
**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): **July 17, 2025**

Commission file number	Registrant, State or Other Jurisdiction of Incorporation or Organization Address of Principal Executive Offices, Zip Code and Telephone Number	I.R.S. Employer Identification No.
1-31447	CenterPoint Energy, Inc. (a Texas corporation) 1111 Louisiana Houston Texas 77002 (713) 207-1111	74-0694415
1-3187	CenterPoint Energy Houston Electric, LLC (a Texas limited liability company) 1111 Louisiana Houston Texas 77002 (713) 207-1111	22-3865106
1-13265	CenterPoint Energy Resources Corp. (a Delaware corporation) 1111 Louisiana Houston Texas 77002 (713) 207-1111	76-0511406

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 (see General Instruction A.2. below):

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

Registrant	Title of each class	Trading Symbol(s)	Name of each exchange on which registered
CenterPoint Energy, Inc.	Common Stock, \$0.01 par value	CNP	The New York Stock Exchange NYSE Texas
CenterPoint Energy Houston Electric, LLC	6.95% General Mortgage Bonds due 2033	n/a	The New York Stock Exchange
CenterPoint Energy Resources Corp.	6.625% Senior Notes due 2037	n/a	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) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2).

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Appointment of Chief Operating Officer

On July 21, 2025, CenterPoint Energy, Inc. (the “Company”) appointed Jesus Soto, Jr. to the position of Executive Vice President and Chief Operating Officer of the Company, effective August 11, 2025.

Jesus Soto, Jr., 58, served as Executive Vice President, Utility Performance Solutions of Quanta Services, Inc. (“Quanta”), a publicly-traded energy infrastructure services company, since October 2023. He previously served as the Chief Operating Officer for Mears Group, Inc., a wholly-owned subsidiary of Quanta, from September 2019 to September 2023, and as Senior Vice President of Gas Operations for PG&E Corporation (“PG&E”), a publicly traded electric utility holding company serving approximately 16 million customers through its subsidiary Pacific Gas and Electric Company, from May 2012 to July 2019. Prior to joining PG&E, he served as Vice President of Operations Services and Vice President of Engineering and Construction for the Pipeline Group of El Paso Corporation, a former publicly traded natural gas and related energy products provider. Mr. Soto earned his bachelor's degree from the University of Texas at El Paso, his master's degree in civil engineering from Texas A&M University, and his master's degree in business administration from the University of Phoenix. Mr. Soto serves on the Board of Directors of GTI Energy, an energy technology development and training company, and as Chair of the Industry Pipeline Safety Management Systems Team of the American Petroleum Institute.

In connection with his appointment, Mr. Soto will receive a base salary of \$725,000 per year and will be eligible to participate in the Company's compensation and benefits plans and programs for similarly situated executives, including the Company's change in control plan and incentive plans. The incentive plans include the Company's Short-Term Incentive Plan (“STI”) and the Long-Term Incentive Plan (“LTI”). His initial target STI award level will be 80% of base salary, his target LTI award level will be 260% of base salary, and his awards for 2025 will not be subject to proration. In addition, to replace forfeited equity value from his prior employer, Mr. Soto will receive a buyout equity award consisting of restricted stock units valued at \$6 million, which will vest 25% on each of the first four anniversaries of his employment start date, contingent upon his continued employment, or upon earlier disability, death or involuntary termination of employment by the Company without cause.

The appointment of Mr. Soto was not pursuant to any agreement or understanding between him and any other person. There is no family relationship between Mr. Soto and any director or executive officer of the Company, and there are no transactions between Mr. Soto and the Company that are required to be reported under Item 404(a) of Regulation S-K.

A copy of the press release announcing the appointment of Mr. Soto is furnished as Exhibit 99.1 to this Current Report on Form 8-K. The description of the offer letter is qualified in its entirety by reference to the full text of the offer letter, which is included as Exhibit 10.1, hereto and incorporated by reference herein.

