

UNITIL ENERGY SYSTEMS, INC.

To

U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

—————
FOURTEENTH

SUPPLEMENTAL INDENTURE

Dated as of March 2, 2010

—————
Additional Issue of Bonds
(Series P, 5.24%, due March 2, 2020)

\$15,000,000

THIS FOURTEENTH SUPPLEMENTAL INDENTURE is dated as of March 2, 2010 and entered into by and between UNITIL ENERGY SYSTEMS, INC., a corporation duly organized and existing under and by virtue of the laws of the State of New Hampshire, having its principal office and place of business in Hampton, County of Rockingham in the State of New Hampshire (hereinafter sometimes referred to as the "*Company*"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association (successor to Old Colony Trust Company), having an office and place of business in Boston, Massachusetts, as Trustee (hereinafter sometimes referred to as the "*Trustee*"), with reference to the following Recitals:

WITNESSETH:

WHEREAS, the Company heretofore duly executed and delivered to the Trustee its Indenture of Mortgage and Deed of Trust (hereinafter generally referred to as the "*Original Indenture*") and referred to, with each and every other instrument, including the Twelfth Supplemental Indenture, which amended and restated the Original Indenture in its entirety, and each subsequent instrument which the Company may execute with the Trustee and which is therein stated to be supplemental to the Original Indenture, as the "*Indenture*"), dated as of July 15, 1958, but actually executed on September 18, 1958, and recorded, among other places, in Merrimack County, New Hampshire, Registry of Deeds, Volume 832, Page 96, and in the Office of the City Clerk of the City of Concord, New Hampshire, Volume 188, Page 156 and duly recorded First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplemental Indentures thereto dated as of January 15, 1968, as of November 15, 1971, as of July 1, 1975, as of March 28, 1984, as of June 1, 1984, as of October 29, 1987, as of August 29, 1991, as of October 14, 1994, as of September 1, 1998, as of January 15, 2001, as of April 20, 2001, as of December 2, 2002 and as of September 26, 2006, respectively, to which this instrument is supplemental and in modification and confirmation thereof, whereby substantially all the properties of the Company used by it in its electric business, whether then owned or thereafter acquired, with certain exceptions and reservations fully set forth in the Indenture were given, granted, bargained, sold, warranted, pledged, assigned, transferred, mortgaged and conveyed to the Trustee, its successors and assigns, in trust upon the terms and conditions set forth therein to secure bonds of the Company issued and to be issued thereunder, and for other purposes more particularly specified therein; and

WHEREAS, on January 4, 1971 Old Colony Trust Company was merged into The First National Bank of Boston, which thereupon succeeded to the trusts under the Indenture; and

WHEREAS, effective May 1, 1996 The First National Bank of Boston resigned as trustee under the Indenture and the Company appointed State Street Bank and Trust Company ("*State Street*") as successor trustee, which accepted such appointment and thereupon succeeded to the trusts under the Indenture; and

WHEREAS, effective January 1, 2003 U.S. Bank National Association purchased substantially all of the corporate trust business of State Street including the trust herein and thereupon succeeded State Street as Trustee hereunder; and

WHEREAS, on December 2, 2002 (the “*Merger Date*”), Unital Corporation, a corporation organized under the laws of the State of New Hampshire (“*Unital*”), combined all of the operations of the Company and Exeter & Hampton Electric Company (“*Exeter*”) through the merger of Exeter into the Company pursuant to an Agreement and Plan of Merger dated as of November 26, 2002 between the Company and Exeter. On the Merger Date the Company assumed all of the obligations of Exeter under (a) Exeter’s Indenture of Mortgage and Deed of Trust dated as of December 1, 1952 (hereinafter referred to as the “*Original Exeter Indenture*”) as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Supplemental Indentures thereto dated as of January 16, 1956, as of January 15, 1960, as of June 1, 1964, as of January 15, 1968, as of November 15, 1971, as of April 1, 1974, as of December 15, 1977, as of October 28, 1987, as of August 29, 1991, as of October 14, 1994, as of September 1, 1998 and as of April 20, 2001, respectively (the Original Exeter Indenture and such supplemental indentures being sometimes collectively referred to as the “*Exeter Indenture*”), and (b) the bonds then outstanding under the Exeter Indenture (the “*Exeter Bonds*”) pursuant to a Consent and Agreement dated as of November 26, 2002 among Exeter, the Company and the holders of the Exeter Bonds and the Bonds outstanding under the Indenture; and

WHEREAS, on January 24, 2003 (i) each holder of an Exeter Bond exchanged such Exeter Bond for a bond issued by the Company under the Indenture containing substantially the same terms and provisions as such Exeter Bond, (ii) the Exeter Indenture was cancelled and discharged and (iii) the Exeter Bonds were cancelled; and

WHEREAS, there are now outstanding under the Indenture \$6,000,000 in principal amount of First Mortgage Bonds, Series I, \$10,000,000 in principal amount of First Mortgage Bonds, Series J, \$7,500,000 in principal amount of First Mortgage Bonds, Series K, \$9,000,000 in principal amount of First Mortgage Bonds, Series L, \$10,000,000 in principal amount of First Mortgage Bonds, Series M, \$7,500,000 in principal amount of First Mortgage Bonds, Series N, and \$15,000,000 in principal amount of First Mortgage Bonds, Series O and the Company proposes to issue \$15,000,000 in principal amount of additional First Mortgage Bonds of a new series designated as First Mortgage Bonds, Series P (hereinafter sometimes referred to as “*Series P Bonds*” or “*bonds of Series P*”); and

