Shares during the Period of Restriction may be credited to the participant's account, and may be subject to such restrictions as the Compensation Committee may determine to be appropriate and as are set forth in the particular Award Agreement. In the event any non-cash dividends or other distributions, whether in property, or in stock of another company, are paid on any restricted shares during the Period of Restriction, such non-cash dividends or other distributions shall be retained by the Company until such time as the Period of Restriction has lapsed. In the event of forfeiture of the restricted shares, such non-cash dividend or other distributions shall be retained by the Company.

Awards may be grossed-up to offset the participant's tax obligation in connection with the award. This gross-up feature is intended to prevent a participant from having to sell a portion of the shares granted in the award or previous awards in order to pay the taxes on the award, which would be a direct contradiction to one of the stated objectives of the Plan, which is to encourage stock ownership in the Company. The Compensation Committee will take into account the value of the gross-up feature and reduce the size of the awards accordingly.

Upon the occurrence of a Change in Control, unless otherwise specifically prohibited under applicable laws, or by the rules and regulations of any governing governmental agencies or national securities exchanges, any restrictions and transfer limitations imposed on Restricted Shares shall immediately lapse. The term "Change in Control" is defined in substantially the same manner as in the Severance Agreements, as described on page 18.

The Compensation Committee shall have the authority to impose additional conditions and/or restrictions on any shares of restricted stock granted pursuant to the Plan as it may deem advisable.

#### Number of Shares Subject to Awards

The maximum number of shares of Restricted Stock available for awards to participants under the Plan is 177,500. The maximum aggregate number of shares of Restricted Stock that may be awarded in any one calendar year to any one participant is 20,000. In the event of any change in capitalization of the Company, the Compensation Committee is authorized to make proportionate adjustments to prevent dilution or enlargement of rights, including, without limitation, an adjustment in the maximum number and kinds of shares available for awards and in the annual award limit.

**Persons Eligible to Participate and Basis For Participation in the Plan**  
Persons eligible to participate in the Plan include all employees, directors and consultants of the Company, its subsidiaries and its affiliates. The Company currently has 316 employees, nine independent non-employee Directors, and several consultants. The basis for participation in the Plan is discretionary on the part of the Compensation Committee.

#### Amendment or Termination of the Plan

The Board may at any time amend or terminate the Plan or any award granted under the Plan in whole or in part, that no amendment that requires shareholder approval in order for the Plan to continue to comply with any applicable tax or securities laws or regulations, or the rules of any securities exchange on which the securities of the Company are listed, shall be effective unless such amendment shall be approved by the requisite vote of shareholders of the Company and that no such amendment or termination shall adversely affect any award previously granted under the Plan without the consent of the participant.

The table below provides information with respect to the projected value of awards which may be granted annually to the indicated individuals and groups under the Plan.

RESTRICTED STOCK PLAN		
Name and Position(1)	Dollar Value(2) (3)	Assumed Number of Shares(4)
Robert G. Schoenberger Chairman of the Board and Chief Executive Officer	\$154,510	4,000
George R. Gantz Senior Vice President, Unitil Service	\$30,902	800
Mark H. Collin Treasurer & Secretary	\$30,902	800
Executive Group	\$328,333	8,500
Non-Executive Director Group	\$ 0	0
Non-Executive Officer Employee Group	\$92,706	2,400

NOTES:

- (1) Mr. Dalton and Mr. Baratta are not included in the table since awards under the Plan will only be made subsequent to the retirement dates of Mr. Dalton and Mr. Baratta.
- (2) For illustrative purposes in the table, the per share market value is calculated using the average of the daily averages of the high and low sales prices of the Company's Common Stock for the last five trading days on which the Company's Common Stock was traded prior to and including the record date, February 20, 2003, for a value of \$25.243 per share. Actual market value for each award granted under the Plan will be the closing price of Unifil Common Stock on the day the award becomes vested.
- (3) To account for the tax gross-up feature of the Plan, the dollar value for each participant is calculated by dividing the market value of the Award by 0.6535.
- (4) The number of shares shown in the table is the number of shares which the Compensation Committee has tentatively decided to grant to the named individuals and groups if shareholders approve the Plan.



## (b) OWNERSHIP OF SECURITIES

NAME	DIRECTOR OF	SHARES OF UNITIL COMMON STOCK BENEFICIALLY OWNED on February 20, 2003 (1)
Robert G. Schoenberger	UTL, UES, USC, UPC, URI, FG&E, URC, Usource	103,694 (2) (3) (4)
Michael J. Dalton	UTL, UES, USC, UPC, FG&E, URC	71,275 (2) (7) (8) (9)
Albert H. Elfner, III	UTL, UES, FG&E	5,708
Ross B. George	UTL, UES, FG&E	3,708
Charles H. Tenney III	UTL, UES, FG&E	3,538 (5)
M. Brian O'Shaughnessy	UTL, UES, FG&E	2,218
Edward F. Godfrey	UTL, UES, FG&E	1,217 (10)
Eben S. Moulton	UTL, UES, FG&E	653
Dr. Sarah P. Voll	UTL, UES, FG&E	0 (6)
David P. Brownell	UTL, UES, FG&E	646
Michael B. Green	UTL, UES, FG&E	496

## NOTES:

- (1) Based on information furnished to Unitil by the nominees and continuing Directors. No Director standing for election, no Director whose term is continuing, and no officer owns more than one percent of the total outstanding shares.
- (2) Included are 2,776 and 5,182 shares that are held in trust for Messrs. Schoenberger and Dalton, respectively, under the terms of the Unitil Tax Deferred Savings and Investment Plan ("401(k)"). Messrs. Schoenberger and Dalton have voting power only with respect to the shares credited to their accounts. For further information regarding 401(k), see "Other Compensation Arrangements - Tax-Qualified Savings and Investment Plan" below.
- (3) Included are 33,071 options that Mr. Schoenberger has the right to purchase pursuant to the exercise of those options under the terms of the 1989 Key Employee Stock Option Plan ("KESOP"). For further information regarding the KESOP, see "Other Compensation Arrangements" below.
- (4) Included are 60,000 options that Mr. Schoenberger has the right to purchase upon the exercise of those options under the terms of the 1998 Stock Option Plan ("Option Plan"). See "Other Compensation Arrangements." Mr. Schoenberger was granted 20,000 options in March, 1999, 20,000 options in January, 2000, and 20,000 options in January, 2001, all of which will vest at a rate of 25% in year one, 25% in year two, and 50% in year three, following the dates of the respective grants.
- (5) Mr. Tenney is the son of Charles H. Tenney II, former Chairman and CEO of the Company, and currently, 5.70% shareholder of the Company.
- (6) Dr. Voll was elected by the Board in January, 2003, to fill the position vacated by William E. Aubuchon, III. Article II of Unitil's By-Laws provides that a Director elected by the Board to fill a vacancy, whether due to the death, resignation, or other inability to serve of any Director previously elected, shall be elected for the unexpired term of his or her predecessor in office. Mr. Aubuchon, who resigned from the Board in January, 2003, was elected in April, 2000, for a term of three years.
- (7) On December 19, 2002, Mr. Dalton announced his intention to retire as President and Chief Operating Officer of the Company on April 1, 2003. Mr. Dalton will continue to serve as a member of the Board of Directors.
- (8) Included are 30,000 options that Mr. Dalton has the right to purchase upon the exercise of those options under the terms of the 1998 Stock Option Plan ("Option Plan"). See "Other Compensation Arrangements." Mr. Dalton was granted 10,000 options in March, 1999, 10,000 options in January, 2000, and 10,000 options in January, 2001, all of which will vest at a rate of 25% in year one, 25% in year two, and 50% in year three, following the dates of the respective grants.
- (9) Included are 8,911 shares held by a member of Mr. Dalton's family. He has no voting rights or investment power with respect to, and no beneficial interest in, such shares.
- (10) Mr. Godfrey was elected by the Board in January, 2002, to fill the position vacated by Bruce W. Keough. Article II of Unitil's By-Laws provides that a Director elected by the Board to fill a vacancy, whether due to the death, resignation, or other inability to serve of any Director previously elected, shall be elected for the unexpired term of his or her predecessor in office. Mr. Keough, who resigned from the Board in June, 2001, was elected in April, 2001, for a term of three years. Mr. Godfrey will stand for election by shareholders of the Company in 2004.

(c) TRANSACTIONS WITH SYSTEM COMPANIES - None

(d) INDEBTEDNESS TO SYSTEM COMPANIES - None

(e) OTHER BENEFITS

Unitil and certain subsidiaries maintain severance agreements (the "Severance Agreements") with certain management employees, including Executive Officers. The Severance Agreements are intended to help assure continuity in the management and operation of Unitil and its subsidiaries in the event of a proposed "Change in Control". Each Severance Agreement only becomes effective upon the occurrence of a Change in Control of Unitil as defined in the Severance Agreements. If an employee's stipulated compensation and benefits, position, responsibilities and other conditions of employment are reduced during the thirty-six month period following a Change in Control, the employee is entitled to a severance benefit.

The severance benefit is a lump sum cash amount equal to (i) the present value of three years' base salary and bonus; (ii) the present value of the additional amount the employee would have received under the Retirement Plan if the employee had continued to be employed for such thirty-six month period; (iii) the present value of contributions that would have been made by Unitil or its subsidiaries under the 401(k) if the employee had been employed for such thirty-six month period; and (iv) the economic benefit on any outstanding Unitil stock options and associated dividend equivalents, if applicable, assuming such options remained unexercised until the day preceding the expiration of the grant, including the spread on any stock options that would have been granted under the Option Plan if the employee had been employed for such thirty-six month period. Each Severance Agreement also provides for the continuation of all employee benefits for a period of thirty-six months, commencing with the month in which the termination occurred. In addition, pursuant to each Severance Agreement, Unitil is required to make an additional payment to the employee sufficient on an after-tax basis to satisfy any additional individual tax liability incurred under Section 280G of the Internal Revenue Code of 1986, as amended, with respect to such payments.

The Company entered into an initial employment agreement with Mr. Schoenberger on November 1, 1997. Upon the expiration of the 1997 Agreement, the Company entered into a second employment agreement ("the 2000 Agreement") with Mr. Schoenberger on November 1, 2000. The term of the 2000 Agreement is for three years with an expiration date of October 31, 2003. Under the terms of the 2000 Agreement, Mr. Schoenberger will receive an annual base salary of \$292,000, which is subject to annual review by the Board for discretionary periodic increases in accordance with the Company's compensation policies. In 2002, Mr. Schoenberger's base salary was \$304,000. Mr. Schoenberger is entitled to continued participation in the Company's SERP, Executive Supplemental Life Insurance Program and all other employee benefit plans made available by the Company. The 2000 Agreement provides that Mr. Schoenberger shall participate in the Management Incentive Plan, above (see Item 6, Part III, section (a) "Other Compensation Arrangements"), and also in and the Option Plan, above (see Item 6, Part III, section (a) "The Unitil Corporation 1998 Stock Option Plan"), or any stock option or similar plan of the Company. The agreement also provides that the Severance Agreement, entered into on February 6, 1998, by and between Mr. Schoenberger and the Company, remain in effect. The Severance Agreement is more fully described above (see Item 6, Part III, section (e) "Other Benefits"). The 2000 Agreement also provides that the Company, by action of the Board, may terminate Mr. Schoenberger's employment for any reason. If Mr. Schoenberger's employment is terminated by the Company during the term of the 2000 Agreement for any reason other than cause, death or disability, or if Mr. Schoenberger terminates his employment because of a constructive termination, the Company shall pay Mr. Schoenberger a combination of (i) base pay at the rate in effect on the date of employment termination, (ii) an annual amount equal to the average of the annual bonus amounts received by Mr. Schoenberger in the two calendar years preceding the year in which termination occurs, and (iii) benefits, in each case for a period of two years following the date of termination. If during such two-year period Mr. Schoenberger shall secure full-time employment, the Company's obligation to provide benefits shall cease. All such payments described above will be made in accordance with the Company's regular payroll policies.

