

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2025

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE TRANSITION PERIOD FROM _____ TO _____

Commission file number 1-31447

CenterPoint Energy, Inc.

(Exact name of registrant as specified in its charter)

Texas

(State or other jurisdiction of incorporation or organization)

1111 Louisiana

(Address of Principal Executive Offices)

Houston Texas

(713) 207-1111

Registrant's telephone number, including area code

74-0694415

(I.R.S. Employer Identification No.)

77002

(Zip Code)

Commission file number 1-3187

CenterPoint Energy Houston Electric, LLC

(Exact name of registrant as specified in its charter)

Texas

(State or other jurisdiction of incorporation or organization)

1111 Louisiana

(Address of Principal Executive Offices)

Houston Texas

(713) 207-1111

Registrant's telephone number, including area code

22-3865106

(I.R.S. Employer Identification No.)

77002

(Zip Code)

Commission file number 1-13265

CenterPoint Energy Resources Corp.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

1111 Louisiana

(Address of Principal Executive Offices)

Houston Texas

(713) 207-1111

Registrant's telephone number, including area code

76-0511406

(I.R.S. Employer Identification No.)

77002

(Zip Code)

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

<u>Registrant</u>	<u>Title of each class</u>	<u>Trading Symbol</u>	<u>Name of each exchange on which registered</u>
CenterPoint Energy, Inc.	Common Stock, \$0.01 par value	CNP	New York Stock Exchange NYSE Texas
CenterPoint Energy Houston Electric, LLC	6.95% General Mortgage Bonds due 2033	n/a	New York Stock Exchange
CenterPoint Energy Resources Corp.	6.625% Senior Notes due 2037	n/a	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

CenterPoint Energy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
CenterPoint Energy Houston Electric, LLC	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
CenterPoint Energy Resources Corp.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

CenterPoint Energy, Inc.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
CenterPoint Energy Houston Electric, LLC	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
CenterPoint Energy Resources Corp.	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

	Large accelerated filer	Accelerated filer	Non-accelerated filer	Smaller reporting company	Emerging growth company
CenterPoint Energy, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CenterPoint Energy Houston Electric, LLC	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CenterPoint Energy Resources Corp.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

CenterPoint Energy, Inc.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
CenterPoint Energy Houston Electric, LLC	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
CenterPoint Energy Resources Corp.	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Indicate the number of shares outstanding of each of the issuers' classes of common stock as of October 20, 2025:

CenterPoint Energy, Inc.	652,868,273	shares of common stock outstanding, excluding 166 shares held as treasury stock
CenterPoint Energy Houston Electric, LLC	1,000	common shares outstanding, all held by Utility Holding, LLC, a wholly-owned subsidiary of CenterPoint Energy, Inc.
CenterPoint Energy Resources Corp.	1,000	shares of common stock outstanding, all held by Utility Holding, LLC, a wholly-owned subsidiary of CenterPoint Energy, Inc.

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp. meet the conditions set forth in General Instructions H(1)(a) and (b) of Form 10-Q and are therefore filing this form with the reduced disclosure format specified in General Instruction H(2) of Form 10-Q.

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GLOSSARY

AFUDC	Allowance for funds used during construction
AI	Artificial intelligence
ALJ	Administrative Law Judge
AMA	Asset Management Agreement
Arevon	Arevon Energy, Inc., which was formed through the combination of Capital Dynamics, Inc.'s U.S. Clean Energy Infrastructure business unit and Arevon Asset Management
ARO	Asset retirement obligation
ARP	Alternative revenue program
ASU	Accounting Standards Update
AT&T Common	AT&T Inc. common stock
ATM Forward Purchasers	Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., Goldman Sachs & Co. LLC, JPMorgan Chase Bank, National Association, Mizuho Markets Americas LLC, MUFG Securities EMEA plc and Royal Bank of Canada
ATM Forward Sellers	BofA Securities, Inc. Barclays Capital Inc., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, MUFG Securities Americas Inc. and RBC Capital Markets, LLC
ATM Managers	BofA Securities, Inc., Barclays Capital Inc., Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, MUFG Securities Americas Inc. and RBC Capital Markets, LLC
Bcf	Billion cubic feet
Board	Board of Directors of CenterPoint Energy, Inc.
Bond Companies	Transition Bond Company IV and Restoration Bond Company II, each a consolidated VIE that is a wholly-owned, bankruptcy-remote, special purpose entity formed solely for the purpose of securitizing transition property or system restoration property through the issuance of transition bonds and system restoration bonds
BTA	Build Transfer Agreement
CAMT	Corporate Alternative Minimum Tax
CCN	Certificate of Convenience and Necessity
CCR	Coal Combustion Residuals
CECA	Clean Energy Cost Adjustment
CEIP	CenterPoint Energy Intrastate Pipelines, LLC, a wholly-owned subsidiary of CERC Corp.
CenterPoint Energy	CenterPoint Energy, Inc., and its subsidiaries
CEOH	Vectren Energy Delivery of Ohio, LLC, doing business as CenterPoint Energy Ohio, which converted its corporate structure from Vectren Energy Delivery of Ohio, Inc. to an Ohio limited liability company on June 13, 2022, formerly a wholly-owned subsidiary of Vectren, acquired by CERC on June 30, 2022
CEP	Capital Expenditure Program
CERC	CERC Corp., together with its subsidiaries
CERC Corp.	CenterPoint Energy Resources Corp.
Charter Common	Charter Communications, Inc. common stock
CIP	Conservation Improvement Program
CODM	Chief Operating Decision Maker, who is each Registrant's Chief Operating Executive
Common Stock	CenterPoint Energy, Inc. common stock, par value \$0.01 per share
CPCN	Certificate of Public Convenience and Necessity
CSIA	Compliance and System Improvement Adjustment
DCRF	Distribution Cost Recovery Factor
DOC	U.S. Department of Commerce
DRR	Distribution Replacement Rider
DSMA	Demand Side Management Adjustment
ECA	Environmental Cost Adjustment
EDIT	Excess deferred income taxes
EECRF	Energy Efficiency Cost Recovery Factor
EEFC	Energy Efficiency Funding Component
EEFR	Energy Efficiency Funding Rider
Energy Systems Group	Energy Systems Group, LLC, previously a wholly-owned subsidiary of Vectren
EPA	Environmental Protection Agency

GLOSSARY

Equity Distribution Agreement	Equity Distribution Agreement, dated as of January 10, 2024, by and between CenterPoint Energy, the ATM Managers, the ATM Forward Purchasers and the ATM Forward Sellers
Equity Purchase Agreement	Equity Purchase Agreement, dated as of May 21, 2023, by and between Vectren Energy Services and ESG Holdings Group
ERCOT	Electric Reliability Council of Texas
ESG Holdings Group	ESG Holdings Group, LLC, a Delaware limited liability company, and an affiliate of Oaktree Capital Management
Exchange Act	The Securities Exchange Act of 1934, as amended
February 2021 Winter Storm Event	The extreme and unprecedented winter weather event in February 2021 (Winter Storm Uri) that resulted in electricity generation supply shortages, including in Texas, and natural gas supply shortages and increased wholesale prices of natural gas in the United States, primarily due to prolonged freezing temperatures
FASB	Financial Accounting Standards Board
FERC	Federal Energy Regulatory Commission
Fitch	Fitch Ratings, Inc.
Form 10-Q	Quarterly Report on Form 10-Q
GAAP	Generally Accepted Accounting Principles
General Mortgage	General Mortgage Indenture, dated as of October 10, 2002, between Houston Electric and JPMorgan Chase Bank, as Trustee, as supplemented
GHG	Greenhouse gas
GHRI	The Greater Houston Resiliency Initiative, which was initially announced by Houston Electric in August 2024 and includes targeted actions to improve the resiliency of Houston Electric's electric grid, as well as improve customer communications and community partnerships
GRIP	Gas Reliability Infrastructure Program
GWh	Gigawatt-hours
Houston Electric	CenterPoint Energy Houston Electric, LLC and its subsidiaries
Hurricane Beryl	The powerful and destructive storm that made landfall in Texas on July 8, 2024 and caused widespread damage to Houston Electric's electric system
IDEM	Indiana Department of Environmental Management
Indiana Electric	Operations of SIGECO's electric transmission and distribution services, and includes its power generating and wholesale power operations
Indiana Gas	Indiana Gas Company, Inc., formerly a wholly-owned subsidiary of Vectren, acquired by CERC on June 30, 2022
Indiana North	Gas operations of Indiana Gas
Indiana South	Gas operations of SIGECO
Interim Condensed Financial Statements	Unaudited condensed consolidated interim financial statements and combined notes
IRA	Inflation Reduction Act of 2022
IRP	Integrated Resource Plan
IRS	Internal Revenue Service
ITC	U.S. International Trade Commission
IURC	Indiana Utility Regulatory Commission
kV	Kilovolt
kW	Kilowatt
LAMS Asset Purchase Agreement	Asset Purchase Agreement, dated as of February 19, 2024, by and among CERC Corp. and the LAMS Buyers
LAMS Buyers	Delta North Louisiana Gas Company, LLC (f/k/a Delta Utilities No. LA, LLC), a Delaware limited liability company, Delta South Louisiana Gas Company, LLC (f/k/a Delta Utilities S. LA, LLC), a Delaware limited liability company, Delta Mississippi Gas Company, LLC (f/k/a Delta Utilities MS, LLC), a Delaware limited liability company, and Delta Energy Resources, LLC (f/k/a Delta Shared Services Co., LLC), a Delaware limited liability company
LDC	Local distribution company
Load Shed	Curtailing the amount of electricity a TDU can transmit and distribute to its customers
M&DOT	Mortgage and Deed of Trust, dated November 1, 1944, between Houston Lighting and Power Company and Chase Bank of Texas, National Association (formerly, South Texas Commercial National Bank of Houston), as Trustee, as amended and supplemented
May 2024 Storm Events	The sudden and destructive severe weather events in May 2024 that included hurricane-like winds and tornadoes and resulted in widespread damage to Houston Electric's electric delivery system

GLOSSARY

May 2024 Storm Events System Restoration Bonds	Restoration Bond Company II's Series 2025-A Senior Secured System Restoration Bonds relating to the securitization of system restoration costs in connection with the May 2024 Storm Events
MDL	Multi-district litigation
MGP	Manufactured gas plant
MISO	Midcontinent Independent System Operator
Moody's	Moody's Investors Service, Inc.
MPUC	Minnesota Public Utilities Commission
MW	Megawatt(s)
NERC	North American Electric Reliability Corporation
NFGC	National Fuel Gas Company, a New Jersey corporation
NRG	NRG Energy, Inc.
NYSE	New York Stock Exchange
OBBBA	One Big Beautiful Bill Act of 2025
Ohio Securities Purchase Agreement	Securities Purchase Agreement, dated as of October 20, 2025, by and between CERC Corp. and NFGC
Oriden	Oriden LLC
Origis	Origis Energy USA Inc.
OUCC	Indiana Office of Utility Consumer Counselor
PFD	Proposal for decision
Posey Solar	Posey Solar, LLC, a special purpose entity
Posey Solar Merger Agreement	Agreement and Plan of Merger, dated as of March 7, 2025, among SIGECO and Posey Solar
PPA	Power purchase agreement
PRP	Potentially responsible party
PTCs	Production Tax Credits
PUCO	Public Utilities Commission of Ohio
PUCT	Public Utility Commission of Texas
Railroad Commission	Railroad Commission of Texas
RCRA	Resource Conservation and Recovery Act of 1976
Registrants	CenterPoint Energy, Inc., CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., collectively
REP	Retail electric provider
Restructuring	CERC Corp.'s common control acquisition of Indiana Gas and CEOH from VUH on June 30, 2022
Restoration Bond Company II	CenterPoint Energy Restoration Bond Company II, LLC, a wholly-owned subsidiary of Houston Electric
ROE	Return on equity
S&P	S&P Global Ratings
SEC	Securities and Exchange Commission
Securities Act	The Securities Act of 1933, as amended
Securitization Bonds	Transition bonds issued by Transition Bond Company IV, system restoration bonds issued by Restoration Bond Company II and SIGECO Securitization Bonds issued by the SIGECO Securitization Subsidiary
Seller Note Agreement	Seller Note Agreement by and between CERC Corp. and NFGC to be entered into at the closing of the proposed sale of all of the issued and outstanding equity interests in CEOH to NFGC contemplated by the Ohio Securities Purchase Agreement
SIGECO	Southern Indiana Gas and Electric Company, a wholly-owned subsidiary of Vectren
SIGECO Securitization Bonds	SIGECO Securitization Subsidiary's Series 2023-A Senior Secured Securitization Bonds relating to the securitization of qualified costs in connection with the retirement of SIGECO's A.B. Brown Units 1 and 2 coal-fired generation facilities
SIGECO Securitization Subsidiary	SIGECO Securitization I, LLC, a direct, wholly-owned subsidiary of SIGECO
SOAH	Texas State Office of Administrative Hearings
SOFR	Secured Overnight Financing Rate
SRC	Sales Reconciliation Component
SRP	The transmission and distribution system resiliency plan filed by Houston Electric with the PUCT on January 31, 2025
TBD	To be determined
TCA	Texas Consumer Association

GLOSSARY

TCOS	Transmission Cost of Service
TCRF	Transmission Cost Recovery Factor
TDSIC	Transmission, Distribution and Storage System Improvement Charge
TDU	Transmission and distribution utility
TEEEF	Assets leased or costs incurred as “temporary emergency electric energy facilities” under the Public Utility Regulatory Act Section 39.918, also referred to as temporary generation
TEEEF Rule	Texas Administrative Code, Title 16, Section 25.56, which became effective January 8, 2025 and refined the scope of TEEEF filings that can be made pursuant to Public Utility Regulatory Act Section 39.918
Transition Bond Company IV	CenterPoint Energy Transition Bond Company IV, LLC, a wholly-owned subsidiary of Houston Electric
Transition Services Agreement	Transition Services Agreement, dated as of March 31, 2025, by and among CenterPoint Energy Resources Corp., Delta North Louisiana Gas Company, LLC, Delta South Louisiana Gas Company, LLC, Delta Mississippi Gas Company, LLC, and Delta Energy Resources, LLC
Utility Holding	Utility Holding, LLC, a wholly-owned subsidiary of CenterPoint Energy
Vectren	Vectren, LLC, which converted its corporate structure from Vectren Corporation to a limited liability company on June 30, 2022, a wholly-owned subsidiary of CenterPoint Energy as of February 1, 2019
Vectren Energy Services	Vectren Energy Services Corporation, an Indiana corporation and a wholly-owned subsidiary of CenterPoint Energy
VIE	Variable interest entity
Vistra Energy Corp.	Texas-based energy company focused on the competitive energy and power generation markets
VRP	Voluntary Remediation Program
WBD Common	Warner Bros. Discovery, Inc. Series A common stock
Winter Storm Elliott	From December 21 to 26, 2022, a historic extratropical cyclone created winter storm conditions, including blizzards, high winds, snowfall and record cold temperatures across the majority of the United States and parts of Canada
ZENS	2.0% Zero-Premium Exchangeable Subordinated Notes due 2029
ZENS-Related Securities	As of September 30, 2025 and December 31, 2024, consisted of AT&T Common, Charter Common and WBD Common
2024 Form 10-K	Annual Report on Form 10-K for the fiscal year ended December 31, 2024 as filed with the SEC on February 20, 2025
2026 Convertible Notes	CenterPoint Energy’s 4.25% Convertible Senior Notes due 2026
2028 Convertible Notes	CenterPoint Energy’s 3.00% Convertible Senior Notes due 2028
2028 Convertible Notes Indenture	Indenture, dated as of July 31, 2025, by and between CenterPoint Energy and The Bank of New York Mellon Trust Company, National Association, as trustee

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

From time to time the Registrants make statements concerning their expectations, beliefs, plans, objectives, goals, strategies, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those expressed or implied by these statements. You can generally identify forward-looking statements by the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “objective,” “plan,” “potential,” “predict,” “projection,” “should,” “target,” “will” or other similar words.

The Registrants have based their forward-looking statements on management’s beliefs and assumptions based on information reasonably available to management at the time the statements are made. The Registrants caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, the Registrants cannot assure you that actual results will not differ materially from those expressed or implied by the Registrants’ forward-looking statements. In this combined Form 10-Q, unless context requires otherwise, the terms “our,” “we” and “us” are used as abbreviated references to CenterPoint Energy, Inc. together with its consolidated subsidiaries, including Houston Electric, CERC and SIGECO.

The following are some of the factors that could cause actual results to differ from those expressed or implied by the Registrants’ forward-looking statements and apply to all Registrants unless otherwise indicated:

- The business strategies and strategic initiatives, restructurings, joint ventures and acquisitions or dispositions of assets or businesses involving us or our industry, including the ability to successfully complete such strategies, initiatives, transactions or plans on the timelines we expect or at all, such as the announced sale of our Ohio natural gas LDC business or the completed sale of our Louisiana and Mississippi natural gas LDC businesses, which we cannot assure will have the anticipated benefits to us;
- industrial, commercial and residential growth in our service territories and changes in market demand, including in relation to the expansion of data centers, energy refining and export facilities, including hydrogen facilities, electrification of industrial processes and transport and logistics, as well as the effects of energy efficiency measures and demographic patterns, and our ability to appropriately estimate and effectively manage such demand and the business opportunities relating to such matters;
- our ability to fund and invest planned capital and the timely recovery of our investments, including the timing of and amounts sought for those related to our 10-year capital plan, including Houston Electric’s GHRI and SRP, and Indiana Electric’s generation transition plan as part of its IRPs;
- our ability to successfully construct, operate, repair, maintain and restart electric generating facilities, natural gas facilities, TEEEF and electric transmission facilities, as applicable, including in the event of a widespread outage and in relation to complying with applicable environmental and safety standards and the implementation of a well-balanced energy and resource mix, as appropriate;
- timely and appropriate rate actions that allow and authorize timely recovery of costs and a reasonable return on investment, including the timing of and amounts sought for recovery of Houston Electric’s TEEEF leases and restoration costs relating to, among other things, Hurricane Beryl, and requested or favorable adjustments to rates and approval of other requested items as part of base rate proceedings or interim rate mechanisms;
- the timing and success of, and our ability to obtain approval for matters relating to, Houston Electric’s release of its 15 large 27 MW to 32 MW TEEEF units to the San Antonio area, reduction of its TEEEF fleet capacity and reduction of rates to reflect the removal of the 15 large TEEEF units from Houston Electric’s TEEEF fleet, as well as Houston Electric’s ability to complete one or more other future transactions involving various sizes of the TEEEF units on acceptable terms and conditions within the anticipated timeframe;
- economic conditions in regional and national markets, including economic uncertainty and volatility, potential for recession, changes to inflation and interest rates, and their effect on sales, prices and costs;
- weather variations and other natural phenomena, including the impact of severe weather events on operations, capital, legislation and/or regulations, such as seen in connection with the February 2021 Winter Storm Event, the May 2024 Storm Events and Hurricane Beryl;
- volatility in the markets for natural gas as a result of, among other factors, tariffs, legislation, bans, retaliatory trade measures taken against the United States or related governmental action, as well as armed conflicts, including the conflict in the Middle East and any broader related conflict, and the conflict in Ukraine, and the related sanctions on certain Russian entities;
- non-payment for our services due to financial distress of our customers and the ability of our customers, including REPs, to satisfy their obligations to CenterPoint Energy, Houston Electric, and CERC, and the negative impact on such ability related to adverse economic conditions and severe weather events;

- public health threats and their effect on our operations, business and financial condition, our industries and the communities we serve, U.S. and world financial markets and supply chains, potential regulatory actions and changes in customer and stakeholder behavior relating thereto;
- federal, state and local legislative, executive and regulatory actions or developments affecting various aspects of our businesses, including, among others, any actions resulting from Hurricane Beryl, energy deregulation or re-regulation, pipeline integrity and safety and changes in regulation, legislation and governmental action pertaining to trade (including tariffs, bans, retaliatory trade measures taken against the United States or related governmental action), the implementation of budget and spending cuts to federal government agencies and programs, effects of government shutdowns, policies incentivizing or disincentivizing the development or utilization of alternative sources of generation (including distributed generation), health care, finance and actions regarding the rates charged by our regulated businesses;
- our ability to manage and timely execute our planned capital projects, including those contemplated in our 10-year capital plan such as Houston Electric's GHRI and SRP, obtain the anticipated benefits of such projects, complete such projects within budget and manage costs and impacts of such projects on customer affordability;
- disruptions to the global supply chain, including as a result of volatility in commodity prices, trade agreements, changes in trade relationships, geopolitical and economic uncertainty, regulatory and policy instability, severe weather events, tariffs, bans, retaliatory trade measures, legislation and governmental action impacting the supply chain, that could prevent CenterPoint Energy from securing the resources needed to, among other things, fully execute on its 10-year capital plan, including the GHRI and SRP, or achieve its net zero and GHG emissions reduction goals and otherwise impact the affordability of our rates;
- the availability of, prices for and our ability to procure materials, supplies or services and scarcity of and changes in labor for current and future projects, including those relating to our GHRI and SRP and otherwise arising from our 10-year capital plan, and operations and maintenance costs, our ability to control such costs and cost-related impacts on the affordability of our rates;
- our ability to timely obtain and maintain necessary licenses and permits from local, federal and other regulatory authorities on acceptable terms and resolve third-party challenges to such licenses or permits as applicable;
- direct or indirect effects on our facilities, resources, operations, reputation and financial condition resulting from terrorism, cyberattacks or intrusions, data security breaches or other security incidents or other attempts to disrupt our businesses or the businesses of third parties, or other catastrophic events such as fires, earthquakes, explosions, leaks, floods, droughts, hurricanes, tornadoes, derecho events, ice storms and other severe weather events, wildfires, pandemic health events, geopolitical conflict, civil unrest or other occurrences;
- risks relating to potential wildfires, including damages to our network and losses in excess of insurance liability coverage;
- tax legislation and any changes in tax laws under the current or future administrations, including the effects of the OBBBA, Executive Order 14315, the IRA and any further changes to or the repeal of the IRA, and any potential changes to tax rates, CAMT imposed, tax credits and/or interest deductibility, as well as uncertainties involving state commissions' and local municipalities' regulatory requirements and determinations regarding the treatment of EDIT and our rates;
- our ability to mitigate weather impacts through normalization or rate mechanisms, and the effectiveness of such mechanisms;
- actions by credit rating agencies, including any potential downgrades to credit ratings;
- matters affecting regulatory approval, legislative or executive actions, construction, costs, implementation of necessary technology or other issues with respect to major capital projects and programs, including those contemplated in our 10-year capital plan, that result in delays or cancellation or in costs that cannot be recouped in rates;
- local, state and federal legislative, executive and regulatory actions or developments relating to the environment, including, among others, those related to global climate risk, air emissions, GHG emissions, carbon emissions, wastewater discharges and the handling and disposal of CCR that could impact operations, cost recovery of generation plant costs and related assets, and CenterPoint Energy's net zero and GHG emissions reduction goals;
- the impact of unplanned facility outages or other closures;
- the sufficiency of our insurance coverage, including availability, cost, coverage and terms and ability to recover claims;
- impacts from CenterPoint Energy's pension and postretirement benefit plans, such as the investment performance and increases to net periodic costs as a result of plan settlements and changes in assumptions, including discount rates;
- changes in interest rates and their impact on costs of borrowing and the valuation of CenterPoint Energy's pension benefit obligation;
- commercial bank and financial market conditions, including disruptions in the banking industry, our access to capital, the cost of such capital, the results of our financing and refinancing efforts, including availability of funds in the capital markets, and impacts on our vendors, customers and suppliers;
- inability of various counterparties to meet their obligations to us;
- the extent and effectiveness of our risk management activities;

- timely and appropriate regulatory actions, which include actions allowing requested securitization, for any hurricanes or other severe weather events, such as Hurricane Beryl, or natural disasters or other amounts sought for recovery of costs, including stranded coal-fired generation asset costs;
- our ability to attract, effectively transition, motivate and retain management and key employees and maintain good labor relations;
- changes in technology, including with respect to efficient battery storage or the emergence or growth of new, developing or alternative sources of generation, and their adoption by consumers, and our ability to anticipate and adapt to technological changes;
- advances in AI and our success in timely adopting, developing and deploying AI;
- the impact of climate risk and alternate energy sources on the demand for natural gas and electricity generated or transmitted by us;
- the timing and outcome of any audits, disputes and other proceedings related to taxes;
- the recording of impairment charges;
- political and economic developments and actions, including energy and environmental policies under the current administration;
- CenterPoint Energy’s ability to execute on its strategy, initiatives, targets and goals, including its net zero and GHG emissions reduction goals and its operations and maintenance expenditure goals;
- the outcome of litigation, including litigation related to the February 2021 Winter Storm Event and Hurricane Beryl;
- the effect of changes in and application of accounting standards and pronouncements; and
- other factors discussed in “Risk Factors” in Part I, Item 1A of the Registrants’ combined 2024 Form 10-K, which are incorporated herein by reference, Part II, Item 1A of this combined Form 10-Q, and in other reports that the Registrants file from time to time with the SEC.

You should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement and, other than as required under applicable securities laws, the Registrants undertake no obligation to update or revise any forward-looking statements. Investors should note that the Registrants announce material financial and other information in SEC filings, press releases and public conference calls. Based on guidance from the SEC, the Registrants may use the Investors section of CenterPoint Energy’s website (<http://www.centerpointenergy.com>) to communicate with investors about the Registrants. It is possible that the financial and other information posted there could be deemed to be material information. The information on CenterPoint Energy’s website is not part of this combined Form 10-Q.

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED STATEMENTS OF CONSOLIDATED INCOME
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(in millions, except per share amounts)				
Revenues:				
Utility revenues	\$ 1,975	\$ 1,842	\$ 6,810	\$ 6,341
Non-utility revenues	13	14	42	40
Total	<u>1,988</u>	<u>1,856</u>	<u>6,852</u>	<u>6,381</u>
Expenses:				
Utility natural gas, fuel and purchased power	219	197	1,525	1,217
Non-utility cost of revenues, including natural gas	1	1	4	2
Operation and maintenance	741	775	2,203	2,162
Depreciation and amortization	392	334	1,125	1,083
Taxes other than income taxes	133	125	427	410
Total	<u>1,486</u>	<u>1,432</u>	<u>5,284</u>	<u>4,874</u>
Operating Income	<u>502</u>	<u>424</u>	<u>1,568</u>	<u>1,507</u>
Other Income (Expense):				
Loss on sale	—	—	(43)	—
Gain (loss) on equity securities	(104)	54	18	(10)
Gain (loss) on indexed debt securities	105	(53)	(16)	14
Interest expense and other finance charges	(238)	(191)	(663)	(601)
Interest expense on Securitization Bonds	(5)	(4)	(13)	(15)
Other income, net	26	15	66	39
Total	<u>(216)</u>	<u>(179)</u>	<u>(651)</u>	<u>(573)</u>
Income Before Income Taxes	<u>286</u>	<u>245</u>	<u>917</u>	<u>934</u>
Income tax expense (benefit)	(7)	52	129	163
Net Income	<u>\$ 293</u>	<u>\$ 193</u>	<u>\$ 788</u>	<u>\$ 771</u>
Basic Earnings Per Common Share	<u>\$ 0.45</u>	<u>\$ 0.30</u>	<u>\$ 1.21</u>	<u>\$ 1.20</u>
Diluted Earnings Per Common Share	<u>\$ 0.45</u>	<u>\$ 0.30</u>	<u>\$ 1.20</u>	<u>\$ 1.20</u>
Weighted Average Common Shares Outstanding, Basic	653	648	653	640
Weighted Average Common Shares Outstanding, Diluted	656	648	655	641

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME
(Unaudited)

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2025</u>	<u>2024</u>	<u>2025</u>	<u>2024</u>
	(in millions)			
Net income	\$ 293	\$ 193	\$ 788	\$ 771
Other comprehensive income (loss):				
Adjustment to pension and other postretirement plans (net of tax of \$-0-, \$-0-, \$-0- and \$-0-)	(2)	1	(1)	2
Net deferred gain from cash flow hedges (net of tax of \$-0-, \$-0-, \$-0- and \$1)	—	—	—	4
Reclassification of deferred gain from cash flow hedges realized in net income (net of tax of \$-0-, \$-0-, \$-0- and \$-0-)	—	(1)	(1)	(1)
Total	(2)	—	(2)	5
Comprehensive income	<u>\$ 291</u>	<u>\$ 193</u>	<u>\$ 786</u>	<u>\$ 776</u>

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2025	December 31, 2024
(in millions)		
ASSETS		
Current Assets:		
Cash and cash equivalents (\$31 and \$21 related to VIEs, respectively)	\$ 37	\$ 24
Investment in equity securities	579	561
Accounts receivable (\$2 and \$2 related to VIEs, respectively), less allowance for credit losses of \$22 and \$28, respectively	787	717
Accrued unbilled revenues (\$4 and \$2 related to VIEs, respectively), less allowance for credit losses of \$1 and \$2, respectively	448	521
Natural gas and coal inventory	233	173
Materials and supplies	549	541
Taxes receivable	59	121
Current assets held for sale	—	1,361
Regulatory assets	156	239
Prepaid expenses and other current assets (\$4 and \$2 related to VIEs, respectively)	101	123
Total current assets	2,949	4,381
Property, Plant and Equipment, Net:		
Property, plant and equipment	45,578	42,667
Less: accumulated depreciation and amortization	11,031	10,578
Property, plant and equipment, net	34,547	32,089
Other Assets:		
Goodwill	3,943	3,943
Regulatory assets (\$695 and \$313 related to VIEs, respectively)	3,371	3,108
Other non-current assets	239	247
Total other assets	7,553	7,298
Total Assets	\$ 45,049	\$ 43,768

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS – (continued)
(Unaudited)

	September 30, 2025	December 31, 2024
	(in millions, except par value and shares)	
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities:		
Short-term borrowings	\$ 500	\$ 500
Current portion of VIE Securitization Bonds long-term debt	29	13
Indexed debt, net	1	2
Current portion of other long-term debt	2,373	51
Indexed debt securities derivative	635	619
Accounts payable	968	1,320
Taxes accrued	275	329
Interest accrued (\$7 and \$2 related to VIEs, respectively)	247	274
Dividends accrued	144	143
Customer deposits	95	93
Current liabilities held for sale	—	176
Other current liabilities (\$15 and \$-0- related to VIEs, respectively)	476	525
Total current liabilities	5,743	4,045
Other Liabilities:		
Deferred income taxes, net	4,546	4,389
Benefit obligations	460	550
Regulatory liabilities	3,085	2,999
Other non-current liabilities	780	722
Total other liabilities	8,871	8,660
Long-term Debt, Net:		
VIE Securitization Bonds, net	681	308
Other long-term debt, net	18,719	20,089
Total long-term debt, net	19,400	20,397
Commitments and Contingencies (Note 11)		
Shareholders' Equity:		
Common stock, \$0.01 par value, 1,000,000,000 shares authorized, 652,865,523 shares and 651,727,276 shares outstanding, respectively	6	6
Additional paid-in capital	9,119	9,105
Retained earnings	1,929	1,572
Accumulated other comprehensive loss	(19)	(17)
Total shareholders' equity	11,035	10,666
Total Liabilities and Shareholders' Equity	\$ 45,049	\$ 43,768

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2025	2024
	(in millions)	
Cash Flows from Operating Activities:		
Net income	\$ 788	\$ 771
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,125	1,083
Deferred income taxes	84	238
Loss on sale	43	—
Loss (gain) on equity securities	(18)	10
Loss (gain) on indexed debt securities	16	(14)
Pension and postretirement contributions	(111)	(5)
Changes in other assets and liabilities:		
Accounts receivable and unbilled revenues, net	23	145
Inventory	(64)	19
Taxes receivable	62	(75)
Accounts payable	(271)	(247)
Current regulatory assets and liabilities	79	(91)
Other current assets and liabilities	(130)	(25)
Non-current regulatory assets and liabilities	21	(553)
Other non-current assets and liabilities	119	31
Other operating activities, net	(54)	(37)
Net cash provided by operating activities	<u>1,712</u>	<u>1,250</u>
Cash Flows from Investing Activities:		
Capital expenditures	(3,389)	(2,501)
Payment for asset acquisition	(357)	—
Proceeds from divestiture	1,219	—
Other investing activities, net	(75)	(58)
Net cash used in investing activities	<u>(2,602)</u>	<u>(2,559)</u>
Cash Flows from Financing Activities:		
Decrease in short-term borrowings, net	(3)	(2)
Payment of commercial paper, net	(405)	(520)
Proceeds from long-term debt and term loans, net	2,852	2,757
Payments of long-term debt and term loans, including make-whole premiums	(1,073)	(963)
Payment of debt issuance costs	(17)	(25)
Payment of dividends on Common Stock	(431)	(384)
Proceeds from issuance of Common Stock, net	—	494
Other financing activities, net	(18)	(28)
Net cash provided by financing activities	<u>905</u>	<u>1,329</u>
Net Increase in Cash, Cash Equivalents and Restricted Cash	<u>15</u>	<u>20</u>
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	<u>30</u>	<u>109</u>
Cash, Cash Equivalents and Restricted Cash at End of Period	<u>\$ 45</u>	<u>\$ 129</u>
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest, net of capitalized interest	\$ 763	\$ 620
Refunds received for income taxes, net	(15)	(8)
Supplemental Disclosure of Non-cash Transactions		
Accounts payable related to capital expenditures	\$ 315	\$ 1,133
ROU assets obtained in exchange for lease liabilities	—	5

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CONDENSED STATEMENTS OF CONSOLIDATED CHANGES IN EQUITY
(Unaudited)

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount
(in millions of dollars and shares, except authorized shares and par value)								
Common Stock, \$0.01 par value; authorized 1,000,000,000 shares								
Balance, beginning of period	653	\$ 6	642	\$ 6	652	\$ 6	631	\$ 6
Issuances of Common Stock	—	—	10	—	—	—	19	—
Issuances related to benefit and investment plans	—	—	—	—	1	—	2	—
Balance, end of period	<u>653</u>	<u>6</u>	<u>652</u>	<u>6</u>	<u>653</u>	<u>6</u>	<u>652</u>	<u>6</u>
Additional Paid-in-Capital								
Balance, beginning of period		9,107		8,836		9,105		8,604
Issuances of Common Stock, net of issuance costs		—		247		—		494
Issuances related to benefit and investment plans		12		8		14		(7)
Balance, end of period		<u>9,119</u>		<u>9,091</u>		<u>9,119</u>		<u>9,091</u>
Retained Earnings								
Balance, beginning of period		1,923		1,542		1,572		1,092
Net income		293		193		788		771
Common Stock dividends declared (see Note 15)		(287)		(267)		(431)		(395)
Balance, end of period		<u>1,929</u>		<u>1,468</u>		<u>1,929</u>		<u>1,468</u>
Accumulated Other Comprehensive Loss								
Balance, beginning of period		(17)		(30)		(17)		(35)
Other comprehensive income (loss)		(2)		—		(2)		5
Balance, end of period		<u>(19)</u>		<u>(30)</u>		<u>(19)</u>		<u>(30)</u>
Total Shareholders' Equity		<u>\$ 11,035</u>		<u>\$ 10,535</u>		<u>\$ 11,035</u>		<u>\$ 10,535</u>

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED INCOME
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Revenues	\$ 1,132	\$ 1,058	\$ 3,024	\$ 3,003
Expenses:				
Operation and maintenance	475	533	1,405	1,426
Depreciation and amortization	210	171	585	580
Taxes other than income taxes	79	71	232	221
Total	764	775	2,222	2,227
Operating Income	368	283	802	776
Other Income (Expense):				
Interest expense and other finance charges	(96)	(74)	(272)	(229)
Interest expense on Securitization Bonds	(1)	(1)	(1)	(3)
Other income, net	11	12	34	33
Total	(86)	(63)	(239)	(199)
Income Before Income Taxes	282	220	563	577
Income tax expense	51	41	107	112
Net Income	\$ 231	\$ 179	\$ 456	\$ 465

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2025	December 31, 2024
	(in millions)	
ASSETS		
Current Assets:		
Cash and cash equivalents (\$15 and \$14 related to VIEs, respectively)	\$ 17	\$ 14
Accounts and notes receivable, less allowance for credit losses of \$2 and \$2, respectively	449	307
Accounts and notes receivable—affiliated companies	512	371
Accrued unbilled revenues (\$2 and \$-0- related to VIEs, respectively)	270	137
Materials and supplies	384	392
Taxes receivable	8	—
Prepaid expenses and other current assets (\$2 and \$-0- related to VIEs, respectively)	15	44
Total current assets	1,655	1,265
Property, Plant and Equipment, Net:		
Property, plant and equipment	23,088	21,750
Less: accumulated depreciation and amortization	4,917	4,628
Property, plant and equipment, net	18,171	17,122
Other Assets:		
Regulatory assets (\$394 and \$-0- related to VIEs, respectively)	1,614	1,284
Other non-current assets	53	41
Total other assets	1,667	1,325
Total Assets	\$ 21,493	\$ 19,712
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities:		
Short-term borrowings	\$ 500	\$ 500
Current portion of VIE Securitization Bonds long-term debt	16	—
Current portion of other long-term debt	534	—
Accounts payable	485	681
Accounts payable—affiliated companies	80	119
Taxes accrued	181	189
Interest accrued (\$1 and \$-0- related to VIEs, respectively)	127	108
Other current liabilities (\$15 and \$-0- related to VIEs, respectively)	165	144
Total current liabilities	2,088	1,741
Other Liabilities:		
Deferred income taxes, net	1,594	1,502
Benefit obligations	30	32
Regulatory liabilities	901	861
Other non-current liabilities	92	95
Total other liabilities	2,617	2,490
Long-term Debt, net:		
VIE Securitization Bonds, net	380	—
Other long-term debt, net	8,881	8,322
Total long-term debt, net	9,261	8,322
Commitments and Contingencies (Note 11)		
Member's Equity:		
Common stock	—	—
Additional paid-in capital	5,683	5,589
Retained earnings	1,845	1,571
Accumulated other comprehensive loss	(1)	(1)
Total member's equity	7,527	7,159
Total Liabilities and Member's Equity	\$ 21,493	\$ 19,712

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2025	2024
	(in millions)	
Cash Flows from Operating Activities:		
Net income	\$ 456	\$ 465
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	585	580
Deferred income taxes	73	42
Changes in other assets and liabilities:		
Accounts receivable and unbilled revenues, net	(275)	(203)
Accounts receivable/payable—affiliated companies	(39)	(19)
Inventory	8	16
Accounts payable	(110)	(113)
Taxes receivable	(8)	38
Current regulatory assets and liabilities	8	(1)
Other current assets and liabilities	55	53
Non-current regulatory assets and liabilities	(93)	(527)
Other non-current assets and liabilities	6	(10)
Other operating activities, net	(14)	(15)
Net cash provided by operating activities	652	306
Cash Flows from Investing Activities:		
Capital expenditures	(1,958)	(1,171)
(Increase) decrease in notes receivable—affiliated companies	(141)	238
Other investing activities, net	61	(111)
Net cash used in investing activities	(2,038)	(1,044)
Cash Flows from Financing Activities:		
Proceeds from long-term debt and term loan, net	1,496	699
Payments of long-term debt	—	(80)
Increase in notes payable—affiliated companies	—	71
Payment of debt issuance costs	(16)	(4)
Dividend to parent	(182)	(249)
Contribution from parent	94	324
Other financing activities, net	(1)	(2)
Net cash provided by financing activities	1,391	759
Net Increase in Cash, Cash Equivalents and Restricted Cash	5	21
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	14	89
Cash, Cash Equivalents and Restricted Cash at End of Period	\$ 19	\$ 110
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest, net of capitalized interest	\$ 284	\$ 218
Cash paid for income taxes, net	28	26
Supplemental Disclosure of Non-cash Transactions		
Accounts payable related to capital expenditures	\$ 231	\$ 1,075

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED CHANGES IN EQUITY
(Unaudited)

