

File No. 70-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

APPLICATION-DECLARATION
ON FORM U-1
UNDER THE
PUBLIC UTILITY HOLDING COMPANY ACT OF 1935

UNITIL CORPORATION
CONCORD ELECTRIC COMPANY
EXETER & HAMPTON ELECTRIC COMPANY
FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
6 Liberty Lane West
Hampton, New Hampshire 03833

(Name of companies filing this statement and
address of principal executive offices)

UNITIL CORPORATION
6 Liberty Lane West
Hampton, New Hampshire 03833

(Name of top registered holding company parent)

Mark H. Collin
Treasurer

UNITIL CORPORATION
6 Liberty Lane West
Hampton, New Hampshire 03833

(Name and address of agent for service)

The Commission is requested to mail copies of
all orders, notices and communications to:

William S. Lamb, Esq.
LeBoeuf, Lamb, Greene & MacRae, L.L.P.
125 West 55th Street
New York, New York 10019

ITEM 1. DESCRIPTION OF PROPOSED TRANSACTIONS

Unitil Corporation, a New Hampshire corporation ("Unitil") and a registered holding company under the Public Utility Holding Company Act of 1935, as amended (the "Act"), and its wholly owned subsidiary companies, Concord Electric Company ("Concord"), Exeter & Hampton Electric Company ("Exeter") and Fitchburg Gas and Electric Light Company ("Fitchburg") (the "Subsidiaries" and, together with Unitil, the "Applicants"), hereby submits this application- declaration on Form U-1 (the "Application-Declaration") with the Securities and Exchange Commission (the "Commission") for the authorization and approval under Sections 6(a) and 7, 9(a), 10 and 12(b) of the Act and the Rules 43 and 45 thereunder with respect to the following transactions:

(a) short-term borrowing by Unitil through June 30, 2003 on a revolving basis under current and proposed unsecured facilities from certain banks up to an aggregate amount of \$25 million for a period of time through June 30, 2003;

(b) short-term borrowings by Fitchburg through June 30, 2003 pursuant to formal or informal credit lines up to \$20 million; and

(c) in connection with the continued use of the system money pool ("Money Pool") by Unitil and Concord, Exeter, Fitchburg, Unitil Power Corp., Unitil Realty Corp., Unitil Resources, Inc. and Unitil Service Corp. (collectively, the "Money Pool Participants"), pursuant to the Cash Pooling and Loan Agreement (the "Pooling Agreement") among Unitil and the Money Pool Participants dated as of February 1, 1985, as amended (attached hereto as Exhibit B-1), (i) for Fitchburg to make loans to the Money Pool Participants and incur borrowings from the Money Pool Participants, and

(ii) for Unitil and the Money Pool Participants to make loans to Fitchburg, both through June 30, 2003.

By order dated June 30, 1997, the Applicants are currently authorized to make unsecured short-term borrowings and to operate under the Money Pool, as more fully described in the joint application-declaration on Form U-1, as amended, in File No. 70-9053, and the Commission's order with respect thereto (HCAR No. 35-26737). Pursuant to Rule 52 under the Act, the continued operation of the Money Pool does not require further Commission approval.

The proposed transactions may be subject to Rules 53 and 54 under the Act. Neither Unitil nor any subsidiary thereof presently has, or as a consequence of the proposed transactions will have, an interest in any exempt wholesale generator ("EWG") or foreign utility company ("FUCO"), as those terms are defined in Sections 32 and 33 of the Act, respectively. None of the proceeds from the proposed transactions will be used to acquire any securities of, or any interest in, an EWG or FUCO. Moreover, neither Unitil nor any of the Subsidiaries is, or as a consequence of the proposed transactions will become, a party to, and such entities do not and will not have any rights under, a service, sales or construction contract with any affiliated EWGs or FUCOs except in accordance with the rules and regulations promulgated by the Commission with respect thereto. Consequently, all applicable requirements of Rule 53(a)-(c) under the Act are satisfied as required by Rule 54 under the Act.

A. Bank Borrowing by Unitil

In this Application-Declaration, Unitil seeks to extend the authorization through June 30, 2003 for its short-term bank borrowing arrangements, as described herein.

As of February 17, 2000, Unitil had three unsecured lines of credit: an \$8 million unsecured line of credit from BankBoston (attached hereto as Exhibit B-2); an \$8 million unsecured line of credit from Fleet Bank - New Hampshire (attached hereto as Exhibit B-3); and a \$5 million unsecured line of credit from Citizens Bank New Hampshire (attached hereto as Exhibit B-4).

(i) BankBoston

The \$8 million unsecured line of credit is available to Unitil through July 29, 2000. The interest rate for borrowing under the facility shall be floating daily at the higher of (a) the rate of interest announced publicly by BankBoston as its Base Rate or (b) one half of one percent per annum above the daily Federal Funds Effective Rate published by the Federal Reserve Bank of New York in Report H-15. In addition to this line of credit, BankBoston has approved an informal money market lending arrangement for minimum amounts of \$500,000, at fixed rates out to sixty days, that is available to Unitil through July 29, 2000. This line is available to Unitil subject to the bank's continued satisfaction with the financial condition of Unitil and the Subsidiaries and to no substantive changes in monetary or governmental regulations.

(ii) Fleet Bank - New Hampshire

The \$8 million unsecured line of credit is available to Unitil through June 30, 2000. The interest rate for borrowing under the facility is equal to (a) the Base Rate (as defined below) or (b) the Money Market Rate (as defined below), as elected by Unitil. This line is available to Unitil subject to the bank's continued satisfaction with the financial condition of Unitil and the Subsidiaries and to no substantive changes in monetary or governmental regulations.

(iii) Citizens Bank New Hampshire

The \$5 million unsecured line of credit is available to Unitil through August 30, 2000. The interest rate for borrowing under the facility is equal to the London Interbank Offered Rate ("LIBOR") as in effect on the date of the loan plus four-tenths of one percent per annum. This line is available to Unitil subject to the bank's continued satisfaction with the financial condition of Unitil and the Subsidiaries and to no substantive changes in monetary or governmental regulations.

The term "Base Rate," as used in the above discussion of Unitil's short-term borrowing facilities, is synonymous with the prime rate, which is the interest rate per annum from time to time announced and made effective by a bank as the Base Rate, or as the case may be, the Base, reference or other similar rate then designated by it for general commercial lending reference

purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time which serves as the basis upon which effective rates of interest are calculated for loan making reference thereto.

The term "Money Market Rate," as used in the above discussion of Unitil's short-term borrowing facilities, is the overnight or term money market facilities interest rate per annum which is communicated to Unitil by a bank.

Money Market Rates are offered by certain banks at a given point in time and will vary depending on a number of factors including: the availability of bank funds, the bank's internal cost of funding, the creditworthiness of the borrower, the term of the loan, the size of the loan and the degree of competition among banks in a market. The Money Market Rate offered by a bank is normally a lower rate with more favorable terms and conditions than its Base Rate. Under its short-term bank borrowing facilities, Unitil borrows at Money Market Rates when such rates are available and more favorable than Base Rates. Any borrowings at Money Market Rates, under current facilities proposed below, do not and will not exceed the Base Rate for unsecured loans by the same bank.

Unitil proposes to issue short-term notes pursuant to both formal and informal lines of credit with lending institutions. Unitil's current borrowing agreements, described above and attached as Exhibits B-2, B-3 and B-4 are typical of the forms of short-term notes proposed to be used by Unitil. Short-term unsecured promissory notes will be issued by Unitil to a particular lending institution prior to the first borrowing under that promissory note. Borrowings will be evidenced on a "grid" schedule, in the form attached to each promissory note and will be recorded the day that the request for borrowing is made. The bank holding the respective promissory notes will maintain the record of borrowings and repayments without the necessity of issuing additional notes. Unitil anticipates that the promissory notes used may vary from the forms described above to reflect customary terms or particular lending practices and policies of different lending institutions, but otherwise will be substantially similar.

Unitil's present and proposed short-term borrowing arrangements provide, and will provide, for borrowings at the so-called "Base Rate" or "prime rate" and are subject to prepayment at the borrower's option. The borrowing rate shall change as the base rate changes. In addition, short-term notes may provide informal borrowings at sub-prime rate or Money Market Rate which may be made available under each credit line arrangement. Money Market Rates are fixed rates. Under Unitil's current short-term borrowing arrangements, Money Market Rate borrowings are not subject to prepayment. Money Market Rate borrowings under the proposed facilities may or may not be subject to prepayment.

Borrowings under the proposed credit agreements will not exceed the shorter of the term of the particular line of credit or nine months. Short-term notes issued on a transactional basis, will be dated as of the date of issue, will have a maximum term of nine months and will bear interest at the Base or Money Market Rate, described above.

Unitil requests authority to secure both formal and informal credit lines with a number of lending institutions. Formal credit lines under the proposed facilities may be subject to

compensating balances and/or fee requirements. Compensating balance requirements will not exceed 5% of the committed credit line amount, and fees will not exceed 50 basis points times the total line of credit. Unitil may change its credit line arrangements and obtain additional formal or informal credit lines over time. The continued availability of such credit lines is subject to the continued review of the lending institutions.