(f) RIGHTS TO INDEMNITY

Unitil Corporation (the Corporation) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal,

administrative or investigative, by reason of the person's having served as, or by reason of the person's alleged acts or omissions while serving as a director, officer, employee or agent of the Corporation, or while serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement or otherwise actually and reasonably incurred by him in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, said indemnification to be to the full extent permitted by law under the circumstances, including, without limitation, by all applicable provisions of the New Hampshire Business Corporation Act ("the Act").

Any indemnification under this Article shall be made by the Corporation with respect to Directors or other persons after a determination that the person to be indemnified has met the standards of conduct set forth in the Act, such determination to be made by the Board of Directors, by majority vote of a quorum, or by other persons authorized to make such a determination under the Act.

The right of indemnification arising under this Article is adopted for the purpose of inducing persons to serve and to continue to serve the Corporation without concern that their service may expose them to personal financial harm. It shall be broadly construed, applied and implemented in light of this purpose. It shall not be exclusive of any other right to which any such person is entitled under any agreement, vote of the stockholders or the Board of Directors, statute, or as a matter of law, or otherwise, nor shall it be construed to limit or confine in any respect the power of the Board of Directors to grant indemnity pursuant to any applicable statutes or laws of The State of New Hampshire. The provisions of this Article are separable, and, if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not affect any other right of indemnification existing under this Article or otherwise. As used herein, the term "person" includes heirs, executors, administrators or other legal representatives. As used herein, the terms "Director" and "officer" include persons elected or appointed as officers by the Board of Directors, persons elected as Directors by the stockholders or by the Board of Directors, and persons who serve by vote or at the request of the Corporation as directors, officers or trustees of another organization in which the Corporation has any direct or indirect interest as a shareholder, creditor or otherwise.

The Corporation may purchase and maintain insurance on behalf of any person who was or is a Director, officer or employee of the Corporation or any of its subsidiaries, or who was or is serving at the request of the Corporation as a fiduciary of any employee benefit plan of the Corporation or any subsidiary, against any liability asserted against, and incurred by, such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the Act. The obligation to indemnify and reimburse such person under this Article, if applicable, shall be reduced by the amount of any such insurance proceeds paid to such person, or the representatives or successors of such person.

Unitil maintains a tax-qualified defined benefit pension plan and related trust agreement (the "Retirement Plan"), which provides retirement annuities for eligible employees of Unitil and its subsidiaries. Since the Retirement Plan is a defined benefit plan, no amounts were contributed or accrued specifically for the benefit of any officer of Unitil under the Retirement Plan. Directors of Unitil who are not and have not been officers of Unitil or any of its subsidiaries are not eligible to participate in the Retirement Plan.

ITEM 7.

CONTRIBUTIONS AND PUBLIC RELATIONS

Part I. Payments to any political party, candidate for public office or holder of such office, or any committee or agent thereof. - None

Part II. Payments to any citizens group or public relations counsel.

Vendor	Purpose of Payment	UES
The Public Affairs Group, LLC	Legislative Services	\$12,000

ITEM 8.

SERVICE, SALES AND CONSTRUCTION CONTRACTS

Part I. Contracts for services, including engineering or construction services, or goods supplied or sold between System companies.

There are a number of areas in which Unitil Energy Systems, Inc. (UES) and Fitchburg Gas and Electric Light Company (FG&E) work closely together and cooperate on a regular basis. The areas of cooperation include the following:

- o During emergencies and other occasional situations, FG&E and UES share line crews at cost.
- o FG&E and UES occasionally exchange materials and supplies, a practice, which assists substantially in the companies' maintenance of cost-effective inventory and stock levels.
- o FG&E and UES, with the support and coordination provided by Unitil Service Corp., participate in joint purchasing and sharing of computer software, hardware and supplies, a practice which benefits all of the companies.

Part II. Contracts to purchase services or goods between any System company and (1) any affiliate company (other than a System company) or (2) any other company in which any officer or director of the System company, receiving service under the contract, is a partner or owns 5 percent or more of any class of equity securities. - None

Part III. The Company does not employ any other person or persons for the performance of management, supervisory or financial advisory services.

ITEM 9.

WHOLESALE GENERATORS AND FOREIGN UTILITY COMPANIES

Part I. None  
Part II. None  
Part III. None

ITEM 10.

FINANCIAL STATEMENTS AND EXHIBITS

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UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING INCOME STATEMENT  
YEAR ENDED DECEMBER 31, 2002  
(\$000's, except common shares and per share data)

	Consolidated	Elimination	Unitil Energy Systems, Inc.	FG&E Consolidated	Unitil Service Corp.
<b>Operating Revenues:</b>					
Electric	167,317	(88,781)	113,361	53,313	---
Gas	20,283	---	---	20,283	---
Other	786	(21,966)	---	---	20,470
<b>Total Operating Revenues</b>	<b>188,386</b>	<b>(110,747)</b>	<b>113,361</b>	<b>73,596</b>	<b>20,470</b>
<b>Operating Expenses:</b>					
Fuel and Purchased Power	114,598	(88,555)	88,555	32,119	---
Gas Purchased For Resale	11,143	---	---	11,143	---
Operation and Maintenance	25,667	(22,125)	9,360	13,243	16,144
Restructuring Charge	1,598	---	---	---	1,598
Depreciation and Amortization	14,911	---	4,684	8,107	1,667
Provisions for Taxes:					
Local Property and Other	4,731	---	2,253	1,561	761
Federal and State Income	2,490	(31)	1,574	1,444	52
<b>Total Operating Expenses</b>	<b>175,138</b>	<b>(110,711)</b>	<b>106,426</b>	<b>67,617</b>	<b>20,222</b>
<b>Operating Income</b>	<b>13,248</b>	<b>(36)</b>	<b>6,935</b>	<b>5,979</b>	<b>248</b>
<b>Non-Operating Expenses:</b>					
(Gain) Loss on Non-Utility Investments, net of tax	(82)	---	---	---	---
Other Non-Operating Expenses	185	---	52	43	59
<b>Income Before Interest Expense</b>	<b>13,145</b>	<b>(36)</b>	<b>6,883</b>	<b>5,936</b>	<b>189</b>
Interest Expense, net	7,057	6,550	3,955	2,638	189
<b>Net Income (Loss)</b>	<b>6,088</b>	<b>(6,586)</b>	<b>2,928</b>	<b>3,298</b>	<b>---</b>
Less: Dividends on Preferred Stock	253	---	107	146	---
<b>Net Income (Loss) Applicable to Common Stock</b>	<b>5,835</b>	<b>(6,586)</b>	<b>2,821</b>	<b>3,152</b>	<b>---</b>
Average Common Shares Outstanding - Basic	4,743,696				
Average Common Shares Outstanding - Diluted	4,762,166				
<b>Basic and Diluted Earnings per Common Share</b>					
<b>Earnings per Common Share</b>	<b>1.23</b>				

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING INCOME STATEMENT  
YEAR ENDED DECEMBER 31, 2002  
(\$000's, except common shares and per share data)

	Unitil Power Corp.	Unitil Realty Corp.	Unitil Resources Inc.	Unitil Corporation
Operating Revenues:				
Electric	89,424	---	---	---
Gas	---	---	---	---
Other	---	1,526	756	---
Total Operating Revenues	89,424	1,526	756	---
Operating Expenses:				
Fuel and Purchased Power	82,484	---	(5)	---
Gas Purchased For Resale	---	---	---	---
Operation and Maintenance	7,026	154	1,713	152
Restructuring Charge	---	---	---	---
Depreciation and Amortization	---	255	198	---
Provisions for Taxes:	---	---	---	---
Local Property and Other	---	131	2	23
Federal and State Income	44	180	(526)	(247)
Total Operating Expenses	89,554	720	1,382	(72)
Operating Income	(130)	806	(626)	72
Non-Operating Expenses:				
(Gain) Loss on Non-Utility Investments, net of tax	---	---	---	(82)
Other Non-Operating Expenses	10	---	20	1
Income Before Interest Expense	(140)	806	(646)	153
Interest Expense, net	(208)	525	18	(6,610)
Net Income (Loss)	68	281	(664)	6,763
Less: Dividends on Preferred Stock	---	---	---	---
Net Income (Loss) Applicable to Common Stock	68	281	(664)	6,763

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING BALANCE SHEET  
DECEMBER 31, 2002  
(\$000's)

ASSETS:	Consolidated	Elimination	Unitil Energy Systems, Inc.	FG&E Consolidated	Unitil Service Corp.
Utility Plant:					
Electric	193,152	---	124,205	68,947	---
Gas	44,796	---	---	44,796	---
Common	27,573	---	---	7,258	10,115
Construction Work in Process	5,658	---	2,761	2,631	---
Utility Plant	271,179	---	126,966	123,632	10,115
Less: Accumulated Depreciation	82,587	---	42,825	32,842	5,131
Net Utility Plant	188,592	---	84,141	90,790	4,984
Other Property and Investments	651	(51,376)	24	18	---
Current Assets:					
Cash	7,160	(3,243)	1,738	971	2,013
Accounts Receivable, Less Allowance for Doubtful Accounts	19,513	---	8,922	10,023	196
Accounts Receivable - Associated Companies	---	(12,656)	3	---	2,972
Taxes Refundable (Payable)	4,851	(3)	229	411	15
Materials and Supplies	2,323	---	582	1,741	---
Prepayments and Other	1,735	---	625	747	226
Accrued Revenue	4,842	---	5,261	2,312	---
Total Current Assets	40,424	(15,902)	17,360	16,205	5,422
Noncurrent Assets:					
Regulatory Assets	244,011	---	117,888	128,084	(1,961)
Debt Issuance Costs	1,755	---	986	656	---
Other Noncurrent Assets	5,350	---	802	4,036	236
Total Noncurrent Assets	251,116	---	119,676	132,776	(1,725)
TOTAL	480,783	(67,278)	221,201	239,789	8,681



UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING BALANCE SHEET  
DECEMBER 31, 2002  
(\$000's)

ASSETS:	Unitil Power Corp.	Unitil Realty Corp.	Unitil Resources Inc.	Unitil Corporation
Utility Plant:				
Electric	---	---	---	---
Gas	---	---	---	---
Common	---	10,162	38	---
Construction Work in Process	---	---	266	---
	---	10,162	304	---
Utility Plant	---	1,789	---	---
Less: Accumulated Depreciation	---	---	---	---
Net Utility Plant	---	8,373	304	---
Other Property and Investments	---	---	609	51,376
Current Assets:				
Cash	3,418	472	326	1,465
Accounts Receivable, Less				
Allowance for Doubtful Accounts	---	---	319	53
Accounts Receivable -				
Associated Companies	8,037	---	12	1,632
Taxes Refundable (Payable)	435	67	197	3,500
Materials and Supplies	---	---	---	---
Prepayments and Other	73	4	54	6
Accrued Revenue	(2,731)	---	---	---
Total Current Assets	9,232	543	908	6,656
Noncurrent Assets:				
Regulatory Assets	---	---	---	---
Debt Issuance Costs	---	113	---	---
Other Noncurrent Assets	5	---	137	134
Total Noncurrent Assets	5	113	137	134
TOTAL	9,237	9,029	1,958	58,166

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING BALANCE SHEET  
DECEMBER 31, 2002  
(\$000's)