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount
	(in millions, except share amounts)							
Common Stock								
Balance, beginning of period	1,000	\$ —	1,000	\$ —	1,000	\$ —	1,000	\$ —
Balance, end of period	1,000	—	1,000	—	1,000	—	1,000	—
Additional Paid-in-Capital								
Balance, beginning of period		5,589		4,975		5,589		4,745
Contribution from parent		94		94		94		324
Balance, end of period		5,683		5,069		5,683		5,069
Retained Earnings								
Balance, beginning of period		1,614		1,495		1,571		1,364
Net income		231		179		456		465
Dividend to parent		—		(94)		(182)		(249)
Balance, end of period		1,845		1,580		1,845		1,580
Accumulated Other Comprehensive Loss								
Balance, beginning of period		(1)		—		(1)		—
Balance, end of period		(1)		—		(1)		—
Total Member's Equity		\$ 7,527		\$ 6,649		\$ 7,527		\$ 6,649

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED INCOME
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Revenues:				
Utility revenues	\$ 596	\$ 589	\$ 3,091	\$ 2,757
Non-utility revenues	11	11	35	34
Total	<u>607</u>	<u>600</u>	<u>3,126</u>	<u>2,791</u>
Expenses:				
Utility natural gas	146	140	1,286	1,046
Non-utility cost of revenues, including natural gas	1	1	4	2
Operation and maintenance	211	207	654	614
Depreciation and amortization	133	124	406	389
Taxes other than income taxes	50	51	179	176
Total	<u>541</u>	<u>523</u>	<u>2,529</u>	<u>2,227</u>
Operating Income	<u>66</u>	<u>77</u>	<u>597</u>	<u>564</u>
Other Income (Expense):				
Gain on sale	—	—	52	—
Interest expense and other finance charges	(49)	(38)	(144)	(145)
Other income, net	6	4	20	10
Total	<u>(43)</u>	<u>(34)</u>	<u>(72)</u>	<u>(135)</u>
Income Before Income Taxes	<u>23</u>	<u>43</u>	<u>525</u>	<u>429</u>
Income tax expense (benefit)	(51)	9	60	84
Net Income	<u>\$ 74</u>	<u>\$ 34</u>	<u>\$ 465</u>	<u>\$ 345</u>

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED COMPREHENSIVE INCOME
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Net income	\$ 74	\$ 34	\$ 465	\$ 345
Other comprehensive income (loss):				
Adjustment to pension and other postretirement plans (net of tax of \$-0-, \$-0-, \$-0- and \$-0-)	(2)	—	(2)	(1)
Other comprehensive loss	(2)	—	(2)	(1)
Comprehensive income	<u>\$ 72</u>	<u>\$ 34</u>	<u>\$ 463</u>	<u>\$ 344</u>

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2025	December 31, 2024
(in millions)		
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ —	\$ 2
Accounts receivable, less allowance for credit losses of \$18 and \$24, respectively	255	349
Accrued unbilled revenues, less allowance for credit losses of \$-0- and \$2, respectively	119	338
Accounts receivable—affiliated companies	2	6
Materials and supplies	120	105
Natural gas inventory	190	137
Taxes receivable	—	46
Current assets held for sale	—	1,266
Regulatory assets	150	238
Prepaid expenses and other current assets	35	50
Total current assets	871	2,537
Property, Plant and Equipment, Net:		
Property, plant and equipment	16,499	15,552
Less: accumulated depreciation and amortization	4,285	4,146
Property, plant and equipment, net	12,214	11,406
Other Assets:		
Goodwill	1,461	1,461
Regulatory assets	852	903
Other non-current assets	61	118
Total other assets	2,374	2,482
Total Assets	\$ 15,459	\$ 16,425

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED CONSOLIDATED BALANCE SHEETS – (continued)
(Unaudited)

	September 30, 2025	December 31, 2024
	(in millions)	
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current Liabilities:		
Current portion of long-term debt	\$ 280	\$ 10
Accounts payable	315	405
Accounts payable–affiliated companies	100	101
Taxes accrued	137	150
Interest accrued	48	82
Customer deposits	84	81
Current liabilities held for sale	—	176
Other current liabilities	203	255
Total current liabilities	1,167	1,260
Other Liabilities:		
Deferred income taxes, net	1,409	1,370
Benefit obligations	60	63
Regulatory liabilities	1,943	1,887
Other non-current liabilities	415	403
Total other liabilities	3,827	3,723
Long-Term Debt, Net	4,427	5,174
Commitments and Contingencies (Note 11)		
Stockholder's Equity:		
Common stock	—	—
Additional paid-in capital	4,519	4,519
Retained earnings	1,504	1,732
Accumulated other comprehensive income	15	17
Total stockholder's equity	6,038	6,268
Total Liabilities and Stockholder's Equity	\$ 15,459	\$ 16,425

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED CASH FLOWS
(Unaudited)

	Nine Months Ended September 30,	
	2025	2024
	(in millions)	
Cash Flows from Operating Activities:		
Net income	\$ 465	\$ 345
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	406	389
Deferred income taxes	(4)	95
Gain on sale	(52)	—
Changes in other assets and liabilities:		
Accounts receivable and unbilled revenues, net	331	333
Accounts receivable/payable—affiliated companies	3	(1)
Inventory	(63)	(9)
Taxes receivable	46	(5)
Accounts payable	(107)	(124)
Current regulatory assets and liabilities	76	(89)
Other current assets and liabilities	(94)	(41)
Non-current regulatory assets and liabilities	(33)	(20)
Other non-current assets and liabilities	188	18
Other operating activities, net	(34)	(33)
Net cash provided by operating activities	<u>1,128</u>	<u>858</u>
Cash Flows from Investing Activities:		
Capital expenditures	(1,086)	(1,027)
Decrease in notes receivable—affiliated companies	—	1
Proceeds from divestiture	1,219	—
Other investing activities, net	(97)	44
Net cash provided by (used in) investing activities	<u>36</u>	<u>(982)</u>
Cash Flows from Financing Activities:		
Decrease in short-term borrowings, net	(3)	(2)
Payments of commercial paper, net	(48)	(287)
Proceeds from long-term debt and term loan, net	—	399
Payments of long-term debt and term loan	(421)	—
Payment of debt issuance costs	—	(4)
Dividends to parent	(693)	(270)
Contribution from parent	—	290
Other financing activities, net	(1)	(2)
Net cash provided by financing activities	<u>(1,166)</u>	<u>124</u>
Net Decrease in Cash, Cash Equivalents and Restricted Cash	<u>(2)</u>	<u>—</u>
Cash, Cash Equivalents and Restricted Cash at Beginning of Period	<u>2</u>	<u>1</u>
Cash, Cash Equivalents and Restricted Cash at End of Period	<u>\$ —</u>	<u>\$ 1</u>
Supplemental Disclosure of Cash Flow Information		
Cash paid for interest, net of capitalized interest	\$ 185	\$ 169
Cash paid (refunds received) for income taxes, net	(1)	3
Supplemental Disclosure of Non-cash Transactions		
Accounts payable related to capital expenditures	\$ 102	\$ 97

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES
(AN INDIRECT, WHOLLY-OWNED SUBSIDIARY OF CENTERPOINT ENERGY, INC.)
CONDENSED STATEMENTS OF CONSOLIDATED CHANGES IN EQUITY
(Unaudited)

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount
	(in millions, except share amounts)							
Common Stock								
Balance, beginning of period	1,000	\$ —	1,000	\$ —	1,000	\$ —	1,000	\$ —
Balance, end of period	1,000	—	1,000	—	1,000	—	1,000	—
Additional Paid-in-Capital								
Balance, beginning of period		4,519		4,519		4,519		4,229
Contribution from parent		—		—		—		290
Balance, end of period		4,519		4,519		4,519		4,519
Retained Earnings								
Balance, beginning of period		1,473		1,699		1,732		1,634
Net income		74		34		465		345
Dividend to parent		(43)		(24)		(693)		(270)
Balance, end of period		1,504		1,709		1,504		1,709
Accumulated Other Comprehensive Income								
Balance, beginning of period		17		15		17		16
Other comprehensive loss		(2)		—		(2)		(1)
Balance, end of period		15		15		15		15
Total Stockholder's Equity		<u>\$ 6,038</u>		<u>\$ 6,243</u>		<u>\$ 6,038</u>		<u>\$ 6,243</u>

See Combined Notes to Interim Condensed Financial Statements

CENTERPOINT ENERGY, INC. AND SUBSIDIARIES
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC AND SUBSIDIARIES
CENTERPOINT ENERGY RESOURCES CORP. AND SUBSIDIARIES

COMBINED NOTES TO INTERIM CONDENSED FINANCIAL STATEMENTS

(1) Background and Basis of Presentation

General. This combined Form 10-Q is filed separately by three registrants: CenterPoint Energy, Inc., CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp. Information contained herein relating to any individual registrant is filed by such registrant solely on its own behalf. Each registrant makes no representation as to information relating exclusively to the other Registrants or the subsidiaries of CenterPoint Energy, Inc. other than itself or its subsidiaries.

Except as discussed in Note 9, no registrant has an obligation in respect of any other Registrant's debt securities, and holders of such debt securities should not consider the financial resources or results of operations of any Registrant other than the obligor in making a decision with respect to such securities.

Basis of Presentation. Included in this combined Form 10-Q are the Interim Condensed Financial Statements of the Registrants. The Interim Condensed Financial Statements, which omit certain financial statement disclosures, are unaudited and should be read with the Registrants' financial statements included in the Registrants' combined 2024 Form 10-K. The Combined Notes to Interim Condensed Financial Statements apply to all Registrants and specific references to Houston Electric and CERC herein also pertain to CenterPoint Energy, unless otherwise indicated. The Interim Condensed Financial Statements reflect all normal and recurring adjustments that are, in the opinion of management, necessary to present fairly the financial position, results of operations and cash flows for the respective periods. Amounts reported in the Condensed Statements of Consolidated Income are not necessarily indicative of amounts expected for a full-year period due to the effects of, among other things, (a) seasonal fluctuations in demand for energy, (b) changes in energy commodity prices and the impact of tariffs, (c) timing of maintenance and other expenditures and (d) acquisitions and dispositions of businesses, assets and other interests.

Background. CenterPoint Energy is a public utility holding company. CenterPoint Energy's operating subsidiaries own and operate electric transmission, distribution and generation facilities and natural gas distribution systems.

As of September 30, 2025, CenterPoint Energy's operating subsidiaries were as follows:

- Houston Electric owns and operates electric transmission and distribution facilities in the Texas Gulf Coast area that includes the city of Houston;
- CERC Corp. (i) directly owns and operates natural gas distribution systems in Minnesota and Texas, (ii) indirectly, through Indiana Gas and CEOH, owns and operates natural gas distribution systems in Indiana and Ohio, respectively, and (iii) owns and operates permanent pipeline connections through interconnects with various interstate and intrastate pipeline companies through CEIP; and
- SIGECO provides energy delivery services to electric and natural gas customers located in and near Evansville in southwestern Indiana and owns and operates electric generation assets to serve its electric customers and optimizes those assets in the wholesale power market.

As of September 30, 2025, CenterPoint Energy's reportable segments were Electric, Natural Gas, and Corporate and Other. Houston Electric and CERC each consist of a single reportable segment. For a description of CenterPoint Energy's reportable segments, see Note 13.

On March 7, 2025, SIGECO acquired 100% of the equity interests in Posey Solar, which was constructing a 191 MW solar array in Posey County, Indiana, for approximately \$357 million. On March 31, 2025, CenterPoint Energy, through its subsidiary CERC Corp., completed the sale of its Louisiana and Mississippi natural gas LDC businesses for approximately \$1.2 billion, subject to adjustment as set forth in the LAMS Asset Purchase Agreement, including adjustments based on net working capital, regulatory assets and liabilities and capital expenditures at closing. For additional information related to both transactions, see Note 3.

On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 to the Interim Condensed Financial Statements.

Principles of Consolidation. The accompanying Interim Condensed Financial Statements have been prepared in conformity with GAAP. The accounts of the Registrants and their wholly-owned and majority-owned and controlled subsidiaries are included in the Interim Condensed Financial Statements. All intercompany transactions and balances are eliminated in consolidation; however, intercompany profits have not been eliminated when such amounts are probable of recovery under the affiliates' rate regulation process.

As of September 30, 2025, CenterPoint Energy, Houston Electric and SIGECO had VIEs including Transition Bond Company IV, Restoration Bond Company II and the SIGECO Securitization Subsidiary, which are consolidated. The consolidated VIEs are wholly-owned, bankruptcy-remote, special purpose entities that were formed solely for the purpose of securitizing transition property or system restoration property or facilitating the securitization financing of qualified costs. CenterPoint Energy, through SIGECO, has a controlling financial interest in the SIGECO Securitization Subsidiary and is its primary beneficiary. Houston Electric has a controlling financial interest in each of the Bond Companies and is the primary beneficiary of each of the Bond Companies. Creditors of CenterPoint Energy, Houston Electric and SIGECO have no recourse to any assets or revenues of the Bond Companies or the SIGECO Securitization Subsidiary, as applicable. The Securitization Bonds issued by these VIEs are payable only from and secured by transition property, system restoration property or securitization property, as applicable, and the bondholders have no recourse to the general credit of CenterPoint Energy, Houston Electric or SIGECO. For further information, see Note 6.

The preparation of the Registrants' financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(2) Accounting Policies and Recent Accounting Pronouncements

There have been no material changes in our significant accounting policies from those described in our combined 2024 Form 10-K.

Cash and Cash Equivalents and Restricted Cash

The table below provides a reconciliation of cash, cash equivalents and restricted cash reported in the Condensed Consolidated Balance Sheets to the amount reported in the Condensed Statements of Consolidated Cash Flows:

	September 30, 2025			December 31, 2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Cash and cash equivalents (1)	\$ 37	\$ 17	\$ —	\$ 24	\$ 14	\$ 2
Restricted cash included in Prepaid expenses and other current assets (2)	8	2	—	6	—	—
Total cash, cash equivalents and restricted cash shown in Condensed Statements of Consolidated Cash Flows	<u>\$ 45</u>	<u>\$ 19</u>	<u>\$ —</u>	<u>\$ 30</u>	<u>\$ 14</u>	<u>\$ 2</u>

- (1) Cash and cash equivalents related to VIEs as of September 30, 2025 and December 31, 2024 included \$31 million and \$21 million, respectively, at CenterPoint Energy and \$15 million and \$14 million, respectively, at Houston Electric.
- (2) Restricted cash primarily related to accounts established by CenterPoint Energy in connection with the issuance of the Securitization Bonds to collateralize the Securitization Bonds that were issued in these financing transactions. These restricted cash accounts are not available for withdrawal until the maturity of the Securitization Bonds.

Goodwill (CenterPoint Energy and CERC)

CenterPoint Energy and CERC perform goodwill impairment tests at least annually and evaluate goodwill when events or changes in circumstances indicate that its carrying value may not be recoverable. Goodwill is evaluated for impairment by performing a qualitative assessment or using a quantitative test. If we choose to perform a qualitative assessment and determine it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the quantitative test is then performed; otherwise, no further testing is required. The quantitative test, if required, is performed by comparing the fair value of each reporting unit with the carrying amount of the reporting unit, including goodwill. The estimated fair value of the reporting unit is primarily determined based on an income approach or a weighted combination of income and market

approaches. When the carrying amount is in excess of the estimated fair value of the reporting unit, the excess amount is recorded as an impairment charge, not to exceed the carrying amount of goodwill. CenterPoint Energy and CERC performed their annual goodwill impairment tests in the third quarter of 2025 and determined that no goodwill impairment charge was required for any reporting unit as a result of those tests.

Recent Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures (“ASU 2023-09”). This ASU enhances the transparency of income tax disclosures related to rate reconciliation and income taxes. ASU 2023-09 is effective for annual periods beginning after December 15, 2024. The Registrants plan to adopt this ASU on December 31, 2025, on a retrospective basis. The adoption of this ASU is not expected to have an impact on our consolidated financial statements; however, it is expected to result in additional footnote disclosures.

In November 2024, the FASB issued ASU 2024-03, Income Statement—Reporting Comprehensive Income (Topic 220): Expense Disaggregation Disclosures (“ASU 2024-03”). This ASU improves disclosure of a public business entity’s expense by requiring disaggregated disclosure of expenses in commonly presented expense captions. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and for interim periods beginning after December 15, 2027. Early adoption is permitted. The Registrants are currently evaluating the impact of this ASU on their respective consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software (“ASU 2025-06”). This ASU modernizes the accounting for software costs to adapt to an incremental and iterative software development method. ASU 2025-06 is effective for annual periods beginning after December 15, 2027, and may be applied using a prospective, modified prospective or retrospective transition approach. The Registrants are currently evaluating the impact of this ASU on their respective consolidated financial statements.

Management believes that all other recently adopted and recently issued accounting standards that are not yet effective will not have a material impact on the Registrants’ financial position, results of operations or cash flows upon adoption.

(3) Acquisition and Divestiture (CenterPoint Energy and CERC)

Divestiture of Louisiana and Mississippi Natural Gas Businesses. On February 19, 2024, CERC Corp. entered into the LAMS Asset Purchase Agreement, pursuant to which CERC Corp. agreed to sell its Louisiana and Mississippi natural gas LDC businesses. The purchase price for the Louisiana and Mississippi natural gas LDC businesses was \$1.2 billion, subject to adjustment as set forth in the LAMS Asset Purchase Agreement, including adjustments based on net working capital, regulatory assets and liabilities and capital expenditures at closing. The transaction closed on March 31, 2025. As of the closing date, the businesses included approximately 12,000 miles of main pipeline in Louisiana and Mississippi serving approximately 380,000 customers. Prior to the sale, the Louisiana and Mississippi natural gas LDC businesses were reflected in CenterPoint Energy’s Natural Gas reportable segment and CERC’s single reportable segment, as applicable.

The sale was considered an asset sale for tax purposes, requiring net deferred tax liabilities to be excluded from held for sale balances. The deferred taxes associated with the businesses were recognized as a deferred income tax benefit by CenterPoint Energy and CERC upon closing of the sale in 2025.

Although the Louisiana and Mississippi natural gas LDC businesses met the held for sale criteria as of December 31, 2024, their disposals did not represent a strategic shift for CenterPoint Energy or CERC, as both retain significant operations in, and continue to invest in, their natural gas businesses. Therefore, the assets and liabilities, as well as the related income and expenses, associated with these transactions were not reflected as discontinued operations on CenterPoint Energy’s or CERC’s Condensed Consolidated Balance Sheets and Condensed Statements of Consolidated Income, as applicable. Since the depreciation on the Louisiana and Mississippi natural gas LDC businesses’ assets continued to be reflected in revenues through customer rates until the closing of the transaction and was then reflected in the carryover basis of the rate-regulated assets after the sale, CenterPoint Energy and CERC continued to record depreciation on those assets through the closing of the transaction. The Registrants recorded assets and liabilities held for sale at the lower of their carrying value or their estimated fair value less cost to sell.

CenterPoint Energy and CERC recognized a loss of \$43 million and a gain of \$52 million, respectively, net of transaction costs of \$21 million, in connection with the closing of the disposition of the Louisiana and Mississippi natural gas LDC businesses during the nine months ended September 30, 2025. Goodwill of \$217 million and \$122 million was allocated to the Louisiana and Mississippi natural gas LDC businesses by CenterPoint Energy and CERC, respectively, at the time the held for sale criteria was met and such amount was subsequently derecognized following the completion of the sale on March 31, 2025.

As of September 30, 2025, CenterPoint Energy and CERC had a receivable of \$12 million for working capital and other customary adjustments set forth in the LAMS Asset Purchase Agreement.

The assets and liabilities of the Louisiana and Mississippi natural gas LDC businesses classified as held for sale in CenterPoint Energy's and CERC's Condensed Consolidated Balance Sheets, as applicable, as of December 31, 2024 included the following:

	December 31, 2024	
	CenterPoint Energy	CERC
	(in millions)	
Receivables, net	\$ 27	\$ 27
Accrued unbilled revenues	26	26
Materials and supplies	13	13
Natural gas inventory	5	5
Property, plant and equipment, net	1,052	1,052
Goodwill	217	122
Regulatory assets	15	15
Other	6	6
Total current assets held for sale	\$ 1,361	\$ 1,266
Short-term borrowings	\$ 3	\$ 3
Accounts payable	44	44
Customer deposits	14	14
Regulatory liabilities	31	31
Other	84	84
Total current liabilities held for sale	\$ 176	\$ 176

The pre-tax income for the Louisiana and Mississippi natural gas LDC businesses, excluding interest and corporate allocations, included in CenterPoint Energy's and CERC's Condensed Statements of Consolidated Income is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Income Before Income Taxes	\$ —	\$ 1	\$ 48	\$ 45

Effective on the date of the closing of the disposition of the Louisiana and Mississippi natural gas LDC businesses, CERC entered into the Transition Services Agreement, whereby CERC agreed to provide certain transition services, including accounting, customer operations, procurement, and technology functions, for a term of up to 24 months. Subject to the conditions in the Transition Services Agreement, the LAMS Buyers may terminate these support services with 60 days prior written notice. CenterPoint Energy's and CERC's charges to the LAMS Buyers for reimbursement of transition services and one-time setup costs were \$8.8 million and \$24.8 million during the three and nine months ended September 30, 2025, respectively. CenterPoint Energy's and CERC's Condensed Consolidated Balance Sheets included a receivable due from the LAMS Buyers for transition services in the amount of \$6.6 million as of September 30, 2025.

Acquisition of Posey Solar. On March 7, 2025, SIGECO acquired 100% of the equity interests in Posey Solar, which was constructing a 191 MW solar array in Posey County, Indiana, for approximately \$357 million. The purchase represents an asset acquisition. The lease obligations related to Posey Solar were approximately \$35 million at the time of acquisition. The purchase was subject to terms and conditions in an order approved by the IURC on September 6, 2023, allowing Indiana Electric to recover project costs, net of PTCs, in rate base rather than a levelized rate, through base rates or the CECA mechanism, depending on which provides more timely recovery. Posey Solar was placed into service on May 30, 2025. Indiana Electric began recovering on the asset through updated base rates on June 17, 2025. On February 3, 2025, the IURC approved Indiana Electric's request to convey PTCs to customers through the new tax adjustment rider.

Proposed Divestiture of Ohio Natural Gas LDC Business. On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 to the Interim Condensed Financial Statements.

(4) Revenue Recognition

The following tables disaggregate revenues by reportable segment and major source:

CenterPoint Energy

Three Months Ended September 30, 2025				
	Electric	Natural Gas	Corporate and Other	Total
(in millions)				
Revenue from contracts with customers	\$ 1,372	\$ 617	\$ 1	\$ 1,990
Other (1)	(7)	5	—	(2)
Total revenues	\$ 1,365	\$ 622	\$ 1	\$ 1,988

Three Months Ended September 30, 2024				
	Electric	Natural Gas	Corporate and Other	Total
(in millions)				
Revenue from contracts with customers	\$ 1,245	\$ 603	\$ 1	\$ 1,849
Other (1)	(2)	8	1	7
Total revenues	\$ 1,243	\$ 611	\$ 2	\$ 1,856

Nine Months Ended September 30, 2025				
	Electric	Natural Gas	Corporate and Other	Total
(in millions)				
Revenue from contracts with customers	\$ 3,639	\$ 3,256	\$ 4	\$ 6,899
Other (1)	(17)	(30)	2	(45)
Eliminations	—	(2)	—	(2)
Total revenues	\$ 3,622	\$ 3,224	\$ 6	\$ 6,852

Nine Months Ended September 30, 2024				
	Electric	Natural Gas	Corporate and Other	Total
(in millions)				
Revenue from contracts with customers	\$ 3,504	\$ 2,842	\$ 3	\$ 6,349
Other (1)	(5)	34	3	32
Total revenues	\$ 3,499	\$ 2,876	\$ 6	\$ 6,381

(1) Primarily consists of income from ARPs and leases.

Houston Electric

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
(in millions)				
Revenue from contracts with customers	\$ 1,139	\$ 1,065	\$ 3,045	\$ 3,024
Other (1)	(7)	(7)	(21)	(21)
Total revenues	\$ 1,132	\$ 1,058	\$ 3,024	\$ 3,003

(1) Primarily consists of income from ARPs and leases.

CERC

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Revenue from contracts with customers	\$ 602	\$ 593	\$ 3,157	\$ 2,760
Other (1)	5	7	(31)	31
Total revenues	\$ 607	\$ 600	\$ 3,126	\$ 2,791

(1) Primarily consists of income from ARPs and leases.

The opening and closing balances of accounts receivable and accrued unbilled revenues from contracts with customers are as follows:

CenterPoint Energy

	Accounts Receivable (1)	Accrued Unbilled Revenues
	(in millions)	
Opening balance as of December 31, 2024	\$ 666	\$ 521
Closing balance as of September 30, 2025	703	448
Increase (decrease)	\$ 37	\$ (73)

(1) Excludes balances related to customer or vendor cost reimbursements and insurance that are not attributable to revenues from contracts with customers. The opening balance as of December 31, 2024 also excluded receivables associated with the sale of CERC Corp.'s Louisiana and Mississippi natural gas LDC businesses.

Houston Electric

	Accounts Receivable (1)	Accrued Unbilled Revenues
	(in millions)	
Opening balance as of December 31, 2024	\$ 284	\$ 137
Closing balance as of September 30, 2025	422	270
Increase	\$ 138	\$ 133

(1) Excludes balances related to customer or vendor cost reimbursements and insurance that are not attributable to revenues from contracts with customers.

CERC

	Accounts Receivable (1)	Accrued Unbilled Revenues
	(in millions)	
Opening balance as of December 31, 2024	\$ 326	\$ 338
Closing balance as of September 30, 2025	218	119
Decrease	\$ (108)	\$ (219)

(1) Excludes balances related to customer or vendor cost reimbursements and insurance that are not attributable to revenues from contracts with customers. The opening balance as of December 31, 2024 also excluded receivables associated with the sale of CERC Corp.'s Louisiana and Mississippi natural gas LDC businesses.

(5) Employee Benefit Plans

The Registrants' net periodic cost, before considering amounts subject to overhead allocations for capital expenditure projects or for amounts subject to deferral for regulatory purposes, includes the following components relating to pension and postretirement benefits:

Pension Benefits (CenterPoint Energy)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
Service cost (1)	\$ 5	\$ 6	\$ 17	\$ 18
Interest cost (2)	20	18	59	55
Expected return on plan assets (2)	(20)	(19)	(60)	(56)
Amortization of net loss (2)	7	7	21	21
Net periodic cost	<u>\$ 12</u>	<u>\$ 12</u>	<u>\$ 37</u>	<u>\$ 38</u>

- (1) Included in Operation and maintenance expense in CenterPoint Energy's Condensed Statements of Consolidated Income, net of amounts capitalized and regulatory deferrals.
(2) Included in Other income, net in CenterPoint Energy's Condensed Statements of Consolidated Income, net of regulatory deferrals.

Postretirement Benefits

	Three Months Ended September 30,					
	2025			2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Service cost (1)	\$ 1	\$ —	\$ —	\$ —	\$ —	\$ —
Interest cost (2)	3	1	2	3	1	1
Expected return on plan assets (2)	(1)	(1)	—	(1)	(1)	(1)
Amortization of prior service cost (credit) (2)	(1)	(2)	1	(1)	(1)	1
Amortization of net loss (2)	(2)	(1)	(1)	(2)	(1)	(1)
Net periodic cost (benefit)	<u>\$ —</u>	<u>\$ (3)</u>	<u>\$ 2</u>	<u>\$ (1)</u>	<u>\$ (2)</u>	<u>\$ —</u>

	Nine Months Ended September 30,					
	2025			2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Service cost (1)	\$ 1	\$ —	\$ —	\$ 1	\$ —	\$ —
Interest cost (2)	10	4	4	9	4	3
Expected return on plan assets (2)	(4)	(3)	(1)	(4)	(3)	(1)
Amortization of prior service cost (credit) (2)	(2)	(4)	2	(2)	(4)	2
Amortization of net loss (2)	(7)	(4)	(3)	(6)	(3)	(2)
Net periodic cost (benefit)	<u>\$ (2)</u>	<u>\$ (7)</u>	<u>\$ 2</u>	<u>\$ (2)</u>	<u>\$ (6)</u>	<u>\$ 2</u>

- (1) Included in Operation and maintenance expense in each of the Registrants' respective Condensed Statements of Consolidated Income, net of amounts capitalized and regulatory deferrals.
(2) Included in Other income (expense), net in each of the Registrants' respective Condensed Statements of Consolidated Income, net of regulatory deferrals.

The table below reflects the expected contributions to be made to the pension and postretirement benefit plans during 2025:

	CenterPoint Energy		Houston Electric		CERC
	(in millions)				
Expected contributions to pension plans	\$	116	\$	—	\$ —
Expected contributions to postretirement benefit plans		10		1	6

The table below reflects the contributions made to the pension and postretirement benefit plans during the periods presented:

	Three Months Ended September 30, 2025			Nine Months Ended September 30, 2025		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Pension plans	\$	21	\$ —	\$ —	\$ 101	\$ —
Postretirement benefit plans		3	—	2	10	1
						6

(6) Regulatory Matters

Equity Return

The Registrants are at times allowed by a regulator to defer an equity return as part of the recoverable carrying costs of a regulatory asset. A deferred equity return is capitalized for rate-making purposes, but it is not included in the Registrant's regulatory assets on its Condensed Consolidated Balance Sheets. The allowed equity return is recognized in the Condensed Statements of Consolidated Income as it is recovered in rates. The recoverable allowed equity return not yet recognized by the Registrants is as follows:

	September 30, 2025			December 31, 2024		
	CenterPoint Energy (1)	Houston Electric (2)	CERC (3)	CenterPoint Energy (1)	Houston Electric (2)	CERC (3)
	(in millions)					
Unrecognized equity return	\$	313	\$ 144	\$ 105	\$ 251	\$ 94
						92

- (1) In addition to the amounts described in (2) and (3) below, represents CenterPoint Energy's allowed equity return on post in-service carrying cost generally associated with investments at SIGECO.
- (2) Represents Houston Electric's allowed equity return on TEEEF costs and certain storm restoration costs.
- (3) Represents CERC's allowed equity return on post in-service carrying cost associated with certain distribution facilities replacement expenditures in Texas and at Indiana Gas.

The table below reflects the amount of allowed equity return recognized by each Registrant in its Condensed Statements of Consolidated Income:

	Three Months Ended September 30,					
	2025			2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Allowed equity return recognized	\$	9	\$ 8	\$ 1	\$ —	\$ 1

	Nine Months Ended September 30,					
	2025			2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Allowed equity return recognized	\$	18	\$ 14	\$ 3	\$ 22	\$ 19
						2

February 2021 Winter Storm Event

In February 2021, certain of the Registrants' jurisdictions experienced an extreme and unprecedented winter weather event that resulted in prolonged freezing temperatures, which impacted their businesses. The February 2021 Winter Storm Event impacted wholesale prices of CenterPoint Energy's and CERC's natural gas purchases and their ability to serve customers in their Natural Gas service territories, including due to the reduction in available natural gas capacity and impacts to CenterPoint Energy's and CERC's natural gas supply portfolio activities, and the effects of weather on their systems and their ability to transport natural gas, among other things. The overall natural gas market, including the markets from which CenterPoint Energy and CERC sourced a significant portion of their natural gas for their operations, experienced significant impacts caused by the February 2021 Winter Storm Event, resulting in extraordinary increases in the cost of natural gas purchased by CenterPoint Energy and CERC of approximately \$2 billion. CenterPoint Energy and CERC have completed recovery of natural gas costs in Mississippi, Indiana, Louisiana and Texas, and continue to recover the natural gas cost in Minnesota. As of September 30, 2025, each of CenterPoint Energy and CERC had recorded current regulatory assets of \$67 million and non-current regulatory assets of \$21 million associated with the February 2021 Winter Storm Event. As of December 31, 2024, each of CenterPoint Energy and CERC had recorded current regulatory assets of \$67 million and non-current regulatory assets of \$67 million associated with the February 2021 Winter Storm Event.

As of September 30, 2025 and December 31, 2024, as authorized by the PUCT, each of CenterPoint Energy and Houston Electric had recorded a regulatory asset of \$7 million and \$8 million for bad debt expenses resulting from REPs' default on their obligation to pay delivery charges to Houston Electric net of collateral. Additionally, each of CenterPoint Energy and Houston Electric had recorded a regulatory asset of \$18 million and \$19 million as of September 30, 2025 and December 31, 2024, respectively, for reimbursement of costs associated with the February 2021 Winter Storm Event. Each of the aforementioned regulatory assets are being amortized over five years beginning April 28, 2025, which was the date that rates became effective following the PUCT's final order in the Houston Electric rate case.

See Note 11(d) for further information regarding litigation related to the February 2021 Winter Storm Event.

Texas Public Securitization

The Texas Natural Gas Securitization Finance Corporation issued customer rate relief bonds in March 2023, and on March 23, 2023, CenterPoint Energy and CERC, collectively, received approximately \$1.1 billion in cash proceeds from the issuance and sale of the state's customer rate relief bonds. As CenterPoint Energy and CERC have no future financial obligations for the repayment of the state's customer rate relief bonds, the customer rate relief bonds are not recorded on CenterPoint Energy's or CERC's balance sheets. The \$1.1 billion in cash proceeds from the state's customer rate relief bonds is considered to be a government grant. The state's customer rate relief bonds are backed in part by customer rate relief property, including customer rate relief charges, which are non-bypassable uniform monthly volumetric charges to be paid by all existing and future sales customers as a component of each regulated utility's gas cost, separate from their base rate. CERC only acts as a collection agent, whose duties include management, servicing and administration of a portion of the customer rate relief property which is associated with the customer rate relief charge imposed on customers of CERC under the guidance and direction from the Railroad Commission. The Texas Natural Gas Securitization Finance Corporation, and not CenterPoint Energy or CERC, is the owner of the customer rate relief property. The assets of the Texas Natural Gas Securitization Finance Corporation are not available to pay creditors of CenterPoint Energy, CERC, or their affiliates. While the customer rate relief charges will be included by CERC in their monthly billings, the billing amount is established by the Railroad Commission. CERC will remit all customer rate relief charges collected to the financing entity set up by the Railroad Commission. Therefore, the collection and servicing of customer rate relief charges have no impact on the respective Condensed Statements of Consolidated Income of CenterPoint Energy or CERC.

Indiana Electric Securitization of Generation Retirements (CenterPoint Energy)

On January 4, 2023, the IURC issued an order in accordance with Indiana Senate Enrolled Act 386 authorizing the issuance of up to \$350 million in securitization bonds to securitize qualified costs associated with the retirements of Indiana Electric's A.B. Brown coal-fired generation facilities. The SIGECO Securitization Subsidiary issued \$341 million aggregate principal amount of the SIGECO Securitization Bonds on June 29, 2023 and used a portion of the net proceeds from the issuance of the SIGECO Securitization Bonds to purchase the securitization property from SIGECO. No gain or loss was recognized.

The SIGECO Securitization Bonds are secured by the securitization property, which includes the right to recover, through non-bypassable securitization charges payable by SIGECO's retail electric customers, the qualified costs of SIGECO authorized by the IURC order. The SIGECO Securitization Subsidiary, and not SIGECO, is the owner of the securitization property, and the assets of the SIGECO Securitization Subsidiary are not available to pay the creditors of SIGECO or its affiliates, other than

the SIGECO Securitization Subsidiary. SIGECO has no payment obligations with respect to the SIGECO Securitization Bonds except to remit collections of securitization charges as set forth in a servicing agreement between SIGECO and the SIGECO Securitization Subsidiary. The non-bypassable securitization charges are subject to a true-up mechanism.

Houston Electric TEEEF

Pursuant to legislation passed in 2021, Houston Electric entered into two leases for TEEEF (temporary generation). Houston Electric defers costs associated with the short-term and long-term leases that are probable of recovery and would otherwise be charged to expense in a regulatory asset, including allowed debt returns, and determined that such regulatory assets remain probable of recovery as of September 30, 2025. Expenses associated with the short-term lease, including carrying costs, were deferred in a regulatory asset as a recoverable cost under the 2021 Texas legislation and totaled \$81 million and \$89 million as of September 30, 2025 and December 31, 2024, respectively. Expenses associated with the long-term lease, including variable costs associated with the operation and maintenance of the TEEEF, depreciation expense on the right of use asset and carrying costs, are deferred in a regulatory asset as a recoverable cost under the 2021 Texas legislation and totaled \$139 million and \$158 million as of September 30, 2025 and December 31, 2024, respectively.

Right of use finance lease assets, such as assets acquired under the long-term leases, are evaluated for impairment under the long-lived asset impairment model by assessing if a capital disallowance from a regulator is probable through monitoring the outcome of rate cases and other proceedings. Houston Electric continues to monitor the ongoing proceedings and did not record any impairments or disallowances on its right of use assets or TEEEF regulatory assets in the three and nine months ended September 30, 2025 or September 30, 2024.

Effective January 1, 2023, all temporary generation assets were leased under the long-term lease agreement. The long-term lease agreement includes up to 505 MW of TEEEF, all of which was delivered as of December 31, 2022, triggering lease commencement at delivery, with an initial term ending in 2029 for all TEEEF leases. The remaining finance lease liability associated with the commenced long-term TEEEF agreement was not significant as of September 30, 2025 and December 31, 2024 and relates to removal costs that will be incurred at the end of the lease term. As of September 30, 2025, Houston Electric had secured a first lien on the assets leased under the prepayment agreement, except for assets with lease payments totaling \$17 million, which is being held in an escrow account, not controlled by Houston Electric, and the funds will be released either pro rata each month or when a first lien can be secured by Houston Electric on such assets.

On September 11, 2024, the TCA filed a complaint with the PUCT requesting that the PUCT modify its rulings with respect to its prior decisions related to the TEEEF filings made in 2022 and 2023. Specifically, the TCA requested that the PUCT end cost recovery and return on investment on all the large up to 32 MW and 5 MW TEEEF units approved in Docket 53442. On October 2, 2024, Houston Electric filed a response to the TCA complaint and requested that the complaint be dismissed due to the principles of *res judicata* and collateral estoppel. On October 8, 2024, the TCA supplemented its complaint and on October 9, 2024, PUCT staff filed a statement of position stating that Houston Electric's response provided a strong argument for dismissal of the complaint, but also stating that it would be prudent to have a thorough legal argument from the TCA. On October 10, 2024, the PUCT issued Order No. 2 finding the TCA complaint insufficient and requiring supplemental information or amendment from the TCA by October 24, 2024; the TCA filed supplemental information on October 24, 2024. On November 14, 2024, the PUCT issued Order No. 4 denying the motion to reconsider and extending a deadline. On December 16, 2024, the PUCT issued Order No. 5 granting waiver of the requirement for informal disposition and soliciting PUCT staff recommendation by January 16, 2025. On January 16, 2025, the PUCT staff filed a supplemental recommendation recommending that the TCA had not met its requirement to first present its complaint to the City of Houston prior to presenting it to the PUCT. On February 26, 2025, the TCA filed its complaint with the City of Houston. On April 1, 2025, the TCA filed the response from the City of Houston dated March 12, 2025, which stated the matter is closed and the City of Houston does not have the authority to re-visit these dockets. The City of Houston also stated that the TCA may appeal to the PUCT and then district court. On April 29, 2025, the PUCT staff filed a supplemental statement of position and motion to dismiss the TCA's complaint due to lack of jurisdiction. On May 19, 2025, the PUCT issued Order No. 8 lifting the abatement and requiring parties to file responses indicating whether they wish to proceed with or without a hearing. In response to Order No. 8, Houston Electric and the PUCT staff filed responses on June 20, 2025, supporting the dismissal of the TCA's complaint without a hearing. The TCA also filed a response on June 20, 2025, to request that the parties be allowed to delay responding to the request for a hearing in this docket until a final settlement is made in Docket 57980 (Houston Electric's application to remove the 15 large 27 MW to 32 MW TEEEF units from its TEEEF fleet) or, if the request for delay is not granted, to request that the hearing in this docket be scheduled after the settlement of Docket 57980. On June 29, 2025, Order No. 9 was issued, granting the TCA's request to abate this complaint case until a final order is issued in Docket 57980.