WHEREAS, all things have been done and performed which are necessary to make the Series P Bonds, when authenticated by the Trustee and issued as in the Indenture and herein provided, and to make this Fourteenth Supplemental Indenture, when executed and delivered by the Company and the Trustee, legal, valid and binding obligations of the Company;

NOW, THEREFORE, in consideration of the premises, and of the acceptance and purchase of the Series P Bonds by the holder thereof, and of other good and valuable consideration, the receipt whereof is hereby acknowledged, and in confirmation of and supplementing the Indenture and in performance of and compliance with the provisions thereof, the Company, by these presents, does give, grant, bargain, sell, warrant, pledge, assign, transfer, mortgage and convey unto the Trustee, as provided in the Indenture, and its successor or successors in the trust thereby and hereby created, and its and their assigns, all and singular, the property, and rights and interests in property, described in the Indenture and thereby conveyed, pledged, assigned,

transferred and mortgaged, or intended or required so to be (said descriptions in the Indenture being hereby made a part hereof to the same extent as if set forth herein at length), whether then or now owned or thereafter or hereafter acquired, except such of said properties or interests therein as may have been released by the Trustee or sold or disposed of in whole or in part as permitted by the provisions of the Indenture and also, but without in any way limiting the generality of the foregoing, all the rights, titles, interests, easements and properties described as acquired by the Company in **Schedule A** hereto attached and hereby made a part hereof as fully as if set forth herein at length, and all proceeds of any of the foregoing at any time conveyed, pledged, assigned, transferred, mortgaged, paid or delivered to and from time to time held by the Trustee upon the trusts of the Indenture.

SUBJECT, HOWEVER, insofar as affected hereby, to any Permitted Encumbrances as defined in Section 1.01 of the Indenture, and, as to the property specifically described in Schedule A of the Indenture and in **Schedule A** hereof, to the liens, encumbrances, reservations, restrictions, conditions, limitations, covenants, interests and exceptions, if any, set forth or referred to in the descriptions thereof contained in said Schedules, none of which substantially interferes with the free use and enjoyment by the Company of the property and rights hereinabove described for the general purposes and uses of the Company's electric business;

AND SUBJECT FURTHER, as to all hereafter-acquired property, insofar as affected thereby, to any mortgages, encumbrances or liens on such after-acquired property existing at the time of such acquisition or contemporaneously created, conforming to the provisions of Section 8.07 of the Original Indenture;

BUT SPECIFICALLY RESERVING, EXCEPTING AND EXCLUDING from this instrument, and from the grant, conveyance, mortgage, transfer and assignment herein contained, all right, title and interest of the Company, now owned or hereafter acquired in and to properties and rights of the kind specified in subclauses (a) to (d), both inclusive, of the paragraph beginning "But Specifically Reserving, Excepting and Excluding from this Indenture" of the granting clauses of the Indenture.

TO HAVE AND TO HOLD the trust estate, with all of the privileges and appurtenances thereunto belonging, unto the Trustee, its successors in the trusts of the Indenture, and its and their assigns, to its and their own use, forever;

BUT IN TRUST NEVERTHELESS, upon the terms and trusts set forth in the Indenture, for the equal *pro rata* benefit, security and protection (except as provided in Section 8.14 of the Indenture and except insofar as a sinking, improvement and analogous fund or funds, established in accordance with the provisions of the Indenture, or any indenture supplemental thereto, may afford particular security for bonds of one or more series) of the bearers and the registered owners of the bonds from time to time authenticated, issued and outstanding under the Indenture, and the bearers of the coupons appertaining thereto, without (except as aforesaid) any preference, priority or distinction whatever of any one bond over any other bond by reason of priority in the issue, sale or negotiation thereof, or otherwise;

PROVIDED, HOWEVER, and these presents are upon the condition, that, if the Company shall pay or cause to be paid the principal of and premium, if any, and interest on the bonds at the times and in the manner therein and in the Indenture provided, and shall keep, perform and observe all and singular the covenants, agreements and provisions in the bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Fourteenth Supplemental Indenture and the estate and rights hereby granted shall, pursuant to the provisions of Article XIII of the Indenture, cease, determine and be void, but otherwise shall be and remain in full force and effect.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, upon the trusts and for the purposes aforesaid, as set forth in the following covenants, agreements, conditions and provisions, viz.:

ARTICLE ONE

SERIES P BONDS

Section 1.01. There shall be and is hereby created an additional series of bonds designated as and entitled "*First Mortgage Bonds, Series P.*" Series P Bonds shall be fully registered bonds without coupons, of the denomination of \$1,000 and multiples thereof. The bonds of Series P originally issued shall be dated the date of such issue and any bonds of Series P subsequently issued shall be dated as provided in Section 2.03 of the Indenture. All Series P Bonds shall mature on March 2, 2020, and shall bear interest at the rate of five and twenty-four hundredths percent (5.24%) per annum from their respective dates, such interest to be payable semi-annually in arrears on the second day of March and September and in each year commencing the second day of September, 2010, and shall bear interest on any overdue principal (including any overdue prepayment of principal) and premium, if any, and (to the extent permitted by applicable law) on any overdue payment of interest, at the rate of 7.24% per annum. The principal of, premium, if any, and interest on bonds of Series P shall be payable at the corporate trust office of U.S. Bank National Association, in Boston, Massachusetts, St. Paul, Minnesota, or at the corporate trust office designated by the Trustee or by its successors as Trustee hereunder, in lawful money of the United States of America, *provided* that the Company may enter into a written agreement with any registered Institutional Holder of the bonds of Series P providing that payment of interest thereon and of the redemption price of any portion of the principal amount thereof (including premium, if any) which may be redeemed shall be made directly to such holder or to its nominee, as the case may be, at a duly designated place of payment within the United States, without surrender or presentation of such bonds of Series P to the Trustee, *provided* that (A) there shall have been filed with the Trustee a copy of such agreement, (B) pursuant to such agreement such holder shall agree that it will not sell, transfer or otherwise dispose of any such bond of Series P in respect of which any such payment or redemption shall have been made unless, prior to the delivery thereof by it, either (i) it shall have made a clear and accurate notation of the amount of principal so redeemed upon any such bond to be transferred, or (ii) such bond of Series P shall have been presented to the Trustee for appropriate notation thereon of the portion of the principal amount thereof redeemed, or (iii) such bond or bonds of Series P shall have been surrendered in exchange for a new bond or bonds

of Series P for the unredeemed balance of the principal amount thereof in accordance with the other terms of the Indenture and (C) in such agreement such holder shall agree that prior to receiving any final payment of the entire remaining unpaid principal amount of any Series P Bond, the holder thereof shall be required to deliver such bond to the Trustee. For purposes of this **Section 1.01**, the term “*Institutional Holder*” shall mean any insurance company, bank, savings and loan association, trust company, investment company, charitable foundation, employee benefit plan (as defined in ERISA) or other institutional investor or financial institution. The text of the Series P Bonds and of the Trustee’s Certificate with respect thereto shall be respectively substantially of the tenor and purport set forth in **Schedule B** hereto. The Series P Bonds shall be numbered in such manner or by such method as shall be satisfactory to the Trustee.

The issue of bonds of Series P hereunder is hereby limited to the \$15,000,000 in aggregate principal amount of Series P Bonds initially issued as provided in **Section 1.08** hereof and to Series P Bonds issued in exchange or substitution for outstanding Series P Bonds under the provisions of Sections 2.08, 2.10, 2.11 and 7.05 of the Indenture and **Section 1.07** hereof.

Section 1.02. As a required sinking fund for the benefit of the Series P Bonds, the Company covenants that it will, on or prior to March 2 in each year, beginning with March 2, 2018, and continuing to and including March 2, 2020, pay to the Trustee immediately available funds sufficient to redeem, at par, Series P Bonds then outstanding, in the principal amount of Five Million Dollars (\$5,000,000) (or the remaining principal amount if less than \$5,000,000 principal amount of Series P Bonds at the time remains outstanding). The payments required for the sinking fund as above provided are in this **Section 1.02** and elsewhere in this Fourteenth Supplemental Indenture referred to as “*required sinking fund payments*” and the day following the latest date on which each such payment is required to be made is herein and therein referred to as a “*required sinking fund redemption date*.” Each required sinking fund payment shall be applied to the redemption of Series P Bonds on the applicable required sinking fund redemption date.

No redemption under **Section 1.04**, **1.05** or **1.06** hereof shall affect or reduce the obligation of the Company to provide for required sinking fund redemptions under this **Section 1.02** until all Series P Bonds shall have been paid in full.

Section 1.03. The Company will give notice, by registered mail, postage prepaid, or by a reputable overnight carrier to the Trustee and to each registered owner of a bond of Series P of any required or optional payment to be made pursuant to **Section 1.02**, **Section 1.04** or **Section 1.05** hereof not more than 60, nor less than 30, days prior to the required sinking fund redemption date (or other designated date of redemption in the case of a redemption pursuant to **Section 1.04** or **Section 1.05**).

Section 1.04. In addition to the required sinking fund provided by **Section 1.02** hereof, all of the bonds of Series P, or any part of the principal amount thereof constituting One Hundred Thousand Dollars (\$100,000) or any integral multiple thereof, shall be subject to redemption, at the option of the Company, on not less than 15 days’ notice, pursuant to the provisions of Article

VII of the Indenture, and by payment of an amount equal to the Make Whole Amount, as defined below in this **Section 1.04** determined five Business Days prior to such redemption.

For purposes of this **Section 1.04**, the *Make Whole Amount* shall mean the greater of (i) the outstanding principal amount of the bonds to be redeemed, plus interest accrued thereon to the date fixed for such redemption, and (ii) the sum of (A) the aggregate present value as of the date of such redemption of each dollar of principal being redeemed (taking into account each redemption required by **Section 1.02** above) and the amount of interest (exclusive of interest accrued to the date fixed for such redemption) that would have been payable in respect of each such dollar if such redemption had not been made, determined by discounting such amounts at the Reinvestment Rate (as hereinafter defined) from the respective dates on which they would have been payable to the date of such redemption, plus (B) interest accrued on the bonds to be redeemed to the date fixed for such redemption.