Unitil requests authority to renew and extend current short-term borrowings under the existing and proposed facilities as such borrowings mature and/or secure credit lines with other lending institutions under similar conditions, to refund such short-term borrowings with other, similar short-term borrowings, to repay such short-term borrowings or to increase their amount from time to time up to an aggregate amount of \$25 million, the maximum limit approved by the Unitil Board of Directors (see Exhibit B-6). Unitil requests that the authority to undertake new short-term borrowing be granted through June 30, 2003.

Unitil expects to use the proceeds derived from short-term bank borrowings authorized by this Commission pursuant to this application/declaration for: (i) loans or advances to subsidiaries, through the Pooling Agreement, (ii) payment of indebtedness, (iii) short-term cash needs which may arise due to payment timing differences, and (iv) other general purposes.

B. Short-Term Borrowing by Fitchburg - Pooling Agreement and Other

Fitchburg requests that it be authorized by the Commission to incur short-term borrowings from any source, including the Money Pool, in an aggregate principal amount at any one time outstanding not to exceed \$20 million, which is within the maximum limit approved by its Board of Directors (see Exhibit B-5).

It is anticipated that most short-term borrowings by Fitchburg will be made pursuant to the Pooling Agreement. However, the Fitchburg board resolutions do not prohibit Fitchburg from short-term borrowing outside of the Pooling Agreement. Accordingly, Fitchburg seeks Commission authorization for short-term borrowings up to \$20 million through the Pooling Agreement and through direct borrowings from commercial banks.

Fitchburg will use the proceeds from its short-term borrowing primarily to meet working capital requirements and provide interim financing for its utility construction expenditures. In addition to construction and other physical improvements, the funds will be used for permitted debt and preferred stock sinking fund redemptions.

Any short-term borrowing from commercial banks undertaken by Fitchburg will be under terms and conditions substantially similar to the terms and conditions of the current short-term borrowing agreements between Unitil and its commercial banks described above in Section A. Fitchburg proposes to issue short-term notes pursuant to both formal and informal lines of credit with lending institutions. Short-term promissory notes are expected to be issued to a particular lending institution prior to the first borrowing under that promissory note from that lender. Borrowings will be evidenced on a so called "grid" schedule, in the form attached to each promissory note and will be recorded the day that the request for borrowing is made. The bank holding the respective promissory notes will maintain the record of borrowings and repayments without the necessity of issuing additional notes. Fitchburg anticipates that the promissory notes

used may vary from the forms described above to reflect customary terms or particular lending practices and policies of different lending institutions, but otherwise will be substantially similar.

Short-term borrowing arrangements will provide for borrowings at the so-called "Base Rate" or "prime rate" and will be subject to prepayment at the borrower's option. In addition, short-term notes may provide informal borrowings at alternate Base Rates, sub-prime rates or Money Market Rates which are to be made available under the line of credit arrangements. Money market rates are fixed rate loans and may or may not be subject to prepayment. Any borrowing at Money Market Rates will be at a rate not to exceed the prime rate for unsecured loans by the same bank.

Borrowings under credit agreements with commercial banks will not exceed the shorter of the term of the particular line of credit or nine months. Short-term notes issued on a transactional basis will be dated as of the date of issue, will have a maximum term of nine months and will bear interest at the base or money market rate described above.

Fitchburg requests authority to secure both formal and informal credit lines with a number of lending institutions. Formal credit lines may be subject to compensating balances and/or fee requirements. Compensating balance requirements will not exceed 5% of the committed credit line amount, and fees will not to exceed 50 basis points times the total line of credit. The Subsidiaries may change their credit line arrangements and obtain additional formal or informal credit lines over time.

Pursuant to the requirements of Rule 24 under the Act, Unitil and its subsidiaries have filed a quarterly report on short-term borrowings and money pool transactions as required by the Commission's order approving short-term borrowings and the Unitil Money Pool. Pro Forma Balance Sheets and Income Statements for Unitil and Fitchburg giving effect to requested maximum borrowings are attached.

C. Pooling Agreement

All the Applicants currently participate in the Money Pool pursuant to the Pooling Agreement among Unitil and the Money Pool Participants. The Pooling Agreement allows Unitil and the Money Pool Participants to invest their surplus funds and the Money Pool Participants to obtain advances (i.e., borrow funds) from the System's Money Pool. Unitil Service Corp. administers the Money Pool for Unitil and the other Money Pool Participants on an "at cost basis". This arrangement is used to : (i) provide the Money Pool Participants with funds supplied internally by Unitil and the Money Pool Participants (i.e., surplus funds) and from external sources (i.e., bank borrowings), as described below; and (ii) invest surplus funds of Unitil and the Money Pool Participants in various short-term money market instruments.

The Money Pool offers several advantages to Unitil and the Money Pool Participants, including: lower overall short-term borrowing costs; a mechanism for each Money Pool Participant to earn a higher return on interest from surplus funds; and a decreased reliance on external funding sources. Lower borrowing costs are derived from the elimination of the additional banking fees that would be required if each Money Pool Participant had to maintain its

own lines of credit and borrow on its own, and from reduction in the short-term cost of money when Unitil borrows, in the aggregate, on behalf of the Money Pool Participants, as opposed to each Money Pool Participant borrowing on its own. In addition, the Money Pool provides a mechanism for each Money Pool Participant to earn short-term interest on surplus funds that are loaned to other Money Pool Participants, at a rate normally charged by Unitil's lead bank instead of at the prevailing short-term investment rate. In addition to commercial paper, Unitil may invest surplus funds in various institutional money market funds (as defined by the Investment Company Act of 1940) or comparable interest bearing instruments which seek to obtain a high level of current income while preserving principal and liquidity. Overall, the Money Pool arrangement allows Unitil and the Money Pool Participants to effectively maximize the use of internally generated funds and, thereby, decrease the reliance on external funding sources.

In connection with the continued use of the Money Pool by Unitil and the Money Pool Participants through June 30, 2003, Fitchburg seeks approval to make loans to the other Money Pool Participants and incur borrowings from Unitil and the other Money Pool Participants, and the Applicants seek approval to make loans to Fitchburg.

ITEM 2. FEES, COMMISSIONS AND EXPENSES

The fees, commissions and expenses of the Applicants expected to be paid or incurred, directly or indirectly, in connection with the transactions described above are estimated as follows:

Legal fees	\$5,000
Miscellaneous	\$3,000
Total	\$8,000

ITEM 3. APPLICABLE STATUTORY PROVISIONS

Sections 6(b), 7, 9(a) and 12(b) of the Act, and Rules 43 and 45 thereunder, are directly applicable to this Application-Declaration.

A. Bank Lines of Credit

Each of Unitil's and its Subsidiaries bank facilities is for a period of less than nine months. However, Unitil's borrowing has in the past exceeded, and will in the future, it is anticipated, exceed, the 5% threshold required for the exemption from the requirement of Commission approval provided by Section 6(b) of the Act. Accordingly, Unitil requests that the Commission allow this declaration to become effective under Section 7 of the Act with respect to the borrowing limit authorized by Unitil Board of Directors as discussed in Item 1.A. Unitil believes this approval is vital to the interest of Unitil, its subsidiaries and its customers in order to give the financial flexibility necessary to meet the capital construction and working capital requirements of Unitil and its subsidiaries, and to allow the Unitil system to optimize any future financing(s) to permit Unitil and its subsidiaries to obtain the best terms and conditions, while increasing competition among potential lenders for such financing(s).

B. Short-Term Borrowing by Fitchburg

Fitchburg requests that this Application-Declaration be allowed to become effective under Section 7 of the Act with respect to the borrowing limit discussed in Item 1.B. above.

C. Pooling Agreement

Fitchburg requests under Sections 6(a), 7, 9(a), 10 and 12(b) of the Act and Rules 43 and 45 thereunder that it be allowed to make loans to the other Money Pool Participants and incur borrowings from Unitil and the other Money Pool Participants under the Money Pool. The Applicants request under Sections 6(a), 7, 9(a), 10 and 12(b) of the Act and Rules 43 and 45 thereunder authority to make loans to Fitchburg under the Money Pool.

ITEM 4. REGULATORY APPROVALS

The Money Pool has already been approved by the Massachusetts Department of Public Utilities and the New Hampshire Public Utilities Commission. No state or federal commission other than the Commission has jurisdiction with respect to any of the proposed transactions other than as described in this item.

ITEM 5. PROCEDURE

It is requested that the Commission issue and publish no later than March 3, 2000, the requisite notice under Rule 23 with respect to the filing of this Application-Declaration, such notice to specify a date not later than March 28, 2000 as the date after which an order granting and permitting this Application-Declaration to become effective may be entered by the Commission and that the Commission enter not later than March 29, 2000, an appropriate order granting and permitting this Application-Declaration to become effective.

No recommended decision by a hearing officer or other responsible officer of the Commission is necessary or required in this matter. The Division of Investment Management of the Commission may assist in the preparation of the Commission's decision in this matter. There should be no thirty-day waiting period between the issuance and effective date of any order issued by the Commission in this matter, and it is respectfully requested that any such order be made effective immediately upon the entry thereof.