	Consolidated	Elimination	Unitil Energy Systems, Inc.	FG&E Consolidated	Unitil Service Corp.
<b>Capitalization:</b>					
Common Stock Equity	74,350	(51,346)	29,331	35,056	3
Preferred Stock, Non-Redeemable, Non-Cumulative	225	---	225	---	---
Preferred Stock, Redeemable, Cumulative	3,097	---	933	2,164	---
Long-Term Debt, Less Current Portion	104,226	---	50,000	48,000	---
<b>Total Capitalization</b>	<b>181,898</b>	<b>(51,346)</b>	<b>80,489</b>	<b>85,220</b>	<b>3</b>
<b>Current Liabilities:</b>					
Long-Term Debt, Current Portion	3,243	---	---	3,000	---
Capitalized Leases, Current Portion	800	---	---	49	751
Accounts Payable	14,221	---	277	4,893	479
Short-Term Debt	35,990	(3,243)	8,237	24,559	5,303
A/P - Associated Companies	---	(11,026)	10,019	1,146	(742)
Dividends Declared and Payable	77	(1,630)	583	1,107	---
Customer Deposits	1,336	---	1,067	269	---
Interest Accrued	1,311	---	581	730	---
Other Current Liabilities	9,062	(119)	566	4,137	3,683
<b>Total Current Liabilities</b>	<b>66,040</b>	<b>(16,018)</b>	<b>21,330</b>	<b>39,890</b>	<b>9,474</b>
Deferred Income Taxes	47,332	---	21,118	27,828	(1,108)
<b>Noncurrent Liabilities:</b>					
Power Supply Contract Obligations	175,657	---	94,540	81,117	---
Capitalized Leases, Less Current Portion	2,534	---	---	1,653	881
Other Noncurrent Liabilities	7,322	86	3,724	4,081	(569)
<b>Total Noncurrent Liabilities</b>	<b>185,513</b>	<b>86</b>	<b>98,264</b>	<b>86,851</b>	<b>312</b>
<b>TOTAL</b>	<b>480,783</b>	<b>(67,278)</b>	<b>221,201</b>	<b>239,789</b>	<b>8,681</b>

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING BALANCE SHEET  
DECEMBER 31, 2002  
(\$000's)

	Unitil Power Corp.	Unitil Corp.	Unitil Resources Inc.	Unitil Corporation
Capitalization:				
Common Stock Equity	169	2,433	565	58,139
Preferred Stock, Non Redeemable, Non-Cumulative	---	---	---	---
Preferred Stock, Redeemable, Cumulative	---	---	---	---
Long-Term Debt, Less Current Portion	---	6,226	---	---
<b>Total Capitalization</b>	<b>169</b>	<b>8,659</b>	<b>565</b>	<b>58,139</b>
Current Liabilities:				
Long-Term Debt, Current Portion	---	243	---	---
Capitalized Leases, Current Portion	---	---	---	---
Accounts Payable	8,437	---	135	---
Short-Term Debt	---	---	1,134	---
A/P - Associated Companies	318	2	273	10
Dividends Declared and Payable	---	---	---	17
Customer Deposits	---	---	---	---
Interest Accrued	---	---	---	---
Other Current Liabilities	763	3	29	---
<b>Total Current Liabilities</b>	<b>9,518</b>	<b>248</b>	<b>1,571</b>	<b>27</b>
Deferred Income Taxes	(450)	122	(178)	---
Noncurrent Liabilities:				
Power Supply Contract Obligations	---	---	---	---
Capitalized Leases, Less Current Portion	---	---	---	---
Other Noncurrent Liabilities	---	---	---	---
<b>Total Noncurrent Liabilities</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>---</b>
<b>TOTAL</b>	<b>9,237</b>	<b>9,029</b>	<b>1,958</b>	<b>58,166</b>

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2002  
(\$000's)

	Consolidated	Elimination	Unitil Energy Systems, Inc.	FG&E Consolidated	Unitil Service Corp.
Cash Flows from Operating Activities:					
Net Income (Loss)	6,088	(6,586)	2,928	3,298	---
Adjustments to Reconcile Net Income (Loss) to Cash Provided by (Used In) Operating Activities:					
Depreciation and Amortization	14,911	---	4,684	8,107	1,667
Deferred Tax Provision (Benefit)	856	---	2,538	(1,342)	(180)
Noncash Stock Option Compensation Expenses	321	---	2	5	314
(Gain) Loss on Non-Utility Investments, net	(82)	---	---	---	---
Changes in Current Assets and Liabilities:					
Accounts Receivable	(2,380)	---	(572)	(1,867)	(31)
Prepayments and other Current Assets	(960)	792	1,132	1,260	(33)
Due from Affiliates, net	---	(7)	1,618	408	(1,715)
Accrued Revenue	(3,512)	100	(5,007)	512	---
Accounts Payable	(5,863)	---	83	(4,686)	73
Interest Payable and other	2,670	2,790	(74)	(46)	---
Other, Net	(2,481)	(3,646)	(1,304)	1,862	1,632
<hr/>					
Cash Provided by (Used in) Operating Activities	9,568	(6,557)	6,028	7,511	1,727
Cash Flows from Investing Activities:					
Acquisition of Property, Plant & Equipment	(20,825)	---	(10,357)	(10,178)	14
Proceeds on Investments, net	1,535	---	---	---	---
<hr/>					
Cash Provided by (Used in) Investing Activities	(19,290)	---	(10,357)	(10,178)	14
Cash Flows from Financing Activities:					
Proceeds from (Repayment of) Short-Term Debt, net	22,190	5,758	7,010	9,333	(1,045)
Repayment of Long-Term Debt	(3,225)	---	---	(3,000)	---
Dividends Paid	(6,831)	6,557	(2,149)	(4,665)	---
Retirement of Preferred Stock	(293)	---	(265)	(28)	---
Repayment of Capital Lease Obligations	(1,035)	---	---	(248)	(787)
<hr/>					
Cash Provided by (Used in) Financing Activities	10,806	12,315	4,596	1,392	(1,832)
Net Increase (Decrease) in Cash	1,084	5,758	267	(1,275)	(91)
Cash at Beginning of Year	6,076	(9,001)	1,471	2,246	2,104
<hr/>					
Cash at End of Year	7,160	(3,243)	1,738	971	2,013
<hr/>					

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2002  
(\$000's)

	Unitil Power Corp.	Unitil Realty Corp.	Unitil Resources Inc.	Unitil Corporation
Cash Flows from Operating Activities:				
Net Income	68	281	(664)	6,763
Adjustments to Reconcile Net Income to Cash Provided by Operating Activities:				
Depreciation and Amortization	---	255	198	---
Deferred Tax Provision (Benefit)	(117)	(5)	(38)	---
Noncash Stock Option Compensation Expenses	---	---	---	---
(Gain) Loss on Non-Utility Investments, net	---	---	---	(82)
Changes in Current Assets and Liabilities:				
Accounts Receivable	181	---	(91)	---
Prepayments and other Current Assets	(574)	(97)	(529)	(2,911)
Due from Affiliates, net	(543)	(30)	266	3
Accrued Revenue	883	---	---	---
Accounts Payable	(1,420)	---	87	---
Interest Payable and other	---	---	---	---
Other, Net	(2,597)	16	(57)	1,613
Cash Provided by (Used in) Operating Activities	(4,119)	420	(828)	5,386
Cash Flows from Investing Activities:				
Acquisition of Property, Plant & Equipment	---	---	(304)	---
Proceeds on Investments, net	---	---	---	1,535
Cash (Used in) Provided by Investing Activities	---	---	(304)	1,535
Cash Flows from Financing Activities:				
Proceeds from (Repayment of) Short-Term Debt, net	---	---	1,134	---
Repayment of Long-Term Debt	---	(225)	---	---
Dividends Paid	---	---	---	(6,574)
Retirement of Preferred Stock	---	---	---	---
Repayment of Capital Lease Obligations	---	---	---	---
Cash Provided by (Used in) Financing Activities	---	(225)	1,134	(6,574)
Net Increase (Decrease) in Cash	(4,119)	195	2	347
Cash at Beginning of Year	7,537	277	324	1,118
Cash at End of Year	3,418	472	326	1,465

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING STATEMENT OF RETAINED EARNINGS (ACCUMULATED DEFICIT)  
YEAR ENDED DECEMBER 31, 2002  
(\$000's)

	Consolidated	Elimination	Unitil Energy Systems, Inc.	FG&E Consolidated	Unitil Service Corp.
Retained Earnings (Accumulated Deficit), Beginning of Year	32,857	(17,640)	22,262	15,275	2
Additions:					
Net Income (Loss), Excluding Dividends Received	6,088	(36)	2,928	3,298	---
Dividends Received From Subsidiaries	---	(6,550)	---	---	---
Total Additions	6,088	(6,586)	2,928	3,298	---
Deductions:					
Dividends Declared:					
Preferred Stock of Subsidiaries	253	---	107	146	---
Common Stock of Subsidiaries	---	(6,550)	2,094	4,456	---
Common Stock of Registrant	6,546	---	---	---	---
Adjustments to Retained Earnings	6	(531)	9	---	---
Total Deductions	6,805	(7,081)	2,210	4,602	---
Retained Earnings (Accumulated Deficit), End of Year	32,140	(17,145)	22,980	13,971	2

UNITIL CORPORATION AND SUBSIDIARY COMPANIES  
CONSOLIDATING STATEMENT OF RETAINED EARNINGS (ACCUMULATED DEFICIT)  
YEAR ENDED DECEMBER 31, 2002  
(\$000's)

	Unitil Power Corp.	Unitil Realty Corp.	Unitil Resources Inc.	Unitil Corporation
	-----	-----	-----	-----
Retained Earnings (Accumulated Deficit), Beginning of Year	528	1,827	(3,421)	14,024
Additions:				
Net Income (Loss), Excluding Dividends Received	68	281	(664)	213
Dividends Received From Subsidiaries	---	---	---	6,550
Total Additions	68	281	(664)	6,763
Deductions:				
Dividends Declared:				
Preferred Stock of Subsidiaries	---	---	---	---
Common Stock of Subsidiaries	---	---	---	---
Common Stock of Registrant	---	---	---	6,546
Adjustments to Retained Earnings	528	---	---	---
Total Deductions	528	---	---	6,546
Retained Earnings (Accumulated Deficit), End of Year	68	2,108	(4,085)	14,241

EXHIBITS

Exhibit A. A copy of Unitil Corporation's Annual Report and Form 10-K for the year ended December 31, 2002 (Incorporated herein by reference to File No. 1-8858 and File No. 1-7536, respectively).

Exhibit B.

Exhibit No.	Description of Exhibit	Reference
B-1	Unitil Corporation	
B-1(a)	Certificate of Incorporation	Exhibit B-1(a) Form U5B File No. 30 - 1
B-1(b)	Amendment to Certificate of Incorporation	Exhibit B-1(b) Form U5B File No. 30 - 1
B-1(c)	Articles of Incorporation	Exhibit B-1(c) Form U5B File No. 30 - 1
B-1(d)	Articles of Amendment to Articles of Incorporation	Exhibit B-1(d) Form U5B File No. 30 - 1
B-1(e)	By - Laws	Exhibit B-1(e) Form U5B File No. 30 - 1
B-2	Unitil Energy Systems, Inc.	
B-2(a)	Charter (Articles of Association) and Amendments thereto	Filed herewith
B-2(b)	By - Laws	Filed herewith
B-3	Fitchburg Gas and Electric Light Company	
B-3(a)	Articles of Incorporation and Amendments Thereto	Exhibit B-3(a) Form U5B File No. 30 - 1
B-3(b)	By - Laws	Exhibit B-3(b) Form U5B File No. 30 - 1
B-4	Fitchburg Energy Development Company	
B-4(a)	Certificate of Incorporation	Exhibit B-4(a) Form U5B File No. 30 - 1



B-4(b)	By - Laws	Exhibit B-4(b) Form U5B File No. 30 - 1
B-5	Unitil Power Corp.	
B-5(a)	Certificate of Incorporation	Exhibit B-5(a) Form U5B File No. 30 - 1
B-5(b)	Articles of Incorporation	Exhibit B-5(b) Form U5B File No. 1-
B-5(c)	Statement of Change of Registered Office	Exhibit B-5(c) Form U5B File No. 30 - 1
B-5(d)	By - Laws	Exhibit B-5(d) Form U5B File No. 30 - 1
B-6	Unitil Realty Corp.	
B-6(a)	Certificate of Incorporation	Exhibit B-6(a) Form U5B File No. 30 - 1
B-6(b)	Articles of Incorporation	Exhibit B-6(b) Form U5B File No. 30 - 1
B-6(c)	By - Laws	Exhibit B-6(c) Form U5B File No. 30 - 1
B-7	Unitil Service Corp.	
B-7(a)	Certificate of Incorporation	Exhibit B-7(a) Form U5B File No. 30 - 1
B-7(b)	Articles of Incorporation	Exhibit B-7(b) Form U5B File No. 30 - 1
B-7(c)	By - Laws	Exhibit B-7(c) Form U5B File No. 30 - 1
B-8	Unitil Resources, Inc.	
B-8(a)	Certificate of Incorporation	Exhibit B-8(a) 1993 Form U5S File No. 30 - 1

B-8(b)	Articles of Incorporation and Addendum to Articles of Incorporation	Exhibit B-8(b) 1993 Form U5S File No. 30 - 1
B-8(c)	By - Laws	Exhibit B-8(c) 1993 Form U5S File No. 30 - 1

Exhibit C.