On December 19, 2024, Houston Electric announced a proposal to release its 15 large 27 MW to 32 MW TEEEF units to the San Antonio area prior to the summer of 2025. The proposal was intended to help ERCOT address a potential energy

shortfall and Load Shed risk. On April 18, 2025, a proposal was filed with the PUCT (Docket 57980), seeking approval of the aforementioned release to ERCOT, a corresponding reduction to TEEEF fleet capacity and a rate reduction to reflect the removal of the 15 large TEEEF units from Houston Electric's TEEEF fleet. On June 4, 2025, Houston Electric entered into definitive documentation, subject to PUCT approval, to release the 15 large 27 MW to 32 MW TEEEF units to the San Antonio area for a period of up to two years, during which time Houston Electric will not receive revenue or profit from ERCOT and will not charge Houston-area customers for such TEEEF units while they remain in the San Antonio area serving ERCOT. Following the completion of service in the San Antonio area, Houston Electric anticipates that it would receive revenues from one or more future transactions involving various sizes of the TEEEF units, and therefore plans to continue to not charge customers for these units for any future periods. On June 5, 2025, certain intervenors submitted a joint request for hearing. On July 9, 2025, the PUCT referred this docket to the SOAH. The PUCT issued a preliminary order on July 10, 2025, listing the issues to be addressed. SOAH Order No. 1 required parties to confer and submit a proposed procedural schedule or request a prehearing conference by July 25, 2025. On July 25, 2025, Houston Electric requested a prehearing conference. On July 28, 2025, SOAH Order No. 2 was issued, setting a prehearing conference for August 22, 2025. On August 21, 2025, Houston Electric filed a joint proposed procedural schedule. On August 22, 2025, SOAH Order No. 3 was issued and cancelled the prehearing conference, adopted the procedural schedule, set the prehearing conference for November 12, 2025 and set the hearing on the merits for November 13 through November 14, 2025. On October 13, 2025, intervenor testimony was filed. PUCT staff testimony is due on October 23, 2025.

Following the passage of legislation in 2023 that allows for wider uses for TEEEF, Houston Electric entered into a lease with Energy Rental Solutions ("ERS") to add smaller 200 kW to one MW TEEEF units to its existing TEEEF fleet. In response to both the May 2024 Storm Events and Hurricane Beryl, Houston Electric extended its lease with ERS and secured additional small TEEEF units under the ERS lease terms; the primary purpose of the smaller TEEEF units is to provide temporary electric service to medical facilities, cooling centers, assisted living facilities and critical care customers that are impacted by extended weather-related outages. Houston Electric's lease with ERS expired on March 31, 2025, after the PUCT adopted the TEEEF Rule, which went into effect on January 8, 2025 and refined the scope of TEEEF filings that can be made pursuant to applicable Texas regulations. Among other things, the TEEEF Rule has specific provisions relating to when and how utilities must request PUCT authorization to lease TEEEF units, and it generally requires a utility to obtain preapproval prior to renewing or entering into a new lease of TEEEF units. Houston Electric believes that it continues to need small TEEEF units, and on May 27, 2025, Houston Electric filed an application pursuant to the TEEEF Rule requesting preapproval to enter into two leases for a combined approximately 20 MW of TEEEF capacity comprised of 36 small TEEEF units, each with a capacity range of 200 kW to 1,250 kW, for respective terms of 36 months. Approval of Houston Electric's request in this filing will have no cost impact on customers at this time because cost determination will occur in a future proceeding. On July 28, 2025, the Texas Office of Public Utility Counsel requested a hearing. On August 26, 2025, Houston Electric and an intervenor each filed a list of issues. On September 9, 2025, the PUCT issued an order of referral to SOAH and requested assignment of an ALJ. A preliminary order providing a non-exhaustive list of issues that must be addressed was issued on September 11, 2025. On September 16, 2025, SOAH Order No. 1 was issued, ordering the parties to confer and submit a proposed procedural schedule or request a prehearing conference by September 26, 2025. On September 26, 2025, SOAH Order No. 2 was issued, extending the deadline to submit a proposed procedural schedule until October 3, 2025 and stating that this deadline may be further extended without order by agreement of the parties. On October 3, 2025, Houston Electric filed a letter of notification providing that all parties were engaged in constructive settlement talks and requested an abatement until October 17, 2025. On October 13, 2025, Houston Electric filed errata and supplemental testimony to modify its application to instead request preapproval of just one lease for all 36 small TEEEF units. On October 17, 2025, Houston Electric filed a letter indicating that the parties continue to engage in productive settlement negotiations and plan to file settlement documents or another status update by October 31, 2025.

May 2024 Storm Events

Houston Electric's electric delivery system suffered significant damage as a result of the May 2024 Storm Events. As is common with electric utilities serving coastal regions, the poles, towers, wires, street lights and pole-mounted equipment that comprise Houston Electric's transmission and distribution system are not covered by property insurance.

On November 8, 2024, Houston Electric filed an Application for Determination of System Restoration Costs with the PUCT to determine the reasonableness and necessity of approximately \$502 million of costs (including estimated case processing expenses and carrying costs) incurred or expected to be incurred to restore service following the May 2024 Storm Events. On March 19, 2025, Houston Electric filed a settlement agreement with the PUCT, under which Houston Electric would be entitled to recover a total of \$396 million in distribution-related costs relating to the May 2024 Storm Events, along with carrying costs from the date those costs were incurred until system restoration bonds are issued. The settlement agreement also provided for the recovery of \$29 million in transmission-related costs related to the May 2024 Storm Events that will be eligible for recovery through existing mechanisms established to recover transmission costs. Houston Electric agreed to defer

\$17.5 million of its distribution-related costs to the Hurricane Beryl cost determination proceeding and further agreed to an overall \$10 million reduction in costs as part of the settlement agreement. A final order approving the settlement agreement was issued by the PUCT on April 24, 2025. On January 24, 2025, Houston Electric filed a request for a Financing Order for the distribution costs included in the November 8, 2024 Application for Determination of System Restoration Costs. On April 23, 2025, Houston Electric filed a settlement agreement with the PUCT, under which Houston Electric would be entitled to securitize the approved distribution-related costs. A final order approving the settlement agreement was issued by the PUCT on June 5, 2025. The PUCT issued an irrevocable Financing Order on June 5, 2025, which became final and non-appealable on June 20, 2025.

In connection with the securitization of the system restoration costs incurred in connection with the May 2024 Storm Events, on June 20, 2025, Houston Electric and Restoration Bond Company II filed a registration statement, as amended on August 13, 2025 and as further amended on August 27, 2025, on Form SF-1 under the Securities Act with the SEC registering the public offering and sale of up to approximately \$401.5 million aggregate principal amount of the May 2024 Storm Events System Restoration Bonds. The registration statement became effective on September 8, 2025. See Note 9 for additional detail on the issuance of the May 2024 Storm Events System Restoration Bonds.

Hurricane Beryl and Subsequent Storm Events

In 2024 and early 2025, Houston Electric's service territory was damaged as a result of Hurricane Beryl and certain other significant storms. Houston Electric is deferring the related system restoration costs as management believes it is probable that such costs will be recovered through the regulatory process. The ultimate recovery of the system restoration costs (or a portion thereof) is expected to be sought through the issuance and sale of non-recourse securitization bonds for distribution-related costs. However, neither the amount nor timing of the recovery of the system restoration costs is certain.

On May 2, 2025, Houston Electric filed an Application for Determination of System Restoration Costs with the PUCT to determine the reasonableness and necessity of approximately \$1.3 billion of costs (including estimated case processing expenses and carrying costs) incurred or expected to be incurred to restore service following Hurricane Beryl and certain other significant storms. Intervenor direct testimony was filed on June 30, 2025 and PUCT staff direct testimony was filed on July 3, 2025. Intervenor and PUCT staff disallowance positions totaled about \$298.8 million and \$4.7 million, respectively. Houston Electric's rebuttal testimony was filed on July 18, 2025. On August 14, 2025, Houston Electric filed a settlement agreement with the PUCT, under which Houston Electric would be entitled to recover a total of \$1.1 billion in distribution-related costs, along with carrying costs from the date those costs were incurred until the system restoration bonds are issued. The settlement agreement also provided for the recovery of \$13 million in transmission-related costs that will be eligible for recovery through existing mechanisms established to recover transmission costs. As part of the settlement agreement, Houston Electric agreed to defer \$78 million of its distribution-related costs to a regulatory asset and may request recovery and, if eligible, securitization of the deferral in a future rate case. Houston Electric further agreed as part of the settlement agreement to an overall \$22 million reduction in distribution-related costs, which is comprised of shareholder equity carrying costs, and a \$440,000 reduction in transmission-related costs, which is also comprised of shareholder equity carrying costs. On October 2, 2025, the PUCT voted to approve the settlement agreement with a modification to remove municipal legal fees and consulting and non-consulting fees from the securitization amount and defer such costs in a regulatory asset for recovery in a future ratemaking proceeding. On October 22, 2025, Houston Electric filed a letter to affirm the removal of \$2.9 million of municipal legal fees and consulting and non-consulting fees from the securitization amount and defer these costs until a future rate making proceeding. This docket is included on a PUCT open meeting agenda on October 23, 2025.

On June 20, 2025, Houston Electric filed a request for a Financing Order for the distribution costs included in the May 2, 2025 Application for Determination of System Restoration Costs. On August 19, 2025, Houston Electric filed a settlement agreement with the PUCT, under which Houston Electric would be entitled to securitize the approved distribution-related costs. The settlement agreement also reduced the requested upfront qualified costs for printing materials by \$25,000 and legal expenses by \$125,000. The Financing Order is included on a PUCT open meeting agenda on October 23, 2025. Neither the amount nor timing of the recovery of the system restoration costs is certain.

(7) Fair Value Measurements

Assets and liabilities that are recorded at fair value in the Registrants' Condensed Consolidated Balance Sheets are categorized based upon the level of judgment associated with the inputs used to measure their value. Hierarchical levels, as defined below and directly related to the amount of subjectivity associated with the inputs to fair valuations of these assets and liabilities, are as follows:

Level 1: Inputs are unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date. The types of assets carried at Level 1 fair value generally are exchange-traded derivatives and equity securities.

Level 2: Inputs, other than quoted prices included in Level 1, are observable for the asset or liability, either directly or indirectly. Level 2 inputs include quoted prices for similar instruments in active markets and inputs other than quoted prices that are observable for the asset or liability. Fair value assets and liabilities that are generally included in this category are derivatives with fair values based on inputs from actively quoted markets. A market approach is utilized to value the Registrants' Level 2 interest rate derivative assets or liabilities and natural gas derivative assets or liabilities. CenterPoint Energy's Level 2 indexed debt securities derivative is valued using an option model and a discounted cash flow model, which uses projected dividends on the ZENS-Related Securities and a discount rate as observable inputs.

Level 3: Inputs are unobservable for the asset or liability, and include situations where there is little, if any, market activity for the asset or liability. Unobservable inputs reflect the Registrants' judgments about the assumptions market participants would use in pricing the asset or liability since limited market data exists. The Registrants develop these inputs based on the best information available, including the Registrants' own data.

The Registrants determine the appropriate level for each financial asset and liability on a quarterly basis and recognize transfers between levels at the end of the reporting period. As of September 30, 2025 and December 31, 2024, the Registrants did not have any assets or liabilities classified as Level 3.

The following tables present information about the Registrants' assets and liabilities measured at fair value on a recurring basis as of September 30, 2025 and December 31, 2024 and indicate the fair value hierarchy of the valuation techniques utilized by the Registrants to determine such fair value.

CenterPoint Energy

	September 30, 2025				December 31, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets	(in millions)							
Equity securities	\$ 579	\$ —	\$ —	\$ 579	\$ 561	\$ —	\$ —	\$ 561
Investments, including money market funds (1)	22	—	—	22	22	—	—	22
Total assets	\$ 601	\$ —	\$ —	\$ 601	\$ 583	\$ —	\$ —	\$ 583
Liabilities								
Indexed debt securities derivative	\$ —	\$ 635	\$ —	\$ 635	\$ —	\$ 619	\$ —	\$ 619
Total liabilities	\$ —	\$ 635	\$ —	\$ 635	\$ —	\$ 619	\$ —	\$ 619

Houston Electric

	September 30, 2025				December 31, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets	(in millions)							
Investments, including money market funds (1)	\$ 5	\$ —	\$ —	\$ 5	\$ 5	\$ —	\$ —	\$ 5
Total assets	\$ 5	\$ —	\$ —	\$ 5	\$ 5	\$ —	\$ —	\$ 5

CERC

	September 30, 2025				December 31, 2024			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets	(in millions)							
Investments, including money market funds (1)	\$ 16	\$ —	\$ —	\$ 16	\$ 15	\$ —	\$ —	\$ 15
Total assets	\$ 16	\$ —	\$ —	\$ 16	\$ 15	\$ —	\$ —	\$ 15

(1) Included in Prepaid expenses and other current assets in the respective Condensed Consolidated Balance Sheets.

Estimated Fair Value of Financial Instruments

The fair values of cash and cash equivalents and investments in equity securities measured at fair value are estimated to be approximately equivalent to carrying amounts and have been excluded from the table below. Additionally, CenterPoint Energy's ZENS indexed debt securities derivative is stated at fair value and is excluded from the table below. The fair value of each debt instrument included below is determined by multiplying the principal amount of each debt instrument by a

combination of historical trading prices and comparable issue data. These liabilities, which are not measured at fair value in the Registrants' Condensed Consolidated Balance Sheets, but for which the fair value is disclosed, would be classified as Level 2 in the fair value hierarchy.

	September 30, 2025			December 31, 2024		
	CenterPoint Energy (1)	Houston Electric (1)	CERC	CenterPoint Energy (1)	Houston Electric	CERC
Long-term debt, including current maturities	(in millions)					
Carrying amount	\$ 22,303	\$ 10,311	\$ 4,707	\$ 20,961	\$ 8,822	\$ 5,184
Fair value	21,667	9,516	4,704	19,597	7,746	5,032

(1) Includes Securitization Bonds, as applicable, and Short-term borrowings.

(8) Equity Securities and Indexed Debt Securities (ZENS) (CenterPoint Energy)

(a) Equity Securities

Gains and losses on equity securities, net of transaction costs, are recorded in Gain (loss) on equity securities in CenterPoint Energy's Condensed Statements of Consolidated Income. The following table presents unrealized gains (losses), net on equity securities owned by CenterPoint Energy for each period presented:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)			
AT&T Common	\$ (8)	\$ 29	\$ 55	\$ 53
Charter Common	(116)	22	(59)	(56)
WBD Common	20	3	22	(7)
Total gains (losses) on equity securities, net	\$ (104)	\$ 54	\$ 18	\$ (10)

CenterPoint Energy and its subsidiaries hold shares of certain securities detailed in the table below, which are classified as trading securities. Shares of AT&T Common, Charter Common and WBD Common are expected to be held to facilitate CenterPoint Energy's ability to meet its obligation under the ZENS. The following table presents information on CenterPoint Energy's equity securities for each period presented:

	Shares Held		Carrying Value	
	September 30, 2025	December 31, 2024	September 30, 2025	December 31, 2024
	(in millions)			
AT&T Common	10,212,945	10,212,945	\$ 288	\$ 233
Charter Common	872,503	872,503	240	299
WBD Common	2,470,685	2,470,685	48	26
Other			3	3
Total			\$ 579	\$ 561

(b) ZENS

In September 1999, CenterPoint Energy issued ZENS having an original principal amount of \$1.0 billion, of which \$828 million remained outstanding as of September 30, 2025. Each ZENS is exchangeable at the holder's option at any time for an amount of cash equal to 95% of the market value of the reference shares attributable to such note. The number and identity of the reference shares attributable to each ZENS are adjusted for certain corporate events. CenterPoint Energy's reference shares for each ZENS consisted of the following:

	September 30, 2025	December 31, 2024
	(in shares)	
AT&T Common	0.7185	0.7185
Charter Common	0.061382	0.061382
WBD Common	0.173817	0.173817

CenterPoint Energy pays interest on the ZENS at an annual rate of 2% plus the amount of any quarterly cash dividends paid in respect of the reference shares attributable to the ZENS. The principal amount of the ZENS is subject to increases or decreases to the extent that the annual yield from interest and cash dividends on the reference shares attributable to the ZENS is less than or more than 2.309%. The adjusted principal amount is defined in the ZENS instrument as “contingent principal.” As of September 30, 2025, the ZENS, having an original principal amount of \$828 million and a contingent principal amount of \$2 million, were outstanding and were exchangeable, at the option of the holders, for cash equal to 95% of the market value of the reference shares attributable to the ZENS.

(9) Short-term Borrowings and Long-term Debt

Debt Issuances. On January 31, 2025, CenterPoint Energy, through its wholly-owned subsidiary SIGECO, issued \$165 million aggregate principal amount of 5.69% First Mortgage Bonds, Series 2025A, Tranche A due 2055. Total proceeds, net of transaction expenses and fees, were approximately \$164 million, which was used for the acquisition of Posey Solar. See Note 3 for additional detail.

In February 2025, Houston Electric issued \$500 million aggregate principal amount of 4.80% General Mortgage Bonds, Series AP, due 2030. Total proceeds, net of transaction expenses and fees, were approximately \$495 million, which was used for general limited liability company purposes, including capital expenditures and working capital purposes.

On July 1, 2025, CenterPoint Energy, through its wholly-owned subsidiary SIGECO, entered into a bond purchase agreement with certain institutional investors, under which SIGECO agreed to sell, and each investor agreed to severally purchase (i) on July 1, 2025, \$100 million aggregate principal amount of SIGECO’s 5.09% First Mortgage Bonds, Series 2025B, Tranche A due 2031 (the “Series 2025B Tranche A Bonds”) and \$105 million aggregate principal amount of SIGECO’s 5.52% First Mortgage Bonds, Series 2025B, Tranche B due 2035 (the “Series 2025B Tranche B Bonds”) and, together with the Series 2025B Tranche A Bonds, the “Series 2025B Bonds”), and (ii) on October 1, 2025 or such sooner date, as may be selected by SIGECO upon not less than five business days’ advance notice, \$45 million aggregate principal amount of SIGECO’s 5.77% First Mortgage Bonds, Series 2025C, Tranche A due 2040 (the “Series 2025C Tranche A Bonds”) and \$100 million aggregate principal amount of SIGECO’s 6.18% First Mortgage Bonds, Series 2025C, Tranche B due 2055 (the “Series 2025C Tranche B Bonds”, and together with the Series 2025C Tranche A Bonds, the “Series 2025C Bonds”) in the series and tranche as set forth in the bond purchase agreement.

On July 1, 2025, SIGECO closed on the offering of \$205 million aggregate principal amount of the Series 2025B Bonds. The proceeds of the Series 2025B Bonds were used for general corporate purposes, including repaying short-term debt, refunding long-term debt at maturity or otherwise, and funding capital expenditures. The closing of the Series 2025C Bonds occurred on October 1, 2025. See Note 16 for further information.

In August 2025, Houston Electric issued \$600 million aggregate principal amount of 4.95% General Mortgage Bonds, Series AQ, due 2035. Total proceeds, net of transaction expenses and fees, were approximately \$592 million, which were used for general limited liability company purposes, including capital expenditures and working capital purposes.

In September 2025, Restoration Bond Company II issued approximately \$401.5 million aggregate principal amount of its Series 2025-A Senior Secured System Restoration Bonds in two tranches with interest rates of 4.255% and 4.826% and final maturity dates of December 2035 and June 2040, respectively. Restoration Bond Company II used the net proceeds from the issuance to purchase the system restoration property from Houston Electric. No gain or loss was recognized. The Series 2025-A Senior Secured System Restoration Bonds are secured by the system restoration property, which includes the right to recover, through non-bypassable system restoration charges payable by Houston Electric’s retail electric customers, the qualified costs of Houston Electric authorized by the PUCT Financing Order. Restoration Bond Company II, not Houston Electric, is the owner of the system restoration property, and the assets of Restoration Bond Company II are not available to pay the creditors of Houston Electric or its affiliates, other than Restoration Bond Company II. Houston Electric has no payment obligations with respect to the Series 2025-A Senior Secured System Restoration Bonds except to remit collections of system restoration charges as set forth in a servicing agreement between Houston Electric and Restoration Bond Company II. The non-bypassable system restoration charges are subject to a true-up mechanism.

Convertible Senior Notes. On July 31, 2025, CenterPoint Energy issued \$1 billion aggregate principal amount of 3.00% Convertible Senior Notes due 2028. Total proceeds, net of transaction expenses and fees, were approximately \$987 million, which was used for general corporate purposes, including repayment of a portion of CenterPoint Energy's outstanding commercial paper and other debt.

Interest on the 2028 Convertible Notes is payable semiannually in arrears on February 1 and August 1 of each year, beginning on February 1, 2026. The 2028 Convertible Notes will mature on August 1, 2028, unless earlier converted or repurchased by CenterPoint Energy in accordance with their terms.

Prior to the close of business on the business day immediately preceding May 1, 2028, the 2028 Convertible Notes are convertible only under certain conditions. On or after May 1, 2028 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the 2028 Convertible Notes may convert all or any portion of their 2028 Convertible Notes at any time at the conversion rate then in effect, irrespective of the conditions. CenterPoint Energy may not redeem the 2028 Convertible Notes prior to the maturity date.

Upon conversion of the 2028 Convertible Notes, CenterPoint Energy will pay cash up to the aggregate principal amount of the 2028 Convertible Notes to be converted and pay or deliver, as the case may be, cash, shares of Common Stock, or a combination of cash and shares of Common Stock, at CenterPoint Energy's election, in respect of the remainder, if any, of CenterPoint Energy's conversion obligation in excess of the aggregate principal amount of the 2028 Convertible Notes being converted. The conversion rate for the 2028 Convertible Notes is initially 21.4477 shares of Common Stock per \$1,000 principal amount of 2028 Convertible Notes (equivalent to an initial conversion price of approximately \$46.63 per share of Common Stock). The initial conversion price of the 2028 Convertible Notes represents a premium of approximately 25.0% over the last reported sale price of the Common Stock on the NYSE on July 28, 2025. Initially, a maximum of 26,809,600 shares of Common Stock may be issued upon conversion of the 2028 Convertible Notes based on the initial maximum conversion rate of 26.8096 shares of Common Stock per \$1,000 principal amount of 2028 Convertible Notes. The conversion rate will be subject to adjustment in some events (as described in the 2028 Convertible Notes Indenture) but will not be adjusted for any accrued and unpaid interest.

In addition, following certain corporate events that occur prior to the maturity date of the 2028 Convertible Notes, CenterPoint Energy will, in certain circumstances, increase the conversion rate for a holder of 2028 Convertible Notes who elects to convert its 2028 Convertible Notes in connection with such a corporate event. If CenterPoint Energy undergoes a fundamental change (as defined in the 2028 Convertible Notes Indenture) (other than an exempted fundamental change, as described in the 2028 Convertible Notes Indenture), holders of the 2028 Convertible Notes may require CenterPoint Energy to repurchase for cash all or any portion of their 2028 Convertible Notes at a fundamental change repurchase price equal to 100% of the principal amount of the 2028 Convertible Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The 2028 Convertible Notes are senior unsecured obligations of CenterPoint Energy and rank senior in right of payment to any of CenterPoint Energy's indebtedness that is expressly subordinated in right of payment to the 2028 Convertible Notes; equal in right of payment to any of CenterPoint Energy's unsecured indebtedness that is not so subordinated; effectively junior in right of payment to any of CenterPoint Energy's secured indebtedness it may incur in the future to the extent of the value of the assets securing such future secured indebtedness; and structurally junior to all indebtedness and other liabilities (including trade payables but excluding intercompany obligations and liabilities of a type not required to be reflected on a balance sheet of such subsidiaries in accordance with generally accepted accounting principles) of CenterPoint Energy's subsidiaries.

Debt Repurchases. In March 2025, CERC, through its wholly-owned subsidiary Indiana Gas, repurchased \$10 million aggregate principal amount of Indiana Gas's 6.36% Medium Term Notes, Series F, due 2028 at a redemption price equal to 104.8% of the principal amount of the notes to be redeemed plus accrued and unpaid interest thereon to, but excluding, the redemption date.

In April 2025, CenterPoint Energy commenced cash tender offers for up to (i) \$600 million aggregate purchase price of certain of CenterPoint Energy's outstanding senior notes, ranging from 2.65% to 5.40% due 2026 to 2031, and (ii) \$400 million aggregate purchase price of certain of CERC's senior notes, ranging from 4.10% to 5.40% due 2028 to 2047. In May 2025, CenterPoint Energy accepted for purchase and paid approximately \$1 billion aggregate purchase price of CenterPoint Energy's and CERC's notes pursuant to the tender offers. Upon completion of the tender offers, CenterPoint Energy cancelled approximately \$634 million aggregate principal amount of its senior notes and CERC Corp. cancelled approximately \$415 million aggregate principal amount of its senior notes pursuant to the terms of the respective indentures governing such notes. CenterPoint Energy and CERC recognized a gain on early extinguishment of debt of approximately \$36 million and \$9 million, respectively, for the nine months ended September 30, 2025, which is included in Interest expense and other finance charges on their Statements of Consolidated Income.

In June 2025, CERC, through its wholly-owned subsidiary Indiana Gas, repaid at maturity \$10 million aggregate principal amount of Indiana Gas's 6.53% Medium Term Notes, Series E due 2025 at a redemption price equal to 100% of the principal amount to be redeemed plus accrued and unpaid interest thereon.

In July 2025, CenterPoint Energy, through its wholly-owned subsidiary SIGECO, repaid at maturity \$41 million aggregate principal amount of SIGECO's outstanding 3.45% first mortgage bonds due 2025 at a redemption price equal to 100% of the principal amount of the first mortgage bonds to be redeemed plus accrued and unpaid interest thereon.

Credit Facilities. On January 29, 2025, CenterPoint Energy, Houston Electric, CERC and SIGECO each entered into extension agreements to, among other things, extend the maturity date of the lenders' commitments under each of their respective credit agreements by one year, from December 6, 2027 to December 6, 2028. The Registrants had the following revolving credit facilities as of September 30, 2025:

Registrant	Execution Date	Size of Facility (in millions)	Draw Rate of SOFR plus (1)	Financial Covenant Limit on Debt for Borrowed Money to Capital Ratio	Debt for Borrowed Money to Capital Ratio as of September 30, 2025 (2)	Termination Date
CenterPoint Energy	December 6, 2022	\$ 2,400	1.500%	65.0% (3)	59.8%	December 6, 2028
CenterPoint Energy (4)	December 6, 2022	250	1.125%	65.0%	44.9%	December 6, 2028
Houston Electric	December 6, 2022	300	1.250%	67.5% (3)	55.1%	December 6, 2028
CERC	December 6, 2022	1,050	1.125%	65.0%	39.8%	December 6, 2028
Total		\$ 4,000				

- (1) Based on credit ratings as of September 30, 2025.
- (2) As defined in the revolving credit facility agreements, excluding Securitization Bonds.
- (3) For CenterPoint Energy and Houston Electric, the financial covenant limit will temporarily increase to 70% if Houston Electric experiences damage from a natural disaster in its service territory and CenterPoint Energy certifies to the administrative agent that Houston Electric has incurred system restoration costs reasonably likely to exceed \$100 million in a consecutive 12-month period, all or part of which Houston Electric intends to seek to recover through securitization financing. Such temporary increase in the financial covenant would be in effect from the date CenterPoint Energy delivers its certification until the earliest to occur of (i) the completion of the securitization financing, (ii) the first anniversary of CenterPoint Energy's certification or (iii) the revocation of such certification.
- (4) This credit facility was issued by SIGECO.

The Registrants, as well as the subsidiaries of CenterPoint Energy discussed above, were in compliance with all financial debt covenants as of September 30, 2025.

The table below reflects the utilization of the Registrants' respective revolving credit facilities:

Registrant	September 30, 2025				December 31, 2024			
	Loans	Letters of Credit	Commercial Paper	Weighted Average Interest Rate	Loans	Letters of Credit	Commercial Paper	Weighted Average Interest Rate
	(in millions, except weighted average interest rate)							
CenterPoint Energy (1)	\$ —	\$ —	\$ 25	4.19 %	\$ —	\$ —	\$ 382	4.59 %
CenterPoint Energy (2)	—	—	—	— %	—	—	—	— %
Houston Electric	—	—	—	— %	—	—	—	— %
CERC (1)	—	—	550	4.19 %	—	—	599	4.62 %
Total	\$ —	\$ —	\$ 575		\$ —	\$ —	\$ 981	

- (1) CenterPoint Energy's and CERC's outstanding commercial paper generally have maturities of up to 60 days and 30 days, respectively, and are backstopped by the respective issuer's long-term revolving credit facility. As of September 30, 2025, CERC had outstanding balances of \$280 million in commercial paper included in Current portion of long-

term debt on its Consolidated Balance Sheet, as management expects to utilize current assets to repay these obligations.

(2) This credit facility was issued by SIGECO.

Liens. As of September 30, 2025, Houston Electric’s assets were subject to liens securing approximately \$9.6 billion of general mortgage bonds outstanding under the General Mortgage, including approximately \$68 million held in trust to secure pollution control bonds that mature in 2028 for which CenterPoint Energy is obligated. The general mortgage bonds that are held in trust to secure pollution control bonds are not reflected in Houston Electric’s consolidated financial statements because of the contingent nature of the obligations. Houston Electric may issue additional general mortgage bonds on the basis of retired bonds, 70% of property additions or cash deposited with the trustee. As of September 30, 2025, approximately \$4.3 billion of additional general mortgage bonds could be issued on the basis of retired bonds and 70% of property additions. No first mortgage bonds are outstanding under the M&DOT, and Houston Electric is contractually obligated to not issue any additional first mortgage bonds under the M&DOT and is undertaking actions to release the lien of the M&DOT and terminate the M&DOT.

As of September 30, 2025, SIGECO had approximately \$1.3 billion aggregate principal amount of first mortgage bonds outstanding. Generally, all of SIGECO’s real and tangible property is subject to the lien of SIGECO’s mortgage indenture which was amended and restated effective as of January 1, 2023. As of September 30, 2025, SIGECO was permitted to issue additional bonds under its mortgage indenture up to 70% of then currently unfunded property additions and approximately \$944 million of additional first mortgage bonds could be issued on this basis.

(10) Income Taxes

The Registrants reported the following effective tax rates:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
CenterPoint Energy (1)	(2)%	21 %	14 %	18 %
Houston Electric (2)	18 %	19 %	19 %	19 %
CERC (3)	(222)%	21 %	11 %	20 %

- (1) CenterPoint Energy’s lower effective tax rate for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 was primarily driven by a \$74 million net benefit from state apportionment changes, resulting in a remeasurement of state deferred taxes. This benefit is partially offset by the impact of non-deductible goodwill associated with the sale of the Louisiana and Mississippi natural gas LDC businesses. CenterPoint Energy’s lower effective tax rate for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 was primarily driven by a \$74 million net benefit from state apportionment changes, resulting in a remeasurement of state deferred taxes. This benefit is partially offset by the impact of non-deductible goodwill associated with the sale of the Louisiana and Mississippi natural gas LDC businesses and the absence of impacts associated with the state deferred tax remeasurement and valuation allowance related to the Louisiana and Mississippi natural gas LDC businesses recorded in 2024 upon classification as held for sale. For additional detail, see Note 3.
- (2) Houston Electric’s lower effective tax rate for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 was primarily driven by a decrease in state income taxes.
- (3) CERC’s lower effective tax rate for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 was primarily driven by a \$73 million net benefit from state apportionment changes, resulting in a remeasurement of state deferred taxes. This benefit is partially offset by the impact of non-deductible goodwill associated with the sale of the Louisiana and Mississippi natural gas LDC businesses. CERC’s lower effective tax rate for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 was primarily driven by a \$73 million net benefit from state apportionment changes, resulting in a remeasurement of state deferred taxes. This benefit is partially offset by the impact of non-deductible goodwill associated with the sale of the Louisiana and Mississippi natural gas LDC businesses and the absence of impacts associated with the state deferred tax remeasurement and valuation allowance related to the Louisiana and Mississippi natural gas LDC businesses recorded in 2024 upon classification as held for sale. For additional detail, see Note 3.

CenterPoint Energy reported a net uncertain tax liability, inclusive of interest and penalties, of \$30 million as of September 30, 2025. The Registrants believe that it is reasonably possible that the Registrants will recognize a \$11 million tax benefit, including penalties and interest, in the next 12 months as a result of a lapse of statutes on older exposures, a tax settlement, and/or a resolution of open audits.

Tax Audits and Settlements. Tax years through 2022 have been audited and settled with the IRS for CenterPoint Energy. For tax years 2023, 2024 and 2025, the Registrants are participants in the IRS's Compliance Assurance Process.

(11) Commitments and Contingencies

(a) Purchase Obligations (CenterPoint Energy and CERC)

Commitments include minimum purchase obligations related to CenterPoint Energy's and CERC's Natural Gas reportable segment and CenterPoint Energy's Electric reportable segment. Contracts with minimum payment obligations have various quantity requirements and durations and are not classified as non-trading derivative assets and liabilities in CenterPoint Energy's and CERC's Condensed Consolidated Balance Sheets as of September 30, 2025 and December 31, 2024 because these contracts meet an exception as "normal purchases contracts" or do not meet the definition of a derivative. Natural gas and coal supply commitments also include transportation contracts that do not meet the definition of a derivative.

As of September 30, 2025, CenterPoint Energy and CERC had the following undiscounted minimum purchase obligations:

	CenterPoint Energy			CERC
	Natural Gas Supply	Electric Supply (1)	Other (2)	Natural Gas Supply
	(in millions)			
Remainder of 2025	\$ 207	\$ 24	\$ 43	\$ 206
2026	675	98	107	670
2027	592	130	26	588
2028	547	71	10	543
2029	527	68	3	523
Thereafter	1,832	943	145	1,804
Total	\$ 4,380	\$ 1,334	\$ 334	\$ 4,334

- (1) Related to PPAs with commitments ranging from 20 years to 25 years.
- (2) Related primarily to technology hardware and software agreements.

Excluded from the table above are estimates for cash outlays from other PPAs through Indiana Electric that do not have minimum thresholds but require payment when energy is generated by the provider. Costs arising from certain of these commitments are pass-through costs, generally collected dollar-for-dollar from retail customers through regulator-approved cost recovery mechanisms.

(b) AMAs (CenterPoint Energy and CERC)

CenterPoint Energy's and CERC's Natural Gas businesses continue to utilize AMAs associated with their utility distribution service in Indiana, Minnesota and Texas. The AMAs have varying terms, the longest of which expires in 2029. Pursuant to the provisions of the agreements, CenterPoint Energy's and CERC's Natural Gas businesses either sell natural gas to the asset manager and agree to repurchase an equivalent amount of natural gas throughout the year at the same cost, or simply purchase their full natural gas requirements at each delivery point from the asset manager. Generally, AMAs are contracts between CenterPoint Energy's and CERC's Natural Gas businesses and an asset manager that are intended to transfer the working capital obligation and maximize the utilization of the assets. In these agreements, CenterPoint Energy's and CERC's Natural Gas businesses agree to release transportation and storage capacity to other parties to manage natural gas storage, supply and delivery arrangements for CenterPoint Energy's and CERC's Natural Gas businesses and to use the released capacity for other purposes when it is not needed for CenterPoint Energy's and CERC's Natural Gas businesses. CenterPoint Energy's and CERC's Natural Gas businesses may receive compensation from the asset manager through payments made over the life of the AMAs. CenterPoint Energy's and CERC's Natural Gas businesses have an obligation to purchase their winter storage requirements that have been released to the asset manager under these AMAs. Amounts outstanding under these AMAs as of September 30, 2025 and December 31, 2024 were not material.

(c) Guarantees (CenterPoint Energy)

CenterPoint Energy recognizes guarantee obligations at fair value. CenterPoint Energy discloses parent company guarantees of a subsidiary's obligation when that guarantee results in the exposure of a material obligation of the parent company even if the probability of fulfilling such obligation is considered remote.

On May 21, 2023, CenterPoint Energy, through Vectren Energy Services, entered into the Equity Purchase Agreement to

sell Energy Systems Group. The sale closed on June 30, 2023.

In the normal course of business prior to the consummation of the transaction on June 30, 2023, CenterPoint Energy, primarily through Vectren, issued parent company level guarantees supporting Energy Systems Group's obligations. When Energy Systems Group was wholly-owned by CenterPoint Energy, these guarantees did not represent incremental consolidated obligations, but rather, these guarantees represented guarantees of Energy Systems Group's obligations to allow it to conduct business without posting other forms of assurance. For those obligations where potential exposure can be estimated, management estimated the maximum exposure under these guarantees to be approximately \$444 million as of September 30, 2025 and expects the exposure to decrease pro rata. This exposure primarily relates to energy savings guarantees on federal energy savings performance contracts. Other parent company level guarantees, certain of which do not contain a cap on potential liability, were issued prior to the sale of Energy Systems Group in support of federal operations and maintenance projects for which a maximum exposure cannot be estimated based on the nature of the projects.

Under the terms of the Equity Purchase Agreement, ESG Holdings Group must generally use reasonable best efforts to replace existing CenterPoint Energy guarantees with credit support provided by a party other than CenterPoint Energy as of and after the closing of the transaction. The Equity Purchase Agreement also requires certain protections to be provided for any damages incurred by CenterPoint Energy in relation to these guarantees not released by closing. No additional guarantees were provided by CenterPoint Energy in favor of Energy Systems Group subsequent to the closing of the sale on June 30, 2023.

While there can be no assurance that performance under any of these parent company guarantees will not be required in the future, CenterPoint Energy considers the likelihood of a material amount being incurred to be remote. CenterPoint Energy believes that, from Energy Systems Group's inception in 1994 to the closing of the sale of Energy Systems Group on June 30, 2023, Energy Systems Group had a history of generally meeting its performance obligations and energy savings guarantees and its installed products operated effectively. CenterPoint Energy recorded no amounts on its Condensed Consolidated Balance Sheets as of September 30, 2025 and December 31, 2024 related to its obligation under the outstanding guarantees.

(d) Legal, Environmental and Other Matters

Legal Matters

Litigation Related to Hurricane Beryl. Various federal, state and local governmental and regulatory agencies and other entities, such as the Texas Governor's office, the Texas legislature and the PUCT, called for, conducted or are conducting inquiries and investigations into Hurricane Beryl, the efforts made by Houston Electric to prepare for, and respond to, this event, including the electric service outage issues, and the procurement of TEEEF. Moreover, additional governmental and regulatory agencies and other entities may conduct such inquiries and investigations. There are significant uncertainties around these inquiries and investigations and potential results and consequences, including with respect to our recovery of costs incurred as a result of Hurricane Beryl and whether any financial penalties will be assessed or changes to Houston Electric's system, service territories, operations and/or regulatory treatment will result therefrom. Further, on January 22, 2025, a putative shareholder of CenterPoint Energy, Donel Davidson, filed a derivative petition in Harris County District Court, Texas, alleging breach of fiduciary duty and unjust enrichment on behalf of CenterPoint Energy against certain of its current and former directors and officers citing, in part, the topics of these inquiries and investigations. The action seeks to recover damages and other relief from the defendants on behalf of CenterPoint Energy. The action was removed to the Texas Business Courts, and on June 18, 2025, the parties filed an agreed upon stipulation to stay the case, which was approved by the court on June 24, 2025. Additionally, on February 12, 2025, a second putative shareholder of CenterPoint Energy made a demand on the Board to investigate the same basic allegations raised in the derivative petition filed by Donel Davidson.