For purposes of any determination of the Make Whole Amount:

“*Reinvestment Rate*” shall mean (1) the sum of 0.50%, *plus* the yield reported on page “USD” of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in the United States government Securities) at 11:00 A.M. (Eastern time) on the fifth Business Day preceding the date the Make Whole Amount becomes due and payable pursuant to the foregoing provisions of this **Section 1.04** for the United States government Securities having a maturity (rounded to the nearest month) corresponding to the remaining Weighted Average Life to Maturity of the principal of the bonds being redeemed (taking into account the application of each redemption required by **Section 1.02**) or (2) in the event that no nationally recognized trading screen reporting on-line intraday trading in the United States government Securities is available, Reinvestment Rate shall mean the sum of 0.50%, *plus* the arithmetic mean of the yields for the two columns under the heading “*Week Ending*” published on the fifth Business Day preceding the date the Make Whole Amount becomes due and payable pursuant to the foregoing provisions of this **Section 1.04** in the Statistical Release under the caption “*Treasury Constant Maturities*” for the maturity (rounded to the nearest month) corresponding to the Weighted Average Life to Maturity of the principal amount of the bonds being redeemed (taking into account each redemption required by **Section 1.02**). If no maturity exactly corresponds to such Weighted Average Life to Maturity, yields for the two published maturities most closely corresponding to such Weighted Average Life to Maturity shall be calculated pursuant to the immediately preceding sentence, and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straightline basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the Make Whole Amount shall be used.

“*Statistical Release*” shall mean the then most recently published statistical release designated “H.15(519)” or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded U.S. Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by the holders of 66-2/3% in aggregate principal amount of outstanding Series P Bonds.

“*Weighted Average Life to Maturity*” of the principal amount of the bonds being redeemed shall mean, as of the time of any determination thereof, the number of years obtained by dividing the then Remaining Dollar-Years of such principal by the aggregate amount of such principal. The term “*Remaining Dollar-Years*” of such principal shall mean the amount obtained by (i) multiplying (x) the remainder of (1) the amount of principal that would have been payable on each scheduled redemption date under **Section 1.02** hereof if the redemption pursuant to this **Section 1.04** had not been made, less (2) the amount of principal on the bonds scheduled to become payable on each such redemption date under **Section 1.02** after giving effect to the redemption pursuant to this **Section 1.04**, by (y) the number of years (calculated to the nearest one-twelfth) which will elapse between the date of determination and each such scheduled redemption date under **Section 1.02**, and (ii) totaling the products obtained in (i).

Section 1.05. Series P Bonds may be redeemed pursuant to Article XI of the Indenture (i) out of Trust Moneys required by Section 8.12 of the Indenture to be deposited with the Trustee, on any date and shall be redeemed for an amount equal to the principal amount of the bonds to be redeemed, plus interest accrued to the date of redemption; or (ii) out of Trust Moneys required by Sections 8.10, 10.03, 10.04 or 10.04A of the Indenture to be deposited with the Trustee, on any date and shall be redeemed for an amount equal to the Make Whole Amount, as defined above in **Section 1.04**.

Section 1.06. In the event that all or any part of the bonds of Series P shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, or otherwise, the registered owners of such bonds of Series P shall be entitled to be paid thereafter an amount equal to the Make Whole Amount.

Section 1.07. Bonds of Series P, upon surrender thereof at the principal corporate trust office of the Trustee in Boston, Massachusetts, St. Paul, Minnesota, or other such office designated by the Trustee, may be exchanged for the same aggregate principal amount of other fully registered bonds of this Series.

Within a reasonable time after the receipt of a request for such an exchange, the Company shall issue and the Trustee shall authenticate and deliver all bonds required in connection therewith, and the Trustee shall make such exchange upon payment to it of such charge, if any, as is required by the following paragraph.

For any exchange of bonds of Series P, the Company, at its option, may require the payment of a sum sufficient to reimburse it for any stamp or other tax or governmental charge required to be paid by the Company or the Trustee.

Section 1.08. Upon the execution of this Fourteenth Supplemental Indenture and subject to the provisions of Article III of the Indenture and upon compliance with the applicable provisions of Articles IV of the Indenture (or waiver thereof duly obtained), the Company shall execute and deliver to the Trustee, and the Trustee shall authenticate and deliver to or upon the order of the Company, bonds of Series P in the form set forth in **Schedule B** hereto in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000).

ARTICLE TWO

REDEMPTION

Section 2.01. In the case of any required sinking fund redemption pursuant to **Section 1.02** hereof, forthwith after the February 2 preceding each required sinking fund redemption date, and in the case of any proposed redemption pursuant to **Sections 1.04** or **1.05**, forthwith after the Trustee's receipt of proper notice from the Company of any such proposed redemption, the Trustee shall act in accordance with the provisions of Article VII of the Indenture.

The Company covenants that it will pay to the Trustee:

(i) on or before the day prior to each required sinking fund redemption date, the sum required by **Section 1.02** hereof,

(ii) on or before the day prior to the date proposed by the Company in a notice (which notice shall conform to the requirements of Article VII of the Indenture) of any redemption pursuant to **Section 1.04** or **1.05** hereof, the amount payable in accordance with such notice, and

(iii) at the time of each required sinking fund redemption or other redemption the Company shall pay to the Trustee the amount of the charges which shall be due the Trustee and the amount of expenses which the Trustee advises the Company it has incurred or will incur in connection with such redemption.