(a) INDENTURES

Exhibit No.	Description of Exhibit	Reference
C-1	Twelfth Supplemental Indenture of Unitil Energy Systems, Inc., successor to Concord Electric Company, dated as of December 2, 2002, amending and restating the Concord Electric Company Indenture of Mortgage and Deed of Trust dated as of July 15, 1958.	Exhibit 4.1 2002 Form 10-K File No. 1-8858
C-2	FG&E Purchase Agreement dated March 20, 1992 for the 8.55% Senior Note due March 31, 2004.	Exhibit C-2 Form U5B File No. 30 - 1
C-3	FG&E Note Agreement dated November 30, 1993 for the 6.75% Notes due November 30, 2023.	Exhibit 4.18 1993 Form 10-K File No. 1-8858
C-4	FG&E Note Agreement dated January 26, 1999 for the 7.37% Notes due January 15, 2028.	Exhibit 4.25 to Form 10-K for 1999
C-5	FG&E Note Agreement dated June 1, 2001 for the 7.98% Notes due June 1, 2031.	Exhibit 4.6 to Form 10-Q for June 30, 2001
C-6	Unitil Realty Corp. Note Purchase Agreement dated July 1, 1997 for the 8.0% Senior Secured Notes due August 1, 2017.	Exhibit 4.22 to Form 10-K for 1997

Exhibit D. Tax Allocation Agreement

AGREEMENT made as of September 10, 1985, among Concord Electric Company, a New Hampshire corporation, Exeter & Hampton Electric Company, a New Hampshire corporation, UNITIL Service Corp., a New Hampshire corporation, and UNITIL Power Corp., a New Hampshire corporation, and UNITIL Corporation ("UNITIL"), a New Hampshire corporation, ("AFFILIATE" companies or collectively, the "AFFILIATES"). Whenever it is intended to include UNITIL in the context of the affiliated group, the term "CONSOLIDATED AFFILIATE" or "CONSOLIDATED AFFILIATES" may be used, and when reference is to the affiliated group as a collective tax paying unit the term "Group" may be used.

WHEREAS, UNITIL owns at least 80 percent of the issued and outstanding shares of each class of voting common stock of each of the AFFILIATES: each of the CONSOLIDATED AFFILIATES is a member of the affiliated group within the meaning of section 1504 of the Internal Revenue Code of 1954, as amended (the "Code"), of which UNITIL is the common parent corporation; and UNITIL proposes to include each of the AFFILIATES in filing a consolidated income tax return for the calendar year 1985;

NOW, THEREFORE, UNITIL and the AFFILIATES agree as follows:

1. Consolidated Return Election. If at any time and from time to time UNITIL so elects, each of the AFFILIATES will join in the filing of a consolidated Federal income tax return for the calendar year 1985 and for any subsequent period for which the Group is required to file such a return. UNITIL and its affiliates agree to file such consents, elections and other documents and to take such other action as may be necessary or appropriate to carry out the purposes of this Section 1. Any period for which any of the AFFILIATES is included in a consolidated Federal income tax return filed by UNITIL is referred to in the Agreement as a "Consolidated Return Year".

2. AFFILIATES' Liability to UNITIL for Consolidated Return Year. Prior to the filing of each consolidated return by UNITIL, each of the AFFILIATES included therein shall pay to UNITIL the amount, if any, on the Federal income tax for which the AFFILIATES would have been liable for that year, computed in accordance with Treasury Regulations, section 1.1552-1(a)(2)(ii) as though that AFFILIATE had filed a separate return for such year, giving the effect to any net operating loss carryovers, capital loss carryovers, investment tax credit carryovers, foreign tax carryovers or other similar items, incurred by that AFFILIATE for any period ending on or before the date of this Agreement.

The foregoing allocation of Federal income tax liability is being made in accordance with Treasury Regulations, sections 1.1552-1(a)(2) and 1.1502-33(d)(2)(ii), and no amount shall be allocated to any CONSOLIDATED AFFILIATE in excess of the amount permitted under Treasury Regulations, section 1.1502-33(d)(2)(ii). Accordingly, after taking into account the allocable portion of the Group's Federal income tax liability, no amount shall be allocated to any CONSOLIDATED AFFILIATE in excess of the amount permitted in accordance with Treasury Regulations, section 1.1502-33(d)(2)(ii).

3. UNITIL Liability to Each Affiliate for Consolidated Return Year. If for any Consolidated Return Year, any AFFILIATE included in the consolidated return filed by UNITIL for such year has available a net operating loss, capital loss, foreign tax credit, investment tax credit or similar items (computed by taking into account carryovers of such items from periods ending on or before the date of this Agreement) that reduces the consolidated tax liability of the Group below the amount that would have been payable if that AFFILIATE did not have such item available, UNITIL shall pay the amount of the reduction attributable to such AFFILIATE PRIOR TO THE FILING of the consolidated return for such year.

The amount of the reduction shall be equal to a portion of the excess of (i) the total of the separate return tax liabilities of each of the CONSOLIDATED AFFILIATES computed in accordance with Section 2 of this Agreement, over (ii) the Federal income tax liability of the Group for the year. The portion of such reduction attributable to an AFFILIATE shall be computed by multiplying the total reduction by a fraction, the numerator of which is the value of the tax benefits contributed by the AFFILIATE to the Group and the denominator of which is the value of the total value of such benefits contributed by all CONSOLIDATED AFFILIATES during the year.

For purposes of the foregoing paragraph a deduction of credit generated by a CONSOLIDATED AFFILIATE which is in excess of the amount required to eliminate its separate tax return liability but which is utilized in the computation of the Federal income tax liability of the Group shall be deemed to be a tax benefit contributed by the CONSOLIDATED AFFILIATE to the Group. The value of a deduction which constitutes such a benefit shall be determined by applying the current corporate income tax rate, presently 46 percent, to the amount for the deduction. The value of a credit that constitutes such a benefit shall be the tax savings, currently 100 percent thereof. The value of capital losses used to offset capital gains shall be computed at the then current rate applicable to capital gains for corporations.

4. Payment of Estimated Taxes. Prior to the paying and filing of estimated consolidated tax declaration by UNITIL, each of the AFFILIATES included in such estimated tax declaration shall pay to UNITIL the amount, if any, of the estimated Federal income tax for which the AFFILIATE would have been liable for that year, computed as though that AFFILIATE had filed a separate estimated tax declaration for such year.

5. Tax Adjustments. In the event of any adjustments to the consolidated tax return as filed (by reason of an amended return, a claim for refund of an audit by the Internal Revenue Service), the liability, if any, of each of the AFFILIATES under Sections 2, 3, and 4 shall be redetermined to give effect to any such adjustment as if it had been made as part of the original computation of tax liability, and payments between UNITIL and the appropriate AFFILIATES shall be made within 120 days after any such payments are made or refunds are received, or, in the case of contested proceedings, within 120 days after a final determination of the contest.

Interest and penalties, if any, attributable to such an adjustment shall be paid by each AFFILIATE to UNITIL in proportion to the increase in such AFFILIATE'S separate return tax liability that is required to be paid to UNITIL, as computed under Section 2.

6. Subsidiaries of Affiliates. If at any time, any of the AFFILIATES acquire or creates one or more subsidiary corporations that are includable corporations of the Group, they shall be subject to this Agreement and all references to the AFFILIATES herein shall be interpreted to include such subsidiaries as a group.

7. Successors. This Agreement shall be binding on and inure to the benefit of any successor, by merger, acquisition of assets or otherwise, to any of the parties hereto (including but not limited to any successor of UNITIL or any of the AFFILIATES succeeding to the tax attributes of such corporation under Section 381 of the Code) to the same extent as if such successor had been an original party to this Agreement.

8. Affiliates' Liability for Separate Return Years. If any of the AFFILIATES leaves the Group and files separate Federal income tax returns, within 120 days of the end of each of the first fifteen taxable years for which it files such returns, it shall pay to UNITIL the excess, if any, of (A) Federal income tax that such AFFILIATE would have paid for such year (on a separate return basis giving the effect to its net operating loss carryovers) if it never had been a member of the Group, over (B) the amount of Federal income tax such AFFILIATE has actually paid or will actually pay for such years.

9. Examples of Calculations. Attached hereto and made part hereof, as "Appendix A to Tax Sharing Agreement By and Between UNITIL Corporation and Its Affiliated Companies", are illustrated examples of the matters contained herein.

In witness whereof, the duly authorized representatives of the parties hereto have set their hands this tenth day of September, 1985.

UNITIL CORPORATION

By /s/ Michael J. Dalton

-----  
its President

EXETER & HAMPTON ELECTRIC COMPANY

By /s/ Michael J. Dalton

-----  
its President

CONCORD ELECTRIC COMPANY

By /s/ Douglas K. Macdonald

-----  
its President

UNITIL POWER CORP.

By /s/ Michael J. Dalton

-----  
its President

UNITIL SERVICE CORP.

By /s/ Peter J. Stulgis

-----  
its President

APPENDIX A TO TAX SHARING AGREEMENT  
 BY AND BETWEEN UNITIL CORPORATION AND ITS  
 AFFILIATED COMPANIES

The allocation agreement follows the Internal Revenue Service Regulations for "basic" and "supplemental" allocation of consolidated return liability and benefits.

The "basic" method used to allocate UNITIL'S liability shown on the consolidated return is provided by Internal Revenue Code Section 1552(a) and provides for allocation based on the amount of tax liability calculated on a separate return basis.

The "supplemental" method provides that the tax savings of credits and deductions in excess of the amount of the individual company can use, but which can be used in consolidations, is allocated among the members supplying the savings and the benefiting members reimburse them.