CenterPoint Energy, CenterPoint Energy Service Company, LLC and Houston Electric are subject to current and potential future litigation and claims arising out of Hurricane Beryl, which litigation and claims could include allegations of, among other things, personal injury, wrongful death, property damage, various economic losses in connection with loss of power, unlawful business practices, and others. Following Hurricane Beryl, several putative class actions were filed against CenterPoint Energy and/or Houston Electric in the District Courts of Harris County, Texas, on behalf of individuals or entities who claim losses due to power outages lasting at least 48 hours as a result of Hurricane Beryl, such actions consisting of the following proposed classes: (1) all restaurants in Harris County, Galveston County, and Montgomery County; (2) all residential customers; and (3) all health, wellness, medical and beauty facilities in Harris County. These putative classes asserted claims and theories of negligence, gross negligence, nuisance, fraud, and/or violation of Houston Electric's tariff for retail delivery service, and each seeks damages in excess of \$100 million for, among other things, business interruption, property damage and loss, cost of repair, loss of use and market value, lost income, nuisance, extreme mental anguish and/or punitive damages. On July 30, 2025, the plaintiffs in the putative class action on behalf of all residential customers nonsuited without prejudice all claims and causes of action. In addition, the plaintiffs in the other two putative class actions have amended their petitions to remove all class action allegations and to assert only claims of gross negligence and intentional misconduct. One of those lawsuits is brought by

approximately 220 individually named plaintiffs, and the other lawsuit includes approximately 45 individually named plaintiffs. Several individual actions have also been filed in Harris County District Courts asserting claims of negligence, negligence per se, negligent undertaking and/or gross negligence against CenterPoint Energy, CenterPoint Energy Service Company, LLC and/or Houston Electric. Certain plaintiffs in these actions allege personal injury or property damage and seek damages in excess of \$1 million. These cases have been or will be transferred to the designated MDL pretrial court. CenterPoint Energy, CenterPoint Energy Service Company, LLC and Houston Electric intend to vigorously defend themselves against the lawsuits. CenterPoint Energy and its subsidiaries have general and excess liability insurance policies that provide coverage for third party bodily injury and property damage claims. Given the nature of some allegations, certain insurers have disputed, and more insurers may dispute, coverage for some types of claims or damages that have been or may in the future be alleged by plaintiffs. For example, CenterPoint Energy has received from two insurers denials of indemnity coverage in the cases arising out of power outages based on the failure to supply exclusion, and those insurers have also reserved their rights with respect to coverage in those actions. CenterPoint Energy and Houston Electric intend to continue to pursue all available insurance coverage for all of these matters. To date, there have not been demands, quantification, disclosure or discovery of damages by any party to any of the above legal matters that are sufficient to enable CenterPoint Energy and its subsidiaries to estimate exposure. Given that, as well as the preliminary nature of the proceedings, the number of parties and complexity of issues involved, and the uncertainties of litigation, CenterPoint Energy and its subsidiaries are unable to predict the outcome or consequences of any of the foregoing matters or to estimate a range of potential losses. For more information regarding Hurricane Beryl, see Note 6.

Litigation Related to the February 2021 Winter Storm Event. Various legal proceedings are still pending against numerous entities with respect to the February 2021 Winter Storm Event, including against CenterPoint Energy, Utility Holding, Houston Electric, and CERC. Like other Texas energy companies and TDUs, CenterPoint Energy and Houston Electric have become involved in certain investigations, litigation and other regulatory and legal proceedings regarding their efforts to restore power during the storm and their compliance with NERC, ERCOT and PUCT rules and directives. Additionally, like other natural gas market participants, CERC has been named in litigation alleging gas market manipulation.

CenterPoint Energy, Utility Holding, and Houston Electric, along with hundreds of other defendants (including ERCOT, power generation companies, other TDUs, natural gas producers, REPs, and other entities) received claims and lawsuits filed by plaintiffs alleging wrongful death, personal injury, property damage and other injuries and damages. As of September 30, 2025, there were approximately 220 pending lawsuits that are consolidated in Texas state court in Harris County, Texas, as part of the MDL proceeding related to the February 2021 Winter Storm Event, and CenterPoint Energy and Houston Electric, along with numerous other entities, have been named as defendants in approximately 155 of those lawsuits. One of the lawsuits in the MDL was a putative class action on behalf of everyone who received electric power via the ERCOT grid and sustained a power outage between February 10, 2021 and February 28, 2021. Additionally, Utility Holding is currently named as a defendant in one lawsuit in which CenterPoint Energy and Houston Electric are also named as defendants.

The judge overseeing the MDL issued an initial case management order and stayed all proceedings and discovery. Per the case management order, the judge entertained dispositive motions in five representative or “bellwether” cases and, in late January 2023, issued rulings on them. The judge ruled that ERCOT has sovereign immunity as a governmental entity and dismissed the suits against it. In a subsequent opinion in an unrelated matter, the Texas Supreme Court held that ERCOT is entitled to sovereign immunity. This ruling will apply to claims against ERCOT in the MDL. The MDL judge also dismissed all claims against the natural gas defendants (which list of natural gas defendants incorrectly included Utility Holding) and the REP defendants and some causes of action against the other defendants. CenterPoint Energy expects that the claims against Utility Holding will ultimately be dismissed in light of the judge’s initial rulings. As to the TDU and generator defendants, the judge dismissed some causes of action but denied the motions to dismiss claims for negligence, gross negligence, and nuisance, which denial the TDU defendants and generator defendants asked the courts of appeals to overturn. On April 2, 2024, a three-judge panel of the Court of Appeals for the Fourteenth District of Texas issued an opinion in the TDU mandamus proceeding, granting in part and denying in part the TDUs’ mandamus request. In its opinion, the panel granted the TDUs’ mandamus request relating to the TDUs’ motion to dismiss the plaintiffs’ claims for (1) negligence, (2) negligent nuisance and (3) strict liability nuisance and ordered those claims be dismissed. The panel denied the TDUs’ mandamus request relating to the TDUs’ motion to dismiss the plaintiffs’ gross negligence and intentional nuisance claims. On May 22, 2024, the TDUs filed a mandamus petition with the Supreme Court of Texas, seeking dismissal of the remaining claims. On June 27, 2025, the Supreme Court of Texas issued its decision and held that plaintiffs’ pleadings are insufficient as to both their intentional nuisance and gross negligence claims. The court dismissed plaintiffs’ intentional nuisance claims with prejudice, but concluded that plaintiffs should be given the opportunity to replead their gross negligence claims only.

In the generator mandamus proceeding that was pending in the Court of Appeals for the First District of Texas, a three-judge panel granted the generators’ mandamus request and ordered dismissal of all claims asserted against the generators’ defendants. The plaintiffs asked the entire First Court of Appeals to rehear the panel’s decision. On November 26, 2024, the First Court of Appeals denied that motion. The plaintiffs filed a petition for writ of mandamus with the Supreme Court of Texas on January 31, 2025, and on June 27, 2025, the Supreme Court of Texas requested briefing on the merits in that proceeding.

The plaintiffs filed their brief on the merits on September 26, 2025, and the generator defendants' response is currently due on November 17, 2025.

The MDL judge allowed defendants (including Houston Electric) to file several additional motions on preliminary legal issues. These motions included the TDUs' motion to dismiss under Chapter 150 of the Texas Civil Practice and Remedies Code, which was filed in one of the bellwether cases and argued that all of plaintiffs' claims should be dismissed because the plaintiffs did not include a sufficient certificate by a qualified engineer with their petition as required by Texas law, as well as a motion to deny class certification in the putative class action. On November 13, 2024, the MDL Court granted the TDUs' motion to dismiss under Chapter 150, and on December 3, 2024, the plaintiffs filed a notice of appeal of that ruling. Briefing in this appellate proceeding is complete. On January 8, 2025, the MDL Court denied class certification in the putative class action. Following issuance of the order denying class certification, a new lawsuit was filed on behalf of approximately 140 plaintiffs in Harris County District Court against hundreds of defendants, including CenterPoint Energy and Houston Electric, and that case was transferred to the MDL on January 23, 2025. In addition, plaintiffs filed a notice of appeal of the denial of class certification on January 27, 2025, but dismissed that appeal on April 28, 2025. On August 13, 2025, the MDL judge signed orders dismissing all of the plaintiffs' claims against the TDUs except gross negligence. On September 11, 2025, the MDL judge issued an order with a schedule for the plaintiffs to re-plead their gross negligence claims and for the TDUs to file certain dispositive motions in response. All litigation otherwise remains stayed in the MDL. CenterPoint Energy, Utility Holding, and Houston Electric intend to vigorously defend themselves against the claims raised.

CenterPoint Energy and Houston Electric have also responded to inquiries from the Texas Attorney General and the Galveston County District Attorney's Office, and various other regulatory and governmental entities also conducted inquiries, investigations and other reviews of the February 2021 Winter Storm Event and the efforts made by various entities to prepare for, and respond to, the event, including the electric generation shortfall issues.

In February 2023, twelve lawsuits were filed in state district court in Harris County and Tom Green County, Texas, against dozens of gas market participants in Texas, including natural gas producers, processors, pipelines, marketers, sellers, traders, gas utilities, and financial institutions. Plaintiffs named CERC as a defendant, along with "CenterPoint Energy Services, Inc.," incorrectly identifying it as CERC's parent company (CenterPoint Energy previously divested CenterPoint Energy Services, Inc.). One lawsuit filed in Harris County is a putative class action on behalf of two classes of electric and natural gas customers (those who experienced a loss of electricity and/or natural gas, and those who were charged securitization-related surcharges on a utility bill or were otherwise charged higher rates for electricity and/or gas during the February 2021 Winter Storm Event), potentially including millions of class members. Two other lawsuits (one filed in Harris County and one in Tom Green County) were brought by an entity that purports to be an assignee of the claims of tens of thousands of persons and entities. These, and nine other similar lawsuits filed in Harris County, generally allege that the defendants engaged in gas market manipulation and price gouging, including by intentionally withholding, suppressing, or diverting supplies of natural gas in connection with the February 2021 Winter Storm Event, Winter Storm Elliott, and other severe weather conditions, and through financial market manipulation. Plaintiffs allege that this manipulation impacted gas supply and prices as well as the market, supply, and price of electricity in Texas and caused blackouts and other damage. Plaintiffs assert claims for tortious interference with existing contract, private nuisance, and unjust enrichment, and allege a broad array of injuries and damages, including personal injury, property damage, and harm from certain costs being securitized and passed on to ratepayers. The lawsuits do not specify the amount of damages sought, but seek broad categories of actual, compensatory, statutory, consequential, economic, and punitive damages; restitution and disgorgement; pre- and post-judgment interest; costs and attorneys' fees; and other relief. All twelve lawsuits have been tagged for transfer to the existing MDL proceeding referenced above, but only three of the cases have been served against the defendants, including CERC. These gas market cases are in addition to the 220 cases noted above regarding electric market issues.

On February 2, 2024, CERC filed pleas to the jurisdiction in the three cases in which it was served; CERC also partially joined the other defendants' motions to dismiss and additional pleas to the jurisdiction. On April 2, 2024, plaintiffs in the three served cases filed amended petitions rather than responding to pleas to the jurisdiction and motions to dismiss. Among other changes, plaintiffs in these three cases dismissed CenterPoint Energy Services, Inc., but maintained the same three causes of action as to the remaining defendants. CERC has vigorously defended itself against the claims raised, including filing updated pleas to the jurisdiction on May 17, 2024 in response to plaintiffs' amended petitions and intends to continue to do so. On August 12, 2024, plaintiffs in the putative class action filed a motion for leave to amend to add additional plaintiffs/class representatives. Defendants opposed this motion on September 20, 2024. On September 23, 2024, the MDL judge heard oral argument on CERC's plea to the jurisdiction and defendants' motions to dismiss and other pleas to the jurisdiction. On November 7, 2024 and November 11, 2024, the MDL judge granted defendants' motion to dismiss and CERC's plea to the jurisdiction in all three cases. As a result of these rulings, all claims against CERC were dismissed with prejudice. Plaintiffs have appealed these rulings, and the appeals have been assigned to the Court of Appeals for the First District of Texas. On December 4, 2024, the MDL judge denied as moot a plaintiff's motion for leave to amend to add additional plaintiffs/class representatives in the putative class action case. On January 17, 2025, the plaintiffs in the putative class action case filed an

unopposed motion to dismiss their appeal, which the Court of Appeals granted on February 4, 2025. The parties have now completed their briefing.

To date, there have not been demands, quantification, disclosure or discovery of damages by any party to any of the above legal matters that are sufficient to enable CenterPoint Energy and its subsidiaries to estimate exposure. Given that, as well as the preliminary nature of the proceedings, the number of parties and complexity of issues involved, and the uncertainties of litigation, CenterPoint Energy and its subsidiaries are unable to predict the outcome or consequences of any of the foregoing matters or to estimate a range of potential losses. CenterPoint Energy and its subsidiaries have general and excess liability insurance policies that provide coverage for third party bodily injury and property damage claims. As CenterPoint Energy previously noted, given the nature of certain of the plaintiffs' allegations, insurance coverage may not be available other than for third party bodily injury and property damage claims caused by an accident, and one of CenterPoint Energy's insurers has reserved its rights with respect to coverage for plaintiffs' intentional nuisance claims as well as plaintiffs' claims in the gas market cases. CenterPoint Energy and its subsidiaries intend to continue to pursue all available insurance coverage for all of these matters.

Jefferson Parish. Several parishes and the State of Louisiana filed 42 suits under Louisiana's State and Local Coastal Resources Management Act against hundreds of oil and gas companies seeking compensatory damages for contamination and erosion of the Louisiana coastline allegedly caused by historical oil and gas operations. One of the defendants in one of the lawsuits (filed in 2013 only by the Parish of Jefferson) is Primary Fuels, Inc., a predecessor company of CenterPoint Energy, which operated in Louisiana from 1983-1989. All 42 suits were removed to Louisiana federal courts twice and were stayed for several years pending the district courts' consideration of various motions to remand and multiple appeals of remand orders. Several cases involving other parishes were remanded to Louisiana state court. To date, two of the 42 suits have substantially progressed in state court. The first case, *Cameron Parish v. Auster Oil & Gas, Inc., et al.*, settled shortly before trial on confidential terms. The second case, *Plaquemines Parish v. Rozel Operating Co., et al.*, was tried against one defendant, Chevron Corporation, and on April 4, 2025, the jury returned a verdict of \$744.6 million. Before final judgment was entered, the *Rozel* case was stayed until the United States Supreme Court rules on the merits of a jurisdictional issue in a related case that does not include Primary Fuels, Inc. As of September 30, 2025, the federal district court had not ruled on Jefferson Parish's motion to remand to state court the lawsuit which includes Primary Fuels, Inc. among the defendants. The timing of further progress in the Jefferson Parish case is uncertain and dependent in part on the court's ruling on the motion to remand and further developments in other related Chevron Corporation cases.

Because of the procedurally preliminary nature of the proceedings in the case in which Primary Fuels, Inc. is a defendant, lack of information about both the scope of and damages for Jefferson Parish's claim against Primary Fuels, Inc., the number of parties and complexity of issues involved, and the uncertainties of litigation, CenterPoint Energy and its subsidiaries are unable to predict the outcome or consequences of this matter or to estimate a range of potential losses. CenterPoint Energy intends to continue to vigorously defend itself against the claims raised and pursue any and all available insurance coverage.

Environmental Matters

MGP Sites. CenterPoint Energy, CERC and their predecessors, including predecessors of Vectren, operated MGPs in the past. The costs CenterPoint Energy or CERC, as applicable, expect to incur to fulfill their respective obligations are estimated by management using assumptions based on actual costs incurred, the timing of expected future payments and inflation factors, among others. While CenterPoint Energy and CERC have recorded obligations for all costs which are probable and estimable, including amounts they are presently obligated to incur in connection with activities at these sites, it is possible that future events may require remedial activities which are not presently foreseen, and those costs may not be subject to PRP or insurance recovery.

- (i) *Minnesota MGPs (CenterPoint Energy and CERC).* With respect to certain Minnesota MGP sites, CenterPoint Energy and CERC have completed state-ordered remediation and continue state-ordered monitoring and water treatment. CenterPoint Energy and CERC recorded a liability as reflected in the table below for continued monitoring and any future remediation required by regulators in Minnesota.
- (ii) *Indiana MGPs (CenterPoint Energy and CERC).* In the Indiana Gas service territory, the existence, location and certain general characteristics of 26 gas manufacturing and storage sites have been identified for which CenterPoint Energy and CERC may have some remedial responsibility. A remedial investigation/feasibility study was completed at one of the sites under an agreed upon order between Indiana Gas and the IDEM, and a Record of Decision was issued by the IDEM in January 2000. The remaining sites have been submitted to the IDEM's VRP. CenterPoint Energy has also identified its involvement in five manufactured gas plant sites in SIGECO's service territory, all of which are currently enrolled in the IDEM's VRP. CenterPoint Energy is currently conducting some level of remedial activities, including groundwater monitoring at certain sites.

(iii) *Other MGPs (CenterPoint Energy and CERC)*. In addition to the Minnesota and Indiana sites, the EPA and other regulators have investigated MGP sites that were owned or operated by CenterPoint Energy or CERC or may have been owned by one of their former affiliates.

Total costs that may be incurred in connection with addressing these sites cannot be determined at this time. The estimated accrued costs are limited to CenterPoint Energy’s and CERC’s share of the remediation efforts and are therefore net of exposures of other PRPs. The estimated range of possible remediation costs for the sites for which CenterPoint Energy and CERC believe they may have responsibility was based on remediation continuing for the minimum time frame given in the table below:

	September 30, 2025		
	CenterPoint Energy	CERC	
	(in millions, except years)		
Amount accrued for remediation	\$	13	\$ 11
Minimum estimated remediation costs		8	7
Maximum estimated remediation costs		47	41
Minimum years of remediation		5	5
Maximum years of remediation		50	50

The cost estimates are based on studies of a site or industry average costs for remediation of sites of similar size. The actual remediation costs will depend on the number of sites to be remediated, the participation of other PRPs, if any, and the remediation methods used.

CenterPoint Energy and CERC do not expect the ultimate outcome of these matters to have a material adverse effect on the financial condition, results of operations or cash flows of either CenterPoint Energy or CERC.

Asbestos. Some facilities owned by the Registrants or their predecessors contain or have contained asbestos insulation and other asbestos-containing materials. The Registrants are from time to time named, along with numerous others, as defendants in lawsuits filed by a number of individuals who claim injury due to exposure to asbestos, and the Registrants anticipate that additional claims may be asserted in the future. Although their ultimate outcome cannot be predicted at this time, the Registrants do not expect these matters, either individually or in the aggregate, to have a material adverse effect on their financial condition, results of operations or cash flows.

CCR Rule (CenterPoint Energy). In April 2015, the EPA finalized its CCR Rule, which regulates ash as non-hazardous material under the RCRA. The final rule allows beneficial reuse of ash, and a portion of the ash generated by Indiana Electric’s generating plants will continue to be reused.

Indiana Electric has three ash ponds, two at the F.B. Culley facility (Culley East and Culley West) and one at the A.B. Brown facility. Under the CCR Rule, Indiana Electric is required to perform integrity assessments, including ground water monitoring, at its F.B. Culley and A.B. Brown generating stations. Pursuant to the CCR Rule, both the Culley East and A.B. Brown facilities were taken out of service in a timely manner per the commitments made to the EPA in the extension requests filed for both ponds. On April 24, 2019, Indiana Electric received an order from the IURC approving recovery in rates of costs associated with the closure of the Culley West pond, which has already completed closure activities. On August 14, 2019, Indiana Electric filed its petition with the IURC for recovery of costs associated with the closure of the A.B. Brown ash pond, which would include costs associated with the excavation and recycling of ponded ash. This petition was subsequently approved by the IURC on May 13, 2020. On October 28, 2020, the IURC approved Indiana Electric’s ECA proceeding, which included the initiation of recovery of the federally mandated project costs.

On November 1, 2022, Indiana Electric filed for a CPCN to recover federally mandated costs associated with closure of the Culley East Pond, its third and final ash pond. Indiana Electric sought accounting and ratemaking relief for the project, and on June 8, 2023, Indiana Electric filed a revised CPCN for recovery of the federally mandated ash pond costs. On February 7, 2024 the IURC approved the federally mandated costs, both incurred and projected, of \$52 million in capital costs, plus an estimated \$133,000 in annual operation and maintenance expenses, for recovery through the ECA. Following approval of its most recent rate case, this project is now being recovered through base rates.

As of September 30, 2025, CenterPoint Energy had recorded an approximate \$137 million ARO, which represents the discounted value of future cash flow estimates to close the ponds at A.B. Brown and F.B. Culley. This estimate is subject to change due to the contractual arrangements; continued assessments of the ash, closure methods, and the timing of closure;

implications of Indiana Electric's generation transition plan; changing environmental regulations; and proceeds received from the settlements in previously settled insurance proceedings. In addition to these AROs, Indiana Electric also anticipates equipment purchases of between \$60 million and \$80 million to complete the A.B. Brown closure project.

On April 25, 2024, the EPA released its final Hazardous and Solid Waste Management System; Disposal of Coal Combustion Residuals from Electric Utilities; Legacy CCR Surface Impoundments rule (CCR Legacy Rule), which was published in the Federal Register in May 2024. The CCR Legacy Rule requires companies to investigate previously closed impoundments that were used historically for ash disposal or locations which have had ash placed on them in amounts set forth in the CCR Legacy Rule. The Registrants have completed their preliminary review of potential sites that will require further investigation under the CCR Legacy Rule and identified certain sites in Indiana for further evaluation. During 2024, Indiana Electric recorded an approximate \$11 million ARO with a corresponding increase of \$11 million to Property, plant and equipment for amounts recoverable for electric generation stations that are currently in service. These estimates reflect the discounted value of future estimated capping costs for an area of historic ash placement at F.B. Culley. Indiana Electric will continue to refine the assumptions, engineering analyses and resulting cost estimates associated with this ARO and such refinement could materially impact the amount of the estimated ARO.

Clean Water Act Permitting of Groundwater and Power Plant Discharges. In April 2020, the U.S. Supreme Court issued an opinion providing that indirect discharges via groundwater or other non-point sources are subject to permitting and liability under the Clean Water Act when they are the functional equivalent of a direct discharge. On November 27, 2023, the EPA published draft guidance regarding the application of the "functional equivalent" analysis as related to permitting of certain discharges through groundwater to surface waters. The Registrants do not currently anticipate impacts from this guidance, but groundwater monitoring continues under the CCR Rule.

In 2015, the EPA finalized revisions to the existing steam electric wastewater discharge standards which set more stringent wastewater discharge limits and effectively prohibited further wet disposal of coal ash in ash ponds. In February 2019, the IURC approved Indiana Electric's Effluent Limitation Guidelines Compliance Plan for its F.B. Culley Generating Station, which was completed in compliance with the requirements of the Effluent Limitation Guidelines. On April 25, 2024, the EPA released its final Supplemental Effluent Limitation Guidelines and Standards for the Steam Electric Generating Point Source Category. On September 29, 2025, the EPA released a proposed rule to extend various deadlines and other provisions of the 2024 Supplemental Effluent Limitation Guidelines. The Registrants currently anticipate that they will be in compliance with the Supplemental Effluent Limitation Guidelines at the Culley facility due to previous wastewater treatment upgrades.

Other Environmental. From time to time, the Registrants identify the presence of environmental contaminants during operations or on property where their predecessors have conducted operations. Other such sites involving contaminants may be identified in the future. The Registrants have and expect to continue to remediate any identified sites consistent with state and federal legal obligations. From time to time, the Registrants have received notices, and may receive notices in the future, from regulatory authorities or others regarding status as a PRP in connection with sites found to require remediation due to the presence of environmental contaminants. In addition, the Registrants have been, or may be, named from time to time as defendants in litigation related to such sites. Although the ultimate outcome of such matters cannot be predicted at this time, the Registrants do not expect these matters, either individually or in the aggregate, to have a material adverse effect on their financial condition, results of operations or cash flows.

Other Proceedings

The Registrants are involved in other legal, environmental, tax and regulatory proceedings before various courts, regulatory commissions and governmental agencies regarding matters arising in the ordinary course of business. From time to time, the Registrants are also defendants in legal proceedings with respect to claims brought by various plaintiffs against broad groups of participants in the energy industry. Some of these proceedings involve substantial amounts. The Registrants regularly analyze current information and, as necessary, provide accruals for probable and reasonably estimable liabilities on the eventual disposition of these matters. The Registrants do not expect the disposition of these matters to have a material adverse effect on the Registrants' financial condition, results of operations or cash flows.

(12) Earnings Per Share (CenterPoint Energy)

The methodology for calculating basic and diluted earnings per share was disclosed in our combined 2024 Form 10-K. Except as described below, there have been no material changes in those disclosures.

Until settlement of the equity forwards executed in April 2025 and May 2025 further described in Note 15, dilutive earnings per common share reflects the dilutive impact of potential issuances of shares of Common Stock associated with the outstanding equity forwards. The dilutive effect of equity forwards is determined under the treasury stock method. Share dilution occurs when the average market price of Common Stock is higher than the forward sales price at the end of the reporting period.

Diluted earnings per common share will also reflect the dilutive effect of potential conversions of our convertible notes into shares of Common Stock. Convertible debt in which the principal amount must be settled in cash is excluded from the calculation of diluted earnings per common share. There would be no interest expense adjustment to the numerator for the cash-settled portion of the convertible notes because that portion will always be settled in cash. The conversion spread value in shares will be included in diluted earnings per common share using the if-converted method if the average market price of Common Stock is higher than the conversion price. The denominator of diluted earnings per common share is determined by dividing the conversion spread value of the share-settled portion of the convertible notes as of the reporting date by the average share price over the reporting period. For further details about the 2028 Convertible Notes, see Note 9.

The following table reconciles numerators and denominators of CenterPoint Energy's basic and diluted earnings per common share:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions, except per share and share amounts)			
Numerator:				
Net income	\$ 293	\$ 193	\$ 788	\$ 771
Denominator:				
Weighted average common shares outstanding – basic	652,862,000	647,797,000	652,605,000	640,287,000
Plus:				
Restricted stock	2,161,000	417,000	1,460,000	1,074,000
Equity forwards	981,000	—	591,000	—
Convertible notes (1)	24,000	—	24,000	—
Weighted average common shares outstanding – diluted	656,028,000	648,214,000	654,680,000	641,361,000
Earnings Per Common Share:				
Basic	\$ 0.45	\$ 0.30	\$ 1.21	\$ 1.20
Diluted	\$ 0.45	\$ 0.30	\$ 1.20	\$ 1.20

(1) Related to the 2026 Convertible Notes.

(13) Reportable Segments

The Registrants' determination of reportable segments considers the strategic operating units under which the CODM manages sales, allocates resources and assesses performance of various products and services to wholesale or retail customers in differing regulatory environments.

As of September 30, 2025, reportable segments by Registrant and information about each Registrant's CODM were as follows:

CenterPoint Energy

- CenterPoint Energy's Electric reportable segment consists of electric transmission and distribution services in the Texas Gulf Coast area in the ERCOT region and electric transmission and distribution services primarily to southwestern Indiana and includes power generation and wholesale power operations in the MISO region.
- CenterPoint Energy's Natural Gas reportable segment consists of (i) intrastate natural gas sales to, and natural gas transportation and distribution for residential, commercial, and industrial customers in Indiana, Minnesota, Ohio and

Texas; and (ii) permanent pipeline connections through interconnects with various interstate and intrastate pipeline companies through CEIP. On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 to the Interim Condensed Financial Statements.

- CenterPoint Energy's Corporate and Other category consists of corporate support operations that support all of CenterPoint Energy's business operations. CenterPoint Energy's Corporate and Other also includes office buildings and other real estate used for business operations.

CenterPoint Energy's CODM, the President and Chief Executive Officer, evaluates performance for all of its reportable segments based on segment net income. The CODM uses segment net income to allocate resources as part of the budgeting and forecasting process as well as during periodic budget-to-actual reviews.

Houston Electric

- Houston Electric's single reportable segment consists of electric transmission services to transmission service customers in the ERCOT region and distribution services to REPs serving the Texas Gulf Coast area that includes the city of Houston.

Houston Electric's CODM, the President and Chief Executive Officer, evaluates performance for its single reportable segment based on segment net income. The CODM uses segment net income to allocate resources as part of the budgeting and forecasting process as well as during periodic budget-to-actual reviews.

CERC

- CERC's single reportable segment following the Restructuring and the closing of the sale of the Louisiana and Mississippi natural gas LDC businesses on March 31, 2025 consists of (i) intrastate natural gas sales to, and natural gas transportation and distribution for, residential, commercial, and industrial customers in Indiana, Minnesota, Ohio and Texas; and (ii) permanent pipeline connections through interconnects with various interstate and intrastate pipeline companies through CEIP. On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 to the Interim Condensed Financial Statements.

CERC's CODM, the President and Chief Executive Officer, evaluates performance for its single reportable segment based on segment net income. The CODM uses segment net income to allocate resources as part of the budgeting and forecasting process as well as during periodic budget-to-actual reviews.

Expenditures for long-lived assets include property, plant and equipment. Intersegment sales are eliminated in consolidation, except as described in Note 1.

Financial data for reportable segments is as follows:

CenterPoint Energy

Three Months Ended September 30, 2025

	Electric	Natural Gas	Corporate and Other	Total Reportable Segments	Eliminations	Total
	(in millions)					
Revenues from external customers	\$ 1,365	\$ 622	\$ 1	\$ 1,988	\$ —	\$ 1,988
Utility natural gas, fuel and purchased power	72	147	—	219	—	219
Non-utility cost of revenues, including natural gas	—	1	—	1	—	1
Operation and maintenance expenses	520	219	2	741	—	741
Depreciation and amortization	247	139	6	392	—	392
Taxes other than income taxes	82	53	(2)	133	—	133
Interest expense and other finance charges	116	52	81	249	(6)	243
Income tax expense (benefit)	56	(54)	(9)	(7)	—	(7)
Interest income (1)	(1)	—	(5)	(6)	6	—
Other expense (income), net (2)	(20)	(6)	(1)	(27)	—	(27)
Net income (loss)	\$ 293	\$ 71	\$ (71)	\$ 293	\$ —	\$ 293

Three Months Ended September 30, 2024

	Electric	Natural Gas	Corporate and Other	Total Reportable Segments	Eliminations	Total
	(in millions)					
Revenues from external customers	\$ 1,243	\$ 611	\$ 2	\$ 1,856	\$ —	\$ 1,856
Utility natural gas, fuel and purchased power	58	139	—	197	—	197
Non-utility cost of revenues, including natural gas	—	2	(1)	1	—	1
Operation and maintenance expenses	560	214	1	775	—	775
Depreciation and amortization	201	129	4	334	—	334
Taxes other than income taxes	73	51	1	125	—	125
Interest expense and other finance charges	88	40	74	202	(7)	195
Income tax expense (benefit)	53	9	(10)	52	—	52
Interest income (1)	(4)	(1)	(2)	(7)	7	—
Other expense (income), net (2)	(12)	(2)	(2)	(16)	—	(16)
Net income (loss)	\$ 226	\$ 30	\$ (63)	\$ 193	\$ —	\$ 193

Nine Months Ended September 30, 2025						
	Electric	Natural Gas	Corporate and Other	Total Reportable Segments	Eliminations	Total
(in millions)						
Revenues from external customers	\$ 3,622	\$ 3,224	\$ 6	\$ 6,852	\$ —	\$ 6,852
Intersegment revenues	—	2	—	2	(2)	—
Utility natural gas, fuel and purchased power	211	1,316	—	1,527	(2)	1,525
Non-utility cost of revenues, including natural gas	—	4	—	4	—	4
Operation and maintenance expenses	1,527	679	(3)	2,203	—	2,203
Depreciation and amortization	687	423	15	1,125	—	1,125
Taxes other than income taxes	240	183	4	427	—	427
Interest expense and other finance charges	323	154	226	703	(27)	676
Income tax expense (benefit)	122	62	(55)	129	—	129
Interest income (1)	(12)	(10)	(5)	(27)	27	—
Other expense (income), net (2)	(48)	30	(7)	(25)	—	(25)
Net income (loss)	\$ 572	\$ 385	\$ (169)	\$ 788	\$ —	\$ 788

Nine Months Ended September 30, 2024						
	Electric	Natural Gas	Corporate and Other	Total Reportable Segments	Eliminations	Total
(in millions)						
Revenues from external customers	\$ 3,499	\$ 2,876	\$ 6	\$ 6,381	\$ —	\$ 6,381
Utility natural gas, fuel and purchased power	151	1,066	—	1,217	—	1,217
Non-utility cost of revenues, including natural gas	—	3	(1)	2	—	2
Operation and maintenance expenses	1,532	637	(7)	2,162	—	2,162
Depreciation and amortization	664	403	16	1,083	—	1,083
Taxes other than income taxes	228	177	5	410	—	410
Interest expense and other finance charges	276	152	212	640	(24)	616
Income tax expense (benefit)	131	88	(56)	163	—	163
Interest income (1)	(15)	(2)	(7)	(24)	24	—
Other expense (income), net (2)	(30)	(8)	(5)	(43)	—	(43)
Net income (loss)	\$ 562	\$ 360	\$ (151)	\$ 771	\$ —	\$ 771

- (1) Interest income from Securitization Bonds of less than \$1 million and \$1 million for the three months ended September 30, 2025 and 2024, respectively, and less than \$1 million and \$3 million for the nine months ended September 30, 2025 and 2024, respectively, is included in Other expense (income), net on CenterPoint Energy's Statements of Consolidated Income.
- (2) Amount primarily includes AFUDC equity, non-service cost for pension and postretirement benefits, Gain (loss) on equity securities, Gain (loss) on indexed debt securities and Loss on sale.

Expenditures for Long-lived Assets			
Nine Months Ended September 30,			
	2025	2024	
(in millions)			
Electric	\$ 2,534	\$	1,643
Natural Gas		1,164	1,115
Corporate and Other		32	8
Consolidated	\$ 3,730	\$	2,766

	Total Assets	
	September 30, 2025	December 31, 2024
	(in millions)	
Electric	\$ 26,338	\$ 23,936
Natural Gas	17,553	18,583
Corporate and Other (1)	1,158	1,249
Consolidated	<u>\$ 45,049</u>	<u>\$ 43,768</u>

(1) Total assets included pension and other postemployment-related regulatory assets of \$365 million and \$384 million as of September 30, 2025 and December 31, 2024, respectively.

Houston Electric

Houston Electric consists of a single reportable segment. For financial data related to income and expenses for the single reportable segment, see Houston Electric's Statements of Consolidated Income. For financial data related to segment total assets, see Houston Electric's Consolidated Balance Sheets. Expenditures for long-lived assets were \$1.9 billion and \$1.4 billion for the nine months ended September 30, 2025 and 2024, respectively. Financial data related to interest income is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)		(in millions)	
Interest income (1)	\$ 1	\$ 3	\$ 10	\$ 14

(1) Reflected in Other income, net on Houston Electric's Statements of Consolidated Income.

CERC

CERC consists of a single reportable segment. For financial data related to income and expenses for the single reportable segment, see CERC's Statements of Consolidated Income. For financial data related to segment total assets, see CERC's Consolidated Balance Sheets. Expenditures for long-lived assets were \$1.1 billion and \$1.1 billion for the nine months ended September 30, 2025 and 2024, respectively. Financial data related to interest income is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in millions)		(in millions)	
Interest income (1)	\$ —	\$ 1	\$ 10	\$ 2

(1) Reflected in Other income, net on CERC's Statements of Consolidated Income.

(14) Related Party Transactions (Houston Electric and CERC)

Houston Electric and CERC participate in CenterPoint Energy's money pool through which they can borrow or invest on a short-term basis. Funding needs are aggregated and external borrowing or investing is based on the net cash position. The net funding requirements of the CenterPoint Energy money pool are expected to be met with borrowings under CenterPoint Energy's revolving credit facility or the sale of CenterPoint Energy's commercial paper.

The table below summarizes CenterPoint Energy money pool activity:

	September 30, 2025		December 31, 2024	
	Houston Electric	CERC	Houston Electric	CERC
	(in millions, except interest rates)			
Money pool investments (1)	\$ 509	\$ —	\$ 368	\$ —
Weighted average interest rate	4.25 %	— %	4.65 %	— %

(1) Included in Accounts and notes receivable—affiliated companies in Houston Electric's respective Condensed Consolidated Balance Sheets as of September 30, 2025 and December 31, 2024.

Houston Electric and CERC affiliate-related transactions were as follows:

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Houston Electric	CERC	Houston Electric	CERC	Houston Electric	CERC	Houston Electric	CERC
	(in millions)							
Interest income (expense), net (1)	\$ (1)	\$ —	\$ 1	\$ 1	\$ (1)	\$ 10	\$ 9	\$ 2

(1) Interest income is included in Other income, net and interest expense is included in Interest expense and other finance charges on Houston Electric's and CERC's respective Statements of Consolidated Income.

CenterPoint Energy provides some corporate services to Houston Electric and CERC. The costs of services have been charged directly to Houston Electric and CERC using methods that management believes are reasonable. These methods include usage rates, dedicated asset assignment and proportionate corporate formulas based on operating expenses, assets, gross margin, employees and a composite of assets, gross margin and employees. Houston Electric provides certain services to CERC. These services are billed at actual cost, either directly or as an allocation and include fleet services, shop services, geographic services, surveying and right-of-way services, radio communications, data circuit management and field operations. Additionally, CERC provides certain services to Houston Electric. These services are billed at actual cost, either directly or as an allocation and include line locating and other miscellaneous services. These charges are not necessarily indicative of what would have been incurred had Houston Electric and CERC not been affiliates.

The table below presents amounts charged for these services, which are included primarily in Operation and maintenance expenses on Houston Electric's and CERC's respective Condensed Statements of Consolidated Income:

	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025		2024		2025		2024	
	Houston Electric	CERC	Houston Electric	CERC	Houston Electric	CERC	Houston Electric	CERC
	(in millions)							
Corporate service charges	\$ 52	\$ 58	\$ 45	\$ 50	\$ 142	\$ 164	\$ 124	\$ 156
Affiliate service charges (billings), net	(2)	2	(1)	1	(3)	3	(4)	4

(15) Equity

Dividends Declared and Paid (CenterPoint Energy)

CenterPoint Energy's dividends declared and dividends paid are presented below:

	Dividends Declared Per Share				Dividends Paid Per Share			
	Three Months Ended September 30,		Nine Months Ended September 30,		Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024	2025	2024	2025	2024
Common Stock	\$ 0.440	\$ 0.410	\$ 0.660	\$ 0.610	\$ 0.220	\$ 0.200	\$ 0.660	\$ 0.600

Common Stock (CenterPoint Energy)

(a) Equity Distribution Agreement

On January 10, 2024, CenterPoint Energy entered into an Equity Distribution Agreement with certain financial institutions with respect to the offering and sale from time to time of shares of Common Stock, having an aggregate gross sales price of up to \$500 million. Sales of Common Stock may be made by any method permitted by applicable law and deemed to be an "at the market offering" as defined in Rule 415 of the Securities Act. The offer and sale of Common Stock under the Equity Distribution Agreement will terminate upon the earliest of (1) the sale of all Common Stock subject to the Equity Distribution Agreement, (2) termination of the Equity Distribution Agreement, or (3) May 17, 2026.

In April 2025, CenterPoint Energy entered into separate forward sale agreements pursuant to the Equity Distribution Agreement with certain of the ATM Forward Purchasers relating to 3,277,764 shares and 680,902 shares of Common Stock at an initial forward price of \$36.29 per share and \$36.72 per share, respectively. The gross sales price of these shares totaled approximately \$120 million and \$25 million, respectively. In connection with these sales, the ATM Forward Sellers were deemed to have received commissions of approximately \$1 million and less than \$1 million, respectively. In May 2025, CenterPoint Energy entered into a forward sale agreement with an ATM Forward Purchaser relating to 521,962 shares of Common Stock at an initial forward price of \$37.49 per share. The gross sales price of these shares totaled approximately \$20 million. In connection with these sales, the ATM Forward Seller was deemed to have received a commission of less than \$1 million. CenterPoint Energy has not received any proceeds from such sales of borrowed shares. On a settlement date or dates, if CenterPoint Energy elects to physically settle the forward sale agreements, CenterPoint Energy will issue shares of Common Stock to the counterparties at the then-applicable forward sale price. The forward price used to determine amounts due at settlement is calculated based on a floating interest rate factor equal to the overnight bank funding rate less a spread of 75 basis points, and will be subject to decrease on certain dates specified in the forward sale agreements by specified amounts related to expected dividends on the shares of the Common Stock during the term of the forward sale agreements. If the overnight bank funding rate is less than or more than the spread on any day, the interest rate factor will result in a reduction or an increase, respectively, of the forward sale price. As initial pricing terms were based on market prices for Common Stock, no amounts were recorded at the execution of the forward sale agreements. CenterPoint Energy will receive proceeds when settlement occurs and will record the proceeds in equity.