ITEM 6. EXHIBITS AND FINANCIAL STATEMENTS

a) Exhibits

Exhibit No.	Description of Exhibit
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B-1	Cash Pooling and Loan Agreement, as amended (Filed with the Commission as Exhibit A-1 to Form U-1 File No. 70-8623 and incorporated by reference herein).

- B-2 Line of Credit and Promissory Note from BankBoston.
- B-3 Line of Credit and Promissory Note from Fleet Bank - New Hampshire.
- B-4 Line of Credit and Promissory Note from Citizens Bank New Hampshire.
- B-5 Resolutions of Fitchburg Board of Directors (Filed with the Commission as Exhibit A-4 to Form U-1 File No. 70-8066 and incorporated by reference herein).
- B-6 Resolutions of Unutil Board of Directors authorizing short-term borrowing limits (Filed as Exhibit B-6 to Form U-1 File No. 70-9053 and incorporated by reference herein).
- D-1 New Hampshire Public Utilities Commission Order No. 18,416 (Filed with the Commission as Exhibit D-3 to Form U-1 File No. 70-8066 and incorporated by reference herein).
- D-2 New Hampshire Public Utilities Commission Order No. 17,373 (Filed with the Commission as Exhibit D-4 to Form U-1 File No. 70-8066 and incorporated by reference herein).
- D-3 Massachusetts Department of Public Utilities Commission Order No. MDPU 89-66 (Filed with the Commission as Exhibit D-5 to Form U-1 File No. 70-8066 and incorporated by reference herein).
- F-1 Opinion of Counsel (To be filed by Amendment).
- F-2 "Past Tense" Opinion of Counsel (To be filed by Amendment).
- G-1 Financial Data Schedule.
- H-1 Proposed Form of Notice.

b) Financial Statements

No. ---	Description of Financial Statement -----
FS-1	Unitil Corporation and Subsidiary Companies Consolidated Actual and Pro Forma Balance Sheets and Statement of Earnings, September 30, 1999.
FS-2	Unitil Corporation and Subsidiary Companies Consolidated Actual Balance Sheets and Statement of Earnings, September 30, 1999 (Filed with the Commission with Unitil's 10-Q for the period ended September 30, 1999 and incorporated by reference herein).
FS-3	Unitil Corporation (Company Only) Actual and Pro Forma Balance Sheets and Statement of Earnings, September 30, 1999.
FS-4	Fitchburg Actual and Pro Forma Balance Sheet and Statement of Earnings, September 30, 1999.
FS-5	Concord Electric Company Balance Sheet and Statement of Earnings, September 30, 1999.
FS-6	Exeter & Hampton Electric Company Balance Sheet and Statement of Earnings, September 30, 1999.

ITEM 7. INFORMATION AS TO ENVIRONMENTAL EFFECTS

None of the matters that are the subject of this Application-Declaration involve a "major federal action" nor do they "significantly affect the quality of the human environment" as those terms are used in Section 102(2)(C) of the National Environmental Policy Act. None of the proposed transactions that are the subject of this Application-Declaration will result in changes in the operation of the Applicants that will have an impact on the environment. The Applicants are not aware of any federal agency which has prepared or is preparing an environmental impact statement with respect to the transactions proposed herein.

SIGNATURE

Pursuant to the requirements of the Public Utility Holding Company Act of 1935, the Applicants have duly caused this Application-Declaration to be signed on their behalf by the undersigned thereunto duly authorized.

Dated: February 22, 2000

UNITIL CORPORATION

By: /s/ Mark H. Collin

Name: Mark H. Collin
Title: Treasurer

July 29, 1999

Mr. Mark H. Collin
Vice President - Corporate Finance
UNITIL Corporation
6 Liberty Lane West

Hampton, NH 03842-1720

Dear Mark:

We are pleased to confirm the renewal of our unsecured Line of Credit which will be available to UNITIL Corporation through July 29, 2000. At the company's request, we have decreased the line of credit from \$13 million to \$8 million.

Any borrowings under the Line will bear interest (on a 360-day basis) floating daily at the Alternate Base Rate as in effect from time to time. For this Line of Credit, Alternate Base Rate means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time which rate per annum shall at all times be equal to the higher of:

- (a) the rate of interest announced publicly by the Bank in Boston, Massachusetts, from time to time, as the Bank's base rate; or
- (b) 1/2 of one percent per annum above the daily Federal Funds Effective Rate published by the Federal Reserve Bank of New York in Report H-15.

In addition to the Line, and for the same period ending July 29, 2000, we have approved an informal Money Market lending arrangement for UNITIL. Under this arrangement we will entertain Money Market loan requests for minimum amounts of \$500,000 at fixed rates out to sixty (60) days. Under no circumstances will the prepayment of fixed rate loans be permitted. Money Market loans may be renewed at rates as offered on their various maturities. At no time may the combination of Alternate Base Rate loans and loans under the Money Market arrangement exceed \$8 million.

Please be aware that the Money Market arrangement is not a commitment to lend, and from time to time, the Bank may choose not to quote a Money Market Rate for any or all maturities.

In consideration for the availability of this Line of Credit, we will charge, on a quarterly in arrears basis, a facility fee of 37.5 basis points times the Line amount. Under separate cover, we will be forwarding to you a revised fee schedule showing the amount owed and the date on which the Bank will debit UNITIL's deposit account for the fee. As is normally the case, this Line of Credit is available subject to our continued satisfaction with the financial condition of UNITIL Corporation and its subsidiaries and to no substantive changes in monetary or governmental regulations. Upon your advice by telephone from time to time, we will lend you the agreed amount at our quoted rate of interest by crediting such amount to your designated account with us.

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Borrowings will be evidenced by a Promissory Note in the form attached hereto. Each borrowing and the corresponding information will be recorded the day of the telephone call. Our corresponding advices of credit and debit will be additional evidence of borrowings in the format described above, and you agree that absent manifest error, this record shall be conclusive and binding.

This letter and the Promissory Note evidence your promise to pay all such borrowings with interest on their respective maturity dates. Payment of the principal amount of and interest on such borrowings shall be effected by debiting the appropriate account with us on that day.

If the foregoing satisfactorily sets forth the terms and conditions of this lending arrangement, please indicate your acceptance thereof by executing and returning the attached copy of this letter and the attached Promissory Note.

We are pleased to provide this Line of Credit and look forward to the ongoing development of our relationship.

Sincerely,

BankBoston, N.A.

By: /s/ Virginia Ryan

Virginia Ryan
Vice President
Energy & Utilities Division

UNITIL Corporation

By: /s/ Anthony J. Baratta, Jr.

Duly Authorized Officer

Dated: July 28, 1999

Name: Anthony J. Baratta, Jr.

Title: Sr. Vice President and Chief
Financial Officer

UNITIL CORPORATION

PROMISSORY NOTE

Boston, Massachusetts
July 29, 1999

\$8,000,000

FOR VALUE RECEIVED, the undersigned hereby promises to pay to the order of BANKBOSTON, N.A. (the "Bank"), at the head office of the Bank in Boston, Massachusetts, the aggregate principal amount of all loans made by the bank to the undersigned pursuant to the Letter Agreement, between the bank and the undersigned dated July 29, 1999 as shown in the schedule attached hereto (the "Note Schedule"), together with interest on each loan from the date such loan is made until the maturity thereof at the applicable rate set forth in the Note Schedule. The principal amount of each loan shall be payable on the maturity date of such loan as indicated in the Note Schedule, and in any event, the aggregate outstanding principal amount of all loans hereunder shall be due and payable on July 29, 2000. Interest on the principal amount of each loan shall be payable in arrears on the same day as the principal amount is due.

Any borrowings under the line will bear interest (on a 360-day basis) floating daily at the Alternate Base Rate as in effect from time to time. For this Line of Credit, Alternate Base Rate means, for any period, a fluctuating interest rate per annum as shall be in effect from time to time which rate per annum shall at all times be equal to the higher of: (i) the rate of interest announced publicly by the Bank in Boston, Massachusetts, from time to time, as the Bank's base rate; or (ii) 1/2 of one percent per annum above the daily Federal Funds Effective Rate published by the Federal Reserve Bank of New York in Report H-15. All payments shall be made in lawful currency of the United States of America in immediately available funds.

Overdue payments of the principal of any loan (whether at stated maturity, by acceleration or otherwise), and, to the extent permitted by law, overdue interest, shall bear interest, payable on demand and compounded monthly, at a rate per annum equal to two percent above the Alternate Base Rate.

If any of the following events of default shall occur ("Defaults"): (a) default in the payment or performance of any of the Obligations or of any obligations of the Obligor or its subsidiaries to others for borrowed money or in respect of any extension of credit or accommodation in excess of \$500,000 which shall continue uncured for any applicable grace period; (b) failure of any material representation or warranty, statement or information in any documents or financial statements delivered to the Bank for the purpose of inducing it to make or maintain any loan under this Note to be true and correct; (c) failure of the undersigned to file any tax return, or to pay or remit any tax, when due, except for taxes which UNITIL Corporation is actively disputing and as to which UNITIL Corporation is maintaining adequate reserves in accordance with Generally Accepted Accounting Principles; (d) failure to furnish the holder promptly on request with financial information about or to permit reasonable inspection by the holder of books, records and properties of the Obligor; (e) the Obligor or its subsidiaries generally not paying its debts as they become due; (f) dissolution, termination of existence, insolvency, business failure, appointment of a receiver or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy of insolvency laws by or against, the Obligor or its subsidiaries (g) change in

the condition or affairs (financial or otherwise) of the Obligor or its subsidiaries which in the opinion of the holder will impair its security or increase its risk; then immediately and automatically with respect to any Defaults set forth in clauses (e) and (f) above, and thereupon or at any time thereafter with respect to each other Default (such Default not having been previously cured), at the option of the holder, all Obligations of the undersigned shall become immediately due and payable without notice or demand.