For example, assume that a three-member group has consolidated tax liability of \$200,000 and \$100,000 respectively. The individual members, A, B, and C have separate return taxable income (loss) of \$150,000, \$100,000, and \$(50,000) and the individual members have separate return liabilities of \$75,000, \$50,000, and none, respectively. (Loss members are deemed to have a zero tax liability.) Under the proposed method, the Individual tax liability and benefit is allocated as follows:

Member -----	A	B	C
Taxable Income (Loss)	\$150,000	\$100,000	\$ (50,000)
Separate Tax Liability	75,000	50,000	none
Percent of Total (\$125,000)	60%	40%	0%
Consolidated Tax Allocation	60,000	40,000	none
Separate Tax Liability	75,000	50,000	0
Less Consolidated Tax	60,000	40,000	0
	15,000	10,000	0
	100%	100%	
Supplemental Allocation	15,000	10,000	0
Benefits paid to C	(\$15,000)	(\$10,000)	(\$25,000)

Regulation 1.1502-33(d) provides the "supplemental" method of allocating tax liability in order to permit members to receive reimbursement for contributing tax deductions or credits to the group. The method adopted by the Company and outlined at Regulation 1.1502-33(2)(ii) provides for immediate reimbursement for the tax year involved. The steps are as follows:

- (1) Tax liability is allocated to the members by the basic method outlined above.
- (2) Each member with a separate company tax will be allocated 100% of the excess of its separate return liability over its share of the consolidated liability under step (1).
- (3) The amounts allocated to benefiting members under Step 2 are credited to the members supplying the capital losses, deductions, credits or other items to which the savings are attributable. For this purpose an amount generated by a member which is in its own separate return tax liability and which is utilized in the computation of the Federal income tax liability of the group shall be deemed to be a tax benefit contributed by the member to the group.

In some years the Step 2 savings to be credited may be less than the total tax savings items available for use. In such a case, the savings shall be attributed to tax savings items in the order that they are used on the consolidated return and in an amount equal to the savings actually realized.

Under this method, capital losses would normally be used first to the extent there are capital gains, since these items are netted in order to reach income, and are used before any deductions or credits are taken into account. The value of the capital loss would be the current rate of tax for capital gain income of the loss. The next item to be used would be deductions resulting in a current year operating loss, and these would be valued at the marginal rate of tax on the income they offset. This is normally 46 percent under current law, but would be less

for income under \$100,000, which falls in to the graduated tax brackets under Reg.1.1502-33 (d) (2), the amount of each graduated rate bracket is apportioned equally by dividing that amount by the number of corporations that where members of the group. Additionally, an alternative is to allocate the amount of each graduated rate bracket based on an election made be each of the companies' and including with that year's tax return. Operating loss carryovers would be used next, and finally credits would be used. Credits will be valued at 100 percent, since they result in dollar for dollar savings. Where the total amount of an item is not used, the savings will be allocated to each member in proportion to his share of the total of that benefit available from all members of the consolidated group.

(4) Benefiting members will reimburse the other members prior to the filing of the consolidated tax return.

A more complicated situation is presented when there are several loss companies. Assume that the facts are the same as above except that there are three loss companies: C, D, and E with the following tax savings items:

	C	D	E
Capital Loss	0	5,000	0
Current Operating Loss	5,000	0	3,000
Operating Loss Carryover	0	10,000	0
Credits	4,000	8,000	4,000

Allocation of the \$25,000 benefit from Step 2 would proceed as follows:

	C	D	E	Remaining Benefit
Capital Gains @ 28%	0	1,400	0	23,600
Current Operating Loss Offsetting 46% Income	2,300	0	1,380	19,920
Operating Loss Carryover Offsetting 46% Income		4,600		15,320
Credits @ 100% (proportionate)	3,830	7,600	3,830	0
Total Allocated	6,130	13,660	5,210	0

Thus companies A and B would reimburse C, D and E for the above amounts. There will be credit carryovers for C, D, and E of \$170, \$340, and \$170, respectively.

#### Separate Return Liability

The allocations and reimbursements outlined above use the concept of a "separate return tax liability" as a starting point for allocations. This liability is the amount which a member of the affiliated group would pay of it filed a separate return. It is calculated in three basic steps.

(1) The rules for consolidated return deferred accounting, inventory adjustments, basis determination, basis adjustments, excess losses, earnings and profits, and obligations of members must be applied.

(2) Intercompany dividends are eliminated and no dividend received or paid deduction is allowed on intercompany dividends.

(3) Adjustments are made for specific items used in the consolidated return which must be divided by some equitable method among the members.

The third step is the subject of this part of the Appendix. Two different approaches may be taken for the apportionment of the limits, deductions, and exemptions used to reach tax liability.

It is recognized that each company is a part of an affiliated group, and that all credits, deductions and limitations must be apportioned in some equitable manner.

Specific Apportionments

(1) Carryovers. On a consolidated basis, items such as operating losses, capital losses, and contributions will be used first from the current year and then carried forward from the oldest year forward until exhausted. It is the intention of the Tax Sharing Agreement, for allocation and reimbursement purposes, that a member shall use its own carryovers first before it is required to reimburse another member for use of its carryover in consolidation, without regard for the fact that the tax regulations for consolidated returns may require a different order.

(2) Contribution Deduction. The amount of the contribution deduction is limited to 10% of consolidated taxable income. Thus the amount allowable may exceed the actual contributions. In order to avoid having a consolidated contribution carryover which is not owned by a member, each member agrees that its deduction be limited to its proportionate share on a separate return basis of the consolidated contribution deduction in a given year, rather than 10% of its separate return income, and that any contribution in excess of such amount be treated as its own carryover.

If the consolidated deduction is greater than the separate deductions of the profitable members (thus permitting a deduction for contributions of a loss member) the excess allowable deduction will be allocated to the loss members in proportion to the excess allowable over their available contributions.

Contribution Illustration

Example A	A	B	C	Consolidated
Income before contributions	12,000	100	(5,600)	6,500
Contributions				
- current	400	25	100	
- carryover	300	25		
- available	700	50	100	
10% Limit				650
Allowable on SR basis	1,200	10		
Allowable by agreement	644	6		
Carryover by agreement				
- current	0	19	100	
- prior	56	25		
Taxable income	11,356	94	(5,600)	5,850

Example B	A	B	C	Consolidated
Income before contributions	12,000	(100)	(5,400)	6,500
Contributions				
- current only	200	50	200	
10% Limit				650
Available on SR basis	200			200
Excess deduction allowable				250
Allocation by agreement		50	200	
Carryover by agreement		50	200	
Taxable income	11,800	(150)	(5,600)	6,050

(3) Tax Brackets. The members agree that the brackets will first be applied equally to the members with ordinary income. If the allocated amount exceeds income, the excess can be reapplied equally to the other members with remaining income.

(4) I.T.C. Limitation. The limitation on 100% utilization of investment tax credit provided by Internal Revenue Code S46(a)(3), currently \$25,000, will be allocated equally among the members with tax liability and available credits, with any excess to be allocated equally to those with remaining liability and credits.



(5) I.T.C. Limit for Used Property. The limitations on used property cost deemed eligible for investment credit, currently \$215,000, will be allocated equally among the companies that have used property acquisitions with a ten year recovery life in any year. If a member is unable to utilize all of its allocated amount the excess will be allocated proportionately to the members with used property acquisitions in excess of their allocated share. If there are insufficient ten year recovery life assets, the remainder will be allocated to five year recovery life assets in a similar manner. Likewise, if there are not enough ten and five year recovery life assets, the remainder of the \$100,000 limitation will be allocated equally to members having three year recovery life used property additions.

(6) Future Developments. Any credits, deductions, or other items established by future legislation will be allocated in a manner consistent with the above methods.

The foregoing examples are for illustrative purposes and are not intended to cover all possible situations that may arise.

Exhibit E - Other Documents - None

Exhibit F - Supporting Schedules

Exhibit G - None

Exhibit H - Organizational Chart - Not Applicable

Exhibit I - Majority Owned Associate Company - Not Applicable

Report of Independent Certified Public Accountants

To the Shareholders of Unital Corporation:

We have audited the consolidated balance sheet and consolidated statement of capitalization of Unital Corporation and subsidiaries as of December 31, 2002 and the related consolidated statement of earnings, cash flows and changes in common stock equity for the year then ended, included in the 2002 annual report on Form 10K and incorporated by reference in this Form US8. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Unital Corporation and subsidiaries as of December 31, 2002, and the consolidated results of their operations and their consolidated cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

/s/ GRANT THORNTON LLP

Boston, Massachusetts  
February 7, 2003

SIGNATURES

Each undersigned System company has duly caused this annual report to be signed on its behalf by the undersigned, thereunto duly authorized pursuant to the requirements of the Public Utility Holding Company Act of 1935.

UNITIL CORPORATION

By /s/ Robert G. Schoenberger  
-----

Robert G. Schoenberger  
Chairman of the Board &  
Chief Executive Officer

UNITIL RESOURCES, INC.,  
USOURCE, INC.

By /s/ Robert G. Schoenberger  
-----

Robert G. Schoenberger  
President

UNITIL SERVICE CORP.

By /s/ Mark H. Collin  
-----

Mark H. Collin  
Treasurer

UNITIL REALTY CORP.

By /s/ Mark H. Collin  
-----

Mark H. Collin  
Treasurer

UNITIL ENERGY SYSTEMS, INC.  
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY.

By /s/ Robert G. Schoenberger  
-----

Robert G. Schoenberger  
President

UNITIL POWER CORP.

By /s/ David K. Foote  
-----

David K. Foote  
President

Date: April 30, 2003

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00
Use black print or type
Leave 1" margins both sides

Form No. 16-A
RSA 293-A:10.07

RESTATED
ARTICLES OF INCORPORATION
INCLUDING DESIGNATED AMENDMENT(S)

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE
UNDERSIGNED CORPORATION, PURSUANT TO A RESOLUTION DULY ADOPTED BY ITS BOARD OF
DIRECTORS, HEREBY ADOPTS THE FOLLOWING RESTATED ARTICLES OF INCORPORATION,
INCLUDING DESIGNATED AMENDMENT(S):

Name of corporation as presently recorded: Concord Electric Company
-----

(Here insert the Restated Articles of Incorporation,
as amended including the Designated Amendments.)

See Attachment A

[Attach additional sheet(s) for more space.
Insert corporate name at top of each page.]

RESTATED ARTICLES OF INCORPORATION
INCLUDING DESIGNATED AMENDMENT(S)
OF Concord Electric Company
-----

Form No. 16-A
(Cont.)

If the amendment(s) provides for an exchange, reclassification, or cancellation
of issued shares, provision for implementing the amendment if not contained in
the amendment(s);

Except for the Designated Amendment (s) to Article (s) I, II, III, IV, V and VI
(Note 1)
-----

the Restated Articles of Incorporation correctly set forth without change the
corresponding provisions of the Articles of Incorporation as previously amended,
and the Restated Articles of Incorporation together with the Amendment (s)
designated herein supersede the original Articles of Incorporation and all
amendments to the Articles.

FIRST: (Check one)

----- The restated articles contain amendment (s) adopted by
the board of directors and did not require shareholder
approval.

x The restated articles contain amendment (s) which
----- required shareholder approval.

SECOND: The amendment (s) were adopted on (date) November 27, 2002
-----

THIRD: The amendment (s) were approved by the shareholders. (Note 2)

Table with 4 columns: Designation (class or series) of voting group, Number of shares outstanding, Number of Votes entitled to be cast, Number of votes indisputably represented at the meeting. Rows include Common and Non-Cumulative Preferred.

-----  
-----  
Stock, 6% Series  
-----

Designation (class or series) of voting group -----	Total number of votes cast:		OR --	Total number of undisputed votes cast FOR -----
	FOR ---	AGAINST -----		
----- Common and Non- -----	131,745	none		
----- Cumulative Preferred -----				
----- Stock, 6% Series -----				

FOURTH: The number cast for the amendment(s) by each voting group was sufficient for approval.

Dated November 27, 2002  
-----

Concord Electric Company (Note 3)  
-----

By s/Mark H. Collin (Note 4)  
-----

Signature of its Treasurer  
-----

Mark H. Collin  
-----  
Print or type name

- Notes:
1. Here insert Restated Article NUMBER(S) which are being amended at this time.
  2. All sections under "THIRD" must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
  3. Exact corporate name of corporation adopting the restated articles of incorporation.
  4. Signature and title of person signing for the corporation. Must be signed by the chairman of the board of directors, president or another officer; or see RSA 293-A:1.20(f) for alternative signatures.

