

JOINT OWNERSHIP AGREEMENT

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

CONCORD ELECTRIC COMPANY

EXETER & HAMPTON ELECTRIC COMPANY

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

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AMENDMENT TO JOINT OWNERSHIP AGREEMENTS

This AMENDMENT made this 3RD day of MARCH, 2003 by and between Concord Electric Company, Exeter and Hampton Electric Company, Fitchburg Gas and Electric Light Company and Verizon New England Inc

WITNESSETH:

WHEREAS, Unitil Distribution Companies - Concord Electric Company and Exeter and Hampton Electric Company, and Fitchburg Gas and Electric Light Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated November 1, 1996; and

WHEREAS, the name New England Telephone and Telegraph Company has been changed to Verizon New England Inc.; and

WHEREAS, Exeter & Hampton Electric Company is merging into Concord Electric Company whose name has been changed to Unitil Energy Systems, Inc.; and

WHEREAS the name of two of the Unitil Distribution Companies – Concord Electric Company and Exeter and Hampton Electric Company has been changed to Unitil Energy Systems, Inc. while Fitchburg Gas and Electric Light Company will retain it's name ; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, effective as of the date of this amendment, the parties hereby covenant and agree as follows:

1. The joint ownership agreement between Unitil Distribution Companies - Concord Electric Company and Exeter and Hampton Electric Company, and Fitchburg Gas and Electric Light Company and New England Telephone and Telegraph Company, dated November 1, 1996 is amended as follows;
 - a. The words "New England Telephone and Telegraph Company" are replaced by "Verizon New England Inc." at each place they appear in the document.
 - b. The words "Concord Electric Company" are replaced by "Unitil Energy Systems, Inc." at each place they appear in the document.
 - c. The words "Exeter and Hampton Electric Company" are replaced by "Unitil Energy Systems, Inc." at each place they appear in the document.

IN WITNESS WHEREOF, the parties have hereinto caused these presents to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

VERIZON NEW ENGLAND INC.

By: George H. Belcher

Title: Specialist Joint Use

Date: March 14, 2003

UNITIL ENERGY SYSTEMS, INC.
FITCBURG GAS & ELECTRIC LIGHT COMPANY

By: Robert A. Conner

Title: DIRECTOR, OPERATIONS SERVICES

Date: 14 FEB 03

AGREEMENT

This AGREEMENT, made this 1st day of November, 1996, between New England Telephone and Telegraph Company, d/b/a NYNEX, a corporation organized and existing under the laws of the State of New York, having its principal office in the City of Boston, in the Commonwealth of Massachusetts, and the following Unitil Distribution Companies,

CONCORD ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Concord, in the State of new Hampshire;

EXETER & HAMPTON ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Kensington, in the State of New Hampshire;

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY, a Massachusetts corporation with a principal place of business in Fitchburg, in the Commonwealth of Massachusetts, hereinafter sometimes called "the parties".

WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint ownership of poles and anchors when and where such joint ownership will be of mutual advantage;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties do, for themselves, and their successors and assigns, mutually covenant and agree as follows:

- | | |
|--------------------------------|---|
| Scope of Agreement | <u>Article 1.</u> This Agreement shall be in effect in the areas in the State of New Hampshire and the Commonwealth of Massachusetts, in which both parties have the right to operate on the effective date hereof and thereafter. |
| Permission for Joint Ownership | <u>Article 2.</u> Each party permits the joint ownership of any of its poles and anchors now standing or hereafter erected within said areas to the extent that the poles and anchors have been or are brought under this Agreement, under the terms and conditions of this agreement and of Intercompany Operating Procedures adopted pursuant to this Agreement, except that each party reserves the right to exclude from joint ownership poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or other third parties referred to in Article 4. |
| Rights and Obligations; IOP's | <u>Article 3.</u> To carry out the purpose of this Agreement to facilitate the joint ownership of poles, the Agreement sets forth the rights and obligations of the parties with respect to such ownership, including without limitation their rights and obligations with respect to the following matters: |

- A. Allocation of ownership and allocation of space
- B. Division of costs and expenses
- C. Acquisition of Joint Ownership
- D. Construction standards
- E. Performance of work
- F. Payment and billing
- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be part of the Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in the Index attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either party given to the other. Amendments to IOP's, including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each party by a duly authorized officer of such party or by some other representative designated herein or by such officer by written notice to the other party.