ARTICLE THREE

COVENANTS OF THE COMPANY

Section 3.01. The Company covenants that it will not declare or pay dividends (other than in its own common stock) or make any other distribution on shares of its common stock or apply any of its property or assets (other than amounts equal to any proceeds received from the sale of common stock of the Company) to the purchase or retirement of, or make any other distribution through reduction of capital or otherwise, in respect of, any shares of its common stock if, after giving effect to such distribution, the aggregate of all such distributions declared, paid, made or applied subsequent to December 31, 2008, plus the amount of all dividends declared or accrued on any class of preferred stock of the Company subsequent to December 31, 2008, and any amounts charged to net income after December 31, 2008 in connection with the purchase or retirement of any shares of preferred stock of the Company would exceed an amount equal to net income of the Company available for dividends after December 31, 2008, plus the sum of \$26,300,000.

The term "*net income*", as applied to any period shall mean the net income (or deficit) of the Company for such period properly transferable to its earned surplus, all computed, if a

uniform system of accounts is prescribed by any commission or other governmental body having jurisdiction in the premises, in accordance with such uniform system; otherwise in accordance with accepted accounting practice, and in any event by deducting from the aggregate gross revenues of the Company for such period all expenses required to be deducted in computing earnings available for interest charges for such period in accordance with Section 4.02B of the Indenture, and also by deducting all interest requirements, taxes, amortization of debt discount and expense and other deferred charges, and all other non-operating expenses for such period.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. The Company covenants that, except as to that part of the trust estate which may hereafter be acquired by it, it is now well seized of the physical properties by it hereby mortgaged or intended so to be and has good right, full power, and lawful authority to make this Fourteenth Supplemental Indenture and to subject such physical properties to the lien of the Indenture as hereby supplemented; and that, subject to the provisions of the Indenture as hereby supplemented, it has and will preserve good and indefeasible title to all such physical properties and will warrant and forever defend the same to the Trustee against the claims of all persons whomsoever.

Section 4.02. The use of terms and the construction of the provisions hereof shall be in accordance with the definitions, uses and constructions contained in the Indenture as hereby supplemented.

Section 4.03. The Trustee shall be entitled to, may exercise and shall be protected by, where and to the full extent that the same are applicable, with respect to the Series P Bonds herein provided for, all the rights, powers, privileges, immunities and exemptions provided in the Indenture as if the provisions concerning the same were incorporated herein at length. The recitals and statements in this Fourteenth Supplemental Indenture and in the Series P Bonds (other than the Trustee's Certificate attached thereto) shall be taken as statements by the Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Trustee, nor shall the Trustee be held responsible for the legality or validity of this Fourteenth Supplemental Indenture or of the Series P Bonds, and the Trustee makes no covenant or representation, and shall not be responsible, as to and for the effect, authorization, execution, delivery or recording of this Fourteenth Supplemental Indenture. The Trustee shall not be taken impliedly to waive by this Fourteenth Supplemental Indenture any right it would otherwise have. As provided in the Indenture, this Fourteenth Supplemental Indenture shall hereafter form a part of the Indenture.

The remedies and provisions of the Indenture applicable in case of any default by the Company thereunder are hereby adopted and made applicable in case of any default with respect to the properties included herein and, without limitation of the generality of the foregoing, there are hereby conferred upon the Trustee the same powers of sale and other powers over the properties described herein as are expressly to be conferred by the Indenture.

Section 4.04. The Series P Bonds issued under this Fourteenth Supplemental Indenture are subject to the terms of the Indenture.

Section 4.05. This Fourteenth Supplemental Indenture shall become void when the Indenture shall be void.

Section 4.06. This Fourteenth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

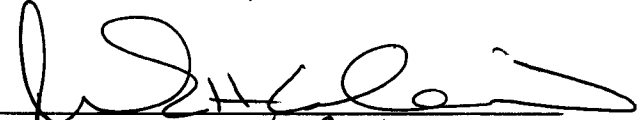
Section 4.07. The cover of this Fourteenth Supplemental Indenture and all article and descriptive headings herein are inserted for convenience only, and shall not effect any construction or interpretation hereof.

IN WITNESS WHEREOF, Unitil Energy Systems, Inc. has caused this instrument to be executed in its corporate name by its President, one of its Vice Presidents, its Treasurer or its Assistant Treasurer and its corporate seal to be hereunto affixed and to be attested by the Secretary of the Board of Directors or its Secretary, and U.S. Bank National Association, to evidence its acceptance of the trust hereby created, has caused this instrument to be executed in its corporate name, all as of the day and year first above written.

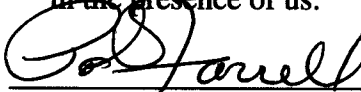
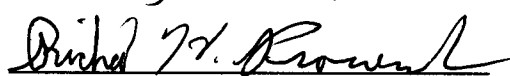
Attest:


Secretary

UNITIL ENERGY SYSTEMS, INC.

By: 
Name: Mark H. Collin
Title: Treasurer

Signed, sealed and delivered by
Unitil Energy Systems, Inc.
in the presence of us:

(Corporate Seal)

U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

By: _____
Authorized Officer

Signed and delivered by
U.S. Bank National Association
in the presence of us:

IN WITNESS WHEREOF, Unitil Energy Systems, Inc. has caused this instrument to be executed in its corporate name by its President, one of its Vice Presidents, its Treasurer or its Assistant Treasurer and its corporate seal to be hereunto affixed and to be attested by the Secretary of the Board of Directors or its Secretary, and U.S. Bank National Association, to evidence its acceptance of the trust hereby created, has caused this instrument to be executed in its corporate name, all as of the day and year first above written.

Attest:

UNITIL ENERGY SYSTEMS, INC.