Mail fee and ORIGINAL and ONE EXACT OR CONFORMED COPY to: Secretary of State,  
State House, Room 204, 107 North Main Street, Concord, NH 03301-4989

UNITIL ENERGY SYSTEMS, INC.  
(formerly, CONCORD ELECTRIC COMPANY)

ATTACHMENT A

RESTATED ARTICLES OF INCORPORATION OF  
UNITIL ENERGY SYSTEMS, INC.  
(formerly, CONCORD ELECTRIC COMPANY)

ARTICLE I

The name of the Company shall be Unitil Energy Systems, Inc. and its principal place of business shall be located in Hampton in the County of Rockingham in the State of New Hampshire, but the Company may carry on any portion of its business at other places, either within or without the State of New Hampshire, subject, however, to the laws of said State.

ARTICLE II

The capital stock of the Company shall consist of Two Thousand Two Hundred Fifty (2,250) shares of the presently outstanding Preferred Stock, 6%, \$100 par value, hereby designated as Non-Cumulative Preferred Stock; Fifteen Thousand (15,000) shares of Cumulative Preferred Stock, \$100 par value; and Two Hundred Fifty Thousand (250,000) shares of Common Stock, without nominal or par value.

The particular character of the preferences of the Non-Cumulative Preferred Stock, the Cumulative Preferred Stock and the respective rights, restrictions and voting powers of the Non-Cumulative Preferred Stock, the Cumulative Preferred Stock and the Common Stock shall be as follows:

1. The Non-Cumulative Preferred Stock is entitled to quarterly dividends at the rate of 6% per annum as and when declared by the Board of Directors and no dividends may be declared or paid on the Common Stock unless it shall have received four successive quarterly dividends of 3% (or equivalent) next prior to such dividend on Common Stock, the last of which having been paid not more than sixty days previous thereto. The holders of the Non-Cumulative Preferred Stock are entitled in any liquidation of the Company to receive One Hundred Dollars (\$100) per share owned before any payment is made on account of the Cumulative Preferred Stock and/or the Common Stock. The holders of the Non-Cumulative Preferred Stock shall be entitled to one vote for each share owned, voting as a single class with the holders of the Common Stock.

2. The Fifteen Thousand (15,000) shares of Cumulative Preferred Stock shall be of the par value of \$100 each and may be issued, as the Board of Directors may determine, in one or more series designated "Cumulative Preferred Stock \_\_\_\_\_ % Series" (inserting in each case the amount of the dividend rate as fixed for each series and fixing other terms and conditions for each series not inconsistent with the provisions of this Article II by an amendment of the Articles

UNITIL ENERGY SYSTEMS, INC.  
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of Incorporation adopted by vote of the holders of two-thirds (2/3) of the outstanding shares of stock entitled to vote and which are present or represented by proxy and voting at a meeting duly called for the purpose), provided only that the total number of shares of all series thereof at any time outstanding shall not exceed the then total authorized number of shares of the Cumulative Preferred Stock. All shares of the Cumulative Preferred Stock, irrespective of series, shall constitute one and the same class of stock, shall be of equal rank and shall be identical in all respects except as to the rate of dividends payable thereon, the redemption price thereof and any restriction on the exercise by the Company of its right to redeem such series, provisions for the repurchase and retirement of any shares of such series, the extent of their interest in the assets in the event of voluntary liquidation, dissolution or winding up of the Company, and the designation thereof. Each share of the Cumulative Preferred Stock, irrespective of series, when entitled to vote, shall be entitled to one (1) vote upon all questions and elections voted upon at stockholders' meetings, provided, however, that except where otherwise required by law, or as hereinafter specifically provided, the holders of the Cumulative Preferred Stock shall not vote as a class separate and distinct from holders of Common Stock, but holders of the Cumulative Preferred Stock and holders of the Common Stock (entitled to vote as hereinafter provided) shall vote as a single class. Whenever the holders of the Cumulative Preferred Stock are entitled to vote, for any purpose, the shares voting, if of different series, shall be counted irrespective of series and not by different series. All shares of the same series shall be identical in all respects and each certificate representing the Cumulative Preferred Stock shall state the designation of the series in which the shares represented by such certificate are issued.

3. Holders of the Cumulative Preferred Stock at the time outstanding, shall be entitled to receive, but only when and as declared by the Board of Directors out of funds legally available for the declaration of dividends, dividends at the annual dividend rate per share fixed for the particular series and no more, payable quarterly on the fifteenth day of January, April, July and October in each year to shareholders of record on the respective dates fixed in advance for the purpose by the Board of Directors prior to the payment of each particular dividend. Dividends on shares of the Cumulative Preferred Stock shall be cumulative: (i) on shares of any series of the Cumulative Preferred Stock issued prior to the record date for the first dividend on such series from the date of issue of such shares; and (ii) otherwise from the quarter-yearly dividend payment date next preceding the date of issue of such shares or from the date of issue if that be a dividend payment date. No dividend shall be declared on any series of the Cumulative Preferred Stock, in respect of any quarter-yearly dividend period, unless there shall likewise be declared on all shares of all series of the Cumulative Preferred Stock at the time outstanding, like proportionate dividends, ratably, in proportion to the respective annual dividend rates fixed therefor, in respect of the same quarter-yearly period, to the extent that such shares are entitled to receive dividends for such quarter-yearly dividend period. The dividends on shares of all series of the Cumulative Preferred Stock shall be payable before any dividends shall be paid or set apart for junior stock as defined herein. Whenever all dividends accrued to the last preceding quarter-yearly dividend payment date of the Cumulative Preferred Stock of all series shall have been paid or a sum sufficient for the payment thereof shall have been set aside for such payment, the Board of Directors may forthwith, without waiting for the expiration of the current year, declare dividends on the junior stock payable then or thereafter out of any remaining funds legally available for the payment of dividends. Accumulations of dividends on any shares of stock of any class shall not bear interest.



UNITIL ENERGY SYSTEMS, INC.  
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4. As used in these subdivisions 4 to 10, inclusive, (a) the expression "preferred stocks" shall mean the Cumulative Preferred Stock of all series and any other stock ranking on a parity with or having a preference as to dividends or assets over the Cumulative Preferred Stock; (b) the expression "junior stock" shall mean the Common Stock and any other stock ranking junior to the Cumulative Preferred Stock as to dividends or assets; and (c) the expression "dividends accrued" shall mean the sum of amounts with respect to all shares of preferred stocks then outstanding, which as to each share shall be an amount computed at the dividend rate per annum fixed for the particular share from the date from which dividends on such share became cumulative to the date with reference to which the expression is used irrespective of whether such amount or any part thereof shall have been declared as dividends or shall exceed any assets available for the payment thereof less the aggregate of all dividends paid on such share.

5. The Company, on the sole authority of its Board of Directors and by vote of at least three-quarters (3/4) of the members thereof, may redeem and retire at any time or from time to time the whole or any part of any series of the Cumulative Preferred Stock at the time outstanding by paying in cash, in respect of each share redeemed, the par value thereof, together with all dividends accrued thereon to the date fixed for redemption, and in addition thereto an amount equal to the premium to which such share would be entitled on said date as hereinafter provided in the event of the voluntary liquidation, dissolution or winding up of the affairs of the Company, and by mailing, postage prepaid, at least thirty (30) days and not more than ninety (90) days prior to the date fixed for said redemption, a notice specifying said redemption date to the holders of record of the Cumulative Preferred Stock to be redeemed, at their respective addresses as the same shall appear on the books of the Company; provided, however, that the exercise by the Company of its right to redeem shares of any particular series may be subject to such restrictions as are determined for said series. In case of the redemption of a part only of any series of the Cumulative Preferred Stock at the time outstanding, the Company shall select by lot, in such manner as the Board of Directors may determine, the shares so to be redeemed. If such notice of redemption shall have been so mailed, and if on or before the redemption date specified in such notice, all funds necessary for such redemption shall have been set aside by the Company, separate and apart from its other funds, in trust for account of the holders of the shares so to be redeemed, so as to be and continue to be available therefor, then, on and after said redemption date, notwithstanding that any certificate for the shares of the Cumulative Preferred Stock so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue, and all rights with respect to such shares of the Cumulative Preferred Stock so called for redemption shall forthwith cease and terminate, except only the right of the holders thereof to receive out of the funds so set aside in trust, the amount payable on redemption thereof, but without interest, and thereupon such stock shall be deemed cancelled and retired, provided however, that, if after mailing said notices as aforesaid and prior to the date of redemption specified in such notice, said funds shall be set aside by deposit in trust, for the account of the holders of the Cumulative Preferred Stock to be redeemed, with a bank or trust company in good standing, organized under the laws of the United States of America, of the State of New Hampshire or of the Commonwealth of Massachusetts, thereupon all shares of the Cumulative Preferred Stock with respect to which such deposit shall have been made shall no longer be deemed to be outstanding, all rights with respect to such shares of the Cumulative Preferred Stock shall forthwith upon such deposit in trust cease and terminate, except only the right of the holders thereof to receive from such deposit the amount payable upon the redemption, but without interest.

UNITIL ENERGY SYSTEMS, INC.  
(formerly, CONCORD ELECTRIC COMPANY)

6. In the event of the liquidation, dissolution or winding up of the affairs of the Company, then, before any distribution shall be made to the holders of junior stock, the holders of each series of the Cumulative Preferred Stock at the time outstanding shall be paid in cash the par value thereof, together in each case with dividends accrued thereon to the date fixed for payment of such distributive amounts, and in addition thereto, if such liquidation, dissolution or winding up be voluntary, such amount as shall be fixed for each series by an amendment of the Articles of Incorporation adopted by vote of the holders of two-thirds (2/3) of the stock entitled to vote and which are present or represented by proxy and voting at a meeting duly called for the purpose. No payments on account of such distributive amounts shall be made to the holders of any series of the Cumulative Preferred Stock unless there shall likewise be paid at the same time to the holders of each other series of the Cumulative Preferred Stock at the time outstanding, like proportionate distributive amounts, ratably, in proportion to the full distributive amounts to which they are respectively entitled. After such payment in full to the holders of the Cumulative Preferred Stock the remaining net assets of the Company shall be paid or distributed to the holders of junior stock then outstanding according to their respective rights. Consolidation or merger of the Company with or into any other corporation or corporations shall not be deemed to be a liquidation, dissolution or winding up of the affairs of the Company within the meaning of this subdivision 6 if it does not effect any change in the preferences, rights and limitations of the Cumulative Preferred Stock as set out in these provisions.

