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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 25, 2026

UNITIL CORPORATION

(Exact name of Registrant as Specified in Its Charter)

New Hampshire
(State or Other Jurisdiction
of Incorporation)

1-8858
(Commission File Number)

02-0381573
(IRS Employer
Identification No.)

**6 Liberty Lane West
Hampton, New Hampshire**
(Address of Principal Executive Offices)

03842-1720
(Zip Code)

Registrant's Telephone Number, Including Area Code: (603) 772-0775

N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	UTL	The New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Amendment to Purchase Agreement

As previously reported, on May 6, 2025, Unital Corporation, a New Hampshire corporation (the "**Company**"), entered into a Purchase and Sale Agreement (the "**Purchase Agreement**") by and between the Company and Aquarion Water Authority, a public corporation and political subdivision of the state of Connecticut ("**Seller**"), and, solely with respect to Section 9.25 and Section 9.26 thereof, South Central Connecticut Regional Water Authority ("**RWA**"). Pursuant to the Purchase Agreement, the Company agreed to acquire all of the issued and outstanding shares of common stock of Aquarion Water Company of Massachusetts, Inc., Aquarion Water Company of New Hampshire, Inc., and Abenaki Water Co., Inc. from Seller. The Company summarized the material terms and conditions of the Purchase Agreement in a Current Report on Form 8-K dated May 6, 2025.

As previously disclosed, on January 23, 2026, the Company entered into an Amendment No. 1 to Purchase and Sale Agreement ("**Amendment No. 1**") by and between the Company, Seller and RWA. Amendment No. 1, among other things, amended the definition of "Termination Date" in Section 8.1(d) of the Purchase Agreement by replacing the reference to "January 23, 2026" with "February 23, 2026". Except as specifically modified and amended by Amendment No. 1, the Purchase Agreement remained unchanged. The Company summarized the material terms and conditions of Amendment No. 1 in a Current Report on Form 8-K dated January 23, 2026.

As previously disclosed, on February 23, 2026, the Company entered into an Amendment No. 2 to Purchase and Sale Agreement ("**Amendment No. 2**") by and between the Company, Seller and RWA. Amendment No. 2, among other things, further amended the definition of "Termination Date" in Section 8.1(d) of the Purchase Agreement by replacing the reference to "February 23, 2026" with "May 25, 2026". Except as specifically modified and amended by Amendment No. 2, the Purchase Agreement remained unchanged. The Company summarized the material terms and conditions of Amendment No. 2 in a Current Report on Form 8-K dated February 23, 2026.

On May 25, 2026, the Company entered into an Amendment No. 3 to Purchase and Sale Agreement ("**Amendment No. 3**") by and between the Company, Seller and RWA. Amendment No. 3, among other things, further amended the definition of "Termination Date" in Section 8.1(d) of the Purchase Agreement by replacing the reference to "May 25, 2026" with "June 30, 2026". Except as specifically modified and amended by Amendment No. 3, the Purchase Agreement remains unchanged.

Neither the Company nor any of its controlled affiliates has any material relationship with Seller or RWA, other than with respect to the Purchase Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3.

The foregoing summary of Amendment No. 3 does not purport to be complete and is subject to, and qualified in its entirety by, the full text of Amendment No. 3 attached hereto as Exhibit 2.1.

Amendment No. 3 has been included to provide investors with information regarding its terms. Amendment No. 3 is not intended to provide any factual information about the Company. The representations, warranties and covenants contained in Amendment No. 3 were made only for purposes of Amendment No. 3 and as of specific dates and were solely for the benefit of the parties to Amendment No. 3. Moreover, the representations and warranties contained in Amendment No. 3 generally were made for the purpose of allocating contractual risk among the parties to Amendment No. 3 instead of establishing matters as facts, and may be subject to standards of materiality applicable to the parties to Amendment No. 3 that differ from those applicable to investors. Investors are not third-party beneficiaries under Amendment No. 3 and should not rely on the representations, warranties and covenants contained therein or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Additionally, information concerning the subject matter of the representations and warranties contained in Amendment No. 3 may change after the date of Amendment No. 3, which subsequent information may or may not be fully reflected in the Company's public disclosures.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit Number</u>	<u>Description of Exhibit</u>	<u>Reference (1)</u>
2.1	Amendment No. 3 to Purchase and Sale Agreement, dated as of May 25, 2026, by and among Unifil Corporation, Aquarion Water Authority and South Central Connecticut Regional Water Authority.	Filed herewith
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)	Filed herewith