The Obligor waives presentment, demand, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence under this Note. As used herein "Obligor" means any person primarily or secondarily liable hereunder or in respect hereto; "Obligation" means any obligation hereunder or otherwise of any Obligor to the holder whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and "holder" means the payee or any endorsee of this Note who is in possession of it, or the bearer hereof if this Note is at the time payable to the bearer.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right shall be effective unless in writing and signed by the holder nor shall a waiver on one occasion be construed as a bar to or waiver of any such right or any future occasion.

The undersigned will pay on demand all costs of collection and attorneys' fees paid or incurred by the holder in enforcing the Obligations of the Obligor.

Upon any advance under this Note, the Obligor is immediately required to provide an executed copy of the Note including the date of the advance, the principal amount of the advance, the maturity date, and the interest rate.

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts.

UNITIL Corporation

By: /s/ Anthony J. Baratta, Jr.

Name: Anthony J. Baratta, Jr.

Title: Sr. Vice President and Chief Financial

Date: July 29, 1999 Officer

UNITIL Corporation

By: /s/ Mark H. Collin

Name: Mark H. Collin

Title: Treasurer

Date: July 29, 1999

July 1, 1999

Mr. Mark Collin, Vice President
Unitil Corp.
6 Liberty Lane West
Hampton, NH 03842-1720

Dear Mark:

We are pleased to advise you that Fleet Bank-NH (the "Bank") has renewed the \$8,000,000.00 Line of Credit for Unitil Corporation subject to the Bank's periodic review. This Line of Credit will continue to be subject to the terms and conditions of the Letter Agreement and Demand Note dated July 14, 1998. Unless renewed, this line will expire on June 30, 2000.

Advances hereunder or renewal hereof will be made only if in the opinion of the Bank there has been no material change of circumstances and if there exists no default under any loan documentation executed by you.

We have enjoyed working with you this past year and look forward to meeting the company's financial needs in the future. Please call if you have any questions or concerns.

Sincerely,

/s/ Kenneth Sheldon
Kenneth Sheldon
Vice President
Corporate Banking

LINE OF CREDIT PROMISSORY NOTE

\$8,000,000

July 30, 1998
Manchester, New Hampshire

FOR VALUE RECEIVED, UNITIL CORPORATION, a New Hampshire corporation with a principal place of business at 6 Liberty Lane West, Hampton, New Hampshire, 03842 (the "Borrower")(the Borrower and all other persons primarily or secondarily liable hereunder or in respect hereto are sometimes referred to herein as the "Obligor"), hereby promises to pay, ON DEMAND, to the order of FLEET BANK-NH, a bank incorporated under the laws of the State of New Hampshire with an office at 1155 Elm Street, Manchester, New Hampshire, 03101 (the "Bank")(the Bank and any subsequent transferee of this Note, whether taking by negotiation or otherwise, are sometimes referred to herein as the "Holder") at such place of business or such other place as may be designated hereafter by the holder hereof, the principal sum of Eight Million Dollars (\$8,000,000.00) (or so much thereof as may be advanced or readvanced by the Bank to the Borrower from time to time hereafter, such amounts defined as the "Debit Balance" below) together with interest on each such advance from the date thereof at a rate per annum equal to (a) the Base Rate or (b) the Money Market Rate, as elected by the Borrower.

This Note is being executed and delivered in accordance with the terms of a certain Letter Agreement of even date between the Borrower and the Bank (the "Letter Agreement") and the documents defined therein as the "Loan Documents".

Until such time as this Note becomes due and payable, interest shall be payable monthly in arrears commencing on that date thirty (30) days from the date hereof (or on such other date as may be agreed upon by the Borrower and the Bank to provide for a convenient payment date) and continuing on the corresponding day of each succeeding month thereafter.

The maximum principal amount outstanding under this Note shall be limited to Eight Million Dollars (\$8,000,000). Pursuant to the Letter Agreement, there shall be due and payable from the Borrower to the Bank, and the Borrower shall immediately pay to the Bank, without demand, any amount by which the Debit Balance exceeds Eight Million Dollars (\$8,000,000).

As used herein, "Base Rate" shall mean the interest rate per annum from time to time announced and made effective by the Bank as the Base Rate or, as the case may be, the Base, reference or other similar rate then designated by it for general commercial lending reference purposes, it being understood that such rate is a reference rate, not necessarily the lowest, established from time to time which serves as the basis upon which effective rates of interest are calculated for loan making reference thereto. Each time the Base Rate changes, the interest rate hereunder shall change contemporaneously with such change in

the Base Rate.

As used herein, "Money Market Rate" shall mean the overnight or term money market facilities rate per annum, which is communicated to the Borrower by the Bank in respect of an advance evidenced hereby and which is accepted by the Borrower for such advance evidenced hereby or which is so

communicated and is hereby deemed to be so accepted as a result of the Borrower's failure either to communicate its nonacceptance thereof or to repay such advance on the date when made.

All amounts outstanding under the Line which are not subject to the Money Market Rate shall bear interest at a variable annual rate equal to the Borrower's Base Rate as provided hereinabove. Notwithstanding the foregoing provisions, the Borrower may not convert existing Advances to Money Market Advances if at any time either an Event of Default or a payment Default exists under the Loan Documents. As used herein, "Money Market Advance" shall mean any amount outstanding under the Line as to which the Borrower has elected a Money Market Rate.

Interest at the Base Rate and the Money Market Rate shall be billed and payable monthly in arrears, calculated on the basis of actual days elapsed over a three hundred sixty (360) day banking year. An unused fee at the rate of one-quarter of one percent (0.25%) per annum shall apply to the daily average of unadvanced amounts under the Line (based upon the maximum amount of \$8,000,000), determined and payable quarterly in arrears through and until the Annual Review Date. All payments shall be made in lawful currency of the United States of America in immediately available funds. The Bank is authorized to charge the Borrower's deposit account(s) maintained with the Bank to effect any payment on this Note.

Notwithstanding anything herein to the contrary, in the event that the interest rate hereunder, as aforesaid, violates any applicable usury or similar statute, the interest rate shall then automatically be deemed to be the highest rate of interest then permitted.

The Borrower agrees that the Bank may make loan advances to the Borrower upon verbal authority (which, if the Bank so requires, shall be followed by written confirmation) of any officer executing this Note on behalf of the Borrower or any other officer of the Borrower who is authorized in writing to borrow money from the Bank and may deliver such advances by direct to any deposit account of the Borrower with the Bank or otherwise as may be authorized in the Letter Agreement. Notwithstanding anything to the contrary herein, the Bank may require notice of requests for loan advances as may be provided in the Letter Agreement. All such advances shall represent binding obligations of the Borrower.

The Borrower's "Debit Balance" shall mean the debit balance in an account on the books of the Bank, maintained in the form of a ledger card, computer records or otherwise in accordance with the Bank's customary practice and appropriate accounting procedures wherein there shall be recorded the principal amount of all advances made by the Bank to the Borrower, all principal amounts made by the Borrower to the Bank hereunder, and all other appropriate debits and credits (the "Loan Account"). The Bank shall render to the Borrower a statement of account with respect to the Loan Account on a monthly basis. Such statement shall indicate the Borrower's then current Debit Balance and any interest amounts due and payable from the Borrower to Bank. Such statement may be based on estimates of the principal amount outstanding and the interest rate for the applicable payment period. Any required adjustments between such estimates and actual amounts shall be reflected in subsequent statements.

The Borrower acknowledges that this Note is to evidence the Borrower's obligation to pay the Debit Balance, plus interest, as determined from time to time and that it shall continue to do so despite the occurrence of intervals when no Debit Balance exists because the Borrower has paid the previously existing Debit Balance in full.

This Note is a DEMAND OBLIGATION. At the option of the Bank, this Note shall become immediately due and payable in full, without further demand or notice, on the earlier of (i) demand by the Bank, or (ii) the occurrence of an Event of Default (as defined below).

The Holder may impose upon the Borrower a delinquency charge of five percent (5%) of the amount of interest and principal not paid on or before the tenth (10th) day after such installment is due. The entire principal balance hereof, together with accrued interest, shall upon an occurrence of an Event of Default or after maturity, whether by demand, acceleration or otherwise, bear interest at the contract rate of this Note plus an additional two percent (2.00%) per annum. The Borrower agrees to pay on demand all reasonable out-of-pocket costs of collection hereof, including reasonable attorneys' fees, whether or not any foreclosure or other action is instituted by the Holder in its discretion.