The forward sale agreements require CenterPoint Energy to, at its election on or prior to May 14, 2026, either (1) physically settle the transactions by issuing the total of 4,480,628 shares of Common Stock to the counterparties in exchange for cash of approximately \$164 million or (2) net settle the transactions in whole or in part through the delivery or receipt of cash or shares of Common Stock. Pursuant to such net settlement provisions, these agreements could have been settled on September 30, 2025 by CenterPoint Energy's delivery of approximately \$9.5 million of cash or 245,645 shares of Common Stock to the banking counterparties if CenterPoint Energy unilaterally elected net cash or net share settlement, respectively. As of September 30, 2025, CenterPoint Energy had approximately \$85 million of remaining capacity available under the at-the-market program.

(b) Forward Sale Agreements

In May 2025, CenterPoint Energy entered into separate forward sale agreements with certain financial institutions relating to an aggregate of 24,864,865 shares of Common Stock at an initial forward price of \$36.26 per share. On a settlement date or dates, if CenterPoint Energy elects to physically settle the forward sale agreements, CenterPoint Energy will issue shares of Common Stock to the counterparties at the then-applicable forward sale price. Each forward sale agreement provides that the initial forward sale price will be subject to adjustment based on a floating interest rate factor equal to the overnight bank funding rate less a spread of 75 basis points, and will be subject to decrease on each of certain dates specified in the relevant forward sale agreement by amounts related to expected dividends on shares of the Common Stock during the term of such forward sale agreement. If the overnight bank funding rate is less than or more than the spread on any day, the interest rate factor will result in a reduction or an increase, respectively, of the forward sale price. As initial pricing terms were based on market prices for Common Stock, no amounts were recorded at the execution of the forward sale agreements. CenterPoint Energy will receive proceeds when settlement occurs and will record the proceeds in equity.

The forward sale agreements require CenterPoint Energy to, at its election on or prior to February 25, 2027, either (1) physically settle the transactions by issuing the total of 24,864,865 shares of Common Stock to the counterparties in exchange for cash of \$907 million or (2) net settle the transactions in whole or in part through the delivery or receipt of cash or shares of Common Stock. Pursuant to such net settlement provisions, these agreements could also have been settled on September 30, 2025 by CenterPoint Energy's delivery of approximately \$58 million of cash or 1,487,454 shares of Common Stock to the banking counterparties if CenterPoint Energy unilaterally elected net cash or net share settlement, respectively.

Accumulated Other Comprehensive Income (Loss) (CenterPoint Energy and CERC)

Changes in accumulated comprehensive income (loss) are as follows:

	Three Months Ended September 30,			
	2025		2024	
	CenterPoint Energy	CERC	CenterPoint Energy	CERC
	(in millions)			
Beginning Balance	\$ (17)	\$ 17	\$ (30)	\$ 15
Other comprehensive income (loss) before reclassifications:				
Amounts reclassified from accumulated other comprehensive income (loss):				
Actuarial losses (1)	(2)	(2)	1	—
Reclassification of deferred gain from cash flow hedges realized in net income	—	—	(1)	—
Other comprehensive income	(2)	(2)	—	—
Ending Balance	\$ (19)	\$ 15	\$ (30)	\$ 15
	Nine Months Ended September 30,			
	2025		2024	
	CenterPoint Energy	CERC	CenterPoint Energy	CERC
	(in millions)			
Beginning Balance	\$ (17)	\$ 17	\$ (35)	\$ 16
Other comprehensive income (loss) before reclassifications:				
Remeasurement of pension and other postretirement plans	—	—	(2)	—
Net deferred gain from cash flow hedges	—	—	4	—
Amounts reclassified from accumulated other comprehensive income (loss):				
Prior service cost (1)	1	1	2	—
Actuarial losses (gain) (1)	(2)	(3)	2	(1)
Reclassification of deferred gain from cash flow hedges realized in net income	(1)	—	(1)	—
Other comprehensive income (loss)	(2)	(2)	5	(1)
Ending Balance	\$ (19)	\$ 15	\$ (30)	\$ 15

(1) Amounts are included in the computation of net periodic cost and are reflected in Other income, net in each of the Registrants' respective Condensed Statements of Consolidated Income.

(16) Subsequent Events
Debt Issuance (CenterPoint Energy)

On October 1, 2025, SIGECO closed on the remaining of the offering of \$145 million aggregate principal amount of the Series 2025C Bonds. The proceeds of the 2025C Bonds were used for general corporate purposes, including repaying short-term debt, refunding long-term debt at maturity or otherwise, and funding capital expenditures.

Tender Offers (CenterPoint Energy and Houston Electric)

In September 2025, CenterPoint Energy commenced cash tender offers for up to (i) \$300 million aggregate purchase price of certain of CenterPoint Energy's outstanding senior notes, ranging from 2.65% to 3.70% due 2030 to 2049, and (ii) \$200 million aggregate purchase price of certain of Houston Electric's general mortgage bonds, ranging from 4.25% to 4.50% due 2044 to 2049. In October 2025, CenterPoint Energy accepted for purchase and paid approximately \$504 million in connection with the settlement of the tender offers. Upon completion of the tender offers, CenterPoint Energy cancelled approximately \$329 million aggregate principal amount of its senior notes and Houston Electric cancelled approximately \$234 million aggregate principal amount of its general mortgage bonds pursuant to the terms of the respective indentures governing such securities, which are reflected in Current portion of other long-term debt on the CenterPoint Energy and Houston Electric Consolidated Balance Sheets. CenterPoint Energy expects to recognize a gain on early extinguishment of debt

of approximately \$25 million, which will be recognized in Interest income and other finance charges on its Statement of Consolidated Income in the fourth quarter of 2025. Houston Electric expects to recognize a gain on early extinguishment of debt of approximately \$24 million, which will be deferred and recognized as a reduction within Regulatory assets on its Consolidated Balance Sheet in the fourth quarter of 2025.

Junior Subordinated Notes (CenterPoint Energy)

In October 2025, CenterPoint Energy issued \$700 million aggregate principal amount of 5.950% Fixed-to-Fixed Reset Rate Junior Subordinated Notes, Series D, due 2056 (the “Series D Notes”). Interest on the Series D Notes accrues from October 2, 2025 and is payable semiannually in arrears on April 1 and October 1 of each year, beginning on April 1, 2026, and maturing on April 1, 2056. The Series D Notes bear interest (i) from and including October 2, 2025 to, but excluding, April 1, 2031 at the rate of 5.950% per annum and (ii) from and including April 1, 2031, during each five-year period following April 1, 2031 (each such five-year period, a “Series D Interest Reset Period”), at a rate per annum equal to the Five-Year Treasury Rate (as defined in the Junior Subordinated Notes Indenture) as of two business days prior to the beginning of the applicable Series D Interest Reset Period plus a spread of 2.223%, with such rate per annum to be reset on each five-year anniversary of April 1, 2031; provided that the interest rate during any Series D Interest Reset Period will not reset below 5.950% per annum (which is the same interest rate as in effect from and including the original issue date to, but excluding, April 1, 2031). So long as no event of default (as defined in the prospectus supplement relating to the offering of the Series D Notes) with respect to the Series D Notes has occurred and is continuing, CenterPoint Energy may, at its option, defer interest payments on the Series D Notes, from time to time, for one or more deferral periods of up to 20 consecutive semiannual interest payment periods, except that no such optional deferral period (as defined in the prospectus supplement relating to the offering of the Series D Notes) may extend beyond the final maturity date of the Series D Notes or end on a day other than the day immediately preceding an interest payment date.

During any optional deferral period, CenterPoint Energy (and its majority-owned subsidiaries, as applicable) will not (subject to certain exceptions as described in the Junior Subordinated Notes Indenture): (i) declare or pay any dividends or distributions on any of CenterPoint Energy’s capital stock; (ii) redeem, purchase, acquire or make a liquidation payment with respect to any of CenterPoint Energy’s capital stock; (iii) pay any principal, interest (to the extent such interest is deferrable) or premium on, or repay, repurchase or redeem any of CenterPoint Energy’s indebtedness that ranks equally with or junior to the Series D Notes in right of payment (including debt securities of other series, such as the other series of the Junior Subordinated Notes outstanding); or (iv) make any payments with respect to any guarantees by CenterPoint Energy of any indebtedness if such guarantees rank equally with or junior to the Series D Notes in right of payment.

The Series D Notes are CenterPoint Energy’s unsecured obligations and rank junior and subordinate in right of payment to the prior payment in full of CenterPoint Energy’s existing and future Senior Indebtedness (as defined in the Junior Subordinated Notes Indenture). Total proceeds for the sale of the Series D Notes, net of issuance costs and transaction expenses and fees, were approximately \$691 million, which were used for general corporate purposes, including the repayment of a portion of CenterPoint Energy’s outstanding commercial paper.

Proposed Divestiture of Ohio Natural Gas LDC Business (CenterPoint Energy and CERC)

On October 20, 2025, CERC Corp. entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH to NFGC. The purchase price is \$2.62 billion, subject to adjustment as set forth in the Ohio Securities Purchase Agreement. The purchase price is comprised of the following: (i) \$1.42 billion in cash payable to CERC Corp. upon closing of the proposed transaction, subject to adjustments as set forth in the Ohio Securities Purchase Agreement, including adjustments based on net working capital, regulatory assets and liabilities and capital expenditures at closing of the proposed transaction; and (ii) a 364-day seller promissory note, in the original principal amount of \$1.2 billion, to be issued by NFGC at the closing of the proposed transaction and payable to CERC Corp. as provided by the terms and conditions of the Seller Note Agreement. The completion of the proposed transaction is subject to customary closing conditions, including (i) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended; (ii) completion of a notice filing and review with the PUCO; and (iii) customary conditions regarding the accuracy of the representations and warranties and compliance by the parties with their respective obligations under the Ohio Securities Purchase Agreement. The proposed transaction is not subject to a financing condition, will not close prior to October 1, 2026 without the consent of CERC Corp., and is expected to close in the fourth quarter of 2026, subject to satisfaction of the foregoing conditions. The proposed transaction did not qualify as held for sale as of September 30, 2025.

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF CENTERPOINT ENERGY, INC. AND SUBSIDIARIES

The following combined discussion and analysis should be read in combination with the Interim Condensed Financial Statements contained in this combined Form 10-Q and the Registrants' combined 2024 Form 10-K. When discussing CenterPoint Energy's consolidated financial information, it includes the results of Houston Electric and CERC, which, along with CenterPoint Energy, are collectively referred to as the Registrants. Unless the context indicates otherwise, specific references to Houston Electric and CERC also pertain to CenterPoint Energy. In this combined Form 10-Q, the terms "our," "we" and "us" are used as abbreviated references to CenterPoint Energy, Inc. together with its consolidated subsidiaries, including Houston Electric and CERC, unless otherwise stated. No Registrant makes any representations as to the information related solely to CenterPoint Energy or the subsidiaries of CenterPoint Energy other than itself.

RECENT EVENTS

Ohio Securities Purchase Agreement. On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 the Interim Condensed Financial Statements.

CenterPoint Energy Board Leadership Structure Changes. On October 8, 2025, the Board unanimously appointed Jason P. Wells, Chief Executive Officer and President of CenterPoint Energy, to serve as Chair of the Board, effective immediately. Mr. Wells has served as a director on the Board since January 5, 2024. In addition, the Board approved the creation of a Lead Director of the Board position and the independent directors of the Board unanimously appointed independent director Christopher H. Franklin to serve as the Lead Director of the Board, effective immediately.

10-Year Capital Plan. On September 29, 2025, CenterPoint Energy announced a new 10-year capital plan to invest \$65 billion from 2026 through 2035, inclusive of a \$2 billion increase in planned capital expenditures through 2030. The new plan is expected to advance economic growth, enhance the experience of the Registrants' customers and deliver consistent value for stakeholders across the Registrants' jurisdictions.

CenterPoint Energy Appointment of Chief Operating Officer. On July 21, 2025, CenterPoint Energy announced the appointment of Jesus Soto, Jr. to the position of Executive Vice President and Chief Operating Officer of CenterPoint Energy, effective August 11, 2025.

One Big Beautiful Bill Act (OBBBA) and Executive Order 14315. On July 4, 2025, the OBBBA was signed into law. The OBBBA includes significant provisions, such as the permanent extension of certain expiring provisions of the Tax Cuts and Jobs Act of 2017 and numerous changes to the energy tax credits initially introduced and expanded under the IRA. The legislation has multiple effective dates, with certain provisions effective in 2025 and others implemented through 2027. Additionally, on July 7, 2025, President Trump issued Executive Order 14315, which relates to the implementation of such changes to energy tax credits. The Registrants are evaluating the OBBBA for the effect on their future financial results, and the Registrants will consider the impacts of the OBBBA and Executive Order 14315, as well as related guidance, on any future generation projects, including any BTAs or PPAs, as applicable. As a result of the Registrants having limited generation activities qualifying for tax credits under the IRA, the Registrants do not expect material impacts resulting from the changes to the IRA.

Temporary Generation. In June 2025, Houston Electric entered into definitive documentation, subject to PUCT approval, with relevant parties to release the 15 large 27 MW to 32 MW TEEEF units to the San Antonio area for a period of up to two years, during which time Houston Electric will not receive revenue or profit from ERCOT and will also not charge Houston-area customers for these TEEEF units while they are in San Antonio serving ERCOT. On July 9, 2025, the PUCT referred this docket to the SOAH. Following various preliminary orders, the SOAH set the prehearing conference for November 12, 2025 and set the hearing on the merits for November 13 through November 14, 2025. For additional information, see Note 6 to the Interim Condensed Financial Statements.

Regulatory Proceedings. For further information, see Note 6 to the Interim Condensed Financial Statements. For information related to our pending and completed regulatory proceedings to date in 2025, see "Liquidity and Capital Resources —Regulatory Matters" below.

Debt Transactions. In October 2025, CenterPoint Energy completed cash tender offers for up to (i) \$300 million aggregate purchase price of certain of CenterPoint Energy's outstanding senior notes, ranging from 2.65% to 3.70% due 2030 to 2049, and (ii) \$200 million aggregate purchase price of certain of Houston Electric's general mortgage bonds, ranging from 4.25% to

4.50% due 2044 to 2049. Additionally, in October 2025, CenterPoint Energy issued \$700 million aggregate principal amount of 5.950% Fixed-to-Fixed Reset Rate Junior Subordinated Notes, Series D, due 2056. For information about debt transactions to date in 2025, see Note 9 and Note 16 to the Interim Condensed Financial Statements.

CENTERPOINT ENERGY CONSOLIDATED RESULTS OF OPERATIONS

For information regarding factors that may affect the future results of our consolidated operations, see “Risk Factors” in Part I, Item 1A of the Registrants’ combined 2024 Form 10-K.

Net income (loss) for the three and nine months ended September 30, 2025 and 2024 was as follows:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Favorable (Unfavorable)	2025	2024	Favorable (Unfavorable)
	(in millions)					
Electric	\$ 293	\$ 226	\$ 67	\$ 572	\$ 562	\$ 10
Natural Gas	71	30	41	385	360	25
Total Utility Operations	364	256	108	957	922	35
Corporate and Other (1)	(71)	(63)	(8)	(169)	(151)	(18)
Total CenterPoint Energy	\$ 293	\$ 193	\$ 100	\$ 788	\$ 771	\$ 17

(1) Includes unallocated corporate costs, interest income and interest expense and intercompany eliminations.

Three months ended September 30, 2025 compared to three months ended September 30, 2024

Net income increased \$100 million primarily due to the following items:

- an increase in net income of \$67 million for the Electric reportable segment, as further discussed below;
- an increase in net income of \$41 million for the Natural Gas reportable segment, as further discussed below; and
- an increase in net loss of \$8 million for Corporate and Other, primarily due to increased borrowing costs.

Nine months ended September 30, 2025 compared to nine months ended September 30, 2024

Net income increased \$17 million primarily due to the following items:

- an increase in net income of \$10 million for the Electric reportable segment, as further discussed below;
- an increase in net income of \$25 million for the Natural Gas reportable segment, as further discussed below; and
- an increase in net loss of \$18 million for Corporate and Other, primarily due to a \$34 million after-tax expense associated with increased borrowing costs partially offset by a \$21 million after-tax gain on early extinguishment of debt with proceeds from the divestiture of the Louisiana and Mississippi natural gas LDCs. The remaining variance is primarily driven by an increase in income tax expense. See Note 3 and Note 9 for additional detail.

Income Tax Expense. For a discussion of effective tax rate per period, see Note 10 to the Interim Condensed Financial Statements.

CENTERPOINT ENERGY'S RESULTS OF OPERATIONS BY REPORTABLE SEGMENT

CenterPoint Energy's CODM views net income as the measure of profit or loss for the reportable segments. Segment results include inter-segment interest income and expense, which may result in inter-segment profit and loss.

The following discussion of CenterPoint Energy's results of operations is separated into two reportable segments, Electric and Natural Gas.

Electric (CenterPoint Energy).

For information regarding factors that may affect the future results of operations of CenterPoint Energy's Electric reportable segment, see "Risk Factors — Risk Factors Affecting Operations — Electric Generation, Transmission and Distribution," "— Risk Factors Affecting Regulatory, Environmental and Legal Risks," "— Risk Factors Affecting Financial, Economic and Market Risks," "— Risk Factors Affecting Safety and Security Risks" and "— General and Other Risks" in Part I, Item 1A of the Registrants' combined 2024 Form 10-K.

The following table provides summary data of CenterPoint Energy's Electric reportable segment:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Favorable (Unfavorable)	2025	2024	Favorable (Unfavorable)
	(in millions, except operating statistics)					
Revenues	\$ 1,365	\$ 1,243	\$ 122	\$ 3,622	\$ 3,499	\$ 123
Expenses:						
Utility natural gas, fuel and purchased power	72	58	(14)	211	151	(60)
Operation and maintenance	520	560	40	1,527	1,532	5
Depreciation and amortization	247	201	(46)	687	664	(23)
Taxes other than income taxes	82	73	(9)	240	228	(12)
Total expenses	921	892	(29)	2,665	2,575	(90)
Operating Income	444	351	93	957	924	33
Other Income (Expense):						
Interest expense and other finance charges	(116)	(88)	(28)	(323)	(276)	(47)
Other income, net	21	16	5	60	45	15
Income Before Income Taxes	349	279	70	694	693	1
Income tax expense	56	53	(3)	122	131	9
Net Income	\$ 293	\$ 226	\$ 67	\$ 572	\$ 562	\$ 10
Throughput (in GWh):						
Residential	12,088	11,807	2 %	28,318	27,219	4 %
Total	35,455	32,633	9 %	90,519	84,730	7 %
Weather (percentage of normal weather for service area):						
Cooling degree days	103 %	105 %	(2)%	108 %	110 %	(2)%
Heating degree days	29 %	11 %	18 %	100 %	82 %	18 %
Number of metered customers at end of period:						
Residential	2,673,077	2,628,569	2 %	2,673,077	2,628,569	2 %
Total	3,006,945	2,959,281	2 %	3,006,945	2,959,281	2 %

The following table provides variance explanations for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 as well as for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 by major income statement caption for CenterPoint Energy's Electric reportable segment:

	Favorable (Unfavorable)	
	Three Months Ended September 30, 2025 vs 2024	Nine Months Ended September 30, 2025 vs 2024
	(in millions)	
Revenues		
Transmission Revenues, including TCOS and TCRF, inclusive of costs billed by transmission providers, partially offset in operation and maintenance below	\$ 39	\$ 50
Customer rates and the impact of the change in rate design	48	58
Customer growth	8	21
Cost of fuel and purchased power, offset in utility natural gas, fuel and purchased power below	2	46
Energy efficiency, and other pass-through, offset in both operation and maintenance and utility natural gas, fuel and purchased power below as well as in customer rates above	6	9
Miscellaneous revenues, including service connections and off-system sales	1	(15)
Lost revenues as a result of outages associated with Hurricane Beryl in 2024	10	10
Equity return, related to true-up of transition charges for Transition Bond Company IV in 2024	—	(18)
Weather, efficiency improvements and other usage impacts	7	37
Bond Companies and SIGECO Securitization Subsidiary, offset in other line items below	1	(75)
Total	\$ 122	\$ 123
Utility natural gas, fuel and purchased power		
Cost of purchased power, offset in revenues above	\$ (3)	\$ (37)
Cost of fuel, including coal, natural gas, and fuel oil, offset in revenues above	(11)	(23)
Total	\$ (14)	\$ (60)
Operation and maintenance		
Transmission costs billed by transmission providers, offset in revenues above	\$ (21)	\$ (24)
Incremental storm expenses, including storm hardening expenses incurred in connection with accelerated operational activities after Hurricane Beryl in 2024	70	70
Contract services	21	(1)
Corporate support services	(7)	(18)
Labor and benefits	1	—
Bond Companies and SIGECO Securitization Subsidiary, offset in other line items	1	4
Energy efficiency offset in revenues above	(2)	(6)
All other operation and maintenance expense, including materials and supplies and insurance	(23)	(20)
Total	\$ 40	\$ 5
Depreciation and amortization		
Ongoing additions to plant-in-service	\$ (23)	\$ (58)
Lease expense associated with temporary generation units no longer eligible for regulatory deferral	(22)	(37)
Bond Companies and SIGECO Securitization Subsidiary, offset in other line items	(1)	72
Total	\$ (46)	\$ (23)
Taxes other than income taxes		
Incremental capital projects placed in service, and the impact of updated property tax rates	\$ (9)	\$ (12)
Total	\$ (9)	\$ (12)
Interest expense and other finance charges		
Changes in outstanding debt	\$ (28)	\$ (72)
Other, primarily AFUDC and impacts of regulatory deferrals	—	23
Bond Companies and SIGECO Securitization Subsidiary, offset in other line items above	—	2
Total	\$ (28)	\$ (47)
Other income, net		
Other income, including AFUDC - Equity	\$ 6	\$ 18
Bond Companies and SIGECO Securitization Subsidiary, offset in other line items above	(1)	(3)
Total	\$ 5	\$ 15

Income Tax Expense. For a discussion of effective tax rate per period by Registrant, see Note 10 to the Interim Condensed Financial Statements.

Natural Gas (CenterPoint Energy)

For information regarding factors that may affect the future results of operations of CenterPoint Energy’s Natural Gas reportable segment, see “Risk Factors — Risk Factors Affecting Operations — Natural Gas,” “— Risk Factors Affecting Regulatory, Environmental and Legal Risks,” “— Risk Factors Affecting Financial, Economic and Market Risks,” “— Risk Factors Affecting Safety and Security Risks” and “— General and Other Risks” in Part I, Item 1A of the Registrants’ combined 2024 Form 10-K.

The following table provides summary data of CenterPoint Energy’s Natural Gas reportable segment:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Favorable (Unfavorable)	2025	2024	Favorable (Unfavorable)
	(in millions, except operating statistics)					
Revenues	\$ 622	\$ 611	\$ 11	\$ 3,226	\$ 2,876	\$ 350
Expenses:						
Utility natural gas and fuel	147	139	(8)	1,316	1,066	(250)
Non-utility cost of revenues, including natural gas	1	2	1	4	3	(1)
Operation and maintenance	219	214	(5)	679	637	(42)
Depreciation and amortization	139	129	(10)	423	403	(20)
Taxes other than income taxes	53	51	(2)	183	177	(6)
Total expenses	559	535	(24)	2,605	2,286	(319)
Operating Income	63	76	(13)	621	590	31
Other Income (Expense):						
Loss on sale	—	—	—	(43)	—	(43)
Interest expense and other finance charges	(52)	(40)	(12)	(154)	(152)	(2)
Other income, net	6	3	3	23	10	13
Income Before Income Taxes	17	39	(22)	447	448	(1)
Income tax expense (benefit)	(54)	9	63	62	88	26
Net Income	\$ 71	\$ 30	\$ 41	\$ 385	\$ 360	\$ 25
Throughput (in Bcf):						
Residential	14	16	(13)%	157	141	11 %
Commercial and Industrial	79	91	(13)%	313	321	(2)%
Total	93	107	(13)%	470	462	2 %
Weather (percentage of 10-year average for service area):						
Heating degree days	51 %	23 %	28 %	97 %	79 %	18 %
Number of metered customers at end of period:						
Residential	3,712,312	4,031,298	(8)%	3,712,312	4,031,298	(8)%
Commercial and Industrial	283,943	300,709	(6)%	283,943	300,709	(6)%
Total (1)	3,996,255	4,332,007	(8)%	3,996,255	4,332,007	(8)%

(1) Decrease in number of metered customers is primarily attributable to customer accounts associated with the divestiture of the Louisiana and Mississippi natural gas LDCs. See Note 3 for additional detail.

The following table provides variance explanations for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 as well as for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 by major income statement caption for CenterPoint Energy's Natural Gas reportable segment:

	Favorable (Unfavorable)	
	Three Months Ended September 30, 2025 vs 2024	Nine Months Ended September 30, 2025 vs 2024
	(in millions)	
Revenues		
Cost of natural gas, offset in utility natural gas and fuel below	\$ 19	\$ 280
Energy efficiency and other pass-through, offset in operation and maintenance below	2	19
Gross receipts tax, offset in taxes other than income taxes below	2	5
Non-volumetric and miscellaneous revenue	1	2
Weather and usage	(6)	11
Customer growth	2	9
Non-utility revenues	4	9
Customer rates and impact of the change in rate design	34	108
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	(47)	(93)
Total	\$ 11	\$ 350
Utility natural gas and fuel		
Cost of natural gas, offset in revenues above	\$ (19)	\$ (280)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	11	30
Total	\$ (8)	\$ (250)
Operation and maintenance		
All other operations and maintenance expense, including bad debt expense	\$ (2)	\$ (11)
Contract services	(1)	(6)
Labor and benefits	(7)	(25)
Corporate support services	(10)	(14)
Energy efficiency and other pass-through, offset in revenues above	(2)	(19)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	17	33
Total	\$ (5)	\$ (42)
Depreciation and amortization		
Ongoing additions to plant-in-service	\$ (23)	\$ (45)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	13	25
Total	\$ (10)	\$ (20)
Taxes other than income taxes		
Gross receipts tax, offset in revenues above	\$ (2)	\$ (5)
Incremental capital projects placed in service, and the impact of updated property tax rates	(5)	(10)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	5	9
Total	\$ (2)	\$ (6)
Loss on sale		
Loss on sale of Louisiana and Mississippi natural gas LDC businesses	\$ —	\$ (43)
Total	\$ —	\$ (43)
Interest expense and other finance charges		
Other, primarily AFUDC and impacts of regulatory deferrals	\$ (13)	\$ (6)
Changes in outstanding debt	(4)	(22)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	5	26
Total	\$ (12)	\$ (2)
Other income, net		
Other income, including AFUDC - Equity	\$ 3	\$ 35
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	—	(22)
Total	\$ 3	\$ 13

Income Tax Expense. For a discussion of effective tax rate per period by Registrant, see Note 10 to the Interim Condensed Financial Statements.

HOUSTON ELECTRIC CONSOLIDATED RESULTS OF OPERATIONS

Houston Electric's CODM views net income as the measure of profit or loss for its single reportable segment. Houston Electric's results of operations are affected by seasonal fluctuations in the demand for electricity. Houston Electric's results of operations are also affected by, among other things, the actions of various governmental authorities having jurisdiction over rates Houston Electric charges, debt service costs, income tax expense, Houston Electric's ability to collect receivables from REPs and Houston Electric's ability to recover its regulatory assets. For more information regarding factors that may affect the future results of operations of Houston Electric's business, see "Risk Factors — Risk Factors Affecting Operations — Electric Generation, Transmission and Distribution," "— Risk Factors Affecting Regulatory, Environmental and Legal Risks," "— Risk Factors Affecting Financial, Economic and Market Risks," "— Risk Factors Affecting Safety and Security Risks" and "— General and Other Risks" in Part I, Item 1A of the Registrants' combined 2024 Form 10-K and in Part II, Item 1A of this combined Form 10-Q.

The following table provides summary data of Houston Electric's single reportable segment:

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Favorable (Unfavorable)	2025	2024	Favorable (Unfavorable)
(in millions, except operating statistics)						
Revenues:						
TDU	\$ 1,130	\$ 1,057	\$ 73	\$ 3,022	\$ 2,926	\$ 96
Bond Companies	2	1	1	2	77	(75)
Total revenues	1,132	1,058	74	3,024	3,003	21
Expenses:						
Operation and maintenance, excluding Bond Companies	475	533	58	1,405	1,423	18
Depreciation and amortization, excluding Bond Companies	208	170	(38)	583	506	(77)
Taxes other than income taxes	79	71	(8)	232	221	(11)
Bond Companies	2	1	(1)	2	77	75
Total expenses	764	775	11	2,222	2,227	5
Operating Income	368	283	85	802	776	26
Other Income (Expense):						
Interest expense and other finance charges	(96)	(74)	(22)	(272)	(229)	(43)
Interest expense on Securitization Bonds	(1)	(1)	—	(1)	(3)	2
Other income, net	11	12	(1)	34	33	1
Income Before Income Taxes	282	220	62	563	577	(14)
Income tax expense	51	41	(10)	107	112	5
Net Income	\$ 231	\$ 179	\$ 52	\$ 456	\$ 465	\$ (9)
Throughput (in GWh):						
Residential	11,629	11,364	2 %	27,174	26,108	4 %
Total	33,995	31,228	9 %	86,908	81,059	7 %
Weather (percentage of 10-year average for service area):						
Cooling degree days	100 %	104 %	(4)%	109 %	109 %	— %
Heating degree days	— %	— %	— %	92 %	92 %	— %
Number of metered customers at end of period:						
Residential	2,538,496	2,495,669	2 %	2,538,496	2,495,669	2 %
Total	2,852,691	2,806,984	2 %	2,852,691	2,806,984	2 %

The following table provides variance explanations for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 as well as for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 by major income statement caption for Houston Electric:

	Favorable (Unfavorable)	
	Three Months Ended September 30, 2025 vs 2024	Nine Months Ended September 30, 2025 vs 2024
(in millions)		
Revenues		
Transmission Revenues, including TCOS and TCRE, inclusive of costs billed by transmission providers, partially offset in operation and maintenance below	\$ 39	\$ 50
Customer rates and the impact of the change in rate design	18	10
Customer growth	7	18
Energy efficiency, partially offset in both operation and maintenance and utility natural gas, fuel and purchased power below	2	6
Miscellaneous revenues	2	3
Lost revenues as a result of outages associated with Hurricane Beryl in 2024	10	10
Equity return, related to true-up of transition charges for Transition Bond Company IV in 2024	—	(18)
Weather, efficiency improvements and other usage impacts	(5)	17
Bond Companies, offset in other line items below	1	(75)
Total	\$ 74	\$ 21
Operation and maintenance, excluding Bond Companies		
Transmission costs billed by transmission providers, offset in revenues above	\$ (20)	\$ (23)
Incremental storm hardening expenses incurred in connection with accelerated operational activities after Hurricane Beryl	70	70
Contract services	22	—
All other operation and maintenance expense, including materials and supplies and insurance	(9)	(8)
Corporate support services	(5)	(16)
Energy efficiency, offset in revenues above	(2)	(6)
Labor and benefits	2	1
Total	\$ 58	\$ 18
Depreciation and amortization, excluding Bond Companies		
Ongoing additions to plant-in-service	\$ (16)	\$ (40)
Lease expense associated with temporary generation units no longer eligible for regulatory deferral	(22)	(37)
Total	\$ (38)	\$ (77)
Taxes other than income taxes		
Incremental capital projects placed in service, and the impact of changes to tax rates	\$ (8)	\$ (11)
Total	\$ (8)	\$ (11)
Bond Companies		
Operations and maintenance and depreciation expense, offset in revenues above	\$ (1)	\$ 75
Total	\$ (1)	\$ 75
Interest expense and other finance charges		
Changes in outstanding debt	\$ (23)	\$ (62)
Other, primarily AFUDC and impacts of regulatory deferrals	1	19
Total	\$ (22)	\$ (43)
Interest expense on Securitization Bonds		
Lower outstanding principal balance, offset in revenues above	\$ —	\$ 2
Total	\$ —	\$ 2
Other income, net		
Other income, including AFUDC - Equity	\$ (1)	\$ 3
Bond Companies interest income, offset in other line items	—	(2)
Total	\$ (1)	\$ 1

Income Tax Expense. For a discussion of effective tax rate per period, see Note 10 to the Interim Condensed Financial Statements.

CERC CONSOLIDATED RESULTS OF OPERATIONS

CERC's CODM views net income as the measure of profit or loss for its single reportable segment. CERC's results of operations are affected by seasonal fluctuations in the demand for natural gas. CERC's results of operations are also affected by, among other things, the actions of various federal, state and local governmental authorities having jurisdiction over rates CERC charges, debt service costs and income tax expense, CERC's ability to collect receivables from customers and CERC's ability to recover its regulatory assets. For more information regarding factors that may affect the future results of operations for CERC's business, see "Risk Factors — Risk Factors Affecting Operations — Natural Gas," "— Risk Factors Affecting Regulatory, Environmental and Legal Risks," "— Risk Factors Affecting Financial, Economic and Market Risks," "— Risk Factors Affecting Safety and Security Risks" and "— General and Other Risks" in Part I, Item 1A of the Registrants' combined 2024 Form 10-K.

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2025	2024	Favorable (Unfavorable)	2025	2024	Favorable (Unfavorable)
	(in millions, except operating statistics)					
Revenues	\$ 607	\$ 600	\$ 7	\$ 3,126	\$ 2,791	\$ 335
Expenses:						
Utility natural gas	146	140	(6)	1,286	1,046	(240)
Non-utility cost of revenues, including natural gas	1	1	—	4	2	(2)
Operation and maintenance	211	207	(4)	654	614	(40)
Depreciation and amortization	133	124	(9)	406	389	(17)
Taxes other than income taxes	50	51	1	179	176	(3)
Total expenses	541	523	(18)	2,529	2,227	(302)
Operating Income	66	77	(11)	597	564	33
Other Income (Expense):						
Gain on sale	—	—	—	52	—	52
Interest expense and other finance charges	(49)	(38)	(11)	(144)	(145)	1
Other income, net	6	4	2	20	10	10
Income Before Income Taxes	23	43	(20)	525	429	96
Income tax expense (benefit)	(51)	9	60	60	84	24
Net Income	\$ 74	\$ 34	\$ 40	\$ 465	\$ 345	\$ 120
Throughput (in Bcf):						
Residential	13	15	(13)%	152	137	11 %
Commercial and Industrial	69	81	(15)%	280	294	(5)%
Total	82	96	(15)%	432	431	— %
Weather (percentage of 10-year average for service area):						
Heating degree days	53 %	24 %	29 %	97 %	79 %	18 %
Number of metered customers at end of period:						
Residential	3,607,811	3,926,819	(8)%	3,607,811	3,926,819	(8)%
Commercial and Industrial	273,354	290,128	(6)%	273,354	290,128	(6)%
Total (1)	3,881,165	4,216,947	(8)%	3,881,165	4,216,947	(8)%

(1) Decrease in number of metered customers is primarily attributable to customer accounts associated with the divestiture of the Louisiana and Mississippi natural gas LDCs. See Note 3 for additional detail.

The following table provides variance explanations for the three months ended September 30, 2025 compared to the three months ended September 30, 2024 as well as for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024 by major income statement caption for CERC:

	Favorable (Unfavorable)	
	Three Months Ended September 30, 2025 vs 2024	Nine Months Ended September 30, 2025 vs 2024
(in millions)		
Revenues		
Cost of natural gas, offset in utility natural gas below	\$ 17	\$ 270
Energy efficiency and other pass-through, offset in operation and maintenance below	2	19
Gross receipts tax, offset in taxes other than income taxes below	2	5
Non-volumetric and miscellaneous revenue	—	2
Weather and usage	(7)	10
Customer growth	2	9
Non-utility revenues	4	9
Customer rates	34	104
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	(47)	(93)
Total	\$ 7	\$ 335
Utility natural gas		
Cost of natural gas, offset in revenues above	\$ (17)	\$ (270)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	11	30
Total	\$ (6)	\$ (240)
Operation and maintenance		
All other operations and maintenance expense, including bad debt expense	\$ (1)	\$ (7)
Contract services	(2)	(8)
Labor and benefits	(6)	(24)
Corporate support services	(10)	(14)
Energy efficiency and other pass-through, offset in revenues above	(2)	(19)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	17	32
Total	\$ (4)	\$ (40)
Depreciation and amortization		
Ongoing additions to plant-in-service	\$ (22)	\$ (42)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	13	25
Total	\$ (9)	\$ (17)
Taxes other than income taxes		
Gross receipts tax, offset in revenues above	\$ (2)	\$ (5)
Incremental capital projects placed in service, and the impact of updated property tax rates	(2)	(7)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	5	9
Total	\$ 1	\$ (3)
Gain on sale		
Gain on sale of Louisiana and Mississippi natural gas LDC businesses	\$ —	\$ 52
Total	\$ —	\$ 52
Interest expense and other finance charges		
Other, primarily AFUDC and impacts of regulatory deferrals	\$ (13)	\$ (6)
Changes in outstanding debt	(3)	(19)
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	5	26
Total	\$ (11)	\$ 1
Other income, net		
Other income, including AFUDC - Equity	\$ 2	\$ 33
Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025	—	(23)
Total	\$ 2	\$ 10

Income Tax Expense. For a discussion of effective tax rate per period, see Note 10 to the Interim Condensed Financial Statements.

CERTAIN FACTORS AFFECTING FUTURE EARNINGS

For information on other developments, factors and trends that may impact the Registrants' future earnings, see "Management's Discussion and Analysis of Financial Condition and Results of Operations — Certain Factors Affecting Future Earnings" in Item 7 of Part II and "Risk Factors" in Part I, Item 1A of the Registrants' combined 2024 Form 10-K, and "Cautionary Statement Regarding Forward-Looking Information" in this combined Form 10-Q.

LIQUIDITY AND CAPITAL RESOURCES

Cash Flows

The following table summarizes the Registrants' cash flows by category during the nine months ended September 30, 2025 and 2024:

	Nine Months Ended September 30,					
	2025			2024		
	CenterPoint Energy	Houston Electric	CERC	CenterPoint Energy	Houston Electric	CERC
	(in millions)					
Cash provided by (used in):						
Operating activities	\$ 1,712	\$ 652	\$ 1,128	\$ 1,250	\$ 306	\$ 858
Investing activities	(2,602)	(2,038)	36	(2,559)	(1,044)	(982)
Financing activities	905	1,391	(1,166)	1,329	759	124

Operating Activities. The following items contributed to increased (decreased) net cash provided by operating activities for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024:

	CenterPoint Energy	Houston Electric	CERC
	(in millions)		
Changes in net income after adjusting for non-cash items	\$ (50)	\$ 27	\$ (14)
Changes in working capital	(197)	(141)	(37)
Changes in current regulatory assets and liabilities	170	9	165
Changes in non-current regulatory assets and liabilities	574	434	(13)
Changes in non-current assets and liabilities	88	16	170
Higher pension contribution	(106)	—	—
Other	(17)	1	(1)
	<u>\$ 462</u>	<u>\$ 346</u>	<u>\$ 270</u>

Investing Activities. The following items contributed to (increased) decreased net cash used in investing activities for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024:

	CenterPoint Energy	Houston Electric	CERC
	(in millions)		
Payment for asset acquisition	\$ (357)	\$ —	\$ —
Net change in capital expenditures	(888)	(787)	(59)
Net change in notes receivable from affiliated companies	—	(379)	(1)
Proceeds from divestiture	1,219	—	1,219
Other	(17)	172	(141)
	<u>\$ (43)</u>	<u>\$ (994)</u>	<u>\$ 1,018</u>

Financing Activities. The following items contributed to (increased) decreased net cash provided by (used in) financing activities for the nine months ended September 30, 2025 compared to the nine months ended September 30, 2024:

	CenterPoint Energy	Houston Electric	CERC
	(in millions)		
Net changes in commercial paper outstanding	\$ 115	\$ —	\$ 239
Net changes in proceeds from issuances of Common Stock	(494)	—	—
Net changes in long-term debt and term loans outstanding, excluding commercial paper	(15)	877	(820)
Net changes in debt issuance costs	8	(12)	4
Net changes in short-term borrowings	(1)	—	(1)
Increased payment of Common Stock dividends	(47)	—	—
Net change in notes payable from affiliated companies	—	(71)	—
Change in contribution from parent	—	(230)	(290)
Change in dividend to parent	—	67	(423)
Other	10	1	1
	<u>\$ (424)</u>	<u>\$ 632</u>	<u>\$ (1,290)</u>

Future Sources and Uses of Cash

The liquidity and capital requirements of the Registrants are affected primarily by results of operations, capital expenditures, storm restoration costs, debt service requirements, tax payments, working capital needs and various regulatory actions. Future capital expenditures (other than expenditures associated with the May 2024 Storm Events) are expected to primarily relate to investment in infrastructure. These capital expenditures are anticipated to enhance reliability and safety, increase resiliency and expand our systems through value-added projects. In addition to dividend payments on CenterPoint Energy's Common Stock and interest payments on debt, the Registrants' principal anticipated cash requirements for the remainder of 2025 include the following:

	CenterPoint Energy	Houston Electric	CERC
	(in millions)		
Estimated capital expenditures (1)	\$ 1,539	\$ 988	\$ 515
Estimated restoration costs associated with May 2024 Storm Events (2)	7	—	—
Scheduled principal payments on Securitization Bonds	7	—	—
Scheduled principal payments on debt instruments	1,000	700	—
Expected contributions to pension plans and other post-retirement plans	14	—	—

(1) Excludes expenditures for the restoration costs associated with the May 2024 Storm Events.