Secretary

By: _____
Name: _____
Title: _____

Signed, sealed and delivered by
Unitil Energy Systems, Inc.
in the presence of us:

U.S. BANK NATIONAL ASSOCIATION, TRUSTEE

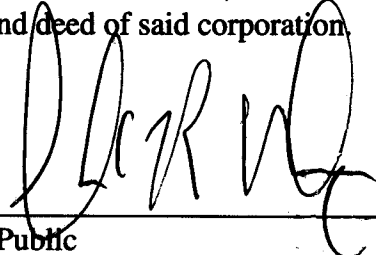
By: Karen Beach
Authorized Officer

Signed and delivered by
U.S. Bank National Association
in the presence of us:

Todd R. Di Nezzo
Carolyn D'Attono

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

On this _____ day of March, 2010, before me personally appeared Mark H. Collin, to me personally known, who, being by me duly sworn, did say that he is the Treasurer of Unitil Energy Systems, Inc., that the seal affixed to the foregoing instrument was signed and sealed by him on behalf of said corporation by authority of its Board of Directors; and the said Mark H. Collin acknowledged said instrument to be the free act and deed of said corporation.



Notary Public
My Commission Expires:
CHAD R. DIXON, Notary Public
My Commission Expires November 16, 2010

(Notarial Seal)

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this _____ day of March, 2010, before me personally appeared _____, to me personally known, who being by me duly sworn, did say that he is an authorized officer of U.S. Bank National Association, and that the foregoing instrument was signed by him on behalf of said Bank by authority of its Board of Directors; and the said _____ acknowledged said instrument to be the free act and deed of said Bank.

Notary Public
My Commission Expires:

(Notarial Seal)

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF)

On this _____ day of March, 2010, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of Unitil Energy Systems, Inc., that the seal affixed to the foregoing instrument was signed and sealed by him on behalf of said corporation by authority of its Board of Directors; and the said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

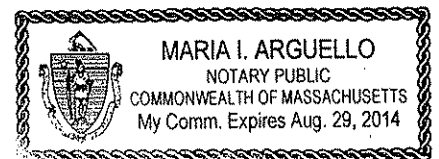
(Notarial Seal)

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this _____ day of March, 2010, before me personally appeared Karen R. Beard, to me personally known, who being by me duly sworn, did say that she is an authorized officer of U.S. Bank National Association, and that the foregoing instrument was signed by her on behalf of said Bank by authority of its Board of Directors; and the said Karen R. Beard acknowledged said instrument to be the free act and deed of said Bank.

Maria I. Arguello
Notary Public
My Commission Expires:

(Notarial Seal)



ENDORSEMENT

U.S. Bank National Association, Trustee, being the trustee under the foregoing Fourteenth Supplemental Indenture, hereby consents to the cutting of any timber standing upon any of the lands conveyed by the said Fourteenth Supplemental Indenture and to the sale of any such timber so cut as well as any personal property conveyed by said Fourteenth Supplemental Indenture to the extent, but only to the extent, that such cutting and sale is permitted under the provisions of the Indenture referred to in said Fourteenth Supplemental Indenture.

Dated: Boston, Massachusetts, _____ 2010.

U.S. BANK NATIONAL ASSOCIATION,
Trustee

By: *Karen Bance*
Authorized Officer

Signed and delivered by
U.S. Bank National Association
in the presence of us:

Todd R. DiNeys
Carolina D'Altono

UNITIL ENERGY SYSTEMS, INC.
FOURTEENTH SUPPLEMENTAL INDENTURE
SCHEDULE A

DESCRIPTION OF CERTAIN LAND AND EASEMENTS
ACQUIRED BY THE COMPANY SINCE SEPTEMBER 26, 2006
AND SUPPLEMENT TO SCHEDULE A OF THIRTEENTH
SUPPLEMENTAL INDENTURE

1. PARCELS ACQUIRED:
 - a. Land off Curtisville Road, Concord, NH from City of Concord to UNITIL Energy Systems, Inc. dated December 31, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 774.
 - b. Land from Hodges Properties, Inc. to UNITIL Energy Systems, Inc. dated February 28, 2007 and recorded with the Merrimack County Registry of Deeds on September 10, 2007 at Book 3017, Page 869.

2. EASEMENTS AND RIGHTS ACQUIRED FOR TRANSMISSION LINES:
 - a. Twenty foot by twenty foot Easement conveyed by deed of Karjen, L.L.C. to UNITIL Energy Systems, Inc. dated August 10, 2007 and recorded with the Merrimack County Registry of Deeds on August 22, 2007 at Book 3013, Page 683.
 - b. Easement conveyed by deed of Hodges Development Corporation to UNITIL Energy Systems, Inc. dated February 28, 2007 and recorded with the Merrimack County Registry of Deeds on September 10, 2007 at Book 3017, Page 873.
 - c. Utility Access Easement conveyed by deed of City of Concord to UNITIL Energy Systems, Inc. dated December 31, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 746.
 - d. Utility Easement conveyed by deed of City of Concord to UNITIL Energy Systems, Inc. dated December 31, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 779.
 - e. Utility Easement Deed conveyed by John J. Cunningham Sr., Patricia Cunningham and John J. Cunningham Jr. to UNITIL Energy Systems, Inc. dated September 14, 2006 and recorded with the Rockingham County Registry of Deeds on October 23, 2006 at Book 4723, Page 883.