If any of the following events of default shall occur ("Event of Default"): (a) default in the payment or performance of any of the Obligations or of any obligations of any Obligor to others for borrowed money or in respect of any extension of credit or accommodation; (b) failure of any representation or warranty, statement or information in any documents or financial statements delivered to the Holder for the purpose of inducing it to make or maintain any loan under this Note to be true and correct; (c) failure of the undersigned to file any tax return, or to pay or remit any tax, when due, unless the undersigned contests the particular tax in good faith, and also maintains adequate reserves to pay such tax, if unsuccessful in its action to contest; (d) failure to furnish the Holder promptly on request with financial information about, or to permit inspection by the Holder of books, records and properties to any Obligor; (e) any Obligor generally not paying its debts as they become due; (f) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings (except for an involuntary bankruptcy petition against any Obligor to which such Obligor files a proper answer thereto pursuant to Section 303(d) of the Bankruptcy Code (11 USC 303(d)) within ten (10) days of receipt of notice of said proceeding, which answer shall include a request that petitioning creditors post adequate bond under Section 303(e)(11 USC 303(e))) under any bankruptcy or insolvency laws by or against, any Obligor; (g) a material adverse change in the condition or affairs (financial or otherwise) of any Obligor which in the opinion of the Holder will impair its security or increase its risk including but not limited to any reduction of any Obligor's tangible net worth by more than 10% from its level at the previous fiscal year end or the occurrence of operating losses for any consecutive twelve month period; then the Holder shall give written notice of such default and if such default is not cured within five business days of delivery of such notice then immediately and automatically with respect to any Defaults set forth in clauses (e) and (f) above, and thereupon or at anytime thereafter with respect to each other default (such Default not having been previously cured), at the option of the Holder, all Obligations of the Obligor shall become immediately due and payable without demand, and, if there is any collateral for the Obligations, the Holder shall then have in any jurisdiction where enforcement hereof is sought, in

addition to all other rights and remedies the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State of New Hampshire.

As used herein, "Obligation" means any obligation hereunder or otherwise of any Obligor to the holder whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

As additional collateral, the Borrower grants (1) a security interest in, or pledges, assigns and delivers, to the Holder, as appropriate, all deposits, credits and other property now or hereafter due in the Holder to such Borrower and (2) the right to set-off and apply (and a security interest in said right), from time to time hereafter and without demand or prior notice of any nature, all, or any portion, of such deposits, credits and other property, against the indebtedness evidenced by this Note, whether the other collateral, if any, is deemed adequate or not.

No delay or omission on the part of the Holder in exercising any right, privilege or remedy shall impair such right, privilege or remedy or be construed as a waiver thereof or of any other right, privilege or remedy. No waiver of any right, privilege or remedy or any amendment to this Note shall be effective unless made in writing and signed by the Holder. Under no circumstances shall an effective waiver of any right, privilege or remedy on any one occasion constitute or be construed as a bar to the exercise of or a waiver of such right, privilege or remedy on any future occasion. The acceptance by the Holder hereof of and payment after any default hereunder shall not operate to extend the time of payment of any amount then remaining unpaid hereunder or constitute a waiver of any rights of the Holder hereof under this Note.

All rights and remedies of the Holder, whether granted herein or otherwise, shall be cumulative and may be exercised singularly or concurrently, and the Holder shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of New Hampshire.

The Borrower waives, to the fullest extent permitted by law, presentment, notice, protest and all other demands and notices and assent (1) to any extension of the time of payment or any other indulgence, (2) to any substitution, exchange or release of collateral, and (3) to the release of any other person primarily or secondarily liable for the obligations evidenced hereby.

This Note and the provisions hereof shall be binding upon the Borrower and the Borrower's heirs, administrators, executors, successors, legal representatives and assigns and shall inure to the benefit of the Holder, the Holder's heirs, administrators, executors, successors, legal representatives and assigns.

This Note may not be amended, changed or modified in any respect except by a written document which has been executed by each party. This Note and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the Borrower, acting by and through its duly authorized officer, has executed this Promissory Note on this 30th day of July, 1998.

UNITIL CORPORATION

By: /s/ Michael J. Dalton

Its Duly Authorized President

By: /s/ Mark H. Collin

Mark H. Collin, Treasurer

State of New Hampshire
County of Rockingham

The foregoing instrument was acknowledged before me this 30th day of July, 1998, by Michael J. Dalton, duly authorized President of Unitil Corporation, a New Hampshire corporation, on behalf of same.

Notary Public
My Commission Expires:
Notary Seal:

State of New Hampshire
County of Rockingham

The foregoing instrument was acknowledged before me this 30th day of July, 1998, by Mark H. Collin, duly authorized Treasurer of Unitil Corporation, a New Hampshire corporation, on behalf of same.

Notary Public
My Commission Expires:
Notary Seal:

September 14, 1999

Charles J. Kershaw, Jr.
Assistant Treasurer
Unitil Corporation
6 Liberty Lane West
Hampton, NH 03842-1720

Dear Chuck:

On behalf of Citizens Bank New Hampshire, I am pleased to advise you that a \$5,000,000.00 Line of Credit available to Unitil Corporation has been approved. Outlined below is a synopsis of the primary terms and conditions:

Borrower: Unitil Corporation

Loan Amount: \$5,000,000.00

Facility Type: Revolving Line of Credit

Purpose: Working Capital and Capital Expenditures

Expiration/
Maturity: Committed through 8/30/00

Repayment: Principal and interest due on the maturity of each advance.

Interest Rate: Libor + .4% (.1% reduction) daily, weekly and on 30, 60, 90 day options

Fee: None

Collateral: Unsecured

Guarantees: None

Financial

Reporting: 1) Annual Audited Fiscal Year End Financial Results and 10K Report
2) Quarterly 10Q Report

Formula/
Advance Rate: None

Unitil Corporation
September 14, 1999

Page 2

Financial

Covenants: None

Other: Cross-defaulted with all other debt of borrower and subsidiaries.

Please be advised that the aforementioned terms and conditions represent a change in the committed dollar amount and the interest rate from the existing structure. This commitment for renewal shall be deemed accepted by the Borrower upon delivery to the Bank of the signed original of this letter. This commitment will expire at the close of business on October 10, 1999.

We appreciate the opportunity to serve your financial needs. As always, thank you for choosing Citizens Bank and should you have any questions or concerns please do not hesitate to contact me at 430-5565.

Sincerely,

/s/ Tara F. Trafaton

Tara F. Trafton
Vice President

Commercial Banking Division

Acknowledged and Accepted:

Unitil Corporation

By: /s/ Anthony J. Baratta, Jr.

Date: -----

Its Duly Authorized:
Anthony J. Baratta, Jr.
Sr. Vice President and
Chief Financial Officer

September 20, 1999

PROMISSORY NOTE

\$5,000,000.00

Portsmouth, NH
September 20, 1999

FOR VALUE RECEIVED, the undersigned UNITIL CORPORATION hereby promises to pay to the order of CITIZENS BANK NEW HAMPSHIRE (the "Bank"), at the office of the Bank in Portsmouth, New Hampshire, the aggregate principal amount of all loans made by the Bank to the undersigned pursuant to the Letter Agreement between the Bank and the undersigned dated September 20, 1999, as shown in the schedule attached hereto (the "Note Schedule"), together with interest on each loan from the date such loan is made until the maturity thereof at the applicable rate set forth in the Note Schedule. The principal amount of each loan shall be payable on the maturity date of such loan as indicated in the Note Schedule, and, in any event, the aggregate outstanding principal amount of all loans hereunder shall be due and payable on August 30, 2000. Interest on the principal amount of each loan shall be payable on the same date as the principal amount is due.

All loans under this Note will bear interest (computed on a 360 day per year basis) at the Alternate Base Rate as in effect from time to time. Alternate Base Rate means, for each loan, the London Interbank Offered Rate ("LIBOR") for the term of the loan [which must be selected by the undersigned at the time of the Loan and shall not exceed ninety (90) days] as in effect on the date of the loan plus four-tenths of one percent per annum. All payments shall be made in lawful currency of the United States of America in immediately available funds.

Principal not paid when due shall bear interest from the maturity date, payable on demand and compounded monthly, at a rate per annum equal to two percent above the Alternate Base Rate.

Any principal paid prior to its maturity date shall nevertheless bear interest at the designated rate through the maturity date which interest shall be paid as a prepayment fee on or before the maturity date.

If any of the following events of default shall occur ("Defaults"): (a) default in the payment or performance of any of the Obligations or of any obligation of the Obligor or its subsidiaries to others for borrowed money or in respect of any extension of credit or accommodation which shall continue uncured for any applicable grace period; (b) failure of any material representation or warranty, statement, or information in any documents or financial statements delivered to the Bank for the purpose of inducing it to make or maintain any loan under this Note to be true and correct; (c) failure of the undersigned to file any tax return, or to pay or remit any tax, when due, except for taxes which UNITIL Corporation is actively disputing and as to which UNITIL Corporation is maintaining adequate reserves in accordance with Generally Accepted Accounting Principles; (d) failure to furnish the holder promptly on request with financial information about or to permit reasonable inspection by the holder of books, records and properties of the Obligor; (e) the Obligor or its subsidiaries generally not paying its debts as they become due; (f) dissolution, termination of existence, insolvency, business failure,

appointment of a receiver or other custodian of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against, the Obligor or its subsidiaries; (g) change in the condition or affairs (financial or otherwise) of the Obligor or its subsidiaries which in the opinion of the holder will impair its security or increase its risk; thence immediately and automatically with respect to any Defaults set forth in clauses (e) and (f) above, and thereupon or at any time thereafter, with respect to each other Default (such Default not having been previously cured), at the option of the holder, all Obligations of the undersigned shall become immediately due and payable without notice or demand and Bank shall have no further duty to make any additional loans.