(2) Represents cash requirements associated with the estimated storm restoration costs for the remainder of 2025.

The Registrants expect that anticipated cash needs for the remainder of 2025 will be met with available cash flow from operations, as well as cash flows from financing (such as issuances of equity securities upon physical settlement of outstanding forward sale agreements and borrowings under credit facilities, commercial paper issuances or other sources). At this time, CenterPoint Energy does not anticipate the need for further sales of shares of Common Stock under the Equity Distribution Agreement. The issuance of securities in the capital markets and borrowings under additional credit facilities and term loans may not, however, be available on acceptable terms. The Registrants may also, from time to time, redeem, repurchase or otherwise acquire their outstanding debt securities through open market purchases, tender offers or pursuant to the terms of such securities.

For more information regarding the May 2024 Storm Events and Hurricane Beryl, see Note 6 and Note 9 to the Interim Condensed Financial Statements.

Off-Balance Sheet Arrangements

Other than Houston Electric's general mortgage bonds issued as collateral for tax-exempt long-term debt of CenterPoint Energy as discussed in Note 9 and guarantees as discussed in Note 11(c) to the Interim Condensed Financial Statements, the Registrants have no off-balance sheet arrangements.

Regulatory Matters

Houston Electric TEEEF

For information about Houston Electric's TEEEF, see Note 6 to the Interim Condensed Financial Statements.

Hurricane Beryl

For additional information about Hurricane Beryl, see Note 6 to the Interim Condensed Financial Statements.

May 2024 Storm Events

For additional information about the May 2024 Storm Events, see Note 6 to the Interim Condensed Financial Statements.

Indiana Electric CPCN (CenterPoint Energy)

BTAs

Indiana Electric has pursued PTCs for solar projects following the passage of the IRA. On February 7, 2023, Indiana Electric filed a CPCN with the IURC to approve an amended BTA to purchase the 191 MW Posey Solar project. Indiana Electric requested that project costs, net of PTCs, be recovered in rate base rather than a levelized rate, through base rates or the CECA mechanism, depending on which provides more timely recovery. On September 6, 2023, the IURC issued an order approving the CPCN. On March 7, 2025, SIGECO completed the acquisition of Posey Solar from Arevon for a purchase price of approximately \$357 million. Subsequent to the acquisition, and pursuant to the Posey Solar Merger Agreement, Posey Solar was merged into SIGECO. The Posey Solar project was placed in service in the second quarter of 2025 and is currently being recovered through base rates. In the applicable rate case, the IURC approved Indiana Electric's request to convey PTCs to customers through the new tax adjustment rider. For further information, see Note 3 to the Interim Condensed Financial Statements.

On January 10, 2023, Indiana Electric filed a CPCN with the IURC to acquire a wind energy generating facility located in the central region of MISO through a BTA, and on June 6, 2023, the IURC issued an order approving the CPCN, thereby authorizing Indiana Electric to purchase the wind generating facility. In August 2025, due to changing project considerations and concerns about customer affordability, Indiana Electric exited negotiations relating to this wind energy generating facility.

PPAs

Indiana Electric sought approval in February 2021 for a 100 MW solar PPA with Clenera LLC in Warrick County, Indiana. The request accounted for increased cost of debt related to this PPA, which provides equivalent equity return to offset imputed debt during the 25-year life of the PPA. In October 2021, the IURC approved the Warrick County solar PPA but denied the request to preemptively offset imputed debt in the PPA cost. Due to rising project costs caused by inflation and supply chain issues affecting the energy industry, Clenera LLC and Indiana Electric were compelled to renegotiate terms of the agreement to increase the PPA price. On January 17, 2023, Indiana Electric filed a request with the IURC to amend the previously approved PPA with certain modifications. Revised purchase power costs are requested to be recovered through the fuel adjustment clause proceedings over the term of the amended PPA. On May 30, 2023, the IURC approved the Warrick County solar amended PPA; however, due to MISO interconnection study delays and estimated interconnection cost increases, on April 24, 2025, Indiana Electric provided notice that it was exercising its right to terminate the PPA, which terminated all further obligations of Indiana Electric with respect to the project.

On August 25, 2021, Indiana Electric filed with the IURC seeking approval to purchase 185 MW of solar power, under a 15-year PPA, from Oriden, which is developing a solar project in Vermillion County, Indiana, and 150 MW of solar power, under a 20-year PPA, from Origis, which is developing a solar project in Knox County, Indiana. On May 4, 2022, the IURC issued an order approving Indiana Electric to enter into both PPAs. In March 2022, when the results of the MISO interconnection study were completed, Origis advised Indiana Electric that the costs to construct the solar project in Knox County, Indiana had increased. The increase was largely driven by escalating commodity and supply chain costs impacting manufacturers worldwide. In August 2022, Indiana Electric and Origis entered into an amended PPA, which reiterated the terms contained in the 2021 PPA with certain modifications. On February 22, 2023, the IURC approved the Knox County solar amended PPA; however, due to MISO interconnection delays, the project in-service date has been delayed from 2024 to 2026. On January 17, 2023, Indiana Electric filed a request with the IURC to amend the previously approved PPA with Oriden with certain modifications. Revised purchase power costs were approved to be recovered through the fuel adjustment clause

proceedings over the term of the amended PPA with Oriden. On May 30, 2023, the IURC approved the Vermillion County solar amended PPA; however, due to MISO interconnection study delays, the developer disclosed the project in-service date would be delayed to 2028. On May 9, 2025, Indiana Electric and Oriden terminated the PPA.

On May 1, 2024, Indiana Electric filed with the IURC seeking approval to purchase 147 MW of wind power under a 25-year PPA with an affiliate of NextEra Energy, Inc., which is developing a wind project in Knox County, Illinois. On November 6, 2024, the IURC approved the Knox County wind PPA, which provided for the recovery of the purchase power costs through the fuel adjustment clause proceedings over the term of the PPA. The facility is targeted to be in operation in late 2026.

On April 14, 2025, Indiana Electric filed with the IURC seeking approval to purchase 170 MW of wind power under a 25-year PPA with an affiliate of NextEra Energy, Inc., which is developing a wind project in Tama County, Iowa. On June 3, 2025, an amendment to the PPA was filed with the IURC requesting an extension of the PPA's term from 25 to 27 years. The facility is targeted to be in operation by the fourth quarter of 2025. Indiana Electric expects a decision from the IURC in the fourth quarter of 2025. If Indiana Electric's request is approved, the power purchase costs will be recovered through the fuel adjustment clause proceedings over the term of the PPA.

Natural Gas Combustion Turbines

On June 17, 2021, Indiana Electric filed a CPCN with the IURC seeking approval to construct two natural gas combustion turbines to replace portions of its existing coal-fired generation fleet. On June 28, 2022, the IURC approved the CPCN. The estimated \$334 million turbine facility is being constructed at the previous site of the A.B. Brown power plant in Posey County, Indiana and is expected to provide a combined output of 460 MW. Indiana Electric received approval for depreciation expense and post in-service carrying costs to be deferred in a regulatory asset until the date Indiana Electric's base rates include a return on and recovery of depreciation expense on the facility. A new approximately 23.5-mile pipeline was constructed and is operated by Texas Gas Transmission, LLC to supply natural gas to the turbine facility. FERC granted a certificate to construct the pipeline on October 20, 2022. On January 7, 2025, the United States Court of Appeals for the D.C. Circuit affirmed the FERC's order granting the certificate. Indiana Electric granted its contractor a full notice to proceed to construct the turbines on December 9, 2022. In the second quarter of 2025, 230 MW of the facility was placed in service, and, due to a transformer manufacturing issue, the remaining 230 MW of the facility was placed in service in the third quarter of 2025. On February 6, 2025, the EPC contractor for Indiana Electric's proposed natural gas combustion turbines provided a notice to Indiana Electric that the EPC contractor was identifying the impacts of the proposed tariffs on the project and intended to seek an equitable adjustment to the contract price for the project. Indiana Electric received approval from the IURC on February 3, 2025, to recover for each combustion turbine by adjusting base rates as they are placed in service. The first turbine and second turbine are currently being recovered in base rates that were updated on June 17, 2025 and October 1, 2025, respectively.

Stewart-West Bay Transmission Project (CenterPoint Energy and Houston Electric)

On April 30, 2025, Houston Electric filed a CCN application with the PUCT for approval to replace a portion of a 138 kV double circuit transmission line in Galveston County, Texas that connects Houston Electric's Stewart and West Bay substations. On June 27, 2025, an order was issued dismissing all opposing parties from the proceeding. On August 11, 2025, a notice of approval of Houston Electric's application was issued. The project is estimated to cost approximately \$105 million, but the actual capital cost of the project will depend on construction costs and other factors. Completion of construction and energization of the line is anticipated to occur in the third quarter of 2027.

Texas Legislation (CenterPoint Energy, Houston Electric and CERC)

The Registrants are evaluating the effects of certain legislation passed in 2025 and associated PUCT rulemaking projects, including the following pieces of legislation that became law during the 89th Texas Legislature:

- House Bill 4384, effective June 20, 2025, allows LDCs to recover post in-service carry costs (PISCC) in GRIP filings. This allows LDCs to defer for future recovery as a regulatory asset PISCC, depreciation associated with unrecovered gross plant and ad valorem taxes associated with unrecovered gross plant.
- Senate Bill 231, effective June 20, 2025, revises the types of temporary generation units that may be used by a utility to have a maximum generation capacity of not more than 5 MW and be rapidly deployable.
- Senate Bill 1963, effective September 1, 2025, allows ERCOT utilities to securitize system restoration costs using a third-party government agency, which may allow for the debt to be off balance sheet and an abbreviated proceeding timeline. This bill also lowered the system restoration costs threshold from \$100 million to \$50 million, provided the effectiveness tests are met.
- Senate Bill 482, effective September 1, 2025, results in increased penalties for assaulting a utility worker to a third-degree felony, equal to assaulting a first responder, and for harassing a utility worker to a Class A misdemeanor.

Solar Panel Issues (CenterPoint Energy)

CenterPoint Energy's solar projects have been impacted, and any future solar projects may be impacted, by delays and/or increased costs. The potential delays and inflationary cost pressures communicated from the developers of our solar projects have been primarily due to (i) unavailability of solar panels and other uncertainties related to DOC investigation(s), (ii) the December 2021 Uyghur Forced Labor Prevention Act on solar modules and other products manufactured in China's Xinjiang Uyghur Autonomous Region and (iii) persistent general global supply chain and labor availability issues. On April 21, 2025, the DOC announced its final affirmative determinations in the antidumping and countervailing duty investigations, determining that imports of silicon photovoltaic cells from Cambodia, Malaysia, Thailand and Vietnam are being dumped into the U.S. market and receiving countervailable subsidies. On May 20, 2025, the ITC announced its final determination that a U.S. industry is materially injured by reason of imports of silicon photovoltaic cells from Malaysia and Vietnam and a U.S. industry is threatened with material injury by reason of imports of silicon photovoltaic cells from Cambodia and Thailand. As a result of such determinations, the DOC has imposed certain duty rates on imports of silicon photovoltaic cells from Cambodia, Malaysia, Thailand and Vietnam. On July 1, 2025, the DOC initiated an investigation to determine the effects on national security of imports of polysilicon and its derivatives under Section 232 of the Trade Expansion Act of 1962. On August 7, 2025, based on a petition filed by the American Alliance for Solar Manufacturing Trade, the DOC announced the initiation of antidumping and countervailing duty investigations of silicon photovoltaic cells from India, Indonesia, and the Lao People's Democratic Republic. On September 2, 2025, the ITC announced its preliminary determination that there is a reasonable indication that a U.S. industry is materially injured by reason of imports of silicon photovoltaic cells from India, Indonesia and the Lao People's Democratic Republic. The DOC is expected to announce its preliminary determinations for the antidumping and countervailing duty investigations by the end of 2025. Furthermore, in 2025, the U.S. government has announced and, in certain cases, rescinded, multiple tariffs on several foreign jurisdictions and imports into the United States. These tariffs, as well as new legislation, tariffs, bans, retaliatory trade measures or related governmental action, have already, and may continue to, further negatively impact the supply of solar panels. In addition to supply reductions, these or similar duties, legislation, tariffs, bans and other measures have and may in the future also put upward pressure on prices of these solar energy products, which may reduce our ability to acquire these items in a timely and cost-efficient manner. These impacts have resulted, and may continue to result in, cost increases for certain projects, and such impacts may require that we seek additional regulatory review and approvals. Additionally, significant changes to project costs and schedules as a result of these factors could impact the viability of the projects. For more information regarding potential delays, cancellations and supply chain disruptions, see "Risk Factors" in Part I, Item 1A of the Registrants' combined 2024 Form 10-K.

Transmission and Distribution System Resiliency Plan (CenterPoint Energy and Houston Electric)

Following feedback from customers, external experts and other stakeholders, including elected officials and local agencies, Houston Electric filed a revised SRP with the PUCT on January 31, 2025 for review and approval. The filed SRP proposed to invest approximately \$5.75 billion over a three-year period from 2026 to 2028 for transmission and distribution infrastructure, information technology and cybersecurity assets and event response capability. This plan proposed 39 resiliency-enhancing measures and a microgrid pilot program to be implemented over the three-year period. The SRP as filed had an estimated capital cost of approximately \$5.54 billion and an estimated operations and maintenance expense of approximately \$211 million. Approximately \$2.17 billion of such cost was for transmission-related investments, and approximately \$3.58 billion was for distribution-related investments. Intervenor testimony was filed on April 8, 2025, and PUCT staff testimony was filed on April 15, 2025. On June 12, 2025, Houston Electric announced that it had reached a settlement agreement with parties to its SRP, which provides for approximately \$3.18 billion in distribution-related investments. The proposed transmission investments were removed from the SRP and will be implemented as appropriate outside of the SRP process. The agreement also includes the deferral of more than \$240 million of the approximate \$3.18 billion in SRP costs until the second half of 2029, which will help reduce the bill impact for customers by spreading costs over a four-year period instead of three years. Once approved, and while some cost recovery would be deferred into 2029, it is expected that all SRP work agreed upon in the settlement agreement will be completed in the proposed 2025 to 2028 timeframe. On July 31, 2025, Houston Electric delivered a presentation on the SRP at a PUCT open meeting, and on August 8, 2025, Houston Electric responded to a PUCT memo dated July 30, 2025 that requested additional information. On August 21, 2025, the SRP was additionally discussed at a PUCT open meeting and the PUCT requested further clarification related to the vegetation management resiliency measure included in the SRP. On September 11, 2025, the PUCT granted Houston Electric a window to file supplemental evidence related to the vegetation management measure included in the SRP on or before October 13, 2025. Houston Electric filed such supplemental evidence on October 6, 2025. The PUCT staff must file a recommendation on the sufficiency of the supplemental evidence by October 27, 2025. A decision from the PUCT is anticipated in the fourth quarter of 2025.

Rate Change Applications

The Registrants are routinely involved in rate change applications before state regulatory authorities. Those applications include general rate cases, where the entire cost of service of the utility is assessed and reset. In addition, the Registrants are periodically involved in proceedings to adjust their capital tracking mechanisms (e.g., CSIA, DCRF, DRR, GRIP, TCOS, ECA, CECA and TDSIC), their decoupling mechanisms (e.g., decoupling and SRC), and their energy efficiency cost trackers (e.g., CIP, DSMA, EECRF, EEFC and EEFR).

Minnesota Gas Rate Case. On November 1, 2023, CERC filed an application with the MPUC requesting an adjustment to delivery charges in 2024 and 2025 for the natural gas business in Minnesota. The requested increase is approximately 6.5% or \$85 million for 2024 and an additional approximately 3.7% or \$52 million for 2025. The need for a rate change is primarily driven by continuing investment in the safety and reliability of the natural gas system, including new Intelis natural gas meters that feature an integrated safety shutoff valve, changes to depreciation rates that better reflect the actual life and salvage characteristics of assets and changes in other costs to serve customers. The request reflects a proposed 10.3% ROE on a 52.5% equity ratio. Interim rates for 2024 of \$69 million, subject to refund, were implemented as of January 1, 2024. A request for interim rates of \$33 million for 2025 was filed on September 30, 2024, approved at the December 3, 2024 hearing and approved by an order issued December 20, 2024. A unanimous settlement agreement was filed on November 25, 2024. The settlement provided for an increase of \$60.8 million for 2024 and an additional \$42.7 million for 2025. The parties agreed to an overall cost of capital of 7.07% for 2024 and 2025. The ALJ filed a report on February 13, 2025 recommending that the MPUC approve the settlement agreement. As required by the December 20, 2024 order, the difference between 2024 interim rates and the settled amount of \$60.8 million was refunded to customers in March 2025. Exceptions to the ALJ report were filed on April 18, 2025. On May 29, 2025, the MPUC approved the settlement agreement. A final order approving the settlement agreement was issued by the MPUC on June 27, 2025 and final rates were implemented on September 1, 2025.

Houston Electric Rate Case. On March 6, 2024, Houston Electric filed an application with the PUCT requesting authority to change rates and charges for electric transmission and distribution service. The requested increase was approximately \$17 million (1%) for retail customers and \$43 million (6.6%) for wholesale transmission service, excluding TCRF and rate case expenses. The need for a rate increase was primarily driven by continuing investment that has been made to support customer growth and to bolster the safety and reliability of Houston Electric's transmission and distribution system. The request reflected a proposed 10.4% ROE and a 45% equity ratio. Errata testimony was filed to correct minor errors included in the initial filing, which reduced the requested increase to \$56 million compared to then-current rates. Houston Electric reached a settlement agreement with certain parties and submitted the agreement to the PUCT on January 29, 2025. The settlement reflects a \$47 million reduction in annual revenues and a 9.65% ROE and a weighted average cost of capital of 6.606% based upon an as-filed 4.29% cost of debt, an agreed ROE of 9.65% and an agreed regulatory capital structure of 56.75% long-term debt and 43.25% equity. A final order approving the settlement agreement was issued by the PUCT on March 13, 2025. Final retail delivery rates were implemented on April 28, 2025. Final wholesale transmission rates were superseded by interim TCOS rates that went into effect on the same date.

Ohio Gas Rate Case. CEOH filed its Application and Standard Filing Requirement in October 2024 and the related testimony in November 2024. The filing seeks a revenue requirement increase of approximately \$100 million based on a requested ROE of 10.4% and an equity percentage of 54.13%. The need for a rate increase was primarily driven by continuing investment in the safety and reliability of the natural gas system. On May 16, 2025, the PUCO staff filed its staff report recommending a revenue requirement range of \$340.8 million to \$350.3 million and a net increase of \$25.1 million to \$34.6 million based on an ROE range from 9.05% to 10.07% with a capitalization ratio of 52.3% common equity and 47.7% long-term debt. The PUCO staff recommendation includes amortization over 49 years and 65 years for CEP and DRR regulatory assets, respectively, compared to CEOH's proposal to amortize over seven years. On June 16, 2025, CEOH filed objections to the PUCO staff report and supplemental testimony. On July 11, 2025, CEOH filed a stipulation and recommendation that outlined the agreed upon terms between CEOH, the Federal Executive Agencies, Ohio Energy Group, the City of Dayton, the Retail Energy Supply Association, Interstate Gas Supply, LLC and the PUCO staff. One intervening party to the case, Spire Marketing, Inc., is a non-opposing party, while another intervening party to the case, the Office of the Ohio Consumers' Counsel, filed its testimony in opposition to the stipulation and recommendation on July 29, 2025. The stipulation and recommendation included a revenue requirement of \$371.3 million, which would result in a revenue requirement increase of \$59.6 million based on a rate of return of 7.1% comprised of a ROE of 9.85% with a capitalization ratio of 52.9% common equity, 47.1% long-term debt at a cost of debt of 4.02%. The stipulation and recommendation amortization periods for CEP and DRR regulatory assets within base rates and within the rider mechanisms is 15 years. The stipulation and recommendation included an extension of the CEP rider and DRR through 2029 investment with revised residential caps for dollars per month per customer ranging from \$2.75 for 2025 investment to \$9.95 for 2029 investment for the CEP rider, and from \$2.56 for 2025 investment to \$7.69 for 2029 investment for DRR. The evidentiary hearing commenced on July 21, 2025. The stipulating parties were crossed by the Office of the Ohio Consumers' Counsel on July 28 and August 4, 2025, and the Office of the Ohio

Consumers' Counsel was crossed by the stipulating parties on July 29 and August 5, 2025. On July 29, 2025, a PUCO local public hearing was conducted. The parties filed initial briefs on August 26, 2025, and reply briefs on September 9, 2025. A final order is expected no sooner than the first quarter of 2026.

The table below reflects significant applications pending or completed since the Registrants' combined 2024 Form 10-K was filed with the SEC through the date of the filing of this combined Form 10-Q:

Mechanism	Annual Increase (Decrease) (1) (in millions)	Filing Date	Effective Date	Approval Date	Additional Information
CenterPoint Energy and Houston Electric (PUCT)					
Rate Case	\$ (47)	March 2024	April 2025	March 2025	See discussion above under <i>Houston Electric Rate Case</i> .
TCOS	\$ 64	February 2025	April 2025	April 2025	Based on the net change in invested capital since its last base rate proceeding of approximately \$614 million for the period January 1, 2024 through December 31, 2024.
DCRF	\$ 123	February 2025	July 2025	June 2025	Based on the net change in distribution invested capital since its last base rate proceeding of approximately \$1 billion for the period January 1, 2024 through December 31, 2024, for an incremental revenue increase of \$123 million adjusted for load growth.
TEEEF	\$ (24)	April 2025	TBD	TBD	Seeks approval of: (1) a proposal to release Houston Electric's 15 large 32 MW TEEEF units to ERCOT and CPS Energy beginning on or around May 1, 2025 to address a potential shortfall and Load Shed risk; (2) a corresponding reduction to the capacity of the Houston Electric TEEEF fleet; and (3) a reduction and update to Houston Electric's rider TEEEF rate to reflect the removal of the 15 large 32 MW TEEEF units from Houston Electric's TEEEF fleet. Houston Electric will make no revenue or profit from ERCOT for the time period when the 15 large 32 MW TEEEF units are in the San Antonio area being dispatched by ERCOT.
TEEEF	N/A	May 2025	TBD	TBD	Seeks authorization to lease additional small, 200 kW to 1,250 kW TEEEF units in accordance with the TEEEF Rule. Among other things, the TEEEF Rule requires that a utility obtain preapproval prior to entering into any lease renewal or new leases for TEEEF units. Approval of Houston Electric's request in this filing will have no cost impact on customers at this time, as cost determination will occur in a future proceeding. On October 17, 2025, Houston Electric filed a letter indicating that the parties continue to engage in productive settlement negotiations and plan to file settlement documents or another status update by October 31, 2025.
EECRF	\$ 40	May 2025	March 2026	TBD	Requests \$96 million, which is comprised primarily of the following: 2026 program costs of \$50 million; \$5 million related to the under-recovery of 2024 program costs; the 2024 earned bonus of \$40 million; and 2026 projected evaluation, measurement and verification costs of \$0.6 million. On September 8, 2025, the Sierra Club filed direct testimony. On September 19, 2025, the PUCT staff filed its recommendation requesting that SOAH approve the application as filed. On October 3, 2024, the PUCT staff petitioned (Docket No. 57172) to establish a secondary cap on utilities' 2024 Program Year (PY) earned performance bonuses equal to 25% of utilities' total expenditures for PY 2024, and on August 13, 2025, the PUCT issued a final order denying the PUCT staff's petition. On October 7, 2025, Houston Electric filed an unanimous stipulation and settlement agreement for the full amount requested. On October 10, 2025, SOAH remanded this proceeding to the PUCT.
TCOS	\$ 15	August 2025	October 2025	October 2025	Based on the net change in invested capital since its last TCOS proceeding of approximately \$112 million for the period January 1, 2025 through June 30, 2025.
DCRF	\$ 55	August 2025	TBD	TBD	Based on the net change in distribution invested capital since its last base rate proceeding of approximately \$1.4 billion for the period January 1, 2024 through June 30, 2025 for an incremental revenue increase of \$55 million adjusted for load growth.
CenterPoint Energy and CERC - Beaumont/East Texas, South Texas, Houston and Texas Coast (Railroad Commission)					
Tax Act Rider	\$ 15	August 2024	June 2025	May 2025	Resulting from the Texas Gas Rate Case, the first Tax Act Rider Calculation was filed on August 1, 2024 pursuant to Docket No. OS-23-00015513 to recover the effects of the IRA and certain other tax-related costs for rates that became effective January 1, 2025. These effects include the return on the CAMT deferred tax asset ("DTA") resulting from the IRA, income tax credits resulting from the IRA and the return on the increment or decrement in the net operating loss DTA included in the rate base and in the standard service base revenue requirement approved in the Texas Gas Rate Case. CERC believes its filing is consistent with the Tax Act Rider tariff approved in Docket No. OS-23-00015513. On October 1, 2024, certain parties filed comments disputing the application. Briefings were filed with an ALJ in November 2024. A hearing on the merits was held on February 21, 2025 and continued on March 21, 2025. On March 21, 2025, a unanimous settlement agreement was filed. On April 11, 2025, a PFD was issued. On May 13, 2025, the Railroad Commission considered the PFD at an open meeting and issued a Final Order approving the settlement agreement.

Mechanism	Annual Increase (Decrease) (1) (in millions)	Filing Date	Effective Date	Approval Date	Additional Information
Tax Act Rider	\$ 22	August 2025	January 2026	October 2025	The second Tax Act Rider was initially filed on August 1, 2025, and a revised filing was made on September 24, 2025, to recover the effects of the IRA and certain other tax-related costs for rates that would be effective for bills calculated on or after January 1, 2026. These effects include the return on the CAMT DTA resulting from the IRA, income tax credits resulting from the IRA and the return on the increment or decrement in the net operating loss DTA included in the rate base and in the standard service base revenue requirement approved in the Texas Gas Rate Case Docket No. OS-23-00015513. No comments from the parties were filed prior to the October 1, 2025 deadline for comments. The Railroad Commission accepted the Tax Act Rider filing on October 16, 2025.
GRIP	\$ 70	February 2025	June 2025	May 2025	Based on net change in invested capital of \$445 million.
CenterPoint Energy and CERC - Minnesota (MPUC)					
Rate Case	\$ 104	November 2023	September 2025	July 2025	See discussion above under <i>Minnesota Gas Rate Case</i> .
CIP Financial Incentive	\$ 8	May 2025	TBD	TBD	CIP Financial Incentive based on 2024 CIP program activity.
CenterPoint Energy - Indiana South - Gas (IURC)					
CSIA	\$ 2	April 2025	August 2025	July 2025	Requested an increase of \$11.6 million to rate base, which reflects an approximately \$1.5 million annual increase in current revenues, of which 80% is included in the mechanism and 20% is deferred until the next rate case. The mechanism also includes a change in (over)/under recovery variance of \$1.9 million. The OUCC filed testimony on June 3, 2025, recommending minor changes. Indiana South filed a rebuttal on June 17, 2025, adopting the changes. The evidentiary hearing was held on June 30, 2025. A final order was issued on July 30, 2025, with rates effective August 1, 2025.
CSIA	\$ 1	October 2025	TBD	TBD	Requested an increase of \$13.0 million to rate base, which reflects an approximately \$1.2 million annual increase in current revenues, of which 80% is included in the mechanism and 20% is deferred until the next rate case. The mechanism also includes a change in (over)/under recovery variance of \$(2.1) million. The OUCC is expected to file testimony on December 2, 2025, and Indiana South's rebuttal is due on December 16, 2025. An evidentiary hearing is scheduled for January 6, 2026.
CenterPoint Energy and CERC - Indiana North - Gas (IURC)					
CSIA	\$ 9	April 2025	August 2025	July 2025	Requested an increase of \$94.9 million to rate base, which reflects an approximately \$8.6 million annual increase in current revenues, of which 80% is included in the mechanism and 20% is deferred until the next rate case. The mechanism also includes a change in (over)/under recovery variance of \$5 million. The OUCC filed testimony on June 3, 2025. Indiana North filed rebuttal testimony on June 17, 2025. The evidentiary hearing was held on June 30, 2025. A final order was issued on July 30, 2025, with rates effective August 1, 2025.
CSIA	\$ 8	October 2025	TBD	TBD	Requested an increase of \$90.8 million to rate base, which reflects an approximately \$7.6 million annual increase in current revenues, of which 80% is included in the mechanism and 20% is deferred until the next rate case. The mechanism also includes a change in (over)/under recovery variance of \$(6.8) million. The OUCC is expected to file testimony on December 2, 2025, and Indiana North's rebuttal is due on December 16, 2025. An evidentiary hearing is scheduled for January 6, 2026.
CenterPoint Energy and CERC - Ohio - Gas (PUCO)					
DRR	\$ 6	May 2025	September 2025	August 2025	Requested an increase of \$54 million to rate base for investments made in 2024, which reflects a \$6 million annual increase in current revenues. A change in (over)/under-recovery variance of \$(0.03) million annually is also included in rates. PUCO staff and intervenor (Ohio Consumers' Counsel) filed comments June 27, 2025. PUCO staff recommended approval. Ohio Consumers' Counsel commented on affordability and provided potential solutions including stretching out the replacement program over a longer period of time, phasing in the annual increase, shifting from fixed charges to volumetric charges, and increasing funding for its bill assistance programs. A statement informing the PUCO of whether the issues raised in comments have been resolved was filed on July 11, 2025. Supplemental Testimony from CEOH and the Ohio Consumers' Counsel was filed on July 22, 2025. A hearing was scheduled for July 29, 2025, with all parties waiving motions to strike, objections, and cross examination. A final PUCO opinion and order was issued on August 20, 2025, finding that the updated DRR rates are just and reasonable and stating that the correct forum for the Ohio Consumers' Counsel's arguments was the 2018 Rate Case, the 2022 Extension, or the 2024 Rate Case. Revised rates became effective on September 1, 2025.
Rate Case	\$ 100	October 2024	TBD	TBD	See discussion above under <i>Ohio Gas Rate Case</i> .

(1) Represents proposed increases (decreases) when effective date and/or approval date is not yet determined. Approved rates could differ materially from proposed rates.

Tariffs

In 2025, the U.S. government has announced and, in certain cases, rescinded, multiple tariffs on several foreign jurisdictions and imports into the United States. For example, in March 2025, the U.S. government imposed a 25% tariff on steel imports (increased an additional 25% in June 2025), and in April 2025, the U.S. government announced a baseline tariff of 10% on products imported from most countries and an additional individualized reciprocal tariff on the countries with which the United States has the largest trade deficits, including China. In August 2025, the U.S. government imposed a 25% tariff on India in response to its continued importation of Russian oil, which is in addition to the pre-existing 25% individualized reciprocal tariff on India. Increased tariffs by the United States have led, and may continue to lead, to the imposition of retaliatory tariffs or other measures taken by foreign jurisdictions, which may in turn lead to additional tariffs imposed or measures taken by the United States. In August 2025, however, the U.S. Court of Appeals for the Federal Circuit ruled that many of the tariffs imposed under the Trump Administration exceed presidential authority and therefore are invalid, though the decision has been stayed pending U.S. Supreme Court review. This ruling introduces additional uncertainty as to the scope and durability of existing and future tariff measures. While the U.S. government has announced various trade deals, many such agreements are preliminary and may be subject to change. Further, any future disagreement between the U.S. government and other countries over the implementation of trade deals or any failure to obtain required governmental approvals or otherwise reach a final agreement could result in prolonged uncertainty regarding the scope and duration of such trade actions by the U.S. government and other countries. Such announcements, rescissions of tariffs on foreign jurisdictions and other trade actions have increased uncertainty regarding the ultimate effects of the tariffs on economic conditions. Current uncertainties about tariffs and their effects on trading relationships may affect the Registrants' ability to access the capital markets, contribute to inflation in the markets in which the Registrants operate, increase commodity cost volatility, impact availability of goods and materials or otherwise negatively impact the global supply chain. The Registrants are continuing to monitor the economic effects of such announcements and developments, as well as the Registrants' ability to mitigate their related impacts, but costs and other effects associated with the tariffs remain uncertain.

Greenhouse Gas and Climate-Related Regulation and Compliance (CenterPoint Energy)

There has been increasing attention at the local, state and international levels to the issue of climate risk. There has been a recent shift, however, in climate policy at the federal level in the United States. On June 11, 2025, the EPA proposed to repeal all GHG emissions standards for the power sector under Section 111 of the Clean Air Act. As an alternative, the EPA proposed to repeal a narrower set of requirements, including the emission guidelines for existing fossil fuel-fired steam electric generating units and the carbon capture and sequestration/storage-based standards for new base load stationary combustion turbines. On July 29, 2025, the EPA issued an interim final rule extending several compliance deadlines associated with the 2024 New Source Performance Standards ("NSPS OOOOb") and Emissions Guidelines ("EG OOOOc") for the oil and gas industry. NSPS OOOOb and EG OOOOc were published in March 2024 and took effect in May 2024. The EPA announced its intention to reconsider NSPS OOOOb and EG OOOOc in March 2025. On July 29, 2025, the EPA released a pre-publication proposed rule which would rescind EPA's 2009 final rule under the Clean Air Act finding that GHGs endanger the public health and welfare of current and future generations ("Endangerment Finding") and that emissions of GHGs from new motor vehicles contribute to GHG pollution that threatens the public health and welfare. On September 16, 2025, the EPA announced a proposal to end the Greenhouse Gas Reporting Program ("GHGRP") for all sectors except petroleum and natural gas systems (excluding reporting for natural gas distribution, which would also be eliminated under the proposal). Reporting for petroleum and natural gas systems under the GHGRP would be deferred until 2034 under the proposal. The Registrants will monitor the proposed rules and evaluate the impacts of any final rules.

On March 6, 2024, the SEC adopted final rules that require the Registrants to disclose certain climate-related information in registration statements and annual reports. Litigation challenging the rules was filed by multiple parties in multiple jurisdictions, which was consolidated and assigned to the U.S. Court of Appeals for the Eighth Circuit. On April 4, 2024, the SEC announced it was voluntarily delaying the implementation of the climate disclosure rules while the U.S. Court of Appeals considered the litigation, and on March 27, 2025, the SEC voted to end the defense of the rules in the litigation. On September 12, 2025, the U.S. Court of Appeals issued an order to hold the petitions challenging the climate disclosure rules in abeyance pending further action by the SEC.

Climate Risk Trends and Uncertainties

Changes in the U.S. presidential administration and significant expected increases in electric demand, as announced by organizations such as ERCOT and MISO, have shifted the energy landscape in the United States. Since taking office, President Trump has issued a series of executive orders and presidential memoranda that seek to increase investment in fossil fuel infrastructure, including by directing all heads of federal agencies to identify and begin the processes to suspend, revise or rescind all agency actions that are determined to be unduly burdensome on the identification, development or use of domestic energy resources, with particular attention to oil, natural gas, hydropower, biofuels, critical mineral and nuclear energy resources. Additionally, on July 4, 2025, the OBBBA was signed into law, which includes numerous changes to the energy tax credits initially introduced and expanded under the IRA, including accelerated phase outs for certain credits. Further, on July 7, 2025, President Trump issued Executive Order 14315, which relates to the implementation of such changes to energy tax credits. This shift in federal domestic energy policy has resulted in uncertainty with respect to the scope and speed of future renewable generation infrastructure development and the role that existing renewable generation will play in support of the U.S. energy grid. The long-term impacts of this domestic energy policy shift are uncertain, including with respect to impacts on the development of, and consequently the availability of, alternative energy sources (such as solar energy, including private solar, wind energy, microturbines, fuel cells, energy-efficient buildings and energy storage devices). Additionally, it is unclear whether, and if so how, the new domestic energy policy, including the potential suspension, revision or rescission of regulations restricting emissions (including methane emissions), will affect consumers' and companies' energy use, adoption of alternative energy sources or decisions to expand their facilities, including natural gas facilities.

Other Matters

Credit Facilities

The Registrants may draw on their respective revolving credit facilities from time to time to provide funds used for general corporate and limited liability company purposes, including to backstop CenterPoint Energy's and CERC's commercial paper programs. The facilities may also be utilized to obtain letters of credit. For further details related to the Registrants' revolving credit facilities, see Note 9 to the Interim Condensed Financial Statements.

Based on the consolidated debt to capitalization covenant in the Registrants' revolving credit facilities, the Registrants would have been permitted to utilize the full capacity of such revolving credit facilities, which aggregated approximately \$4.0 billion as of September 30, 2025. As of October 20, 2025, the Registrants had the following revolving credit facilities and utilization of such facilities:

Registrant	Size of Facility	Amount Utilized as of October 20, 2025			Weighted Average Interest Rate	Termination Date
		Loans	Letters of Credit	Commercial Paper		
		(in millions)				
CenterPoint Energy	\$ 2,400	\$ —	\$ —	\$ 50	4.19%	December 6, 2028
CenterPoint Energy (1)	250	—	—	—	—%	December 6, 2028
Houston Electric	300	—	—	—	—%	December 6, 2028
CERC	1,050	—	—	310	4.19%	December 6, 2028
Total	\$ 4,000	\$ —	\$ —	\$ 360		

(1) This credit facility was issued by SIGECO.

The Registrants and SIGECO are currently in compliance with the various business and financial covenants in the four revolving credit facilities.

Debt Transactions

For detailed information about the Registrants' debt transactions to date in 2025, see Note 9 to the Interim Condensed Financial Statements.

Securities Registered with the SEC

On May 17, 2023, the Registrants filed a joint shelf registration statement with the SEC registering indeterminate principal amounts of Houston Electric's general mortgage bonds, CERC Corp.'s senior debt securities and CenterPoint Energy's senior debt securities and junior subordinated debt securities and an indeterminate number of shares of Common Stock, shares of

preferred stock, depositary shares, as well as stock purchase contracts and equity units. The joint shelf registration statement will expire on May 17, 2026. For information related to the Registrants' debt issuances in 2025, see Note 9 to the Interim Condensed Financial Statements.

Additionally, for information related to shares of Common Stock sold pursuant to the forward sale agreements and the Equity Distribution Agreement in 2025, see Note 15 to the Interim Condensed Financial Statements.

Money Pool

The Registrants participate in a money pool through which they and certain of their subsidiaries can borrow or invest on a short-term basis. Funding needs are aggregated and external borrowing or investing is based on the net cash position. The net funding requirements of the CenterPoint Energy money pool are expected to be met with borrowings under CenterPoint Energy's revolving credit facility or the sale of CenterPoint Energy's commercial paper.