Deferred Compensation Plan

On July 17, 2025, the Board of Directors (the “Board”) of the Company approved the Fifth Amendment (the “Amendment”) to the CenterPoint Energy 2005 Deferred Compensation Plan (as amended and restated effective January 1, 2009 and thereafter amended) (the “Deferred Compensation Plan”) to allow officers at the senior vice president level or higher to defer compensation under the Deferred Compensation Plan up to 90% of salary and/or short term incentive compensation, effective January 1, 2026 and subject to the terms and conditions of the plan. The Deferred Compensation Plan is a nonqualified, unfunded plan for state and federal tax purposes, and participants are general, unsecured creditors of the Company.

The descriptions of the Deferred Compensation Plan and the Amendment are qualified in their entirety by reference to the full text of the Deferred Compensation Plan and the Amendment, which are included as Exhibits 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7, respectively, hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

**EXHIBIT
NUMBER****EXHIBIT DESCRIPTION**

10.1	<u>Jesus Soto, Jr. Offer Letter</u>
10.2	<u>Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan, effective January 1, 2009 (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2008)</u>
10.3	<u>First Amendment effective March 1, 2022 to Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan effective January 1, 2009 (incorporated by reference to Exhibit 10.10 of the Current Report on Form 8-K of the Company filed April 22, 2022)</u>
10.4	<u>Second Amendment effective May 1, 2022 to Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan effective January 1, 2009 (incorporated by reference to Exhibit 10.11 to the Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2022)</u>
10.5	<u>Third Amendment effective October 1, 2023 to Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan effective January 1, 2009 (incorporated by reference to Exhibit 10.1 to the Quarterly Report on Form 10-Q of the Company for the quarter ended September 30, 2023)</u>
10.6	<u>Partial Termination Amendment effective April 1, 2024 to Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan effective January 1, 2009 (incorporated by reference to Exhibit 10(1) to the Annual Report on Form 10-K of the Company for the year ended December 31, 2023)</u>
10.7	<u>Form of Fifth Amendment Effective January 1, 2026 to Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan effective January 1, 2009</u>
99.1	<u>Press Release Issued July 21, 2025 regarding the appointment of Jesus Soto, Jr.</u>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURE

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.

CENTERPOINT ENERGY, INC.

Date: July 21, 2025

By: /s/ Monica Karuturi

Monica Karuturi
Executive Vice President and General Counsel

SIGNATURE

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.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

Date: July 21, 2025

By: /s/ Monica Karuturi

Monica Karuturi
Executive Vice President and General Counsel

SIGNATURE

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.

CENTERPOINT ENERGY RESOURCES CORP.

Date: July 21, 2025

By: /s/ Monica Karuturi

Monica Karuturi
Executive Vice President and General Counsel



July 16, 2025

Jesus Soto Jr.
28107 East Benders Landing Blvd.
Spring, Texas 77386

Dear Jesus,

On behalf of an affiliate of CenterPoint Energy, Inc. (the "Company"), I am pleased to extend to you an offer of employment based on your skills, attributes and qualifications with our Company. Your offer includes the following:

Position: Executive Vice President & Chief Operating Officer

Base Compensation: \$27,885 bi-weekly (\$725,000 annualized)

Anticipated Start Date: August 11, 2025, or other mutually agreed upon date

Short-Term Incentive (STI) plan participation:

You will be eligible for a 2025 STI plan award, without proration, with a target award level of 80% of your annual base salary. Annual plan year award funding is based on achieving a combination of company financial and operational goals, as approved by the Human Capital and Compensation Committee of the Board of Directors. Your actual payout, if any, is fully discretionary based on the company's overall performance as well as your individual performance within the available funding.

Long-Term Incentive (LTI) Plan participation:

You will be eligible for participation in the CenterPoint Energy Long-Term Incentive Plan ("LTIP"). LTIP awards may be granted in a combination of CenterPoint Energy performance share units, restricted stock units, stock options, or another authorized form. You will be granted 2025 LTIP awards, without proration, with an aggregate target incentive level of 260% of your annual base salary and with each award subject to service-based vesting and achievement of specified corporate performance goals. Your 2025 awards will consist of 30% time-based restricted stock units (RSUs), 35% performance share units (PSUs) based on total shareholder return versus peer companies, and 35% PSUs based on achieving a cumulative adjusted earnings per share goal. The time-based RSUs will be subject to ratable annual vesting over a three (3)-year period and conditioned upon achievement of positive operating income for the last full calendar year preceding the applicable vesting date. The PSUs will have payout levels ranging from 0% to 200% of the target number of shares and will be subject to cliff vesting over a three-year performance period. Your LTIP awards will be subject to the terms and conditions of the applicable award agreements.