The Obligor waives presentment, demand, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement of this Note, and assents to any extension or postponement of the time of payment or any other indulgence under this Note.

As used herein "Obligor" means any person primarily or secondarily liable hereunder or in respect hereto; "Obligation" means any obligation hereunder or otherwise of any Obligor to the holder, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; and "holder" means the payee or any endorsee of this Note who is in possession of it, or the bearer hereof if this Note is at the time payable to the bearer.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. No waiver of any right shall be effective unless in writing and signed by the holder nor shall a waiver on one occasion be constructed as a bar to or waiver of any such right or any future occasion.

The undersigned will pay on demand all costs of collection and attorneys' fees paid or incurred by the holder in enforcing the Obligations of the Obligor. Upon any advance under this Note, the Obligor is immediately required to provide an executed copy of the Note including the date of the advance, the principal amount of the advance, the maturity date, and the interest rate.

This instrument shall have the effect of an instrument executed under seal and shall be governed by and construed in accordance with the laws of the State of New Hampshire.

UNITIL CORPORATION

By: /s/ Mark H. Collin

Mark H. Collin, Treasurer

By: /s/ Anthony Baratta

Anthony Baratta, Chief Financial Officer
and Sr. Vice President

SCHEDULE TO PROMISSORY NOTE

OF UNITIL CORPORATION

Date of Loan	Principal Amount of Loan	Maturity Date	Interest Rate	Date and Amount of Payment Received	Notation Made by
-----	-----	----	----	-----	-----

CITIZENS BANK NEW HAMPSHIRE

September 14, 1999

Mark H. Collin, Treasurer,
UNITIL CORP.
6 Liberty Lane West
Hampton, New Hampshire 03842

Dear Mark:

This letter agreement sets forth the terms under which Citizens Bank New Hampshire (the "Bank") will make available to UNITIL Corporation (the "Borrower") a Line of Credit for up to \$5,000,000.00 until August 30, 2000 (the "Line").

Any loan under this Line will bear interest (computed on a 360 day per year basis) at the Alternate Base Rate as in effect on the date of the particular loan. For this Line, Alternate Base Rate means, for each loan, the London Interbank Offered Rate ("LIBOR") for the term of the loan [not to exceed ninety (90) days] as in effect on the date of the loan plus four-tenths of one percent per annum.

Each loan must be not less than \$500,000.00. This Line is available subject to Bank's continued satisfaction with the financial condition of Borrower and its subsidiaries and to no substantive changes in monetary or governmental regulations. Borrower shall deliver to Bank: annual report and 10K report by April 30; and 10-Q by ninety (90) days after the close of each calendar quarter.

The Borrower shall establish and fund an account with the Bank which the Bank may debit for payments due, quarterly fees, and other amounts due. Loan advances will be made upon telephone request by officers designated in writing by Borrower and shall be deposited by Bank into the account.

Loans will be evidenced by a Promissory Note in the form attached hereto. Each loan and the corresponding information (date, amount, maturity date, and interest rate) will be recorded the date of this telephone request. Bank's corresponding advices of credit and debit will be additional evidence of loans in the format described above, and Borrower agrees that absent manifest error this record shall be conclusive and binding.

Year 2000. Borrower represents and warrants to Bank (which representation and warranty shall survive the making of the loan) that Borrower has taken all necessary action to assess, evaluate and correct all of the hardware, software, embedded microchips and other processing capabilities it uses, directly or indirectly, to ensure that it will be able to function

accurately and without interruption or ambiguity using date information before, during and after January 1, 2000. If Bank has reason to believe, based on verifiable objective information, that Borrower is or will not be in compliance with this Year 2000 representation and warranty, Bank may declare Borrower in default under this Agreement.

Borrower acknowledges that Bank has disclosed the following finance charges in connection with this loan: interest at the rate set forth above and in the Note.

If the foregoing satisfactorily sets forth the terms and conditions of this lending arrangement, please indicate your acceptance thereof by executing and returning the attached copy of this letter and the attached Promissory Note.

We are pleased to provide this Line of Credit and look forward to the ongoing development of our relationship.

Sincerely,

CITIZENS BANK NEW HAMPSHIRE

By: /s/ [Illegible]

Its: YP

AGREED AND ACCEPTED:
UNITIL CORPORATION

By: /s/ Mark H. Collin

Mark H. Collin, Treasurer

By: /s/ Anthony Baratta

Anthony Baratta, Chief Financial Officer
and Sr. Vice President

SECURITIES AND EXCHANGE COMMISSION

(Release No. 35-)

Filings Under the Public Utility Holding Company Act of 1935, as amended ("Act")

Unitil Corporation et al. (70-)

Unitil Corporation ("Unitil"), 6 Liberty Lane West, Hampton, New Hampshire, 03842-1270, a registered holding company under the Act, and its wholly owned subsidiary companies, Concord Electric Company ("Concord"), Exeter & Hampton Electric Company ("Exeter") and Fitchburg Gas and Electric Light Company ("Fitchburg") (the "Subsidiaries" and together with Unitil the "Applicants") have filed an application-declaration under Sections 6(b), 7, 9(a) and 12(b) of the Act and Rules 43 and 45 thereunder.

Unitil requests authorization for short-term borrowing on a revolving basis under current and proposed unsecured facilities from certain banks up to an aggregate amount of \$25,000,000 for a period of time through June 30, 2003.

Fitchburg requests authorization for short-term borrowings from any source, including the system money pool ("Money Pool"), in an aggregate principal amount at any one time outstanding not to exceed \$20,000,000 for a period of time through June 30, 2003.

In connection with the continued use of the Money Pool by Unitil and Concord, Exeter, Fitchburg, Unitil Power Corp., Unitil Realty Corp., Unitil Resources, Inc. and Unitil Service Corp. (collectively, the "Money Pool Participants"), pursuant to the Cash Pooling and Loan Agreement ("Pooling Agreement") among UNITIL and the Money Pool Participants dated as of February 1, 1985, as amended, Fitchburg requests authorization to make loans to the other Money Pool Participants and incur borrowings from Unitil and the other Money Pool Participants, and the Applicants request authorization to make loans to Fitchburg, both through June 30, 2003.

For the Commission, by the Division of Investment Management, pursuant to delegated authority.

UNITIL CORPORATION

CONSOLIDATED BALANCE SHEETS (000's) (A)

ASSETS:	(Unaudited) September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Utility Plant			
Electric	\$161,994		\$161,994
Gas	33,394		33,394
Common	21,890		21,890
Construction Work in Progress	2,338	22,500(E)	24,838
	-----	-----	-----
Utility Plant	219,616	22,500	242,116
Less: Accumulated Depreciation	67,376		67,376
	-----	-----	-----
Net Utility Plant	152,240	22,500	174,740
	-----	-----	-----
Current Assets:			
Cash	3,150		3,150
Accounts Receivable	15,469		15,469
Materials and Supplies	2,829		2,829
Prepayments	667		667
Accrued Revenue	5,246		5,246
	-----	-----	-----
Total Current Assets	27,361		27,361
Noncurrent Assets:			
Regulatory Assets	161,746		161,746
Prepaid Pension Costs	8,888		8,888
Debt Issuance Costs	1,367		1,367
Other Noncurrent Assets	23,668		23,668
	-----	-----	-----
Total Noncurrent Assets	195,669		195,669
	-----	-----	-----
TOTAL	\$375,270	\$22,500	\$397,770
	=====	=====	=====

UNITIL CORPORATION

CONSOLIDATED BALANCE SHEETS (000's) (A)

CAPITALIZATION AND LIABILITIES:	(Unaudited) September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Capitalization:			
Common Stock Equity	\$76,177	(\$641)(D)	\$75,536
Preferred Stock, Non-Redeemable	225		225
Preferred Stock, Redeemable	3,532		3,532
Long-term Debt, Less Current Portion	85,015		85,015
	-----	-----	-----
Total Capitalization	164,949	(641)	164,308
Current Liabilities:			
Long-term Debt, Current Portion	1,187		1,187
Capitalized Lease, Current Portion	813		813
Accounts Payable	14,777		14,777
Short-Term Debt	2,500	22,500 (F)	25,000
Dividends Declared and Payable	1,838		1,838
Refundable Customer Deposits	1,248		1,248
Taxes Refundable	(1,914)	(371)(B)	(2,285)
Interest Payable	1,378	1,012 (C)	2,390
Other Current Liabilities	4,035		4,035
	-----	-----	-----
Total Current Liabilities	25,862	23,141	49,003

Deferred Income Taxes	43,255		43,255
Noncurrent Liabilities			
Power Supply Contract Obligations	128,651		128,651
Capitalized Leases, Less Current Portion	3,820		3,820
Other Deferred Credits	8,733		8,733
Total Noncurrent Liabilities	141,204		141,204
TOTAL	\$375,270	\$22,500	\$397,770