The table below summarizes CenterPoint Energy money pool activity by Registrant as of October 20, 2025:

	Weighted Average Interest Rate	Houston Electric	CERC
		(in millions)	
Money pool investments (borrowings)	4.25%	\$ 453	\$ (200)

Impact on Liquidity of a Downgrade in Credit Ratings

The interest rate on borrowings under the credit facilities is based on each respective borrower's credit ratings. As of October 20, 2025, Moody's, S&P and Fitch had assigned the following credit ratings to the borrowers:

Registrant	Borrower/Instrument	Moody's		S&P		Fitch	
		Rating	Outlook (1)	Rating	Outlook (2)	Rating	Outlook (3)
CenterPoint Energy	CenterPoint Energy Senior Unsecured Debt	Baa2	Negative	BBB	Negative	BBB	Stable
CenterPoint Energy	Vectren Corp. Issuer Rating	n/a	n/a	BBB+	Negative	n/a	n/a
CenterPoint Energy	SIGECO Senior Secured Debt	A1	Stable	A	Negative	n/a	n/a
Houston Electric	Houston Electric Senior Secured Debt	A2	Negative	A	Negative	A	Negative
CERC	CERC Corp. Senior Unsecured Debt	A3	Stable	BBB+	Negative	A-	Stable
CERC	Indiana Gas Senior Unsecured Debt	n/a	n/a	BBB+	Negative	n/a	n/a

- (1) A Moody's rating outlook is an opinion regarding the likely direction of an issuer's rating over the medium term.
- (2) An S&P outlook assesses the potential direction of a long-term credit rating over the intermediate to longer term.
- (3) A Fitch rating outlook indicates the direction a rating is likely to move over a one- to two-year period.

The Registrants cannot assure that the ratings set forth above will remain in effect for any given period of time or that one or more of these ratings will not be lowered or withdrawn entirely by a rating agency. The Registrants note that these credit ratings are included for informational purposes and are not recommendations to buy, sell or hold the Registrants' securities and may be revised or withdrawn at any time by the rating agency. Each rating should be evaluated independently of any other rating. Any future reduction or withdrawal of one or more of the Registrants' credit ratings could have a material adverse impact on the Registrants' ability to obtain short- and long-term financing, the cost of such financings and the execution of the Registrants' commercial strategies.

A decline in credit ratings could increase borrowing costs under the Registrants' revolving credit facilities. If the Registrants' credit ratings had been downgraded one notch by S&P and Moody's from the ratings that existed as of September 30, 2025, the impact on the borrowing costs under the four revolving credit facilities would have been insignificant. A decline in credit ratings would also increase the interest rate on long-term debt to be issued in the capital markets and could negatively impact the Registrants' ability to complete capital market transactions and to access the commercial paper market. Additionally, a decline in credit ratings could increase cash collateral requirements and reduce earnings of CenterPoint Energy's and CERC's Natural Gas reportable segments.

Pipeline tariffs and contracts typically provide that if the credit ratings of a shipper or the shipper's guarantor drop below a threshold level, which is generally investment grade ratings from both Moody's and S&P, cash or other collateral may be demanded from the shipper in an amount equal to the sum of three months' charges for pipeline services plus the unrecouped

cost of any lateral built for such shipper. If the credit ratings of CERC Corp. decline below the applicable threshold levels, CERC might need to provide cash or other collateral of up to \$293 million as of September 30, 2025. The amount of collateral will depend on seasonal variations in transportation levels.

ZENS and Securities Related to ZENS (CenterPoint Energy)

If CenterPoint Energy's creditworthiness were to drop such that ZENS holders thought CenterPoint Energy's liquidity was adversely affected or the market for the ZENS were to become illiquid, some ZENS holders might decide to exchange their ZENS for cash. Funds for the payment of cash upon exchange could be obtained from the sale of the shares of ZENS-Related Securities that CenterPoint Energy owns or from other sources. CenterPoint Energy owns shares of ZENS-Related Securities equal to approximately 100% of the reference shares used to calculate its obligation to the holders of the ZENS. ZENS exchanges result in a cash outflow because tax deferrals related to the ZENS and shares of ZENS-Related Securities would typically cease when ZENS are exchanged or otherwise retired and shares of ZENS-Related Securities are sold. The ultimate tax liability related to the ZENS and ZENS-Related Securities continues to increase by the amount of the tax benefit realized each year, and there could be a significant cash outflow when the taxes are paid as a result of the retirement or exchange of the ZENS. If all ZENS had been exchanged for cash on September 30, 2025, deferred taxes of approximately \$861 million would have been payable in 2025. If all the ZENS-Related Securities had been sold on September 30, 2025, capital gains taxes of approximately \$87 million would have been payable in 2025 based on 2025 tax rates in effect. As of September 30, 2025, CenterPoint Energy had both net operating loss and CAMT carryforwards available from its filed 2024 federal income tax return that can be applied to largely offset the cash outflow that would result from a retirement or exchange of the ZENS. For additional information about ZENS, see Note 8 to the Interim Condensed Financial Statements.

Cross Defaults

Under the Registrants' respective revolving credit facilities, a payment default on, or a non-payment default, event or condition that permits acceleration of, any indebtedness for borrowed money and certain other specified types of obligations (including guarantees) exceeding \$125 million by the borrower or any of their respective significant subsidiaries will cause a default under such borrower's respective credit facility or term loan agreement. Under SIGECO's revolving credit facility, a payment default on, or a non-payment default, event or condition that permits acceleration of, any indebtedness for borrowed money and certain other specific types of obligations (including guarantees) exceeding \$75 million by SIGECO or any of its significant subsidiaries will cause a default under SIGECO's credit facility. A default by CenterPoint Energy would not trigger a default under its subsidiaries' debt instruments or revolving credit facilities.

Possible Acquisitions, Divestitures and Joint Ventures

From time to time, the Registrants consider the acquisition or the disposition of assets or businesses or possible joint ventures, strategic initiatives or other joint ownership arrangements with respect to assets or businesses. Any determination to take action in this regard will be based on market conditions and opportunities existing at the time, and accordingly, the timing, size or success of any efforts and the associated potential capital commitments are unpredictable. The Registrants may seek to fund all or part of any such efforts with proceeds from debt and/or equity issuances. Debt or equity financing may not, however, be available to the Registrants at that time due to a variety of events, including, among others, maintenance of our credit ratings, industry conditions, general economic conditions, market conditions and market perceptions. CenterPoint Energy has increased its planned capital expenditures in its Electric and Natural Gas businesses multiple times over the recent years to support rate base growth and may continue to do so in the future. The Registrants may continue to explore asset sales as a means to efficiently finance a portion of its increased capital expenditures in the future, subject to the considerations listed above. For further information, see Note 3 to the Interim Condensed Financial Statements.

On February 19, 2024, CenterPoint Energy, through its subsidiary CERC Corp., entered into the LAMS Asset Purchase Agreement to sell its Louisiana and Mississippi natural gas LDC businesses for approximately \$1.2 billion, subject to adjustment as set forth in the LAMS Asset Purchase Agreement, including adjustments based on net working capital, regulatory assets and liabilities and capital expenditures at closing. The transaction closed on March 31, 2025. On March 7, 2025, SIGECO acquired 100% of the equity interests in Posey Solar, which was constructing a 191 MW solar array in Posey County, Indiana, for approximately \$357 million. For further information, see Note 3 to the Interim Condensed Financial Statements. In May 2025, CenterPoint Energy announced that it is planning to sell its Ohio natural gas LDC business to support the efficient recycling of capital and portfolio optimization.

On October 20, 2025, CenterPoint Energy, through CERC Corp., entered into the Ohio Securities Purchase Agreement to sell all of the issued and outstanding equity interests in CEOH. The proposed transaction is expected to close in the fourth quarter of 2026. For further information, see Note 16 to the Interim Condensed Financial Statements.

Collection of Receivables from REPs (CenterPoint Energy and Houston Electric)

Houston Electric's receivables from the distribution of electricity are collected from REPs that supply the electricity Houston Electric distributes to their customers. Before conducting business, a REP must register with the PUCT and must meet certain financial qualifications. Nevertheless, adverse economic conditions, weather events such as the February 2021 Winter Storm Event, structural problems in the market served by ERCOT or financial difficulties of one or more REPs could impair the ability of these REPs to pay for Houston Electric's services or could cause them to delay such payments. Houston Electric depends on these REPs to remit payments on a timely basis, and any delay or default in payment by REPs could adversely affect Houston Electric's cash flows. In the event of a REP default, Houston Electric's tariff provides a number of remedies, including the option for Houston Electric to request that the PUCT suspend or revoke the certification of the REP. Applicable regulatory provisions require that customers be shifted to another REP or a provider of last resort if a REP cannot make timely payments. However, Houston Electric remains at risk for payments related to services provided prior to the shift to the replacement REP or the provider of last resort. If a REP were unable to meet its obligations, it could consider, among various options, restructuring under the bankruptcy laws, in which event such REP might seek to avoid honoring its obligations and claims might be made against Houston Electric involving payments it had received from such REP. If a REP were to file for bankruptcy, Houston Electric may not be successful in recovering accrued receivables owed by such REP that are unpaid as of the date the REP filed for bankruptcy. However, PUCT regulations authorize utilities, such as Houston Electric, to defer bad debts resulting from defaults by REPs for recovery in future rate cases, subject to a review of reasonableness and necessity.

Other Factors that Could Affect Cash Requirements

In addition to the above factors, the Registrants' liquidity and capital resources could also be negatively affected by:

- cash collateral requirements that could exist in connection with certain contracts, including weather hedging arrangements, and natural gas purchases, natural gas price and natural gas storage activities of CenterPoint Energy's and CERC's Natural Gas reportable segment;
- acceleration of payment dates on certain gas supply contracts, under certain circumstances, as a result of increased natural gas prices, and concentration of natural gas suppliers (CenterPoint Energy and CERC);
- increased costs related to the acquisition of natural gas (CenterPoint Energy and CERC);
- increased costs of certain goods, materials or services due to tariffs or trade restrictions imposed by the U.S. government, the imposition of retaliatory tariffs or other measures, and any effect on trading relationships between the United States and other countries;
- increases in interest expense in connection with debt refinancings and borrowings under credit facilities or term loans or the use of alternative sources of financings, including financings due to the May 2024 Storm Events and Hurricane Beryl;
- various legislative, executive or regulatory actions at the federal, state and local levels, including actions in response to Hurricane Beryl and actions pertaining to trade (including tariffs, bans, retaliatory trade measures taken against the United States or related governmental action);
- incremental collateral, if any, that may be required due to regulation of derivatives (CenterPoint Energy);
- the ability of REPs, including REP affiliates of NRG and Vistra Energy Corp., to satisfy their obligations to CenterPoint Energy and Houston Electric;
- slower customer payments and increased write-offs of receivables due to higher natural gas prices, changing economic conditions, public health threats or severe weather events, such as the May 2024 Storm Events and Hurricane Beryl (CenterPoint Energy and CERC);
- the satisfaction of any obligations pursuant to guarantees;
- the outcome of litigation, including litigation related to the February 2021 Winter Storm Event and Hurricane Beryl;
- contributions to pension and postretirement benefit plans;
- recovery of any losses under applicable insurance policies;
- restoration costs and revenue losses resulting from future natural disasters such as hurricanes or other severe weather events and the timing of and amounts sought for recovery of such restoration costs; and
- various other risks identified in "Risk Factors" in [Part I, Item 1A of the Registrants' combined 2024 Form 10-K](#), which are incorporated herein by reference, in Part II, Item 1A of this combined Form 10-Q, and in other reports that the Registrants file from time to time with the SEC.

Certain Contractual Limits on Our Ability to Issue Securities and Borrow Money

Certain provisions in certain note purchase agreements relating to debt issued by CERC have the effect of restricting the amount of secured debt issued by CERC and debt issued by subsidiaries of CERC Corp. Additionally, Houston Electric and SIGECO are limited in the amount of mortgage bonds they can issue by the General Mortgage and SIGECO's mortgage indenture, respectively. For information about the total debt to capitalization financial covenants in the Registrants' and SIGECO's revolving credit facilities, see Note 9 to the Interim Condensed Financial Statements.

CRITICAL ACCOUNTING POLICIES

A critical accounting policy is one that is both important to the presentation of the Registrants' financial condition and results of operations and requires management to make difficult, subjective or complex accounting estimates. An accounting estimate is an approximation made by management of a financial statement element, item or account in the financial statements. Accounting estimates in the Registrants' historical consolidated financial statements measure the effects of past business transactions or events, or the present status of an asset or liability. Additionally, different estimates that the Registrants could have used or changes in an accounting estimate that are reasonably likely to occur could have a material impact on the presentation of their financial condition, results of operations or cash flows. The circumstances that make these judgments difficult, subjective and/or complex have to do with the need to make estimates about the effect of matters that are inherently uncertain. Estimates and assumptions about future events and their effects cannot be predicted with certainty. The Registrants base their estimates on historical experience and on various other assumptions that they believe to be reasonable under the circumstances, the results of which form the basis for making judgments. These estimates may change as new events occur, as more experience is acquired, as additional information is obtained and as the Registrants' operating environment changes. Our critical accounting policies that we deemed the most material in nature were reported in our combined 2024 Form 10-K. There has been no material changes with regard to these critical accounting policies.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Houston Electric and CERC meet the conditions specified in General Instruction H(1)(a) and (b) to Form 10-Q and are therefore permitted to use the reduced disclosure format for wholly-owned subsidiaries of reporting companies. Accordingly, Houston Electric and CERC have omitted from this report the information called for by Item 3 (Quantitative and Qualitative Disclosures About Market Risk) of Part I of the Form 10-Q.

Information regarding the Registrants' quantitative and qualitative disclosures about market risk are disclosed in Part II, Item 7A of our combined 2024 Form 10-K. Except as described below, there have been no material changes in those disclosures.

Interest Rate Risk (CenterPoint Energy)

As of September 30, 2025, the Registrants had outstanding long-term debt and lease obligations and CenterPoint Energy had obligations under its ZENS that subject them to the risk of loss associated with movements in market interest rates. The Registrants seek to manage interest rate exposure by monitoring the effects of changes in market interest rates and using a combination of fixed and variable rate debt. Additionally, interest rate swaps are used to mitigate interest rate exposure when deemed appropriate.

CenterPoint Energy's floating rate obligations aggregated \$1.1 billion and \$1.5 billion as of September 30, 2025 and December 31, 2024, respectively. If the floating interest rates were to increase by 100 basis points from September 30, 2025 rates, CenterPoint Energy's combined interest expense would increase by approximately \$11 million annually.

As of September 30, 2025 and December 31, 2024, CenterPoint Energy had outstanding fixed-rate debt (excluding indexed debt securities) aggregating \$21.4 billion and \$19.7 billion, respectively, in principal amount and having a fair value of \$20.8 billion and \$18.4 billion, respectively. Because these instruments are fixed-rate, they do not expose CenterPoint Energy to the risk of loss in earnings due to changes in market interest rates. However, the fair value of these instruments would increase by approximately \$764 million if interest rates were to decline by 10% from levels on September 30, 2025. In general, such an increase in fair value would impact earnings and cash flows only if CenterPoint Energy were to reacquire all or a portion of these instruments in the open market prior to their maturity.

Item 4. CONTROLS AND PROCEDURES

In accordance with Exchange Act Rules 13a-15 and 15d-15, the Registrants carried out separate evaluations, under the supervision and with the participation of each company's management, including the principal executive officer and principal financial officer, of the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report. Based on those evaluations, the principal executive officer and principal financial officer, in each case, concluded that the

disclosure controls and procedures were effective as of September 30, 2025 to provide assurance that information required to be disclosed in the reports filed or submitted under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and such information is accumulated and communicated to management, including the principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding disclosure.

There has been no change in the Registrants' internal controls over financial reporting that occurred during the three months ended September 30, 2025 that has materially affected, or is reasonably likely to materially affect, the Registrants' internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

For a description of material legal and regulatory proceedings, including environmental legal proceedings that involve a governmental authority as a party and that the Registrants reasonably believe would result in \$1,000,000 or more of monetary sanctions, exclusive of interest and costs, under federal, state and local laws that have been enacted or adopted regulating the discharge of materials into the environment or primarily for the purpose of protecting the environment, affecting the Registrants, see Note 11(d) to the Interim Condensed Financial Statements and "Management's Discussion and Analysis of Financial Condition and Results of Operations — Liquidity and Capital Resources — Future Sources and Uses of Cash" and "— Regulatory Matters," each of which is incorporated herein by reference. See also "[Business — Regulation](#)" and "[— Environmental Matters](#)" in Part I, Item 1 and "[Legal Proceedings](#)" in Part I, Item 3 of the Registrants' combined 2024 Form 10-K.

Item 1A. RISK FACTORS

There have been no material changes from the risk factors disclosed in the Registrants' combined 2024 Form 10-K.

Item 5. OTHER INFORMATION

Rule 10b5-1 Trading Arrangements

During the three months ended September 30, 2025, no director or officer of CenterPoint Energy, Houston Electric or CERC adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

Item 6. EXHIBITS

Exhibits filed herewith are designated by a cross (†); all exhibits not so designated are incorporated by reference to a prior filing as indicated. Agreements included as exhibits are included only to provide information to investors regarding their terms. The agreements listed below may contain representations, warranties and other provisions that were made, among other things, to provide the parties thereto with specified rights and obligations and to allocate risk among them, and such agreements should not be relied upon as constituting or providing any factual disclosures about the Registrants, any other persons, any state of affairs or other matters.

Pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K, the Registrants have not filed as exhibits to this combined Form 10-Q certain long-term debt instruments, including indentures, under which the total amount of securities authorized does not exceed 10% of the total assets of the Registrants and its subsidiaries on a consolidated basis. The Registrants hereby agree to furnish a copy of any such instrument to the SEC upon request.

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference	CenterPoint Energy	Houston Electric	CERC
2.1*	Asset Purchase Agreement, dated February 19, 2024, among CenterPoint Energy Resources Corp. and Delta Utilities No. LA, LLC, Delta Utilities S. LA, LLC, Delta Utilities MS, LLC, and Delta Shared Services Co., LLC	CenterPoint Energy's Form 8-K dated February 19, 2024	1-31447	1.1	x		x

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference	CenterPoint Energy	Houston Electric	CERC
2.2*	Securities Purchase Agreement, dated October 20, 2025, by and between CenterPoint Energy Resources Corp. and National Fuel Gas Company.	CenterPoint Energy's Form 8-K dated October 20, 2025	1-31447	2.1	x		x
3.1	Restated Articles of Incorporation of CenterPoint Energy	CenterPoint Energy's Form 8-K dated July 24, 2008	1-31447	3.2	x		
3.2	Restated Certificate of Formation of Houston Electric	Houston Electric's Form 10-Q for the quarter ended June 30, 2011	1-3187	3.1		x	
3.3	Certificate of Incorporation of RERC Corp.	CERC Form 10-K for the year ended December 31, 1997	1-13265	3(a)(1)			x
3.4	Certificate of Amendment changing the name to Reliant Energy Resources Corp.	CERC Form 10-K for the year ended December 31, 1998	1-13265	3(a)(3)			x
3.5	Certificate of Amendment changing the name to CenterPoint Energy Resources Corp.	CERC Form 10-Q for the quarter ended June 30, 2003	1-13265	3(a)(4)			x
3.6	Fifth Amended and Restated Bylaws of CenterPoint Energy	CenterPoint Energy's Form 8-K dated September 26, 2025	1-31447	3.1	x		
3.7	Amended and Restated Limited Liability Company Agreement of Houston Electric	Houston Electric's Form 10-Q for the quarter ended June 30, 2011	1-3187	3.2		x	
3.8	Bylaws of RERC Corp.	CERC Form 10-K for the year ended December 31, 1997	1-13265	3(b)			x
3.9	Statement of Resolutions Deleting Shares Designated Series A Preferred Stock of CenterPoint Energy	CenterPoint Energy's Form 10-K for the year ended December 31, 2011	1-31447	3(c)	x		
4.1	Amended and Restated Indenture of Mortgage and Deed of Trust dated as of January 1, 2023, between Southern Indiana Gas and Electric Company and Deutsche Bank Trust Company Americas, as Trustee	CenterPoint Energy's Form 8-K dated February 1, 2023	1-31447	10.2	x		
4.2	Fifth Supplemental Indenture dated as of July 1, 2025, between Southern Indiana Gas and Electric Company and Deutsche Bank Trust Company Americas, as Trustee	CenterPoint Energy's Form 8-K dated July 1, 2025	1-31447	4.2	x		
†4.3	Sixth Supplemental Indenture, dated as of October 1, 2025, between Southern Indiana Gas and Electric Company and Deutsche Bank Trust Company Americas, as Trustee				x		
4.4	Indenture dated as of July 31, 2025, between CenterPoint Energy, Inc. and The Bank of New York Mellon Trust Company, National Association, as trustee	CenterPoint Energy's Form 8-K dated July 31, 2025	1-31447	4.1	x		
4.5	Junior Subordinated Indenture, dated as of August 14, 2024, between CenterPoint Energy, Inc. and The Bank of New York Mellon Trust Company, National Association, as trustee	CenterPoint Energy's Form 10-Q for the quarter ended September 30, 2024	1-31447	4.1	x		
†4.6	Supplemental Indenture No. 3, dated as of October 2, 2025, to Exhibit 4.5				x		
4.7	General Mortgage Indenture, dated as of October 10, 2002, between Houston Electric and The Bank of New York Mellon Trust Company, National Association (successor in trust to JPMorgan Chase Bank)	Houston Electric's Form 10-Q for the quarter ended September 30, 2002	1-3187	4(j)(1)		x	
4.8	Ninth Supplemental Indenture, dated as of November 12, 2002, to Exhibit 4.7	CenterPoint Energy's Form 10-K for the year ended December 31, 2002)	1-31447	4(k)(10)		x	

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference	CenterPoint Energy	Houston Electric	CERC
4.9	Twentieth Supplemental Indenture, dated as of December 9, 2008, to Exhibit 4.7	Houston Electric's Form 8-K dated January 6, 2009	1-3187	4.2		x	
4.10	Thirty-Eighth Supplemental Indenture, dated as of August 7, 2025, to Exhibit 4.7	Houston Electric's Form 8-K dated August 5, 2025	1-3187	4.4		x	
†4.11	Officer's Certificate, dated as of August 7, 2025					x	
4.12	Indenture by and among CenterPoint Energy Restoration Bond Company II, LLC, U.S. Bank Trust Company, National Association, as Indenture Trustee, and U.S. Bank National Association, as Securities Intermediary (including the forms of the System Restoration Bonds and the form of Series Supplement), dated as of September 17, 2025	Houston Electric's Form 8-K dated September 17, 2025	1-3187	4.1		x	
4.13	Series Supplement by and between CenterPoint Energy Restoration Bond Company II, LLC and U.S. Bank Trust Company, National Association, as Indenture Trustee, dated as of September 17, 2025	Houston Electric's Form 8-K dated September 17, 2025	1-3187	4.2		x	
10.1	Bond Purchase Agreement dated July 1, 2025 among Southern Indiana Gas and Electric Company and the purchasers listed on Schedule B thereto	CenterPoint Energy's Form 8-K dated July 1, 2025	1-31447	10.1	x		
10.2	Jesus Soto, Jr. Offer Letter	CenterPoint Energy's Form 8-K dated July 21, 2025	1-31447	10.1	x		
10.3	Amended and Restated CenterPoint Energy 2005 Deferred Compensation Plan, effective January 1, 2009	CenterPoint Energy's Form 10-Q for the quarter ended September 30, 2008	1-31447	10.1	x		
†10.4	Fifth Amendment to Exhibit 10.3, effective January 1, 2026				x		
†31.1.1	Rule 13a-14(a)/15d-14(a) Certification of Jason P. Wells				x		
†31.1.2	Rule 13a-14(a)/15d-14(a) Certification of Jesus Soto, Jr.					x	
†31.1.3	Rule 13a-14(a)/15d-14(a) Certification of Jesus Soto, Jr.						x
†31.2.1	Rule 13a-14(a)/15d-14(a) Certification of Christopher A. Foster				x		
†31.2.2	Rule 13a-14(a)/15d-14(a) Certification of Christopher A. Foster					x	
†31.2.3	Rule 13a-14(a)/15d-14(a) Certification of Christopher A. Foster						x
†32.1.1	Section 1350 Certification of Jason P. Wells				x		
†32.1.2	Section 1350 Certification of Jesus Soto, Jr.					x	
†32.1.3	Section 1350 Certification of Jesus Soto, Jr.						x
†32.2.1	Section 1350 Certification of Christopher A. Foster				x		
†32.2.2	Section 1350 Certification of Christopher A. Foster					x	
†32.2.3	Section 1350 Certification of Christopher A. Foster						x
†101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document				x	x	x
†101.SCH	Inline XBRL Taxonomy Extension Schema Document				x	x	x
†101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				x	x	x

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit Reference	CenterPoint Energy	Houston Electric	CERC
†101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				x	x	x
†101.LAB	Inline XBRL Taxonomy Extension Labels Linkbase Document				x	x	x
†101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				x	x	x
†104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)				x	x	x

* Schedules to this agreement have been omitted pursuant to Items 601(a)(5) and 601(b)(2) of Regulation S-K. A copy of any omitted schedules will be furnished supplementally to the SEC upon request; provided, however, that the parties may request confidential treatment pursuant to Rule 24b-2 of the Exchange Act for any document so furnished.

SIGNATURES

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

**CENTERPOINT ENERGY, INC.
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
CENTERPOINT ENERGY RESOURCES CORP.**

By: _____ /s/ Kristie L. Colvin
Kristie L. Colvin
Senior Vice President and Chief Accounting Officer
(Duly Authorized Officer and Principal Accounting Officer)

Date: October 23, 2025

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

WITH

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Trustee

SIXTH SUPPLEMENTAL INDENTURE

Supplemental to

**AMENDED AND RESTATED INDENTURE OF MORTGAGE
AND DEED OF TRUST DATED AS OF JANUARY 1, 2023**

Dated as of October 1, 2025

SIXTH SUPPLEMENTAL INDENTURE, dated as of October 1, 2025 (this “*Supplemental Indenture*”), between SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of Indiana (hereinafter called the “*Company*”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a corporation organized and existing under the laws of the State of New York, as Trustee under the Indenture hereinafter referred to.

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Amended and Restated Indenture of Mortgage and Deed of Trust, dated as of January 1, 2023 (the “*Amended and Restated Indenture*” and, as amended and supplemented by that certain First Supplemental Indenture dated as of March 15, 2023, that certain Second Supplemental Indenture dated as of October 13, 2023, that certain Third Supplemental Indenture dated as of August 29, 2024, that certain Fourth Supplemental Indenture dated as of January 31, 2025, and that certain Fifth Supplemental Indenture dated as of July 1, 2025 or as the same may from time to time be further supplemented, modified or amended by any supplemental indenture entered into pursuant to the provisions thereof, the “*Indenture*”), to secure the payment of the principal of and the interest and premium (if any) on all bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which bonds are to be issued thereunder;

WHEREAS, capitalized terms used herein shall have the meanings assigned thereto in the Indenture except to the extent expressly modified herein;

WHEREAS, the Amended and Restated Indenture completely restated and amended the Indenture of Mortgage and Deed of Trust dated as of April 1, 1932, as theretofore supplemented and amended (the “*Original Indenture*”) without any interruption of the lien of the Original Indenture;

WHEREAS, the Company by appropriate corporate action has entered into that certain Bond Purchase Agreement dated as of July 1, 2025, as the same may be supplemented and amended from time to time in accordance with its terms (the “*Bond Purchase Agreement*”) among the Company and purchasers party thereto;

WHEREAS, Section 17.01 of the Indenture provides that, subject to certain exceptions not presently relevant, the Company and the Trustee may, from time to time and at any time, enter into such indentures supplemental to the Indenture as shall be deemed by them necessary or desirable to provide for the creation of any new series of bonds;

WHEREAS, the Company by appropriate company action in conformity with the terms of the Agreement and the Indenture has duly determined to create a new series of bonds which shall be issued under the Indenture in an aggregate principal amount of \$145,000,000 and that may be issued in two Tranches, as follows: (i) 5.77% First Mortgage Bonds, Series 2025C, Tranche A due 2040 in the aggregate principal amount of \$45,000,000 (the “*Series 2025C, Tranche A Bonds*”); and (ii) 6.18% First Mortgage Bonds, Series 2025C, Tranche B due 2055 in the aggregate principal amount of \$100,000,000 (the “*Series 2025C, Tranche B Bonds*” and together with the Series 2025C, Tranche A Bonds, the “*Series 2025C Bonds*”);

WHEREAS, all things necessary to make the Series 2025C Bonds, when authenticated by the Trustee and issued as in the Indenture provided, the valid, binding and legal obligations of the Company, entitled in all respects to the security of the Indenture, have been done and performed, and the creation, execution and delivery of this Supplemental Indenture have in all respects been duly authorized;

WHEREAS, the Company and the Trustee deem it advisable to enter into this Supplemental Indenture for the purposes above stated and for the purpose of describing the Series 2025C Bonds and of providing the terms and conditions of redemption of such Series 2025C Bonds; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That Southern Indiana Gas and Electric Company, in consideration of the premises and other due consideration, the receipt whereof is hereby acknowledged, and of the purchase and acceptance of the bonds issued or to be issued hereunder, and in order to secure the payment of the principal, premium, if any, and interest of all bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all of the provisions hereof and of said bonds, has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by this Supplemental Indenture does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto Deutsche Bank Trust Company Americas, as Trustee, and to its successor or successors in said trust, and to its and their assigns forever, all the properties, real, personal and mixed, tangible and intangible of the character described in the granting clauses of the aforesaid Amended and Restated Indenture or in any indenture supplemental thereto, acquired by the Company on or after the date of the execution and delivery of said Amended and Restated Indenture (except any in said Amended and Restated Indenture or in any indenture supplemental thereto expressly excepted).

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Article X of the Indenture), the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged, pledged or conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts of the Indenture, for those who shall hold the bonds issued and to be issued thereunder, or any of them, without preference, priority or distinction as to lien of any of said bonds over any others thereof by reason of priority in the time of the issue or negotiation thereof, or otherwise howsoever.

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid, the principal of, premium, if any, and interest on said bonds, or exercise its Legal Defeasance option with respect thereto, in either case, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

IT IS HEREBY COVENANTED, DECLARED AND AGREED, by the Company, that all such bonds are to be issued, authenticated and delivered, and that all property subject or to become subject hereto is to be held, subject to the further covenants, conditions, uses and trusts in the Indenture set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustee and its successor or successors in such trust, for the benefit of those who shall hold said bonds, as follows:

PART IA

FORM OF SERIES 2025C, TRANCHE A BONDS

The form of the definitive registered bond of the Series 2025C, Tranche A Bonds and the Trustee's certificate of authentication to be borne by such bonds are to be substantially in the following forms, respectively:

“[FORM OF SERIES 2025C, TRANCHE A BOND]

THIS BOND (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND THIS BOND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

FIRST MORTGAGE BOND, SERIES 2025C, TRANCHE A

No.: R-2025C-A-[]

PPN: 843163 E@1

ORIGINAL ISSUE DATE: October 1, 2025

PRINCIPAL AMOUNT: \$[]

INTEREST RATE: 5.77%

MATURITY DATE: October 1, 2040

REDEMPTION TERMS, IF ANY: As described below.

OTHER TERMS: As described below.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation (the “Company”), for value received hereby promises to pay to [] or its registered assigns, the principal sum of [] DOLLARS on the Maturity Date set forth above, subject to prior redemption, and to pay interest thereon from the Original Issue Date set forth above, or from the most recent date to which interest has been paid or duly provided for, semiannually in arrears on April 1 and October 1 in each year (each, an “Interest Payment Date”), commencing April 1, 2026, at the per annum Interest Rate set forth above, until the principal hereof is paid. No interest shall accrue on or after the Maturity Date so long as the principal amount of this Bond is paid in full on the Maturity Date, and if this Bond shall be duly called for redemption, interest shall accrue until, but not including, the redemption date. The interest so payable and punctually paid or duly provided for on any such Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Bond is registered at the close of business on the “Regular Record Date” for such interest, which shall be the March 15 or September 15, as the case may be (whether or not such day is a business day), next preceding such Interest Payment Date; *provided* that interest payable on the Maturity Date set forth above or, if applicable, upon redemption or acceleration, shall be payable to the Person to whom principal shall be payable. To the extent permitted by law, the Company shall pay interest (a) on any overdue payment of interest and (b) during the continuance of an Event of Default, on the unpaid principal of this Bond and on any overdue payment of any Make-Whole Amount, at the Default Rate (as hereinafter defined). Default Rate means 1% above the Interest Rate stated above.

Capitalized terms used but not defined in this Bond that are defined in the Indenture shall have such meanings as provided in the Indenture (as modified by the Sixth Supplemental Indenture

referred to below), except that the terms “Event of Default” and “Make-Whole Amount” shall have the respective meanings assigned to such term in the Bond Purchase Agreement.

Except as otherwise provided in the Indenture, all payments of principal hereof, Make-Whole Amount, if any, and interest hereon shall be paid at the corporate trust office of the Trustee (as hereinafter defined), or at such other place as the Company shall have designated by written notice to the holder of this Bond as provided in the Bond Purchase Agreement, in such coin or currency of the United States of America as at the time of payment shall constitute legal tender for the payment of public and private debts.

Except as otherwise provided in the Indenture, any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the holder on such Regular Record Date and shall be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed as provided in the Indenture.

This Bond is one of a duly authorized issue of bonds of the Company, designated as “Southern Indiana Gas and Electric Company First Mortgage Bonds, Series 2025C” (sometimes referred to herein as the “*Series 2025C Bonds*”), issued or to be issued under and equally and ratably secured by that certain Amended and Restated Indenture of Mortgage and Deed of Trust dated as of January 1, 2023 (the “*Amended and Restated Indenture*”) between the Company and Deutsche Bank Trust Company Americas, as trustee (the “*Trustee*,” which term shall include any successor trustee as provided in the Indenture), as such Amended and Restated Indenture may be amended and supplemented by indentures supplemental thereto from time to time, including that First Supplemental Indenture dated as of March 15, 2023, that Second Supplemental Indenture dated as of October 13, 2023, that Third Supplemental Indenture dated as of August 29, 2024, that Fourth Supplemental Indenture dated as of January 31, 2025, that Fifth Supplemental Indenture dated as of July 1, 2025, and that Sixth Supplemental Indenture dated as of October 1, 2025 (the “*Sixth Supplemental Indenture*”), duly executed by the Company to the Trustee, to which the Amended and Restated Indenture and all indentures supplemental thereto (herein sometimes collectively called the “*Indenture*”) reference is hereby made for a description of the property mortgaged and pledged and the respective rights of the Company, the Trustee and the holders of bonds in respect thereof, and for a specification of the principal amount of bonds from time to time issuable thereunder and the conditions upon which bonds may be issued.

The Series 2025C Bonds may be issued pursuant to the Sixth Supplemental Indenture. This Bond is a “Series 2025C, Tranche A Bond.” The Series 2025C, Tranche A Bonds are of similar tenor hereto and are limited to the aggregate authorized principal amount of \$45,000,000 (except for Series 2025C, Tranche A Bonds authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Series 2025C, Tranche A Bonds pursuant to the Indenture and except for any Series 2025C, Tranche A Bonds which, pursuant to the Indenture, are deemed never to have been authenticated and delivered hereunder). Except as otherwise provided, this Bond is subject to all of the terms, conditions and covenants of the Indenture as supplemented, including by the Sixth Supplemental Indenture and is entitled to the benefits thereof.

This Bond is also issued in accordance with the terms of the Bond Purchase Agreement, dated as of July 1, 2025 (as from time to time amended in accordance with its terms, the “*Bond*”

Purchase Agreement”), among the Company and the purchasers of the Series 2025C Bonds listed in Schedule B thereto is subject to all of the terms, conditions and covenants of the Bond Purchase Agreement and is entitled to the benefits thereof.

The Company or the paying agent, as the case may be, will make required prepayments in respect of this Bond on the dates and in the amounts specified in the Bond Purchase Agreement. This Bond is also subject to optional prepayment, in whole or in part, at the times and on the terms specified in the Bond Purchase Agreement, but not otherwise. In the event of a prepayment of this Bond in part only, a new Series 2025C, Tranche A Bond or Bonds for the unpaid portion hereof may be issued in the name of the holder hereof upon the cancellation hereof.

If an Event of Default shall occur and be continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture and this Bond. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence then, in addition to the entire principal amount, any accrued interest and the Make-Whole Amount, if any, shall also become due and payable.

If an “Event of Default” shall occur and be continuing, the principal of all the Series 2025C Bonds at any such time outstanding under the Bond Purchase Agreement may be declared or may become due and payable, upon the conditions and in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture and the Bond Purchase Agreement.

The Indenture and the Bond Purchase Agreement provide that such declarations referred to in the two preceding paragraphs may in certain events be waived by the holders of a majority in principal amount of the relevant bonds Outstanding.

Interest payments for this Bond shall be computed and paid on the basis of a 360-day year of twelve 30-day months. Anything in the Bond Purchase Agreement or the Indenture to the contrary notwithstanding (but without limiting the requirement in Section 8.2 of the Bond Purchase Agreement that the notice of any optional prepayment specify a Business Day (as defined in the Bond Purchase Agreement) as the date fixed for such prepayment), (a) any payment of interest on this Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day and (b) any payment of principal of or Make-Whole Amount on any Bond (including principal due on the Maturity Date of this Bond) that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed (but excluding the Business Day on which such payment is made) in the computation of interest payable on such next succeeding Business Day.

As more fully described in the Indenture, the Company, at its option, and subject to the terms and conditions provided in the Indenture, will be discharged from any and all obligations in respect of the Series 2025C, Tranche A Bonds (except for certain obligations as specifically set forth in the Indenture) upon a Legal Defeasance as provided in the Indenture.

The Series 2025C, Tranche A Bonds are issuable only in registered form, without coupons, in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Series 2025C, Tranche A Bonds are exchangeable for a like aggregate principal amount of Series 2025C, Tranche A Bonds of like tenor and of a different authorized denomination, as requested by the holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Bond is registrable in the books for the registration and transfer of bonds issued under the Indenture maintained by or on behalf of the Company. Upon surrender of this Bond for registration of transfer at the corporate trust office of the Trustee or such other office or agency as may be designated by the Company, endorsed by or accompanied by a written instrument of transfer in form satisfactory to the Company, the Trustee and any agent of the Company or the Trustee, duly executed by the holder hereof or the attorney in fact of such holder duly authorized in writing, one or more new bonds of like tenor and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to the transfer of registration of this Bond on the registration books maintained by or on behalf of the Company, the Company, the Trustee and any agent of the Company or the Trustee may treat the person in whose name this Bond is registered as the owner thereof for all purposes, whether or not this Bond is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

As more fully provided in the Indenture, certain of the provisions of the Indenture or bonds issued pursuant thereto may be altered, amended or eliminated, or additional provisions added, without the consent of the holders, while other provisions of the Indenture or bonds issued pursuant thereto may be altered, amended or eliminated, or additional provisions added only with the consent of holders of not less than a majority in aggregate principal amount of the bonds of all series then Outstanding, considered as one class; *provided, however*, that if there shall be bonds of more than one series Outstanding under the Indenture and if a proposed supplemental indenture shall directly affect the rights of the holders of bonds of one or more, but less than all, of such series, then the consent only of the holders of a majority in aggregate principal amount of the Outstanding bonds of all series so directly affected, considered as one class, shall be required; and *provided, further*, that if the bonds of any series shall have been issued in more than one Tranche and if a proposed supplemental indenture shall directly affect the rights of the holders of bonds of one or more, but less than all, of such Tranches, then the consent only of the holders of a majority in aggregate principal amount of the Outstanding bonds of all Tranches so directly affected, considered as one class, shall be required. Notwithstanding the foregoing, as provided in the Indenture, certain provisions of this Bond may not be changed without the consent of the holder of this Bond.

No recourse shall be had for the payment of the principal of or premium, if any, Make-Whole Amount, if any, or interest, if any, on this Bond, or any part thereof, or for any claim

based thereon or otherwise in respect hereof, or of the indebtedness represented hereby, or upon any obligation, covenant or agreement under the Indenture, any indenture supplemental thereto or this Bond, against any past, present or future incorporator, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or legal or equitable proceeding, penalty or otherwise; it being expressly agreed and understood that this Bond and the obligations evidenced hereby are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, past, present or future, of the Company or of any predecessor or successor corporation, either directly or indirectly through the Company or any predecessor or successor corporation, because of the indebtedness evidenced hereby or under or by reason of any of the obligations, covenants or agreements contained in the Indenture, any supplemental indenture or in this Bond or to be implied therefrom or herefrom; and such personal liability, if any, is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution and delivery of the Indenture, as originally executed and delivered, and the issuance of this Bond.

