



NOTICE – Items in this issue will be listed online weekly and printed monthly.

EVERSOURCE ENERGY

Interest Sale Completed On Sept. 30, 2024, Co. announced that Co. has completed the sale of its 50 percent share in the 132-megawatt South Fork Wind project and the 704-megawatt Revolution Wind project to GIP. Adjusted gross proceeds from the transaction payable at closing were \$745 million. Adjusted gross proceeds from the sale were reduced by approximately \$375 million as compared with the previously estimated purchase price of approximately \$1.12 billion. This reduction reflects an approximately \$150 million reduction resulting from lower capital spending between announcing the transaction and closing, and an approximately \$225 million reduction primarily due to the delay of the commercial operations date of Revolution Wind. With the completion of this sale and the previously completed sale of Co.'s 50 percent interest in the Sunrise Wind project ("Sunrise Wind") to Ørsted consummated on July 9, 2024, Co. expects to record an aggregate net loss on the completion of its offshore wind divestiture of approximately \$520 million in the third quarter of 2024. This aggregate net loss includes the final gain on the sale of Sunrise Wind of \$370 million and anticipated increases in Revolution Wind construction costs and other project related charges. This estimate is subject to change as Co. finalizes results for the third quarter ended September 30, 2024. Co. expects to recognize a liability of approximately \$360 million, which is included as part of the aggregate net loss of \$520 million on the sale, in the third quarter of 2024. The majority of this liability is expected to be settled in 2026.

EVERSOURCE ENERGY

Interest Sale Development On Jan. 24, 2024, Sunrise Wind, an offshore wind project jointly owned 50 percent by Co. and 50 percent by Ørsted, issued a news release announcing that Ørsted has signed an agreement with Co. to acquire Co.'s 50 percent share of Sunrise Wind, a 924 MW offshore wind farm, which would deliver power to New York. The acquisition is subject to the successful award of Sunrise Wind in the ongoing New York 4 solicitation for offshore wind capacity, signing of an OREC contract with NYSERDA, finalization of acquisition agreements, receipt of construction and operations plan, and relevant regulatory approvals. If Sunrise Wind is not successful in the solicitation, then the existing OREC contract for Sunrise Wind will be cancelled per the state's requirements, and Co. and Ørsted's 50% joint venture for Sunrise Wind will remain in place. In that scenario, the joint venture will evaluate its next steps. If the project is provisionally awarded, a new contract will be negotiated with NY-SERDA under the updated terms of the current solicitation. As the most mature offshore wind project in New York's pipeline, Sunrise Wind is, if awarded in the New York 4 solicitation, expected to be completed in 2026, helping New York achieve its goal of reaching 70 percent renewable energy by 2030. The Sunrise Wind design has been reviewed and accepted by all relevant state agencies, and the project has secured all major supplier and project labor agreements to commence construction shortly after award. Final federal permits are expected this summer.

EVERSOURCE ENERGY

Interest Sale Development On Feb. 13, 2024, Co. and Eversource Investment LLC, an indirect subsidiary of Co. and together with Co., entered into a membership interest purchase agreement with GIP IV Whale Fund Holdings, L.P., an entity managed by an affiliate of Global Infrastructure Management, LLC and its affiliates ("Buyer"). Pursuant to the Purchase Agreement, Buyer will acquire all of Eversource Investment's limited liability company interests (the "NEO Interests") in North East Offshore, LLC ("NEO") and all of Eversource Investment's limited liability company interests (the "Joint HoldCo Interests") and, together with the NEO Interests, the "Company Interests") in South Fork Class B Member, LLC ("Joint HoldCo"). As a result, and subject to the closing of the transaction, Co. will have divested all of its interests in the South Fork Wind project and the Revolution Wind project, other than Co.'s tax equity membership interest in South Fork Wind Holdings, LLC. Pursuant to the Purchase Agreement,

and subject to the terms and conditions thereof, Buyer has agreed to acquire Co.'s Interests for aggregate consideration to be paid at Closing of approximately \$1.1 billion, subject to adjustment based on, among other things, the progress, timing and expense of construction at each project, as more particularly described in the Purchase Agreement. Co. and Buyer have agreed to make certain post-closing purchase price adjustment payments if applicable, including: Co. will share responsibility with Buyer for Buyer's 50% share of capital expenditure overruns during the construction phase for the Revolution Wind project, based on the actual construction and operating costs of the project as compared to those assumed in the agreed financial model, with Co. sharing 50% of Buyer's obligations up to a certain dollar threshold and 100% of the Buyer's obligations in excess of that threshold. Following COD for each project, based on updates to the agreed financial model for such project to forecast future cash flows and expenditures, Co. would pay to the Buyer certain purchase price adjustments in amounts sufficient to increase Buyer's pre-tax, equity internal rate of return ("IRR") to 13% in the event that Buyer's IRR is not otherwise projected as of COD to be at least 13%, subject to certain adjustments. In the event the Buyer's IRR is projected as of COD to exceed 13%, the Buyer would pay to Co. an amount sufficient to reduce the Buyer's IRR to 13%. The model would also be updated following COD to account for the terms of the Buyer's financing for the projects and for certain items arising pre-COD that were not settled as of COD, and additional payments would potentially be made by Co. or the Buyer on the basis of those updates. Approximately four years following COD for the Revolution Wind project, Co. may receive purchase price adjustments relating to certain favorable changes as compared to assumptions in the agreed financial model. In addition, Co. will maintain credit support obligations with respect to the Projects and may provide additional credit support on behalf of Buyer. In the event the Revolution Wind project is abandoned, Co. would be required to make the Buyer whole for the amount of the purchase price and other expenditures, plus a 6.5% IRR on such amounts, and Co. would be required to pay the costs, expenses and liabilities related to decommissioning the project. In the event of an abandonment, Co. would have the option, but not the obligation, to purchase the Buyer's interest in the project in exchange for nominal consideration. The Purchase Agreement includes certain representations, warranties, covenants and indemnities, and provides certain termination rights for each party, including the right of either party to terminate if the transaction has not been consummated by September 30, 2024. The transaction is expected to close in mid-2024. Closing under the Purchase Agreement is subject to certain conditions, including (i) no material adverse effect having occurred, (ii) the corporate credit rating of Co., and the rating of Co.'s senior unsecured debt remaining above "BBB-" by Standard & Poor's, "BB" by Fitch or "Baa3" by Moody's, (iii) expiration of the applicable waiting period (and extensions thereof) under the Hart-Scott Rodino Antitrust Improvements Act of 1976, (iv) approval by the European Commission under Council Regulation (EC) No 1380/2004, (v) approval by the Federal Energy Regulatory Commission under Section 203 of the Federal Power Act, as amended, (vi) a declaratory ruling by the New York Public Service Commission, (vii) the final negotiation and execution by Ørsted DevCo LLC and the Buyer of certain agreements, instruments and documents relating to the post-Closing governance, development and operation of the projects, (viii) the South Fork Wind project achieving COD, (ix) the Sunrise Wind project being spun out from NEO on terms satisfactory to the parties, and (x) certain other customary closing conditions.