UNITIL CORPORATION

CONSOLIDATED STATEMENTS OF EARNINGS (000's) (A)

	(Unaudited) Nine Months Ended September 30, 1999	Adjustments	Pro Formed
Operating Revenues:			
Electric	115,053		115,053
Gas	12,648		12,648
Other	145		145
Total Operating Revenues	127,846		127,846
Operating Expenses:			
Fuel and Purchased Power	75,470		75,470
Gas Purchased for Resale	6,902		6,902
Operating and Maintenance	18,683		18,683
Depreciation and Amortization	8,447		8,447
Provisions for Taxes:			
Local Property and Other	4,214		4,214
Federal and State Income	2,785	(371)(B)	2,414
Total Operating Expenses	116,501	(371)	116,130
Operating Income	11,345	371	11,716
Non-operating Expense, Net	79		79
Income Before Interest Expense	11,266	371	11,637
Interest Expense, Net	5,215	1,012 (C)	6,227
Net Income	6,051	(641)(D)	5,410
Less Dividends on Preferred Stock	201		201
Net Income Applicable to Common Stock	\$5,850	(\$641)	\$5,209

UNITIL CORPORATION

Notes to Pro Forma Consolidated Financial Statements

- (A) These statements have been pro formed to reflect an increase in Short-Term Debt to the requested borrowing limit and the corresponding impact on expenses and Net Income.
- (B) The reduction in taxes reflect the rise in interest expense which reduced income for tax purposes.
- (C) The cost of this increase in Short-Term Debt is reflected in higher interest costs for the nine month period.

- (D) Lower Net Income and Common Equity (e.g., Retained Earnings) reflects the impact of higher interest expense.
- (E) Assumes all borrowings are made to fund capital additions to plant.
- (F) Reflects the incremental increase in Short-Term Debt to reach the borrowing limit.

UNITIL CORPORATION (COMPANY ONLY)

BALANCE SHEETS (000's) (A)

ASSETS	September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Other Property and Investments			
Investment in Associate Companies	\$49,326	\$22,500(E)	\$72,326
Other Investments	3,272		3,272
	-----	-----	-----
Net Service Property	53,098	22,500	75,598
	-----	-----	-----
Current Assets:			
Cash	7,177		7,177
Due from Affiliates	1,979	1,012(B)	1,885
Refundable Taxes	171		171
	-----	-----	-----
Total Current Assets	9,327		10,339
	-----	-----	-----
Noncurrent Assets	83		83
	-----	-----	-----
	-----	-----	-----
TOTAL	\$62,508	\$23,512	\$86,020
	=====	=====	=====

UNITIL CORPORATION (COMPANY ONLY)

BALANCE SHEETS (000's) (A)

CAPITALIZATION AND LIABILITIES:	September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Capitalization:			
Common Stock Equity	\$57,125		\$57,125
	-----	-----	-----
Total Capitalization	57,125		57,125
	-----	-----	-----
Current Liabilities:			
Short-Term Debt	2,500	22,500(D)	25,000
Due to Affiliates	1,017		1,017
Dividends Declared and Payable	1,772		1,772
Interest Payable	94	1,012(B)	1,106
	-----	-----	-----
Total Current Liabilities	5,383	23,512	28,895
	-----	-----	-----
	-----	-----	-----
TOTAL	\$62,508	\$23,512	\$86,020
	=====	=====	=====

UNITIL CORPORATION (COMPANY ONLY)

STATEMENT OF EARNINGS (000's) (A)

	Nine Months Ended September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Operating Expenses:			
Operating Expenses, Other	\$79		\$79
Provisions for Taxes:			
Federal and State Income	53		53
Total Operating Expenses	132		132
	-----	-----	-----
Operating Income	(132)		(132)
Non-operating Income	5,224	1,012(B)	6,236
	-----	-----	-----
Income Before Interest Expense	5,092	1,012	6,104
Interest Expense, Net	94	1,012(C)	1,106
	-----	-----	-----
Net Income	\$4,998		\$4,998
	=====	=====	=====

UNITIL CORPORATION (Company Only)
Notes to Pro Forma Financial Statements

- (A) These statements have been proformed to reflect an increase in Short-Term Debt to the requested borrowing limit and the corresponding impact on Interest Expenses and Non-operating income.
- (B) Assumes interest costs will be billable through the Cash Pool to the client companies and will become a receivable.
- (C) The cost of this increase in Short-Term Debt is reflected in higher interest costs for the nine month period.
- (D) Reflects the incremental increase in Short-Term Debt to reach the borrowing limit.
- (E) Assumes all borrowed funds are reflected as an investment in the Cash Pool.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

CONSOLIDATED BALANCE SHEETS (000's) (A)

ASSETS	September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Utility Plant (at cost):			
Electric	\$57,431		\$57,431
Gas	33,394		33,394
Common	5,496		5,496
Construction Work in Progress	1,237	15,514(E)	16,751
	-----	-----	-----
Utility Plant	97,558	15,514	113,072
Less: Accumulated Depreciation	27,488		27,488
	-----	-----	-----
Net Utility Plant	70,070	15,514	85,584
	-----	-----	-----
Other Property and Investments	18		18
	-----	-----	-----

Current Assets:

Cash	209	209
Accounts Receivable	7,429	7,429
Due from Affiliates	560	560
Materials and Supplies (at average cost)	2,007	2,007

Prepayments	296		296
Accrued Revenue	6,551		6,551
	-----	-----	-----
Total Current Assets	17,052		17,052
Noncurrent Assets			
Regulatory Assets	161,066		161,066
Unamortized Debt Expense	392		392
Prepaid Pension Costs	3,185		3,185
Other	12,065		12,065
	-----	-----	-----
Total Noncurrent Assets	176,708		176,708
	-----	-----	-----
TOTAL	\$263,848	\$15,514	\$279,362
	=====	=====	=====

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

CONSOLIDATED BALANCE SHEETS (000's) (A)

CAPITALIZATION AND LIABILITIES	September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Capitalization:			
Common Stock Equity	38,933	(433)(D)	38,500
Preferred Stock, Redeemable	2,340		2,340
Long-term Debt, Less Current Portion	43,000		43,000
	-----	-----	-----
Total Capitalization	84,273	(433)	83,840
Current Liabilities:			
Long-term Debt, Current Portion	1,000		1,000
Capitalized Lease Obligations	172		172
Short-Term Debt	4,486	15,514 (F)	20,000
Accounts Payable	4,339		4,339
Due to Affiliate	858		858
Dividends Declared and Payable	1,063		1,063
Refundable Customer Deposits	283		283
Taxes Payable (Refundable)	(1,966)	(265)(B)	(2,231)
Interest Payable	612	698 (C)	1,310
Other Current Liabilities	644		644
	-----	-----	-----
Total Current Liabilities	11,491	15,947	27,438
Deferred Income Taxes	30,595		30,595
	-----	-----	-----
Noncurrent Liabilities:			
Power Supply Contract Obligations	129,688		129,688
Capitalized Lease Obligations	2,212		2,212
Other Noncurrent Liabilities	5,589		5,589
	-----	-----	-----
Total Noncurrent Liabilities	137,489		137,489
	-----	-----	-----
TOTAL	\$263,848	\$15,514	\$279,362
	=====	=====	=====

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
CONSOLIDATED STATEMENTS OF EARNINGS (000's) (A)

	Nine Months Ended September 30, 1999	Adjustments	Pro Formed
	-----	-----	-----
Operating Revenues:			
Electric	\$41,937		\$41,937
Gas	12,648		12,648
	-----	-----	-----
Total Operating Revenues	54,585		54,585
	-----	-----	-----
Operating Expenses:			
Fuel and Purchased Power	22,463		22,463
Gas Purchased for Resale	6,902		6,902
Operating Expenses, Other	9,777		9,777
Maintenance	1,492		1,492
Depreciation and Amortization	4,579		4,579
Provisions for Taxes:			
Federal and State Income	1,866	(265) (B)	1,601
Local Property and Other	1,182		1,182
	-----	-----	-----
Total Operating Expenses	48,261	(265)	47,996
	-----	-----	-----
Operating Income	6,324	265	6,589
Non-operating Expense	4		4
	-----	-----	-----
Income Before Interest Expense	6,320	265	6,585
Interest Expense, Net	2,701	698 (C)	3,399
	-----	-----	-----
Net Income	3,619	(\$433) (D)	3,186
Less Dividends on Preferred Stock	120		120
	-----	-----	-----
Net Income Applicable to Common Stock	\$3,499	(\$433)	\$3,066
	=====	=====	=====

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
Notes to Pro Forma Financial Statements

- (A) These statements have been pro formed to reflect an increase in Short-Term Debt to the requested borrowing limit and the corresponding impact on expenses and Net Income.
- (B) The reduction in taxes reflect the rise in interest expense which reduced income for tax purposes.
- (C) The cost of this increase in Short-Term Debt is reflected in higher interest costs for the nine month period.
- (D) Lower Net Income and Common Equity (e.g., Retained Earnings) reflects the impact of higher interest expense.
- (E) Assumes all borrowings are made to fund additions to Utility Plant.
- (F) Reflects the incremental increase in Short-Term to reach the borrowing limit.