(1) The exhibits referred to in this column by specific designations and dates have heretofore been filed with or furnished to the Securities and Exchange Commission under such designations and are hereby incorporated by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNITIL CORPORATION

Date: May 27, 2026

By: /s/ Daniel J. Hurstak
Daniel J. Hurstak
Senior Vice President, Chief Financial Officer and Treasurer

AMENDMENT NO. 3 TO PURCHASE AND SALE AGREEMENT

This Amendment No. 3 to Purchase and Sale Agreement (this “**Amendment**”), dated as of May 25, 2026 (the “**Effective Date**”), is by and among Unital Corporation, a New Hampshire corporation (“**Buyer**”), Aquarion Water Authority, a public corporation and political subdivision of the state of Connecticut (“**Seller**”), and South Central Connecticut Regional Water Authority (“**RWA**”). Buyer, Seller and RWA will be referred to herein from time to time collectively as the “**Parties**”. Each capitalized term used and not defined herein has the meaning set forth in the Purchase and Sale Agreement.

WHEREAS, the Parties are parties to that certain Purchase and Sale Agreement, dated as of May 6, 2025 (as amended by that certain Amendment No. 1 to Purchase and Sale Agreement, dated as of January 23, 2026, and that certain Amendment No. 2 to Purchase and Sale Agreement, dated as of February 23, 2026, the “**Agreement**”);

WHEREAS, subject to the terms and conditions set forth in this Amendment, and pursuant to Section 9.19 of the Agreement, the Parties desire to amend certain terms of the Agreement by entering into this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Termination Date. Section 8.1(d) of the Agreement is hereby amended by replacing reference to “May 25, 2026” with “June 30, 2026”.
2. Amendment to Eversource Agreement. The Parties acknowledge and agree that Seller, in accordance with, and in satisfaction of, Section 6.20 of the Agreement, hereby delivers notice of amendment of the Eversource Agreement pursuant to, and as set forth in, that certain Amendment No. 3 to Purchase and Sale Agreement, dated as of May 25, 2026, by and between Eversource, Seller and RWA.
3. Representations and Warranties. Each Party hereby represents and warrants that it has all necessary power and authority to execute and deliver this Amendment and perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Amendment by such Party and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Party and no further authorization, consent or similar action on the part of any equityholders or the authority board, as applicable, of such Party is necessary to authorize the execution, delivery and performance by such Party of this Amendment and the consummation of the transactions contemplated hereby. This Amendment has been duly and validly executed and delivered by such Party and this Amendment constitutes a valid, legal and binding agreement of such Party (assuming that this Amendment has been duly and validly authorized, executed and delivered by each other Party), enforceable against such Party in accordance with its terms, subject to the Bankruptcy and Equity Exception.
4. General Provisions.
 - (i) This Amendment shall not constitute a waiver, amendment or modification of any provision of the Agreement not expressly set forth in this Amendment. Except as specifically modified and amended by this Amendment, the Agreement shall remain unchanged and in full force and effect. References in the Agreement to “this Agreement”, “herein”, “hereunder”, “hereto”, “hereof” and words of similar import shall refer to the Agreement as modified and amended by this Amendment. References to the date of the Agreement and references to the “date hereof”, “the date of this Agreement” or words of similar meaning in the Agreement shall continue to refer to May 6, 2025.
 - (ii) Sections 9.1, 9.3, 9.4, 9.6, 9.8, 9.9, 9.10 and 9.14 through 9.17 of the Agreement shall apply to this Amendment, mutatis mutandis.

[Signature Page Follows]

UNITIL CORPORATION

By: /s/ Dan Hurstak
Name: Dan Hurstak
Title: SVP, Chief Financial Officer and Treasurer

AQUARION WATER AUTHORITY

By: /s/ David Borowy
Name: David Borowy
Title: Chair

SOUTH CENTRAL CONNECTICUT
REGIONAL WATER AUTHORITY

By: /s/ David Borowy
Name: David Borowy
Title: Chair