EVERSOURCE ENERGY

Notes Offered On Jan. 19, 2024, Co. issued (i) \$350,000,000 aggregate principal amount of its 5.00% Senior Notes, Series DD, Due 2027 (the "2027 Notes") and (ii) \$650,000,000 aggregate principal amount of its 5.50% Senior Notes, Series EE, Due 2034 (the "2034 Notes" and together with the 2027 Notes, the "Notes"), pursuant to an Underwriting Agreement, dated Jan. 16, 2024, among

Co. and BofA Securities, Inc., BNY Mellon Capital Markets, LLC, Goldman Sachs & Co. LLC, Mizuho Securities USA LLC, TD Securities (USA) LLC and Wells Fargo Securities, LLC, as representatives of the underwriters named therein (the "Underwriting Agreement"). The Notes are Co.'s unsecured obligations and were issued under the Twenty-First Supplemental Indenture, dated Jan. 1, 2024, between Co. and The Bank of New York Mellon Trust Company, N.A. (the "Twenty-First Supplemental Indenture"), supplementing the Indenture between Co.'s and The Bank of New York Mellon Trust Company, N.A. (as successor trustee), dated as of Apr. 1, 2002 (the "Indenture"). Interest on the Notes is payable semi-annually in arrears on Jan. 1 and July 1 of each year, beginning on July 1, 2024 and ending on the applicable maturity date of the Notes.

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Notes Offered On Apr. 18, 2024, Co. issued (i) \$700,000,000 aggregate principal amount of its 5.85% Senior Notes, Series FF, Due 2031 (the "2031 Notes") and (ii) \$700,000,000 aggregate principal amount of its 5.95% Senior Notes, Series GG, Due 2034 (the "2034 Notes" and together with the 2031 Notes, the "Notes"), pursuant to an Underwriting Agreement, dated April 15, 2024, among Eversource Energy and Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, MUFJ Securities Americas Inc., TD Securities (USA) LLC and U.S. Bancorp Investments, Inc., as representatives of the underwriters named therein (the "Underwriting Agreement"). The Notes are Co.'s unsecured obligations and were issued under the Twenty-Second Supplemental Indenture, dated Apr. 1, 2024, between Co.'s and The Bank of New York Mellon Trust Company, N.A. (the "Twenty-Second Supplemental Indenture"), supplementing the Indenture between Eversource Energy and The Bank of New York Mellon Trust Company, N.A. (as successor trustee), dated as of Apr. 1, 2002 (the "Indenture"). Interest on the 2031 Notes is payable semi-annually in arrears on Apr. 15 and Oct. 15 of each year, beginning on Oct. 15, 2024 and ending on the maturity date of the 2031 Notes. Interest on the 2034 Notes is payable semi-annually in arrears on January 15 and July 15 of each year, beginning on July 15, 2024 and ending on the maturity date of the 2034 Notes.

UNITIL CORP

Dividend Announcement On May 1, 2024, Co.'s Board of Directors declared the regular quarterly dividend on Co.'s common stock of \$ 0.425 per share, payable May 31, 2024, to shareholders of record on May 16, 2024.

UNITIL CORP

Dividend Announcement On July 31, 2024, Co.'s Board of Directors declared the regular quarterly dividend on Co.'s common stock of \$ 0.425 per share, payable Aug. 29, 2024, to shareholders of record on Aug. 15, 2024.

UNITIL CORP

Dividend Announcement On Oct. 30, 2024, Co.'s Board of Directors declared the regular quarterly dividend on Co.'s common stock of \$ 0.425 per share, payable Nov. 29, 2024, to shareholders of record on Nov. 14, 2024.

UNITIL CORP

Official Changes On May 1, 2024, Co.'s shareholders elected Suzanne Foster, Thomas P. Meissner, Jr., and Justine Vogel to the Board of Directors each for a term of three years.

UNITIL CORP

Official Changes On Oct. 30, 2024, Co.'s Board of Directors has elected Jane Lewis-Raymond to the Board.

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