Benefits: Benefits information is attached for your review. All benefits are subject to the terms and conditions of the applicable benefit plan or program and are subject to amendment or termination by the Company at any time in its sole discretion.

Agreed Vacation: CenterPoint Energy has granted you five (5) weeks of vacation each calendar year. For the remainder of this year, your vacation will be prorated. Please refer to the Vacation Policy for additional information.

Buy-Out Incentive: You will be granted a one-time, time-based RSU award under the CenterPoint Energy LTIP for CenterPoint Energy stock having a total grant date value of \$6 million, subject to ratable vesting over a four-year period. One-fourth (1/4) of the award will vest on each of the first four anniversaries of your hire date, contingent upon your continued employment through the vesting date. Any unvested shares will be forfeited should you voluntarily resign or if you are terminated for cause prior to the applicable vesting date. In the event of your termination due to death or disability or your involuntary termination by the Company other than for cause, your unvested units under the award will fully vest. Your award will be subject to the terms and conditions of the applicable award agreement.

Emergency Activation (EA): At CenterPoint Energy, we provide essential public services and have a responsibility to our customers and communities to restore services as quickly and safely as possible. As a CenterPoint Energy employee, like all other employees, you will have a role in supporting our EA efforts during severe weather events and other community crisis situations, which is considered a part of your essential job responsibilities. The success of our emergency response efforts depends upon the readiness of our employees to act quickly to fulfill their roles, either within their regular job or an assigned emergency response role. If the company initiates an EA in response to an event impacting the Company's operations, you will be called upon to report to your regular job, your emergency response role, and/or change job assignments prior to or during the EA. You may also be required to work extended hours outside of your regular work schedule to support the Company's EA efforts.

Conditions: This offer is contingent upon successful completion of our background investigation, post-offer physical examination, and a drug screen (if applicable), all of which will be conducted prior to your employment date.

If you have any questions, please do not hesitate to contact me.

To indicate your acceptance of this employment offer, please sign and date below. You agree that a signed electronic copy of this letter has the same force and effect as an original. Once again, we look forward to our new association with you and to your contribution to CenterPoint Energy.

Sincerely,

/s/ Jason Wells

Jason Wells
President and Chief Executive Officer

Signature: /s/ Jesus Soto Jr. Date: July 21, 2025

Where provisions in this letter refer to CenterPoint Energy, Inc. compensation or benefits plans or to policies of CenterPoint Energy, the applicable plan document, award agreement, or policy statement will govern administration of the plan or application of the policy in all cases.

This offer of employment is contingent upon your execution of the Company's protection of confidential information policy, including any applicable non-disclosure, non-solicitation, and non-competition provisions.

This letter neither constitutes nor may be construed as an employment contract between the Company and you for any period of time. Employment with CenterPoint Energy is an at-will employment relationship governed by applicable federal and state laws and may be terminated at any time, with or without cause or notice.

By signing this letter you acknowledge your understanding that you may not, and will not, use in connection with your employment with the Company, or disclose to the Company or any of its affiliates, or the contractors, representatives, agents, employees, officers or directors of any of those entities, any information, documents, data, records, drawings, schematics, specifications, files, correspondence or other material of any kind, whether in electronic or hard copy format, belonging to any previous employer, and you represent that you have returned to any such previous employer, and have not retained or kept in your possession, any prior employer information.

Further, you represent to the Company that you are not bound by any contractual or other legal obligations, including, but not limited to, any non-disclosure, non-solicitation, and/or non-competition agreements with any former employer or other party, regardless of whether you believe such agreements to be legally enforceable, that would prohibit you from working for the Company or restrict or limit your ability to perform your duties and responsibilities with the Company. You further represent that you have provided to the Company copies of any and all agreements with former employers that may exist.

The Immigration Reform & Control Act of 1990 requires that all employers verify that persons hired by their firms are authorized to be employed in the United States. Documents verifying this eligibility will need to be provided upon reporting to work.