- f. Utility Easement Deed from DDR Seabrook LLC to UNITIL Energy Systems, Inc. dated January 29, 2007 and recorded with the Rockingham County Registry of Deeds on March 16, 2007 at Book 4776, Page 2749.

3. EASEMENT ACQUIRED FOR TRANSMISSION LINE NOT INCLUDED ON SCHEDULE A FOR THIRTEENTH SUPPLEMENTAL INDENTURE:

- a. Utility Easement Deed from Dennis Sweeney, Robert Sweeney and Wanda Price to UNITIL ENERGY SYSTEMS, INC. dated July 24, 2006 and recorded with the Rockingham County Registry of Deeds on September 1, 2006 at Book 4702, Page 2097.

**DESCRIPTION OF CERTAIN LAND AND EASEMENTS
CONVEYED BY THE COMPANY SINCE SEPTEMBER 26, 2006**

1. PARCELS CONVEYED:
 - a. UNITIL Energy Systems Inc. to City of Concord dated December 30, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 762.
 - b. Conservation Easement from UNITIL Energy Systems, Inc. to Society for the Protection of New Hampshire Forests dated December 30, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 724.
 - c. Conservation Easement from UNITIL Energy Systems, Inc. to City of Concord dated December 30, 2008 and recorded with the Merrimack County Registry of Deeds on March 31, 2009 at Book 3119, Page 784.
2. EASEMENTS AND RIGHTS CONVEYED CONCERNING TRANSMISSION LINES:
 - a. Easement conveyed by deed of UNITIL Energy Systems, Inc. to City of Concord dated October 24, 2006 and recorded with the Merrimack County Registry of Deeds on November 22, 2006 at Book 2946, Page 812.
 - b. Quitclaim Deed and Release of Utility Easement conveyed by deed of UNITIL Energy Systems, Inc. to FPL Energy Seabrook, LLC dated December 17, 2007 and recorded with the Rockingham County Registry of Deeds on January 25, 2008 at Book 4880, Page 2317.
 - c. Quitclaim Deed and Release of Utility Easement conveyed by deed of UNITIL Energy Systems, Inc. to DDR Seabrook, LLC dated December 20, 2006 and recorded with the Rockingham County Registry of Deeds on April 18, 2007 at Book 4788, Page 2597.

SCHEDULE B

(Form of Series P Fully Registered Bond without Coupons)

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR APPLICABLE STATE SECURITIES LAWS. THIS BOND HAS BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS.

No. PR-

\$ _____

UNITIL ENERGY SYSTEMS, INC.

First Mortgage Bond, Series P, 5.24%
Due March 2, 2020
PPN: 913260 B@3

Unitil Energy Systems, Inc., a corporation organized under the laws of the State of New Hampshire (hereinafter called the “*Company*”), for value received, hereby promises to pay to _____ or registered assigns, on the second day of March, 2020, the principal sum of _____ Dollars (\$ _____) and to pay interest thereon from the date hereof at the rate of five and twenty-four hundredths per centum (5.24%) per annum (computed on the basis of a thirty (30) day month and a three hundred sixty (360) day year) payable semi-annually in arrears on the second day of March and September in each year, commencing with the second day of September, 2010, until said principal sum is paid; and to pay interest on any overdue principal (including any overdue prepayment of principal) and premium, if any, and (to the extent permitted by applicable law) on any overdue payment of interest at the rate of 7.24% per annum. The principal of, premium, if any, and the interest on this bond shall be payable at the corporate trust office of U.S. Bank National Association, in Boston, Massachusetts, St. Paul, Minnesota, or at the corporate trust office designated by the Trustee or by its successor trustee of the trust hereinafter referred to, or at the option of certain holders in accordance with the provisions of Section 1.01 of the Fourteenth Supplemental Indenture hereinafter referred to, in lawful money of the United States of America.

This bond is one of a duly authorized issue of First Mortgage Bonds of the Company limited as to aggregate principal amount as set forth in the Indenture hereinafter mentioned, issuable in series, and is one of a series known as First Mortgage Bonds, Series P, all bonds of all series being issued and to be issued under and pursuant to and all equally secured (except as any sinking or other fund, established in accordance with the provisions of the Indenture hereinafter

SCHEDULE B
(to Fourteenth Supplemental Indenture)

mentioned, may afford additional security for the bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of July 15, 1958 (herein called the “*Original Indenture*”) duly executed and delivered by the Company to Old Colony Trust Company (The First National Bank of Boston, and State Street Bank and Trust Company being the initial successor Trustees and U.S. Bank National Association being the current successor Trustee, the “*Trustee*”), to which Original Indenture, as amended and restated by the Twelfth Supplemental Indenture, and supplemented by a Thirteenth Supplemental Indenture dated as of September 26, 2006, and a Fourteenth Supplemental Indenture (the “*Fourteenth Supplemental Indenture*”) dated as of March 2, 2010 (herein together called the “*Indenture*”) reference is hereby made for a description of the property transferred, assigned and mortgaged thereunder, the nature and extent of the security, the terms and conditions upon which the bonds are secured and additional bonds may be issued and secured, and the rights of the holders or registered owners of said bonds, of the Trustee and of the Company in respect of such security. Neither the foregoing reference to the Indenture, nor any provision of this bond or of the Indenture, shall affect or impair the obligation of the Company, which is absolute, unconditional and unalterable, to pay, at the stated or accelerated maturities herein provided, the principal of and premium, if any, and interest on this bond as herein provided.