Sole
Agreement

Article 4. This Agreement and the Intercompany Operating Procedures constitute the entire agreement between the parties respecting joint ownership and joint use of poles and anchors; provided, however, the parties have jointly contracted and may in the future jointly contract with community antenna TV companies and other companies for joint use or space rental of poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction
Standards

Article 5. Construction and maintenance of all poles and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal
Space

Article 6. Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

Attachments	<p><u>Article 7.</u> When temporary construction on jointly owned poles does not conform to the requirements of Article 5. and is unsafe or restrictive to one of the parties, the parties will cooperate in correcting the unsafe or restrictive conditions. Irrespective of which party may be financially responsible for the costs of any transfer or rearrangement of any attachments, each party, through its own personnel or through its agents or contractors, shall place, maintain, rearrange and transfer its own attachments.</p>
Electrical Interference	<p><u>Article 8.</u> Each party shall so construct, operate and maintain its facilities so that electrical interference with the facilities of the other is avoided or minimal and shall, at its own expense, correct any such electrical interference caused by its facilities which is more than minimal, when it occurs.</p>
Work Responsibility	<p><u>Article 9.</u> The work of installation, replacement, relocation or removal of new or existing jointly owned poles and anchors shall be divided equitably between the parties. The division of this work shall be by the establishment of maintenance areas in which one party or the other is assigned the responsibility for such work.</p>
Payment of Taxes	<p><u>Article 10.</u> Each of the parties hereto shall be liable for taxes, fees and governmental charges levied or assessed upon the jointly owned property covered by this agreement, in accordance with its ownership therein, and shall make such reports to governmental authorities as may be required for the proper listing of its said ownership and for the determination of the taxes, fees and charges thereon; but any tax, fee or charge imposed on such jointly occupied property solely because of ownership or the use thereof by one of the parties shall be paid by that party.</p>
Bills and Payment for Work	<p><u>Article 11.</u> Within 60 days after the completion by one party of work for which the other party is to be partially or wholly responsible financially, the party that did the work shall render to the other party an itemized statement of charges showing the cost of the work, and if found to be correct, the charges shall be promptly paid.</p>
Existing Rights of Other Parties	<p><u>Article 12.</u> If either of the parties hereto has, prior to the execution of the Agreement, conferred upon others, not parties to the Agreement, by contract or otherwise, rights in or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights, or privileges; it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated</p>

as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Attachments made by third parties under community antenna TV contracts or under other contracts executed by both parties to this Agreement, and fire and police signal attachments of municipalities or other public authorities, shall not be considered to be covered by this Article.

Assignment
of Rights

Article 13. Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly owned poles or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of the Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connecting with it, the use of all or any part of the space reserved hereunder for such party on any pole covered by this Agreement for the attachments used by such party, in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

Liability for
Damages

Article 14. Whenever any liability is incurred by either of the parties or both for damages resulting from injury to the employees or for damage to the property of either party, or for injuries to other persons or property, arising out of the joint use of poles, anchors or guys whether or not jointly owned, or due to the proximity of the wires and fixtures of the parties attached to jointly used poles, anchors, or guys, the liability for such damage, as between the parties hereto, shall be as follows:

A. Each party shall be liable for injuries to persons other than its own employees or for damage to property other than its own caused in whole or in part by its negligence, or by its failure to comply at any time with the specifications referred to in Article 5 of this Agreement, or by its failure to perform its obligations hereunder, when so caused without any negligence or any such failure by the other party. The party that is liable agrees to indemnify, hold harmless and defend the other party on account thereof.

B. Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend to other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of this paragraph.

C. In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.

D. Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to indemnify, save harmless and defend the party making such payment from all further liability and expense on account of such claim or in any way connected therewith.

E. Where a jointly owned pole is to be replaced or abandoned and one of the parties has removed all its construction from the old pole, it shall notify the other party thereof in writing. If the other party fails to remove its attachments from the old pole or fails to remove the old pole within sixty (60) days from the receipt of such notice, it shall become solely responsible for said pole, and shall be solely liable for injury to persons not in the employ of either of the parties hereto, or of their contractors, and for damage to property not belonging to either of the parties hereto, if such injury or damage occurs after the end of the 60 days.

Liability and
Damages Jointly
Owned but not
Jointly Used

Article 15. Whenever any liability is incurred by either party or both for damages for injuries to the employees or damage to the property of either party or for injury or damage to other persons or their property arising out of the use of poles or anchors jointly owned but not jointly used, the liability for such damages, as between the parties hereto, shall be as follows:

The Party using the poles or anchors agrees to indemnify, save harmless and defend the party not using the poles or anchors from any liability in connection therewith, except liability arising out of the negligent erection or maintenance thereof by the party claiming indemnity and liability arising out of the location thereof.

Contractors
Engaged by
Either Party

Article 16. All contractors and their employees engaged by either party to do any work in connection with jointly owned poles or attachments thereon shall, as between the parties hereto only and not for the benefit of any third party, be considered the agent of the party employing them.