7. Each share of Common Stock shall be entitled to one (1) vote upon all questions voted upon at stockholders' meetings and, subject to the rights of the Cumulative Preferred Stock under paragraph (a) of this subdivision 7, at any election held at stockholders' meetings:

(a) If the dividends accrued on the outstanding Cumulative Preferred Stock shall at any time and from time to time equal or exceed an amount equivalent to six (6) full quarterly dividends on all shares of all series of the Cumulative Preferred Stock at the time outstanding, then until all dividends in default on the Cumulative Preferred Stock shall have been paid, the holders of the Cumulative Preferred Stock, voting separately as one class, by plurality vote of a quorum of the shares outstanding, shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors as then last fixed by the stockholders, or as provided in the By-Laws, and the holders of all classes of stock entitled to vote at stockholders' meetings as hereinbefore provided shall be entitled to elect the remaining members of the Board of Directors. If and when all dividends then in default on the Cumulative Preferred Stock shall thereafter be paid (and such dividends shall be declared and paid out of any funds legally available therefor as soon as reasonably practicable), the Cumulative Preferred stock shall thereupon be divested of such special right to elect any member of the Board of Directors, but subject always to the same provisions for the vesting of such special right in the Cumulative Preferred Stock, in case of further like default or defaults. Nothing in this paragraph (a) shall prevent holders of any additional class of preferred stocks hereafter authorized from being given a right similar to that given to holders of the Cumulative Preferred Stock by this paragraph (a), in which case holders of all classes of preferred stocks (exclusive of the Non-Cumulative Preferred Stock) then having such rights shall vote as one class for the purposes of this paragraph (a), provided that no holder of any such additional class of preferred stocks shall be entitled to more than (1) vote for each one hundred dollars (\$100) which such stock would be entitled to receive upon any involuntary liquidation;

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(b) Whenever under the provisions of paragraph (a) hereof, the holders of preferred stocks as a class (exclusive of the Non-Cumulative Preferred Stock) become entitled to elect a majority of the Board of Directors, the Board of Directors shall, within ten (10) days from the delivery to the Company at its principal office of a request therefor signed by any holder of any of the preferred stocks entitled to vote (exclusive of the Non-Cumulative Preferred Stock), call a special meeting of the stockholders to be held, within thirty (30) days from the delivery of such request, for the purpose of electing directors;

(c) At all meetings of stockholders held for the purpose of electing directors during such times as the holders of shares of the preferred stocks (exclusive of the Non-Cumulative Preferred Stock) shall have the right to elect a majority of the directors, the presence in person or by proxy of the majority of the outstanding shares of all stock regularly entitled to vote at stockholders' meetings shall be required to constitute a quorum of all such stockholders voting as a class for the election of directors and the presence in person or by proxy of the holders of a majority of the outstanding shares of the preferred stocks entitled to vote (exclusive of the Non-Cumulative Preferred Stock) shall be required to constitute a quorum of such class for the election of directors; provided that, in either case, if such quorum shall not have been obtained at such meeting or any adjournment thereof within sixty (60) days from the date of such meeting as originally called, the presence in person or by proxy of the holders of twenty-five per cent (25%) of the outstanding shares of the class shall then be sufficient to constitute a quorum. The absence of a quorum of the holders of either such class shall not prevent the election at any such meeting, or any adjournment thereof, of directors by the other such class if the necessary quorum of the holders of stock of such class is present in person or by proxy at such meeting. In the absence of a quorum of the holders of stock of either such class, a majority of those holders of the stock of such class who are present in person or by proxy shall have power to adjourn the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting until the requisite number of holders of such class shall be present in person or by proxy, but such adjournment shall not be made to a date beyond the date for the mailing of notice of the next annual meeting or special meeting in lieu thereof;

(d) Forthwith upon the election of a majority of the Board of Directors of the Company by the holders of preferred stocks (exclusive of the Non-Cumulative Preferred Stock) the terms of office of all persons who may be directors of the Company at the time shall terminate, whether or not the holders of all stock regularly entitled to vote as a class shall then have elected the remaining members of the Board of Directors, and if the holders of all stock regularly entitled to vote shall not have elected the remaining members of the Board of Directors, then the directors so elected by the holders of preferred stocks (exclusive of the Non-Cumulative Preferred Stock) shall constitute the Board of Directors pending such election of the remaining members by such holders of stock regularly entitled to vote. Upon the reversion of the voting powers to their status prior to default in dividends on the preferred stocks (exclusive of the Non-Cumulative Preferred Stock), then forthwith the terms of office of the directors who were elected by the holders of preferred stocks (exclusive of the Non-Cumulative Preferred Stock) shall terminate and the directors then in office who were elected by the holders of all stock regularly entitled to vote shall fill the vacancies caused by such termination.

UNITIL ENERGY SYSTEMS, INC.  
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8. So long as any shares of any series of the Cumulative Preferred Stock are outstanding, the Company shall not, except upon the affirmative vote at a meeting called for that purpose of the holders of at least two-thirds (2/3) of the shares of all series of the Cumulative Preferred Stock then issued and outstanding, voting as a single class:

(a) Authorize any shares of preferred stocks in addition to the fifteen thousand (15,000) shares of Cumulative Preferred Stock initially authorized or any securities convertible into such additional shares of preferred stocks, unless such additional shares or such securities are to be issued for the purpose of refunding all shares of the Cumulative Preferred Stock then outstanding; or

(b) Make any other change in the provisions relative to the Cumulative Preferred Stock which would change the express terms and provisions of such stock in any manner substantially prejudicial to the holders thereof, except that, if such change is prejudicial to less than all series thereof, only the affirmative vote of the holders of the series so affected shall be required; provided that, in any event, the Cumulative Preferred Stock shall be entitled to cumulative dividends at the rate or rates designated in the series then outstanding, and to payment, in case of redemption, liquidation, dissolution or winding up of affairs of the Company, upon the terms and at the prices herein provided; or

(c) Merge into or consolidate with any other corporation unless such merger or consolidation shall have been approved by the New Hampshire Public Utilities Commission or other regulatory authority having jurisdiction in the premises, and unless the Company shall itself be the successor corporation and the successor corporation shall agree to abide by all the terms and conditions of the Cumulative Preferred Stock.

9. So long as any shares of any series of the Cumulative Preferred Stock are outstanding, the Company shall not, except upon the affirmative vote at a meeting called for that purpose of the holders of a majority of the shares of all series of the Cumulative Preferred Stock then issued and outstanding, voting as a single class: issue any shares of the Cumulative Preferred Stock other than such of the fifteen thousand (15,000) shares of the Cumulative Preferred Stock as may be initially issued, or any shares of any other preferred stocks ranking as to dividends or assets on a parity with the Cumulative Preferred Stock, and authorized pursuant to subdivision 8(a), or any securities convertible into shares of such preferred stocks, unless (i) such issue is for the purpose of the refunding of preferred stocks then outstanding and the par value thereof is in an amount not in excess of the par value of the securities so to be refunded and the shares issued are the only shares on a parity therewith; or (ii) the net income of the Company for the period of twelve consecutive calendar months within the next preceding fifteen months shall have been at least 2 times the aggregate annual dividend requirements on the entire amount then to be outstanding of Cumulative Preferred Stock and of stock ranking as to dividends prior or equal thereto, and the net income of the Company, for a similar period (after adding back interest charges on funded debt of the Company deducted in the computation) shall have been at least 1-1/2 times the sum of annual interest charges on funded debt of the Company then to be outstanding plus the aggregate annual dividend requirements on all classes of Cumulative Preferred Stock and stock ranking as to dividends prior to or equal to the Cumulative Preferred Stock then to be outstanding, and the aggregate amount of capital represented by the Common Stock and all junior stock in respect to the distribution of assets, plus the sum of the earned

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surplus and premiums on capital stock of all classes, shall not be less than the aggregate amount payable upon involuntary liquidation, dissolution or winding up of the Company on all series of Cumulative Preferred Stock then to be outstanding.

Without the consent of the holder or holders of at least two-thirds (2/3) of all series of Cumulative Preferred Stock then outstanding, each voting as a series separately, the Company shall not issue any class of stock ranking prior to the Cumulative Preferred Stock.

The net income of the Company for any period of twelve consecutive calendar months shall be determined for the purpose of this subdivision 9 in accordance with such system of accounts as may be prescribed by the New Hampshire Public Utilities Commission or any successor regulatory commission or agency of The State of New Hampshire having the same or similar jurisdiction over accounts, or, in the absence thereof, in accordance with sound accounting practice.

10. No holder of shares of stock of any class of the Company, whether now or hereafter authorized, shall have any preemptive or preferential rights of subscription or purchase in respect of any shares of Cumulative Preferred Stock or of warrants carrying rights to Cumulative Preferred Stock, or securities convertible into Cumulative Preferred Stock, whether now or hereafter authorized, and whether issued for cash, property, services or otherwise, but any and all such shares of Cumulative Preferred Stock of any class or series or warrants carrying rights to Cumulative Preferred Stock or securities convertible into Cumulative Preferred Stock, may, in the discretion of the Board of Directors, be offered and sold to the holders of any one or more classes of stock of the Company to the exclusion of any other class or classes, or may be issued and disposed of from time to time in such manner and at such price or prices not less than par and to such persons, whether stockholders or not, and for such Company purposes, as may be determined by the Board of Directors and without first being offered to stockholders. In any pro rata offering to the holders of Common Stock of the Company of Common Stock or warrants representing rights to subscribe to Common Stock or of securities convertible into Common Stock, no right shall be issued, unless specifically authorized by the Board of Directors, to any holder of Common Stock to less than a whole share of Common Stock or to less than the smallest unit or denomination of a security convertible into Common Stock, but in lieu thereof each such holder affected shall be entitled to receive, as determined by the Board of Directors, either (i) the equivalent value, if any, in cash which said right would have had, as determined by the Board of Directors, or (ii) sufficient subscription rights to entitle said holder to subscribe for one whole share of Common Stock or the smallest unit or denomination of a security convertible into Common Stock.

11. The initial series of the Cumulative Preferred Stock shall consist of five thousand (5,000) shares of Cumulative Preferred Stock, 8.70% Series, \$100 par value; for which the annual dividend rate is fixed at 8.70%. In the event of any voluntary liquidation, dissolution, or winding up of the affairs of the Company, or upon any redemption and retirement of the whole or any part of the Cumulative Preferred Stock, 8.70% Series, there shall be no premium. The Company shall annually offer on December 15 of each year, commencing in 1974, to purchase on the next January 15 not less than 150 shares thereof, on a pro rata basis, at \$100 per share plus accrued dividends.

UNITIL ENERGY SYSTEMS, INC.  
(formerly, CONCORD ELECTRIC COMPANY)

12. The second series of the Cumulative Preferred Stock shall consist of 3,331 shares of Cumulative Preferred Stock, 8.75% Series, \$100 par value, for which the annual dividend rate is fixed at 8.75%. In the event of any voluntary liquidation, dissolution, or winding up of the affairs of the Company, or upon any redemption and retirement of the whole or any part of the Cumulative Preferred Stock, 8.75% Series, there shall be no premium.

13. The third series of the Cumulative Preferred Stock shall consist of 3,853 shares of Cumulative Preferred Stock, 8.25% Series, \$100 par value, for which the annual dividend rate is fixed at 8.25%. In the event of any voluntary liquidation, dissolution, or winding up of the affairs of the Company, or upon any redemption and retirement of the whole or any part of the Cumulative Preferred Stock, 8.25% Series, there shall be no premium.

ARTICLE III

The name of the Company's registered agent is Sandra L. Whitney, Secretary, Unitil Energy Systems, Inc., and the address of the Company's registered office is 6 Liberty Lane West, Hampton, New Hampshire 03842-1720.

ARTICLE IV

The capital stock of the Company will be sold or offered for sale within the meaning of RSA 421-B (Uniform Securities Act).

ARTICLE V

Shareholder action may be taken in lieu of meetings, without prior notice and without a vote, by written consent of the holders of the outstanding shares of capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, in accordance with the provisions of RSA 293-A:7.04(II).

ARTICLE VI

To the maximum extent permitted by law, the directors and officers of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director or an officer, except with respect to (a) the amount of a financial benefit received by the director or officer to which he is not entitled, (b) an intentional infliction of harm on the corporation or the shareholders, (c) a violation of RSA 293-A:8.33, or (d) an intentional violation of criminal law.

BY-LAWS  
OF  
UNITIL ENERGY SYSTEMS, INC.

ARTICLE I \* \* \* STOCKHOLDERS' MEETINGS

The annual meeting of the stockholders of Unitil Energy Systems, Inc. shall be held on the fourth Thursday in March of each year; and special meetings of the stockholders shall be held whenever the President or a majority of the Board of Directors, in their discretion, shall order the same, or whenever one or more stockholders, holding in the aggregate not less than one-tenth (1/10) of the capital stock of the Corporation entitled to vote at such meeting, shall so request the Secretary in writing, which writing shall indicate the purposes for which said meeting is to be called.