Bonds of this Series P are entitled to the benefit of a required sinking fund provided for in the Fourteenth Supplemental Indenture and shall become subject to redemption for the purposes of such sinking fund at the principal amount thereof without premium, plus interest accrued thereon to the date of such redemption, all on the conditions and in the manner provided in the Fourteenth Supplemental Indenture.

Bonds of this Series P are also redeemable, in whole or in part, in integral multiples of one hundred thousand dollars, at the option of the Company on any date on at least 15 days’ notice, in the manner, with the effect, subject to the limitations and for the amounts specified in Section 1.04 of the Fourteenth Supplemental Indenture.

On the conditions and in the manner provided in Section 1.05 of the Fourteenth Supplemental Indenture, Series P Bonds may also become subject to redemption, in whole or in part, at any time on at least 15 days’ notice, in the manner, with the effect and for the amounts specified in said Section 1.05, by the use of moneys deposited with or paid to the Trustee as the proceeds of the sale or condemnation of property of the Company or as the proceeds of insurance policies deposited with or paid to the Trustee because of damage to or destruction of property of the Company.

In the event that all or any part of the bonds of this Series P shall be redeemed or otherwise discharged prior to their maturity pursuant to or in accordance with the order of any governmental commission or regulatory authority upon the reorganization, dissolution or liquidation of the Company, or otherwise, the registered owners of such Series P Bonds shall be entitled to be paid therefor an amount specified in Section 1.06 of the Fourteenth Supplemental Indenture.

The Indenture provides that, if notice of redemption of any bond issued pursuant to its terms, including the Series P Bonds, or of any portion of the principal amount of any such bond

selected for redemption has been duly given, then such bond or such portion thereof shall become due and payable on the redemption date, and, if the redemption price shall have been duly deposited with the Trustee, interest thereon shall cease to accrue from and after the redemption date, and that whenever the redemption price thereof shall have been duly deposited with the Trustee and notice of redemption shall have been duly given, or provision thereof made as provided in the Indenture, such bond or such portion thereof shall no longer be entitled to any lien or benefit of the Indenture.

In case an Event of Default, as defined in the Indenture, occurs, the principal of this bond may become or may be declared due and payable prior to the stated maturity hereof in the manner and with the effect and subject to the conditions provided in the Indenture.

This bond is transferable by the registered owner hereof, in person or by duly authorized attorney, upon books of the Company to be kept for that purpose at the corporate trust office of the Trustee under the Indenture, upon surrender thereof at said office for cancellation and upon presentation of a written instrument of transfer duly executed, and thereupon the Company shall issue in the name of the transferee or transferees, and the Trustee shall authenticate and deliver, a new registered bond or bonds, of like form and in an authorized denomination or in authorized denominations and of the same series, for the same aggregate principal amount. Bonds of Series P upon surrender thereof at said office may be exchanged for the same aggregate principal amount of fully registered bonds of Series P of another authorized denomination or other authorized denominations, all upon payment of the charges, if any, and subject to the terms and conditions specified in the Indenture.

The Company and the Trustee may treat the registered owner of this bond as the absolute owner hereof for all purposes.

With the consent of the Company and to the extent permitted by and as provided in the Indenture, any of the provisions of the Indenture or of any instrument supplemental thereto may be modified by the assent or authority of the holders of at least seventy-five per centum (75%) in principal amount of the bonds then outstanding thereunder, *provided, however*, that no such modification shall (i) extend the time or times or payment of the principal of, or the interest or premium, if any, on any bond, (ii) reduce the principal amount thereof or the rate of interest or premium thereon, (iii) authorize the creation of any lien prior or equal to the lien of the Indenture upon any property subject to the lien thereof, or deprive any bondholder of the benefit of the lien of the Indenture, (iv) affect the rights under the Indenture of the holders of one or more, but less than all, of the series of bonds outstanding thereunder unless assented to by the holders of seventy-five per centum (75%) in aggregate principal amount of bonds outstanding thereunder of each of the series so affected, (v) reduce the percentage of bonds, the holders of which are required to assent to any such modification, or (vi) in any manner affect the rights or obligations of the Trustee without its written consent thereto.

No recourse shall be had for the payment of the principal of or the interest on this bond or of any claim based hereon or in respect hereof or of the Indenture, against any incorporator, stockholder, officer or director of the Company, or of any successor company, whether by virtue of any statute or rule of law or by the enforcement of any assessment of penalty or otherwise, all

such liability being by the acceptance hereof expressly waived and released and being also waived and released by the terms of the Indenture.

This bond shall not be valid nor become obligatory for any purpose until it shall have been authenticated by the execution of the certificate hereon endorsed by the Trustee under the Indenture.

IN WITNESS WHEREOF, Unitil Energy Systems, Inc. has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Treasurer or one of its Assistant Treasurers, and this bond to be dated the _____ day of March, 2010.

UNITIL ENERGY SYSTEMS, INC.

By

Name: _____

Title: _____

ATTEST: _____

(Corporate Seal)

(Form of Trustee's Certificate for all Bonds of Series P)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the First Mortgage Bonds, Series P, referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION
Trustee

By: _____
Authorized Officer

(Form of Endorsement)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within bond, and all rights thereunder, hereby irrevocably constituting and appointing _____ attorney to transfer said bond on the books of the Company, with full power of substitution in the premises.

Dated: _____

Signature of Registered Owner

In the presence of _____

NOTICE: The signature of this assignment must correspond with the name of the payee as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.