Default

Article 17. Whenever either party is in default with respect to any work that is its responsibility under this Agreement and has not cured the default within 60 days after receipt of written notice thereof from the other party, the other party may have such work performed and shall be reimbursed promptly for all its costs by the defaulting party.

Term of
Agreement

Article 18. This Agreement shall take effect upon the day and year first above written and shall be in effect for an initial period of two years from the effective date and shall continue thereafter until terminated by either party by giving not less than one year's notice in writing to the other party, provided however, that the provisions of the Agreement relating to poles jointly owned shall nevertheless continue in full force and effect as to such poles until joint ownership thereof is terminated.

Waiver of
Portions of
Agreement

Article 19. The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement, or its waiver of the same in any instance or instances, shall not be construed to be a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

Ownership of
Poles, Guys and
Anchors

Article 20. Title to poles shall be determined as follows, and in each case one-half undivided interest as tenant in common shall pass from the party erecting the pole to the other party:

A. With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.

B. With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.

C. With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.

D. With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by any addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.

E. With respect to jointly owned poles that one party desires to abandon pursuant to this Agreement, title shall pass from the party terminating its interest to the remaining party upon the completion of the removal of all the attachments of the party that is terminating its ownership.

F. When a pole is removed from service and both parties have determined to abandon it, the last party to remove its attachments shall sell or otherwise dispose of the pole and for that purpose each party hereby grants to the other the right to convey its interest to any third party or parties.

G. Reference to "poles" in this Article 20 shall be considered to include both poles and anchors.

Cancellation
of Existing
Agreement

Article 21. Concord Electric Company, this Agreement dated August 1, 1979, Exeter and Hampton Electric Company, this Agreement dated January 1, 1978 and Fitchburg Gas and Electric Light Company, this Agreement dated January 31, 1917, between the parties including supplements and amendments thereto, relating to jointly owned and jointly used poles and anchors heretofore entered into between the parties to the Agreement within the territory covered by this Agreement is hereby terminated as of the effective date of this Agreement except as to liabilities already accrued and all of the poles covered under that agreement are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof.

Establishing
Joint Use

Article 22. If, in specific situations, joint ownership in accordance with the provisions of this Agreement is unattractive to one of the parties, even though joint ownership may be desirable or economical from the overall standpoint, nothing herein shall preclude the establishment of joint use on such terms or such basis (including a rental basis in lieu of joint ownership) as may be agreed upon in writing by designated representatives of the parties hereto.

Inconsistency
Between
Agreement
and IOP

Article 23. In the event of an inconsistency or disagreement between the terms of this Agreement and the provisions of any Intercompany Operating Procedures the terms of this Agreement shall govern, unless as otherwise agreed to by each party in writing.

Periodical
Review of
IOP

Article 24. The provisions of any Intercompany Operating Procedure shall be subject to review at the request of either company made in writing to the other company. In case of revision following such review, the new arrangements mutually agreed upon shall remain in effect until again revised.

Notices;
Designated
Representatives

Article 25. Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

New England Telephone and Telegraph Company
900 Elm Street
Manchester, New Hampshire 03101
Attention: Staff Manager - Joint Lines

New England Telephone and Telegraph Company
125 High Street Rm. 1406
Boston, Massachusetts 02110
Attention: Staff Manager - Joint Lines

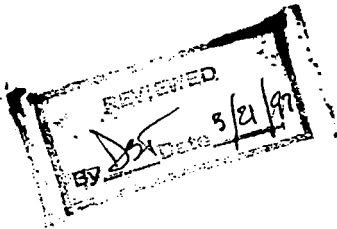
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
Attention: Stewart E. Aither

Concord Electric Company
One McGuire Street
Concord, New Hampshire 03301-4665
Attention: Eric Werner

Exeter & Hampton Electric Company
114 Drinkwater Road
Kensington, New Hampshire 03833-5602
Attention: Raymond A. Letourneau Jr.

Fitchburg Gas and Electric Light Company
285 John Fitch Highway
Fitchburg, Massachusetts 01420-5993
Attention: Dale C. Nudd

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and its corporate seal to be affixed by an officer thereunto duly authorized as of the day and year first above written.



New England Telephone and Telegraph Company d/b/a NYNEX

By *[Signature]* 5/5/97
Massachusetts and Rhode Island

By *[Signature]* 4/14/97
Northern States

Unitil Service Corp.

By *[Signature]*
Vice-President Distribution Systems

Concord Electric Company

By *[Signature]*
Vice-President and General Manager

Exeter & Hampton Electric Company

By *[Signature]*
Vice-President and General Manager

Fitchburg Gas and Electric Light Company

By *[Signature]*
Vice-President and General Manager