CENTERPOINT ENERGY 2005 DEFERRED COMPENSATION PLAN
(As Amended and Restated Effective January 1, 2009)

Fifth Amendment

WHEREAS, CenterPoint Energy, Inc., a Texas corporation (the “Company”), maintains the CenterPoint Energy 2005 Deferred Compensation Plan, as amended and restated effective January 1, 2009 and thereafter amended (the “Plan”);

WHEREAS, pursuant to Section 7.1 of the Plan, the Board of Directors of the Company may amend or terminate the Plan at any time;

WHEREAS, the Company heretofore amended the Plan to cease deferrals of Compensation under the Plan for Participation Years beginning on or after January 1, 2023;

WHEREAS, the Company desires to amend the Plan to (i) resume deferrals of Compensation under the Plan for Participation Years beginning on or after January 1, 2026 and (ii) designate the Employees eligible to participate in the Plan for such Participation Years; and

NOW, THEREFORE, the Company does hereby amend the Plan as follows, effective as of January 1, 2026:

1. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.
2. Notwithstanding any prior amendment to the Plan, a Participant may defer Compensation under the Plan for Participation Years beginning on or after January 1, 2026, subject to the terms of the Plan without regard to the Second Amendment to the Plan. For the sake of clarity, a Bonus that qualifies as “performance-based compensation” under Code Section 409A(a)(4)(B) may not be deferred under the Plan if the performance period ends prior to January 1, 2026.

3. The definition of “Employee” under Section 1.2 shall be amended to read as follows:

"Employee" means any person, including an officer of any Employer (whether or not he or she is also a director thereof), who is employed by an Employer on a full-time basis and is compensated for such employment by a regular Salary.

4. The definition of “Participant” under Section 1.2 shall be amended to read as follows:

"Participant" means (i) a Director (who may be referred to herein as a "Director Participant") or an Employee (who may be referred to herein as an "Employee Participant") who is eligible to participate in the Plan pursuant to Section 3.1 hereof and (ii) who has elected to participate in the Plan pursuant to Section 3.3.

5. Section 3.1 of the Plan shall be amended to read as follows:

“3.1 Eligibility of Employees and Directors. An Employee shall be eligible to participate in the Plan for a Participation Year if his or her position with the Company is at senior vice president level or higher on June 1 of the year preceding the Participation Year. Further, any Employee hired or promoted to a position at senior vice president level or higher after June 1 but no later than November 1 of the year preceding a Participation Year shall be eligible to participate in Plan for the Participation Year, but only with respect to deferrals of Salary under Section 3.4 or in respect of a Bonus that does not qualify as “performance-based compensation” under Code Section 409A(4)(B) earned in respect of the Participation Year. No Director shall be eligible to participate in the Plan.”

6. Section 3.2 of the Plan shall be deleted in its entirety, and the section number shall be reserved.

7. The first sentence of Section 3.3 of the Plan shall be amended to read as follows:

“To defer Compensation under the Plan, an Employee who is eligible to participate in the Plan under Section 3.1 must notify the Committee, in the form and manner prescribed by the Committee, that he or she chooses to participate in the Plan.”

8. Section 6.1 of the Plan shall be amended to read as follows:

6.1 Limitation of Rights. Nothing in this Plan shall be construed to:

(a) Limit the right of the Company to amend the Plan pursuant to Section 7.1 to change (or eliminate entirely) the Participants eligible to make deferral elections pursuant to this Plan in respect of any future Plan Year;

(b) Limit in any way the right of the Employer to terminate a Participant's employment at any time; or

(c) Be evidence of any agreement or understanding, express or implied, that the Company or any other Employer will employ a Participant in any particular position or at any particular rate of remuneration.

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has executed these presents as evidenced by the signature of its officer affixed hereto, this _____ day of July 2025, but effective as set forth above.

CENTERPOINT ENERGY, INC.