Concord Electric Company

BALANCE SHEETS (000's)

ASSETS	September 30, 1999

Utility Plant (at original cost)	\$47,060
Less: Accumulated Depreciation	14,427

Net Utility Plant	32,633
Other Property and Investments	23

Current Assets:	
Cash	327
Accounts Receivable	3,814
Due from Affiliates	243
Materials and Supplies (at average cost)	415
Prepayments	78
Accrued Revenue	610

Total Current Assets	5,487
Noncurrent Assets:	
Debt Issuance Costs	451
Prepaid Pension Costs	2,716
Other	3,348

Total Noncurrent Assets	6,515

TOTAL	\$44,658
	=====

Concord Electric Company

BALANCE SHEETS (000's)

CAPITALIZATION AND LIABILITIES	September 30, 1999

Capitalization:	
Common Stock Equity:	\$11,992
Preferred Stock, Non-redeemable	225
Preferred Stock, Redeemable	215
Long-term Debt, Less Current Portion	16,000

Total Capitalization	28,432
Current Liabilities:	
Long-term Debt, Current Portion	
Short-Term Debt	4,135
Accounts Payable	58
Due to Affiliates	3,434
Refundable Customer Deposits	276
Dividends Declared and Payable	300
Taxes Payable	326
Interest Accrued	291
Other Current Liabilities	242

Total Current Liabilities	9,062
Noncurrent Liabilities:	
Unamortized Investment Tax Credit	125
Construction Advances	116
Other	1,197

Total Deferred Credits	1,438
Deferred Federal Income Tax	5,726

TOTAL

\$44,658

=====

Concord Electric Company

STATEMENTS OF EARNINGS (000's)

	Nine Months Ended September 30, 1999

Operating Revenues	\$35,079

Operating Expenses:	
Purchased Power	27,143
Operating Expenses, Other	2,343
Maintenance	434
Depreciation and Amortization	1,166
Provisions for Taxes:	
Local Property and Other	1,351
Federal & State Income	410

Total Operating Expense	32,847

Operating Income	2,232
Non-operating Expense	6

Income Before Interest Expense	2,226
Interest Expense, Net	1,056

Net Income	1,170
Less Dividends on Preferred Stock	24

Net Income Applicable to Common Stock	\$1,146
	=====

Exeter & Hampton Electric Company

BALANCE SHEETS (000's)

	September 30, 1999

ASSETS:	
Utility Plant (at original cost)	\$58,603
Less: Accumulated Depreciation	21,178

Net Utility Plant	37,425
Non-operating Property and Investments	1

Current Assets:	
Cash	331
Accounts Receivable	4,035
Due from Affiliates	8
Materials and Supplies	406
Prepayments	75
Accrued Revenue	899

Total Current Assets	5,754
Noncurrent Assets:	
Debt Issuance Costs	385
Prepaid Pension Costs	3,799
Other	3,372

Total Deferred Debits	7,556

TOTAL	\$50,736
	=====

Exeter & Hampton Electric Company

BALANCE SHEETS (000's)

	September 30, 1999
CAPITALIZATION AND LIABILITIES:	

Capitalization:	
Common Stock Equity	13,226
Redememable Preferred Stock	977
Long Term Debt, Less Current Portion	19,000

Total Capitalization	33,203
Current Liabilities:	
Long-term Debt, Current Portion	
Short-term Debt	4,219
Accounts Payable	100
Due to Affiliates	3,610
Dividends Declared and Payable	305
Refundable Customer Deposits	689
Taxes Payable	1
Interest Payable	408
Other Current Liabilities	192

Total Current Liabilities	9,524
Noncurrent Liabilities:	
Unamortized Investment Tax Credit	155
Construction Advances	463
Other	330

Total Noncurrent Liabilities	948
Deferred Federal Income Tax	7,061

TOTAL	\$50,736
	=====

Exeter & Hampton Electric Company

STATEMENTS OF EARNINGS (000's)

	Nine Months Ended September 30, 1999

Operating Revenues	\$38,749

Operating Expenses:	
Purchased Power	30,414
Operating Expenses, Other	2,444
Maintenance	445
Depreciation and Amortization	1,510
Provisions for Taxes:	
Local Property and Other	1,082
Federal Income	439

Total Operating Expense	36,334

Operating Income	2,415
Non-operating Expense	

Income Before Interest Expense	2,415
Interest Expense, Net	1,233

Net Income	1,182
Less Dividends on Preferred Stock	57

Net Income Applicable to Common Stock

\$1,125
=====

OPUR1

CONSOLIDATED UNITIL CORPORATION
FINANCIAL DATA SCHEDULE OPUR-1

COLUMN 1 = ACTUAL
COLUMN 2 = PRO FORMA

1,000

9-MOS		9-MOS	
DEC-31-1999	JAN-1-1999	DEC-31-1999	JAN-1-1999
SEP-30-1999	PER-BOOK	SEP-30-1999	PER-BOOK
152,240		174,740	
0		0	
27,361		27,361	
195,669		195,669	
	0		0
	375,270		397,770
	40,186		40,186
181		181	
35,810		35,169	
76,177		75,536	
3,532		3,532	
	225		225
85,015		85,015	
2,500		25,000	
0		0	
0		0	
1,187		1,187	
0		0	
3,820		3,820	
	813		813
202,001		202,642	
375,270		397,770	
127,846		127,846	
2,785		2,414	
113,716		113,716	
116,501		116,130	
11,345		11,716	
(79)		(79)	
11,266		11,637	
5,215		6,227	
	6,051		5,410
201		201	
5,850		5,209	
6,442		6,442	
4,848		4,848	
19,582		18,941	
	1.25		1.11
	1.25		1.11

OPUR1

UNITIL CORPORATION
 FINANCIAL DATA SCHEDULE OPUR-1

COLUMN 1 = ACTUAL
 COLUMN 2 = PRO FORMA

1,000

9-MOS		9-MOS	
DEC-31-1999		DEC-31-1999	
JAN-1-1999		JAN-1-1999	
SEP-30-1999		SEP-30-1999	
PER-BOOK		PER-BOOK	
	0		0
53,098	9,327	75,598	10,339
	83		83
	0		0
	62,508		86,020
	41,874		41,874
	181		181
	15,070		15,070
57,125	0	57,125	0
	0		0
	0		0
	2,500		25,000
	0		0
0	0	0	0
0	0	0	0
	0		0
	0		0
2,883	0	3,895	0
62,508	0	86,020	0
	53		53
	79		79
	132		132
	(132)		(132)
	5,224		6,236
5,092	94	6,104	1,106
	4,998		4,998
	0		0
0	0	0	0
	0		0
	6,686		6,686
	0		0
	0		0

OPUR1

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
 FINANCIAL DATA SCHEDULE OPUR-1

COLUMN 1 = ACTUAL
 COLUMN 2 = PRO FORMA

1,000

9-MOS		9-MOS	
DEC-31-1999		DEC-31-1999	
JAN-1-1999		JAN-1-1999	
SEP-30-1999		SEP-30-1999	
PER-BOOK		PER-BOOK	
70,070		85,584	
18		18	
17,052		17,052	
176,708		176,708	
	0		0
	263,848		279,362
	12,444		12,444
8,638		8,638	
17,851		17,418	
38,933		38,500	
2,340		2,340	
	0		0
43,000		43,000	
4,486		20,000	
0		0	
0		0	
1,000		1,000	
	0		0
2,212		2,212	
	172		172
171,705		172,138	
263,848		279,362	
54,585		54,585	
1,866		1,601	
46,395		46,395	
48,261		47,996	
6,324		6,589	
	(4)		(4)
6,320		6,585	
2,701		3,399	
	3,619		3,186
120		120	
3,499		3,066	
3,158		3,158	
1,666		1,666	
8,175		7,742	
	2.81		2.46
	2.81		2.46

OPUR1

CONCORD ELECTRIC COMPANY
FINANCIAL DATA SCHEDULE OPUR-1

COLUMN 1 = ACTUAL

1,000

9-MOS	DEC-31-1999	JAN-1-1999	SEP-30-1999	PER-BOOK
32,633				
23				
5,487				
6,515				
			0	
		44,658		
			1,467	
1,210				
	9,315			
11,992				
	215			
			225	
	16,000			
	4,135			
	0			
0				
0				
	0			
	0			
			0	
12,091				
44,658				
	35,079			
		410		
	32,437			
	32,847			
	2,232			
		(6)		
2,226				
	1,056			
			1,170	
	24			
1,146				
	816			
	904			
	2,046			
			8.70	
			8.70	

OPUR1

EXETER & HAMPTON ELECTRIC COMPANY
FINANCIAL DATA SCHEDULE OPUR-1

COLUMN 1 = ACTUAL

1,000

9-MOS	DEC-31-1999	JAN-1-1999	SEP-30-1999	PER-BOOK
	37,425			
	1			
	5,754			
	7,556			
			0	
		50,736		
				975
	2,167			
	10,084			
13,226				
	977			
				0
	19,000			
	4,219			
	0			
0				
0				
	0			
				0
13,314				
50,736				
	38,749			
		439		
	35,895			
	36,334			
	2,415			
				0
2,415				
	1,233			
				1,182
	57			
1,125				
	864			
	1,095			
	2,294			
				5.77
				5.77