All such meetings, both annual and special, may be held at such time and in such place within or without The State of New Hampshire as the call therefor shall specify, and notice of every such meeting shall be given to each stockholder of record entitled to vote at the meeting by mailing a notice not less than ten (10) nor more than fifty (50) days before the day named for the meeting. Notices of all meetings of stockholders shall state the purposes for which the meetings are called.

In the event of the annual meeting, by mistake or otherwise, not being called and held as herein provided, a special meeting of the stockholders may be called and held in lieu of and for the purposes of the annual meeting. Any such special meeting may be called in the same manner as other special meetings or as provided by statute, Any election had or business done at any special meeting shall be as valid and effectual as of had or done at a meeting called as an annual meeting and duly held on said date.

At any meeting, the holders of record of a majority of the shares entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum, but less than a quorum may adjourn the meeting, either sine die or to a date certain.

At any meeting, each stockholder of the Corporation entitled to vote at such meeting shall have one vote in person or by proxy for each share of stock having voting rights registered in his name on the books of the Corporation. A stockholder may vote through a proxy authorized by a written instrument signed by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

Effective: December 2, 2002

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ARTICLE II \* \* \* BOARD OF DIRECTORS

The property, business and affairs of the Corporation shall be managed by a Board of not less than nine (9) nor more than fifteen (15) Directors, and they are hereby vested in such management with all the powers which the Corporation itself possess so far as such delegation of power is not incompatible with the provisions of these By-Laws or the statutes of The State of New Hampshire. No Director need be a stockholder of the Corporation.

The number of Directors shall be fixed within the limits provided in the immediately preceding paragraph by the Board of Directors. The Directors of this Corporation shall be elected by ballot at the annual meeting of the stockholders of the Corporation, or special meeting held in lieu thereof. The Directors shall hold their office for one year from the date hereinbefore fixed for the annual meeting and until their successors are elected and qualified.

Any vacancy occurring in the Board of Directors from the death, resignation, removal, disqualification or inability to act of any Director, or from any other cause, may be filled for the unexpired term by a majority vote of the remaining Directors, though said remaining Directors may be less than a quorum.

The Directors may appoint and remove at pleasure such subordinate officers and employees as may seem to them wise.

They shall have access to the books, vouchers and funds of the Corporation; shall determine upon the forms of certificates of stock and of the corporate seal; shall fix all salaries and fees; may fill all vacancies that may occur at any time during the year in any office; and shall declare dividends from time to time as they may deem best.

Meetings of the Board of Directors may be held at any time and place within The State of New Hampshire or elsewhere within the United States on notice of the Secretary, who may and on request of the President or any two Directors shall call any such meeting, twenty-five hours notice thereof being given. Any such meeting, however, and all business transacted thereat, shall be legal and valid without notice if all the members of the Board are present in person or participating therein, or if the members who are absent waive notice by a signed written instrument filed with the records of the meeting or assent in writing to the action taken or to be taken.

A majority of the Board of Directors shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. When a quorum is present at or participating in any meeting, a majority of the members in attendance thereat or participating therein shall decide any question brought before such meeting, unless otherwise required by statute, the Articles of

Incorporation or these By-Laws.

Members of the Board of Directors shall be entitled to such reasonable compensation for their services as Directors as shall be fixed from time to time by vote of the Board of Directors and shall also be entitled to reimbursement for any reasonable expenses incurred in connection with attendance at meetings thereof. The compensation of Directors may be on such basis as shall be determined in the vote of the Board relating thereto.

Effective: December 2, 2002

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ARTICLE III \* \* \* COMMITTEES OF THE BOARD OF DIRECTORS

The Board of Directors, by vote or votes duly adopted, may appoint such committees as said Board may deem appropriate. Each committee shall consist of three (3) or more members of the Board of Directors and shall have and may exercise such powers and authority as shall be conferred or authorized by the vote(s) establishing it. The existence of any committee may be terminated, or its powers and authority modified, at any time by vote of the Board of Directors. Members of each committee shall be entitled to receive a fee for attendance at meetings thereof as shall be provided or authorized by the vote(s) establishing it, and all members of each committee shall be entitled to reimbursement for expenses incurred in connection with attendance at meetings thereof.

Each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required. Unless otherwise determined by the Board of Directors, each committee may appoint a chairman and a secretary and such other officers of the committee as it may deem advisable and may determine (a) the time and place of holding each meeting thereof, (b) the notice of meetings to be given to members and (c) all other procedural questions which may arise in connection with the work of such committee.

ARTICLE IV \* \* \* OFFICERS

The officers of the Corporation shall be a President, one or more Vice Presidents, a Treasurer, one or more Assistant Treasurers, a Secretary, a Controller and such other officers and agents as the Directors may from time to time authorize. No officer need be a stockholder of the Corporation.

All officers of the Corporation shall be elected, chosen or appointed by the Board of Directors at its first meeting after the annual meeting of stockholders, or special meeting held in lieu thereof. Each of said officers so elected, chosen or appointed shall hold his office until the first meeting of Directors after the next annual meeting of stockholders, or special meeting in lieu thereof, and until his successor shall have been chosen and qualified, or until his death, resignation or removal.

Any officer may be removed from office, with or without cause, at any time by the affirmative vote of a majority of the Board of Directors.

ARTICLE V \* \* \* PRESIDENT

The President shall be chosen from among the members of the Board of Directors. He shall be the chief executive officer of the Corporation and, subject to its Board of Directors, shall exercise general supervision of its affairs. He shall preside at all meetings of the stockholders and of the Directors when present.

The President, subject to the Board of Directors and its Chairman, shall also have charge of the business of the Corporation relating to general operation and shall perform all the duties of his office prescribed by law or by vote of the Directors.

In the absence of the President from any meeting of the stockholders or of the Directors, any Vice President shall preside thereat with like authority. In the absence of the President and all the Vice Presidents, a President pro tempore shall be chosen.

ARTICLE VI \* \* \* VICE PRESIDENTS

Any Vice President shall have, in addition to any duties and powers set forth in these By-Laws, such duties and powers as are usually incident to such office and as the Directors shall from time to time designate.

ARTICLE VII \* \* \* SECRETARY

The Secretary, who shall be sworn, shall be the Secretary of the Corporation; and shall attend all meetings of the stockholders, keep accurate records thereof and perform all other duties incident to such office.

In the absence of the Secretary from any of such meetings, a Secretary pro tempore shall be chosen.

ARTICLE VIII \* \* \* TREASURER

The Treasurer shall perform such duties as are required by statute, deemed by superior executive officers of the Corporation incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

ARTICLE IX \* \* \* ASSISTANT TREASURERS

In case of the death, absence or inability to act of the Treasurer, any Assistant Treasurer may exercise any or all of the powers of the Treasurer, subject, however, to the limitation expressed in Article VIII hereof and such further limitations as the Board of Directors may impose.

ARTICLE X \* \* \* CONTROLLER

The Controller shall direct the Corporation's accounting functions, which shall include responsibility for the preparation and filing of necessary statements and reports, and he shall have such other duties as the Directors shall from time to time designate.

ARTICLE XI \* \* \* INDEMNIFICATION

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the person's having served as, or by reason of the person's alleged acts or omissions while serving as a director, officer, employee or agent of the Corporation, or while serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement or otherwise actually and reasonably incurred by him in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, said indemnification to be to the full extent permitted by law under the circumstances, including, without limitation, by all applicable provisions of the New Hampshire Business Corporation Act ("the Act").

Any indemnification under this Article shall be made by the Corporation with respect to Directors or other persons after a determination that the person to be indemnified has met the standards of conduct set forth in the Act, such determination to be made by the Board of Directors, by majority vote of a quorum, or by other persons authorized to make such a determination under the Act.

The right of indemnification arising under this Article is adopted for the purpose of inducing persons to serve and to continue to serve the Corporation without concern that their service may expose them to personal financial harm. It shall be broadly construed, applied and implemented in light of this purpose. It shall not be exclusive of any other right to which any such person is entitled under any agreement, vote of the stockholders or the Board of Directors, statute, or as a matter of law, or otherwise, nor shall it be construed to limit or confine in any respect the power of the Board of Directors to grant indemnity pursuant to any applicable statutes or laws of The State of New Hampshire. The provisions of this Article are separable, and, if any provision or portion hereof shall for any reason be held inapplicable, illegal or ineffective, this shall not affect any other right of indemnification existing under this Article or otherwise. As used herein, the term "person: includes heirs, executors, administrators or other legal representatives. As used herein, the terms "Director" and "officer" include persons elected or appointed as officers by the Board of Directors, persons elected as Directors by the stockholders or by the Board of Directors, and persons who serve by vote or at the request of the Corporation as directors, officers or trustees of another organization in which the Corporation has any direct or indirect interest as a shareholder, creditor or otherwise.

The Corporation may purchase and maintain insurance on behalf of any person who was or is a Director, officer or employee of the Corporation or any of its subsidiaries, or who was or is serving at the request of the Corporation as a fiduciary of

any employee benefit plan of the Corporation or any subsidiary, against any liability asserted against, and incurred by, such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the Act. The obligation to indemnify and reimburse such person under this Article, if applicable, shall be reduced by the amount of any such insurance proceeds paid to such person, or the representatives or successors of such person.

#### ARTICLE XII \* \* \* CERTIFICATES OF STOCK

Each stockholder shall be entitled to a certificate representing shares of the capital stock of the Corporation owned by him, in such form as shall, in conformity to law, be prescribed from time to time by the Board of Directors. Certificates of stock shall be signed by the President and the Treasurer of the Corporation and sealed with the corporate seal. In case any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such before the certificate is issued, it may be issued by the Corporation with the same effect as if such officer had not ceased to be such at the time of its issue.

Shares of stock of the Corporation may be transferred on the books of the Corporation by the registered owner thereof or by his duly authorized attorney by assignment thereof in writing, accompanied by delivery of the certificate. No such transfer of stock, however, shall affect the right of the Corporation to pay any dividend thereon or to treat the holder of record as the holder in fact until the transfer has been recorded upon the books of the Corporation or a new certificate has been issued to the person to whom the stock has been transferred.

In case of the loss of a certificate, a duplicate may be issued upon such reasonable terms as the Board of Directors shall prescribe.

The Board of Directors may appoint one or more transfer agents and registrars and may require all certificates representing shares of the Corporation's stock to bear the signatures of any of them.

#### ARTICLE XIII \* \* \* CLOSING OF TRANSFER BOOKS

The transfer books of the Corporation may be closed for not exceeding fifteen (15) days next prior to any meeting of the stockholders, and at such other times and for such reasonable periods as may be determined by the Board of Directors.

#### ARTICLE XIV \* \* \* FIXING OF RECORD DATES

The Board of Directors may fix in advance a date not exceeding sixty (60) days prior to the date of (1) any meeting of the stockholders, (2) the payment of any dividend, (3) the making of any distribution to stockholders, (4) the last day upon which the consent or dissent of stockholders may be effectively expressed for any purpose or (5) delivery of evidences of rights or interests arising out of any issue, change, conversion or

exchange of capital stock, as a record date for the determination of the stockholders entitled (a) to notice of and to vote at any meeting and adjournments thereof, (b) to receive dividend, (c) to receive any distribution to stockholders, (d) to consent or dissent for any purpose or (e) to receive delivery of evidences or rights or interests arising out of any issue, change, conversion or exchange of capital stock, and in such case only stockholders of record on such record date shall have such rights notwithstanding any transfer of stock upon the books of the Corporation after such record date.

ARTICLE XV \* \* \* FISCAL YEAR

The fiscal year of the Corporation shall end on the 31st day of December in each year.

ARTICLE XVI \* \* \* AMENDMENTS

These By-Laws may, upon notice, be altered, amended or repealed at any meeting of the stockholders by vote of the holders of a majority or more of the stock entitled to vote at such meeting. Notwithstanding the foregoing, as provided by statute, a majority of the Board of Directors may make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by statute or by the Articles of Incorporation requires action by the stockholders.

\* \* \*