By: _____
Jason Wells
President and Chief Executive Officer

ATTEST:

Vincent A. Mercaldi
Assistant Corporate Secretary

For Immediate Release

CenterPoint Energy Names Well-Respected Energy Industry Executive Jesus Soto, Jr as Chief Operating Officer

Soto is known for his track record of delivering operational excellence; executing large scale capital projects; and driving safety culture

Houston – July 21, 2025 – CenterPoint Energy today announced that Jesus Soto, Jr, a well-respected, energy industry executive with deep Texas roots will join the company as Executive Vice President and Chief Operating Officer. Soto will oversee the company’s Electric Operations, Gas Operations, Safety, Supply Chain, and Customer Care functions, across all the states that CenterPoint serves. He will join the company on Aug. 11, 2025, and report to President & CEO Jason Wells.

Soto brings more than 30 years of experience in leading large teams to deliver operational excellence across all facets of the energy industry including electric transmission & distribution, gas transmission & distribution, and generation; executing large scale capital projects on time and on budget; and driving safety performance and culture change.

“We are pleased to be able to welcome a leader of Jesus Soto’s caliber to CenterPoint’s executive team. We have one of the most dynamic growth stories in the industry, and over the next five years we will deliver over \$31 billion of investments across our footprint as part of our capital plan. Jesus’s deep understanding and background are the perfect match to help us deliver this incredible scope of work at-pace that will foster the economic development and growth demands in our key markets. He will also be instrumental in helping us continue to focus on improving safety and delivering better reliability for all the communities we are fortunate to serve,” said Jason Wells, President & CEO of CenterPoint Energy.

“I’m excited to join CenterPoint’s high-performing team. It’s a true privilege to be able to serve our 7 million customers in Texas, Indiana, Ohio and Minnesota. We have an incredible amount of capital work ahead of us to help meet the growing energy needs of our customers and communities, especially across Texas. To help realize our resiliency and growth goals, I look forward to helping our teams deliver this work safely while helping our customers experience better outcomes. They expect, and deserve, no less,” said Soto.

A long-time Houston resident, Soto has served as Executive Vice President of Quanta Services, a Fortune 200 company, since 2023. Prior to Quanta, he served as Chief Operating Officer for Mears Group, Inc. offering engineering & construction services to the oil & gas pipeline, gas distribution, telecom and pipeline integrity markets. He has also served in senior leadership roles at other utility and energy companies including PG&E Corporation in Northern California and El Paso Corporation in Houston, Texas.

Soto also serves on the Board of Directors of GTI Energy, an energy technology development and training company, and as Chair of the Industry Pipeline Safety Management Systems Team of the American Petroleum Institute.

He holds a bachelor’s degree in civil engineering from the University of Texas at El Paso, a master’s degree in civil engineering from Texas A&M University, and a master’s degree in business administration from the University of Phoenix.

About CenterPoint Energy, Inc.

CenterPoint Energy, Inc. (NYSE: CNP) is a multi-state electric and natural gas delivery company serving approximately 7 million metered customers across Indiana, Minnesota, Ohio, and Texas. The company is headquartered in Houston and is the only Texas-domiciled investor-owned utility. As of March 31, 2025, the company had approximately \$44 billion in assets. With approximately 8,300 employees, CenterPoint Energy and its predecessor companies have been serving customers for more than 150 years. For more information, visit CenterPointEnergy.com.

Forward-Looking Statement

This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are based upon assumptions of management which are believed to be reasonable at the time made and are subject to significant risks and uncertainties. Actual events and results may differ materially from those expressed or implied by these forward-looking statements. Any statements in this news release regarding future events that are not historical facts are forward-looking statements. Each forward-looking statement contained in this news release speaks only as of the date of this release. Important factors that could cause actual results to differ materially from those indicated by the provided forward-looking information include risks and uncertainties relating to: (1) business strategies and strategic initiatives, acquisitions or dispositions of assets or businesses involving CenterPoint Energy or its industry; (2) CenterPoint Energy's ability to fund and invest planned capital, and the timely recovery of its investments; (3) financial market and general economic conditions; (4) the timing and impact of future regulatory, legislative and political actions or developments; and (5) other factors, risks and uncertainties discussed in CenterPoint Energy's Annual Report on Form 10-K for the fiscal year ended December 31, 2024 and CenterPoint's Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 and other reports CenterPoint Energy or its subsidiaries may file from time to time with the Securities and Exchange Commission.

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