This Bond shall be governed by and construed in accordance with the law of the State of New York, except to the extent that the law of any jurisdiction wherein any portion of the Mortgaged and Pledged Property is located shall mandatorily govern the creation of a mortgage lien on and security interest in, or perfection, priority or enforcement of the Lien of the Indenture or exercise of remedies with respect to, such portion of the Mortgaged and Pledged Property.

Unless the certificate of authentication hereon has been executed by the Trustee by manual or electronic signature of an authorized officer, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Southern Indiana Gas and Electric Company has caused this Bond to be signed in its name by its President or a Vice President, by their signature or a facsimile thereof, and attested by its Secretary or an Assistant Secretary, by their signature or a facsimile thereof.

Dated _____, 2025.

SOUTHERN INDIANA GAS AND ELECTRIC
COMPANY

By: _____
Name: Patricia L. Martin
Title: Vice President and Treasurer

Attest: _____
Name: Vincent A. Mercaldi
Title: Corporate Secretary

Trustee's Certificate of Authentication

This is one of the Series 2025C, Tranche A Bonds designated, described or provided for in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

By: _____
Authorized Officer

Date of Authentication:

[END OF FORM OF BOND]"

PART IB

FORM OF SERIES 2025C, TRANCHE B BONDS

The form of the definitive registered bond of the Series 2025C, Tranche B Bonds and the Trustee's certificate of authentication to be borne by such bonds are to be substantially in the following forms, respectively:

“[FORM OF SERIES 2025C, TRANCHE B BOND]

THIS BOND (OR ITS PREDECESSOR) WAS ORIGINALLY ISSUED IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER SECTION 5 OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND THIS BOND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY

FIRST MORTGAGE BOND, SERIES 2025C, TRANCHE B

No.: R-2025C-B-[]

PPN: 843163 E#9

ORIGINAL ISSUE DATE: October 1, 2025

PRINCIPAL AMOUNT: \$[]

INTEREST RATE: 6.18%

MATURITY DATE: October 1, 2055

REDEMPTION TERMS, IF ANY: As described below.

OTHER TERMS: As described below.

SOUTHERN INDIANA GAS AND ELECTRIC COMPANY, an Indiana corporation (the “Company”), for value received hereby promises to pay to [] or its registered assigns, the principal sum of [] DOLLARS on the Maturity Date set forth above, subject to prior redemption, and to pay interest thereon from the Original Issue Date set forth above, or from the most recent date to which interest has been paid or duly provided for, semiannually in arrears on April 1 and October 1 in each year (each, an “Interest Payment Date”), commencing April 1, 2026, at the per annum Interest Rate set forth above, until the principal hereof is paid. No interest shall accrue on or after the Maturity Date so long as the principal amount of this Bond is paid in full on the Maturity Date, and if this Bond shall be duly called for redemption, interest shall accrue until, but not including, the redemption date. The interest so payable and punctually paid or duly provided for on any such Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Bond is registered at the close of business on the “Regular Record Date” for such interest, which shall be the March 15 or September 15, as the case may be (whether or not such day is a business day), next preceding such Interest Payment Date; *provided* that interest payable on the Maturity Date set forth above or, if applicable, upon redemption or acceleration, shall be payable to the Person to whom principal shall be payable. To the extent permitted by law, the Company shall pay interest (a) on any overdue payment of interest and (b) during the continuance of an Event of Default, on the unpaid principal of this Bond and on any overdue payment of any Make-Whole Amount, at the Default Rate (as hereinafter defined). Default Rate means 1% above the Interest Rate stated above.

Capitalized terms used but not defined in this Bond that are defined in the Indenture shall have such meanings as provided in the Indenture (as modified by the Sixth Supplemental Indenture

referred to below), except that the terms “Event of Default” and “Make-Whole Amount” shall have the respective meanings assigned to such term in the Bond Purchase Agreement.

Except as otherwise provided in the Indenture, all payments of principal hereof, Make-Whole Amount, if any, and interest hereon shall be paid at the corporate trust office of the Trustee (as hereinafter defined), or at such other place as the Company shall have designated by written notice to the holder of this Bond as provided in the Bond Purchase Agreement, in such coin or currency of the United States of America as at the time of payment shall constitute legal tender for the payment of public and private debts.

Except as otherwise provided in the Indenture, any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the holder on such Regular Record Date and shall be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed as provided in the Indenture.

This Bond is one of a duly authorized issue of bonds of the Company, designated as “Southern Indiana Gas and Electric Company First Mortgage Bonds, Series 2025C” (sometimes referred to herein as the “*Series 2025C Bonds*”), issued or to be issued under and equally and ratably secured by that certain Amended and Restated Indenture of Mortgage and Deed of Trust dated as of January 1, 2023 (the “*Amended and Restated Indenture*”) between the Company and Deutsche Bank Trust Company Americas, as trustee (the “*Trustee*,” which term shall include any successor trustee as provided in the Indenture), as such Amended and Restated Indenture may be amended and supplemented by indentures supplemental thereto from time to time, including that First Supplemental Indenture dated as of March 15, 2023, that Second Supplemental Indenture dated as of October 13, 2023, that Third Supplemental Indenture dated as of August 29, 2024, that Fourth Supplemental Indenture dated as of January 31, 2025, that Fifth Supplemental Indenture dated as of July 1, 2025, and that Sixth Supplemental Indenture dated as of October 1, 2025 (the “*Sixth Supplemental Indenture*”), duly executed by the Company to the Trustee, to which the Amended and Restated Indenture and all indentures supplemental thereto (herein sometimes collectively called the “*Indenture*”) reference is hereby made for a description of the property mortgaged and pledged and the respective rights of the Company, the Trustee and the holders of bonds in respect thereof, and for a specification of the principal amount of bonds from time to time issuable thereunder and the conditions upon which bonds may be issued.

The Series 2025C Bonds may be issued pursuant to the Sixth Supplemental Indenture. This Bond is a “Series 2025C, Tranche B Bond.” The Series 2025C, Tranche B Bonds are of similar tenor hereto and are limited to the aggregate authorized principal amount of \$100,000,000 (except for Series 2025C, Tranche B Bonds authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Series 2025C, Tranche B Bonds pursuant to the Indenture and except for any Series 2025C, Tranche B Bonds which, pursuant to the Indenture, are deemed never to have been authenticated and delivered hereunder). Except as otherwise provided, this Bond is subject to all of the terms, conditions and covenants of the Indenture as supplemented, including by the Sixth Supplemental Indenture and is entitled to the benefits thereof.

This Bond is also issued in accordance with the terms of the Bond Purchase Agreement, dated as of July 1, 2025 (as from time to time amended in accordance with its terms, the “*Bond*”

Purchase Agreement”), among the Company and the purchasers of the Series 2025C Bonds listed in Schedule B thereto is subject to all of the terms, conditions and covenants of the Bond Purchase Agreement and is entitled to the benefits thereof.

The Company or the paying agent, as the case may be, will make required prepayments in respect of this Bond on the dates and in the amounts specified in the Bond Purchase Agreement. This Bond is also subject to optional prepayment, in whole or in part, at the times and on the terms specified in the Bond Purchase Agreement, but not otherwise. In the event of a prepayment of this Bond in part only, a new Series 2025C, Tranche B Bond or Bonds for the unpaid portion hereof may be issued in the name of the holder hereof upon the cancellation hereof.

If an Event of Default shall occur and be continuing, the principal of this Bond may be declared or otherwise become due and payable in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture and this Bond. In the event that the principal of this Bond shall have been declared or otherwise become due and payable as described in the preceding sentence then, in addition to the entire principal amount, any accrued interest and the Make-Whole Amount, if any, shall also become due and payable.

If an “Event of Default” shall occur and be continuing, the principal of all the Series 2025C Bonds at any such time outstanding under the Bond Purchase Agreement may be declared or may become due and payable, upon the conditions and in the manner, at the price (including any applicable Make-Whole Amount) and with the effect provided in the Indenture and the Bond Purchase Agreement.

The Indenture and the Bond Purchase Agreement provide that such declarations referred to in the two preceding paragraphs may in certain events be waived by the holders of a majority in principal amount of the relevant bonds Outstanding.

Interest payments for this Bond shall be computed and paid on the basis of a 360-day year of twelve 30-day months. Anything in the Bond Purchase Agreement or the Indenture to the contrary notwithstanding (but without limiting the requirement in Section 8.2 of the Bond Purchase Agreement that the notice of any optional prepayment specify a Business Day (as defined in the Bond Purchase Agreement) as the date fixed for such prepayment), (a) any payment of interest on this Bond that is due on a date other than a Business Day shall be made on the next succeeding Business Day without including the additional days elapsed in the computation of the interest payable on such next succeeding Business Day and (b) any payment of principal of or Make-Whole Amount on any Bond (including principal due on the Maturity Date of this Bond) that is due on a date that is not a Business Day shall be made on the next succeeding Business Day and shall include the additional days elapsed (but excluding the Business Day on which such payment is made) in the computation of interest payable on such next succeeding Business Day.

As more fully described in the Indenture, the Company, at its option, and subject to the terms and conditions provided in the Indenture, will be discharged from any and all obligations in respect of the Series 2025C, Tranche B Bonds (except for certain obligations as specifically set forth in the Indenture) upon a Legal Defeasance as provided in the Indenture.

The Series 2025C, Tranche B Bonds are issuable only in registered form, without coupons, in denominations of \$100,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Series 2025C, Tranche B Bonds are exchangeable for a like aggregate principal amount of Series 2025C, Tranche B Bonds of like tenor and of a different authorized denomination, as requested by the holder surrendering the same.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Bond is registrable in the books for the registration and transfer of bonds issued under the Indenture maintained by or on behalf of the Company. Upon surrender of this Bond for registration of transfer at the corporate trust office of the Trustee or such other office or agency as may be designated by the Company, endorsed by or accompanied by a written instrument of transfer in form satisfactory to the Company, the Trustee and any agent of the Company or the Trustee, duly executed by the holder hereof or the attorney in fact of such holder duly authorized in writing, one or more new bonds of like tenor and of authorized denominations and for the same aggregate principal amount will be issued to the designated transferee or transferees.

No service charge shall be made for any such registration of transfer or exchange but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to the transfer of registration of this Bond on the registration books maintained by or on behalf of the Company, the Company, the Trustee and any agent of the Company or the Trustee may treat the person in whose name this Bond is registered as the owner thereof for all purposes, whether or not this Bond is overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

As more fully provided in the Indenture, certain of the provisions of the Indenture or bonds issued pursuant thereto may be altered, amended or eliminated, or additional provisions added, without the consent of the holders, while other provisions of the Indenture or bonds issued pursuant thereto may be altered, amended or eliminated, or additional provisions added only with the consent of holders of not less than a majority in aggregate principal amount of the bonds of all series then Outstanding, considered as one class; *provided, however*, that if there shall be bonds of more than one series Outstanding under the Indenture and if a proposed supplemental indenture shall directly affect the rights of the holders of bonds of one or more, but less than all, of such series, then the consent only of the holders of a majority in aggregate principal amount of the Outstanding bonds of all series so directly affected, considered as one class, shall be required; and *provided, further*, that if the bonds of any series shall have been issued in more than one Tranche and if a proposed supplemental indenture shall directly affect the rights of the holders of bonds of one or more, but less than all, of such Tranches, then the consent only of the holders of a majority in aggregate principal amount of the Outstanding bonds of all Tranches so directly affected, considered as one class, shall be required. Notwithstanding the foregoing, as provided in the Indenture, certain provisions of this Bond may not be changed without the consent of the holder of this Bond.

No recourse shall be had for the payment of the principal of or premium, if any, Make-Whole Amount, if any, or interest, if any, on this Bond, or any part thereof, or for any claim

based thereon or otherwise in respect hereof, or of the indebtedness represented hereby, or upon any obligation, covenant or agreement under the Indenture, any indenture supplemental thereto or this Bond, against any past, present or future incorporator, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or legal or equitable proceeding, penalty or otherwise; it being expressly agreed and understood that this Bond and the obligations evidenced hereby are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, past, present or future, of the Company or of any predecessor or successor corporation, either directly or indirectly through the Company or any predecessor or successor corporation, because of the indebtedness evidenced hereby or under or by reason of any of the obligations, covenants or agreements contained in the Indenture, any supplemental indenture or in this Bond or to be implied therefrom or herefrom; and such personal liability, if any, is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution and delivery of the Indenture, as originally executed and delivered, and the issuance of this Bond.

This Bond shall be governed by and construed in accordance with the law of the State of New York, except to the extent that the law of any jurisdiction wherein any portion of the Mortgaged and Pledged Property is located shall mandatorily govern the creation of a mortgage lien on and security interest in, or perfection, priority or enforcement of the Lien of the Indenture or exercise of remedies with respect to, such portion of the Mortgaged and Pledged Property.

Unless the certificate of authentication hereon has been executed by the Trustee by manual or electronic signature of an authorized officer, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, Southern Indiana Gas and Electric Company has caused this Bond to be signed in its name by its President or a Vice President, by their signature or a facsimile thereof, and attested by its Secretary or an Assistant Secretary, by their signature or a facsimile thereof.

Dated _____, 2025.

SOUTHERN INDIANA GAS AND ELECTRIC
COMPANY

By: _____
Name: Patricia L. Martin
Title: Vice President and Treasurer

Attest: _____
Name: Vincent A. Mercaldi
Title: Corporate Secretary

Trustee's Certificate of Authentication

This is one of the Series 2025C, Tranche B Bonds designated, described or provided for in the within-mentioned Indenture.

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

By: _____
Authorized Officer

Date of Authentication:

[END OF FORM OF BOND]"

PART IIA

DESCRIPTION OF SERIES 2025C, TRANCHE A BONDS

Series 2025C, Tranche A Bonds shall mature, subject to prior redemption, on the date set forth in the form of bond relating hereto hereinbefore set forth, and shall bear interest at the rate set forth in the form of bond relating hereto hereinbefore set forth. Such interest shall be payable semiannually in arrears on April 1 and October 1 in each year, commencing on April 1, 2026, and all bonds of said series and Tranche shall be designated as hereinbefore in the sixth WHEREAS clause set forth in this Supplemental Indenture. Principal of, premium, if any, Make-Whole Amount, if any, and interest on said bonds shall be payable, to the extent specified in the form of bond hereinabove set forth, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, N.Y. or at such other place as the Company shall have designated by written notice to the holder of said bonds as provided in the Bond Purchase Agreement. Definitive bonds of said series may be issued, originally or otherwise, only as registered bonds; and they and the Trustee's certificate of authentication shall be substantially in the forms hereinbefore recited, respectively. Definitive registered Series 2025C, Tranche A Bonds may be issued in the denomination of \$100,000 and in integral multiples of \$1,000 in excess thereof as the Board of Directors of the Company shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. In the manner and upon payment of the charges prescribed in the Indenture, registered bonds of said series and Tranche may be exchanged for a like aggregate principal amount of fully registered bonds of other authorized denominations of the same series and Tranche, upon presentation and surrender thereof for cancellation to the Trustee at its designated corporate trust office, currently in the Borough of Manhattan, The City of New York, N.Y. However, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company. The form of the temporary bonds of said series and Tranche shall be in substantially the form of the form of registered bond hereinbefore recited with such appropriate changes therein as are required on account of the temporary nature thereof. Said temporary bonds of said series and Tranche shall be in registered form, registrable as to principal, and shall be exchangeable for definitive bonds of said series and Tranche when prepared.

The person in whose name any registered bond of the Series 2025C, Tranche A Bonds is registered at the close of business on any Regular Record Date (as defined in such bond) with respect to any Interest Payment Date (as defined in such bond) shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered bond upon any transfer or exchange thereof subsequent to the Regular Record Date and prior to such interest payment date, except in the case of Defaulted Interest (as defined below) which will cease to be payable to the holder on such Regular Record Date and shall be paid to the person in whose name the Series 2025C, Tranche A Bond is registered at the close of business on a date (herein called a "*Special Record Date*") for payment of such defaulted interest to be fixed as hereinafter provided in this Supplemental Indenture.

Except as provided in this Section, every registered bond of the Series 2025C, Tranche A Bonds shall be dated and shall bear interest as provided in the form of bond relating hereto hereinbefore set forth; *provided, however*, that so long as there is no existing default in the payment of interest on the bonds, the holder of any bond authenticated by the Trustee between the Regular Record Date for any Interest Payment Date and such Interest Payment Date shall not be entitled to the payment of the interest due on such Interest Payment Date and shall have no claim against the Company with respect thereto; and *provided, further*, that, if and to the extent the Company shall default in the payment of the interest due on such Interest Payment Date, then any such bond shall bear interest from the interest payment date to which interest has been paid.

Any interest on any Series 2025C Bond, or any Tranche thereof, which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called “*Defaulted Interest*”) shall forthwith cease to be payable to the holder on the related Regular Record Date by virtue of having been such holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the persons in whose names the Series 2025C Bonds, or any Tranche thereof (or their respective predecessor Series 2025C Bonds), are registered on the Special Record Date to determine the holders of record who will receive such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025C Bond, or any Tranche thereof, and the date of the proposed payment (the “*Payment Date*”), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this clause provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than thirty (30) days and not less than ten (10) days prior to the date of the proposed payment and not less than twenty-five (25) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall, not less than five (5) days prior to such Payment Date, cause notice of the proposed payment of such Defaulted Interest and the Payment Date therefor to be given to each holder of Series 2025C Bonds, or any Tranche thereof. Notice of the proposed payment of such Defaulted Interest and the Payment Date therefor having been so given, such Defaulted Interest shall be paid to the persons in whose names the Series 2025C Bonds, or any Tranche thereof (or their respective predecessor Series 2025C Bonds), are registered at the close of business on such Special Record Date.

(b) The Company may make payment of any Defaulted Interest on the Series 2025C Bonds, or any Tranche thereof, in any other lawful manner, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section and Section 2.03 of the Indenture, the Series 2025C Bond or any Tranche thereof delivered under the Indenture upon registration of transfer of or in exchange for or in lieu of any other Series 2025C Bonds shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other related Series 2025C Bond or any Tranche thereof.

PART IIB

DESCRIPTION OF SERIES 2025C, TRANCHE B BONDS

Series 2025C, Tranche B Bonds shall mature, subject to prior redemption, on the date set forth in the form of bond relating hereto hereinbefore set forth, and shall bear interest at the rate set forth in the form of bond relating hereto hereinbefore set forth. Such interest shall be payable semiannually in arrears on April 1 and October 1 in each year, commencing on April 1, 2026, and all bonds of said series and Tranche shall be designated as hereinbefore in the sixth WHEREAS clause set forth in this Supplemental Indenture. Principal of, premium, if any, Make-Whole Amount, if any, and interest on said bonds shall be payable, to the extent specified in the form of bond hereinabove set forth, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, The City of New York, N.Y. or at such other place as the Company shall have designated by written notice to the holder of said bonds as provided in the Bond Purchase Agreement. Definitive bonds of said series may be issued, originally or otherwise, only as registered bonds; and they and the Trustee's certificate of authentication shall be substantially in the forms hereinbefore recited, respectively. Definitive registered Series 2025C, Tranche B Bonds may be issued in the denomination of \$100,000 and in integral multiples of \$1,000 in excess thereof as the Board of Directors of the Company shall approve, and execution and delivery to the Trustee for authentication shall be conclusive evidence of such approval. In the manner and upon payment of the charges prescribed in the Indenture, registered bonds of said series and Tranche may be exchanged for a like aggregate principal amount of fully registered bonds of other authorized denominations of the same series and Tranche, upon presentation and surrender thereof for cancellation to the Trustee at its designated corporate trust office, currently in the Borough of Manhattan, The City of New York, N.Y. However, no charge shall be made upon any transfer or exchange of bonds of said series other than for any tax or taxes or other governmental charge required to be paid by the Company. The form of the temporary bonds of said series and Tranche shall be in substantially the form of the form of registered bond hereinbefore recited with such appropriate changes therein as are required on account of the temporary nature thereof. Said temporary bonds of said series and Tranche shall be in registered form, registrable as to principal, and shall be exchangeable for definitive bonds of said series and Tranche when prepared.

The person in whose name any registered bond of the Series 2025C, Tranche B Bonds is registered at the close of business on any Regular Record Date (as defined in such bond) with respect to any Interest Payment Date (as defined in such bond) shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered bond upon any transfer or exchange thereof subsequent to the Regular Record Date and prior to such interest payment date, except in the case of Defaulted Interest (as defined below) which will cease to be payable to the holder on such Regular Record Date and shall be paid to the person in whose name the Series 2025C, Tranche B Bond is registered at the close of business on a date (herein called a "*Special Record Date*") for payment of such defaulted interest to be fixed as hereinafter provided in this Supplemental Indenture.

Except as provided in this Section, every registered bond of the Series 2025C, Tranche B Bonds shall be dated and shall bear interest as provided in the form of bond relating hereto hereinbefore set forth; *provided, however*, that so long as there is no existing default in the payment of interest on the bonds, the holder of any bond authenticated by the Trustee between the Regular Record Date for any Interest Payment Date and such Interest Payment Date shall not be entitled to the payment of the interest due on such Interest Payment Date and shall have no claim against the Company with respect thereto; and *provided, further*, that, if and to the extent the Company shall default in the payment of the interest due on such Interest Payment Date, then any such bond shall bear interest from the interest payment date to which interest has been paid.

Any interest on any Series 2025C Bond, or any Tranche thereof, which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called “*Defaulted Interest*”) shall forthwith cease to be payable to the holder on the related Regular Record Date by virtue of having been such holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the persons in whose names the Series 2025C Bonds, or any Tranche thereof (or their respective predecessor Series 2025C Bonds), are registered on the Special Record Date to determine the holders of record who will receive such Defaulted Interest, which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2025C Bond, or any Tranche thereof, and the date of the proposed payment (the “*Payment Date*”), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this clause provided. Thereupon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than thirty (30) days and not less than ten (10) days prior to the date of the proposed payment and not less than twenty-five (25) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall, not less than five (5) days prior to such Payment Date, cause notice of the proposed payment of such Defaulted Interest and the Payment Date therefor to be given to each holder of Series 2025C Bonds, or any Tranche thereof. Notice of the proposed payment of such Defaulted Interest and the Payment Date therefor having been so given, such Defaulted Interest shall be paid to the persons in whose names the Series 2025C Bonds, or any Tranche thereof (or their respective predecessor Series 2025C Bonds), are registered at the close of business on such Special Record Date.

(b) The Company may make payment of any Defaulted Interest on the Series 2025C Bonds, or any Tranche thereof, in any other lawful manner, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section and Section 2.03 of the Indenture, the Series 2025C Bond or any Tranche thereof delivered under the Indenture upon registration of transfer of or in exchange for or in lieu of any other Series 2025C Bonds shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other related Series 2025C Bond or any Tranche thereof.

PART III

REDEMPTION PROVISIONS

Section 1. Notwithstanding Article IX of the Amended and Restated Indenture, the Series 2025C Bonds shall be redeemable as set forth in the Bond Purchase Agreement. The Trustee shall not be responsible for the calculation of the Make-Whole Amount. The Company shall calculate the Make-Whole Amount, if any, with respect to any such redemption and shall promptly notify the Trustee thereof.

Section 2. In case the Company shall desire to exercise its right to redeem Series 2025C Bonds, notice of redemption shall be mailed at the direction of the Company, postage prepaid, as set forth in the Bond Purchase Agreement, to the owners of the Series 2025C Bonds to be redeemed, as a whole or in part, at their addresses as the same shall appear on the registration books maintained by or on behalf of the Company pursuant to the Indenture as of the most recent practicable date prior to such notice. Failure to duly give notice by mail, or defect in the notice, to the owner of any such Series 2025C Bond shall not affect the validity of the proceedings for the redemption of any other Series 2025C Bond.

Section 3 For the avoidance of doubt, the term “prepayment” under the Bond Purchase Agreement and “redemption” under the Indenture shall be synonymous.

PART IV

REMEDIES ON DEFAULT

Section 1. Notwithstanding Article XI of the Amended and Restated Indenture, upon the Series 2025C Bonds becoming due and payable under Section 11.01 of the Amended and Restated Indenture, the Series 2025C Bonds will forthwith mature and the entire unpaid principal amount of such Series 2025C Bonds, plus (x) all accrued and unpaid interest thereon (including interest accrued thereon and on any overdue payment of any Make-Whole Amount, at the Default Rate) and (y) the Make-Whole Amount determined in respect of such principal amount, shall all be immediately due and payable, in each case without presentment, demand, protest or further notice, all of which are hereby waived.

PART V

MISCELLANEOUS

Section 1. Except as herein otherwise expressly provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by the Trustee by reason of this Supplemental Indenture, other than as set forth in the Indenture. The Trustee shall not be

responsible for the recitals herein or in the bonds (except the Trustee's certificate of authentication), all of which are made by the Company solely.

Section 2. The headings of the Parts in this Supplemental Indenture are for convenience only and shall not affect the construction hereof.

Section 3. In case any provision in this Supplemental Indenture shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4. As supplemented and amended by this Supplemental Indenture, the Indenture is in all respects ratified and confirmed, and the Indenture and this Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 5. This Supplemental Indenture may be executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, SOUTHERN INDIANA GAS AND ELECTRIC COMPANY and DEUTSCHE BANK TRUST COMPANY AMERICAS, have caused these presents to be executed in their respective names by their respective Presidents or one of their Vice Presidents and attested by their respective Secretaries or one of their Assistant Secretaries, all as of the day and year first above written.

SOUTHERN INDIANA GAS AND ELECTRIC
COMPANY

By /s/Patricia L. Martin
Patricia L. Martin, Vice President and
Treasurer

Attest:

/s/Vincent A. Mercaldi
Vincent A. Mercaldi
Corporate Secretary

DEUTSCHE BANK TRUST COMPANY AMERICAS,
AS TRUSTEE

By /s/Chris Niesz
PRINT NAME: CHRIS NIESZ
Director

By /s/Carol Ng
PRINT NAME: CAROL NG
Vice President

Attest:

/s/Peter Bono
PRINT NAME: PETER BONO
Assistant Vice President

[Supplemental Indenture Signature Page]

SUPPLEMENTAL INDENTURE NO. 3

BETWEEN

CENTERPOINT ENERGY, INC.

AND

**THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL
ASSOCIATION,**

TRUSTEE

DATED AS OF OCTOBER 2, 2025

5.950% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED NOTES,

SERIES D, DUE 2056

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Exhibit

Exhibit A Form of Series D Note and the Trustee’s Certificate of Authentication

SUPPLEMENTAL INDENTURE NO. 3

THIS **SUPPLEMENTAL INDENTURE NO. 3**, dated as of October 2, 2025 (this “Supplemental Indenture”), is between CENTERPOINT ENERGY, INC., a corporation duly organized and existing under the laws of the State of Texas, having its principal office at 1111 Louisiana Street, Houston, Texas 77002 (the “Company”), and The Bank of New York Mellon Trust Company, National Association, as trustee of the Securities established by this Supplemental Indenture, having a Corporate Trust Office at 601 Travis Street, 16th Floor, Houston, Texas 77002 (herein called the “Trustee”).

WHEREAS, the Company has heretofore entered into a Junior Subordinated Indenture (the “Base Indenture”), dated as of August 14, 2024 between the Company and the Trustee;

WHEREAS, the Base Indenture is incorporated herein by this reference and the Base Indenture, as supplemented and amended by this Supplemental Indenture and any other amendments or supplements thereto, is herein called the “Indenture”;

WHEREAS, under the Base Indenture, an unlimited amount of Securities in one or more series may at any time be established in accordance with the provisions of the Base Indenture and the terms of such series may be described by a supplemental indenture executed by the Company and the Trustee;

WHEREAS, the Company proposes to create under the Base Indenture a new series of Securities and to appoint the Trustee as Trustee under the Base Indenture with respect to such Securities;

WHEREAS, the Company has requested that the Trustee execute and deliver this Supplemental Indenture and all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms, and to make the Notes, when executed by the Company and authenticated and delivered by the Trustee, the valid obligations of the Company, have been performed, and the execution and delivery of this Supplemental Indenture has been duly authorized in all respects;

NOW, THEREFORE, in consideration of the purchase and acceptance of the Notes by the Holders, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the Notes and the terms, provisions and conditions thereof, the Company covenants and agrees with the Trustee as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definition of Terms. For all purposes of this Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the capitalized terms not otherwise defined herein shall have the meanings set forth in the Base Indenture or, if not defined in the Base Indenture;

(b) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular;

(c) all other terms used herein which are defined in the Trust Indenture Act of 1939, as amended, whether directly or by reference therein, have the meanings assigned to them therein;

(d) a reference to a Section or Article is to a Section or Article of this Supplemental Indenture unless otherwise stated;

(e) a reference to a Section or Article in the Base Indenture that has been replaced or amended in this Supplemental Indenture shall be construed for purposes of the Notes to refer to such Section or Article as replaced or amended in this Supplemental Indenture;

(f) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Supplemental Indenture as a whole and not to any particular Article, Section or other subdivision;

(g) headings are for convenience of reference only and do not affect interpretation;

“Business Day” means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is authorized or required by law or executive order to close or be closed.

“Calculation Agent” shall have the meaning set forth in Section 2.04.

“Capital Stock” means (i) in the case of a corporation or a company, corporate stock or shares; (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock; (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

“Compound Interest” shall have the meaning specified in Section 2.04.

“Default” means any event that is, or after notice or passage of time, or both, would be, an Event of Default.

“DTC” shall have the meaning set forth in Section 2.06.

“Event of Default” shall have the meaning set forth in Section 3.01.

“First Reset Date” shall have the meaning set forth in Section 2.04.

“Five-Year Treasury Rate” means, as of any Reset Interest Determination Date, the average of the yields on actively traded United States Treasury securities adjusted to constant maturity, for five-year maturities, for the most recent five Business Days appearing under the caption “Treasury

Constant Maturities” in the most recent H.15. If the Five-Year Treasury Rate cannot be determined pursuant to the method described above, the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing calculations, or any such source as it deems reasonable from which to estimate the Five-Year Treasury Rate, will determine the Five-Year Treasury Rate in its sole discretion, provided that if the Calculation Agent determines there is an industry-accepted successor Five-Year Treasury Rate, then the Calculation Agent will use such successor rate. If the Calculation Agent has determined a substitute or successor base rate in accordance with the foregoing, the Calculation Agent in its sole discretion may determine the business day convention, the definition of “Business Day” and the Reset Interest Determination Date to be used and any other relevant methodology for calculating such substitute or successor base rate, including any adjustment factor needed to make such substitute or successor base rate comparable to the Five-Year Treasury Rate, in a manner that is consistent with industry-accepted practices for such substitute or successor base rate.

“Guarantee” means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or (ii) entered into for purposes of assuring in any other manner the obligee of such Indebtedness of other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided that the term “Guarantee” shall not include endorsements for collection or deposit in the ordinary course of business. The term “Guarantee” used as a verb has a corresponding meaning.

“H.15” means the daily statistical release designated as such, or any successor publication as determined by the Calculation Agent in its sole discretion, published by the Federal Reserve Board, and “most recent H.15” means the H.15 published closest in time but prior to the close of business on the applicable Reset Interest Determination Date.

“Holder” means the Person in whose name at the time a particular Note is registered on the books of the Trustee kept for that purpose.

“Indebtedness” means, with respect to any Person at any date of determination (without duplication), (i) all indebtedness of such Person for borrowed money, (ii) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, including obligations incurred in connection with the acquisition of property, assets or businesses, (iii) all obligations of such Person in respect of letters of credit or bankers’ acceptances or other similar instruments (or reimbursement obligations thereto) issued on the account of such Person, (iv) all obligations of such Person to pay the deferred purchase price of property or services, except Trade Payables, (v) all obligations of such Person as lessee under capitalized leases, (vi) all Indebtedness of others secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; provided that, for purposes of determining the amount of any Indebtedness of the type described in this clause (vi), if recourse with respect to such Indebtedness is limited to such asset, the amount of such Indebtedness shall be limited to the lesser of the fair market value of

such asset or the amount of such Indebtedness, (vii) all Indebtedness of others Guaranteed by such Person to the extent such Indebtedness is Guaranteed by such Person, and (viii) to the extent not otherwise included in this definition, all obligations of such Person for claims in respect of derivative products, including interest rate, foreign exchange rate and commodity prices, forward contracts, options, swaps, collars and similar arrangements.

“Interest Payment” means, with respect to any Interest Payment Date, the interest payment on the Notes due on such Interest Payment Date.

“Interest Payment Date” shall have the meaning set forth in Section 2.04.

“Interest Payment Period” means the semi-annual period from, and including, an Interest Payment Date to, but excluding, the next succeeding Interest Payment Date, except for the first Interest Payment Date, which shall be the period from, and including, October 2, 2025 to, but excluding, April 1, 2031.

“Interest Period” means, with respect to any Interest Payment Date, the period from and including the immediately preceding Interest Payment Date (or if none, October 2, 2025) to, but excluding, such Interest Payment Date.

“Interest Reset Period” means the period from and including April 1, 2031 to, but excluding, the next following Reset Date and thereafter each period from and including each Reset Date to, but excluding, the next following Reset Date or the Maturity Date or date of redemption, as the case may be.

“Lien” means, with respect to any property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such property. For purposes of this Indenture, the Company shall be deemed to own subject to a Lien any property which it has acquired or hold subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such property.

“Maturity Date” shall have the meaning specified in Section 2.02.

“Notes” shall have the meaning specified in Section 2.01.

“Optional Deferral Period” has the meaning set forth in Section 4.01.

“Original Issue Date” means the date on which the Notes are originally issued.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Rating Agency Event” means, as of any date, a change, clarification or amendment in the methodology in assigning equity credit to securities such as the Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto) that then publishes a rating for the Company (together with any successor thereto, a “Rating Agency”), (i) as such methodology was in effect on September 30, 2025, in the case of any Rating Agency that published a rating for the Company on

September 30, 2025, or (ii) as such methodology was in effect on the date such Rating Agency first published a rating for the Company, in the case of any Rating Agency that first publishes a rating for the Company on September 30, 2025 (in the case of either clause (i) or (ii), the “Current Methodology”), that results in (a) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such Rating Agency would have been in effect had the Current Methodology not been changed, clarified or amended or (b) a lower equity credit (including up to a lesser amount) being assigned by such Rating Agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such Rating Agency had the Current Methodology not been changed, clarified or amended.

“Regular Record Date” shall have the meaning set forth in Section 2.04.

“Reset Date” means April 1, 2031 and each date falling on the five-year anniversary of the preceding Reset Date.

“Reset Interest Determination Date” means, in respect of any Interest Reset Period, the day falling two Business Days prior to the beginning of the applicable Interest Reset Period.

“Senior Indebtedness” means the principal of (and premium, if any) and interest on and all other amounts due in connection with all Indebtedness of the Company whether created, incurred or assumed before, on or after the date of this Supplemental Indenture; provided that such Senior Indebtedness shall not include (i) Indebtedness of us to any of the Company’s Subsidiaries, (ii) the Company’s Trade Payables, (iii) the Company’s Indebtedness that, when incurred and without respect to any election under Section 1111(b) of Title 11 of the Internal Revenue Code of 1986, as amended, was without recourse to the Company, and (iv) any other Indebtedness of the Company which by the terms of the instrument creating or evidencing the same is specifically designated as being subordinated to or *pari passu* with the Notes.

“Successor Company” shall have the meaning specified in Section 10.01.

“Tax Event” means receipt by the Company of a written opinion of a nationally recognized accounting firm or counsel experienced in such matters to the effect that, as a result of:

(a) any amendment to, clarification of, or change, including any announced prospective change, in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under those laws or treaties;

(b) an administrative action, which means any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement, including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation;

(c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the previously generally accepted position, in each case by any

legislative body, court, governmental authority or regulatory body, regardless of the time or manner in which that amendment, clarification or change is introduced or made known; or

(d) a threatened challenge asserted in writing in connection with a tax audit of the Company or any of its subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to the Notes,

which amendment, clarification or change is effective or the administrative action is taken or judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known after September 30, 2025, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

“Tax Event Redemption Date” shall have the meaning specified in Section 2.06.

“Trade Payables” means, with respect to any Person, any accounts payable or any other indebtedness or monetary obligation to trade creditors created, assumed or Guaranteed by such Person or any of its subsidiaries arising in the ordinary course of business in connection with the acquisition of goods or services.

The terms “Company,” “Trustee,” “Base Indenture,” and “Indenture” shall have the respective meanings set forth in the recitals to this Supplemental Indenture.

ARTICLE II GENERAL TERMS AND CONDITIONS OF THE NOTES

Section 2.01 Designation and Principal Amount. There are hereby authorized a new series of Securities, to be designated the “5.950% Fixed-to-Fixed Reset Rate Junior Subordinated Notes, Series D, due 2056,” (the “Notes”) in the initial aggregate principal amount of \$700,000,000, which amount shall be set forth in any written order of the Company for the authentication and delivery of Notes pursuant to Section 3.01 of the Base Indenture and Section 6.01 hereof. The Company may, without the consent of the Holders, create and issue an unlimited amount of additional Notes ranking equally with the Notes in all respects and having the same terms (except for the price to public, the issue date and the initial interest accrual date and the first interest payment date, as applicable) as the Notes, so that such additional Notes shall be consolidated and form a single series with, and shall have the same terms as to status, redemption or otherwise as, the Notes authenticated and delivered on the date hereof. Such additional Notes will have the same CUSIP number as the Notes being authenticated on the date hereof, provided that such additional Notes must be part of the same issue as the Notes being authenticated on the date hereof for U.S. federal income tax purposes or, if they are not part of the same issue for such purposes, such additional Notes must be issued with a separate CUSIP number. No additional Notes may be issued if an Event of Default has occurred and is continuing with respect to the Notes.

Section 2.02 Stated Maturity. The “Maturity Date” of the Notes is April 1, 2056. For the avoidance of doubt, with respect to the Notes, the Maturity Date, refers only to the date on which principal is due and payable as set forth in this Section 2.02.

Section 2.03 Form and Payment; Minimum Transfer Restriction.

(a) Except as provided in Section 2.04, the Notes shall be issued in fully registered definitive form without coupons. Principal of the Notes will be payable (subject to the last clause of this Section 2.03(a)), the transfer of such Notes will be registrable, and such Notes will be exchangeable for Notes of a like aggregate principal amount bearing identical terms and provisions, at the Corporate Trust Office; provided, however, that, except as otherwise provided in the form of Note attached hereto as Exhibit A, payment of interest will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or, if such Person so requests and designates an account in writing to the Trustee at least five Business Days prior to the relevant Interest Payment Date, by wire transfer to such account, and provided, further, that the Company, in its discretion may remove the Paying Agent and may appoint one or more additional Paying Agents (including the Company or any of its affiliates).

(b) The Notes shall be issuable in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;

Section 2.04 Interest.

(a) The Notes bear interest (i) from and including the date of the original issuance to, but excluding, April 1, 2031 (the "First Reset Date") at an annual rate of 5.950% and (ii) from and including April 1, 2031 during each Interest Reset Period at an annual rate equal to the Five-Year Treasury Rate as of the most recent Reset Interest Determination Date, plus a spread of 2.223%; *provided* that the interest rate during any Interest Reset Period will not reset below 5.950% per annum (which is the same interest rate as in effect from and including the original issue date to, but excluding, the First Reset Date). Interest will accrue from October 2, 2025 and will, subject to the Company's right to defer Interest Payments (as described in Article IV), be payable semi-annually in arrears on April 1 and October 1 of each year (each, an "Interest Payment Date"), beginning on April 1, 2026. If Interest Payments are deferred or otherwise not paid, they will accrue and compound until paid at the same rate at which the Notes bear interest to the extent permitted by law. As permitted by the terms of the Notes, if Interest Payments are deferred or otherwise not paid up to a redemption date that does not fall on an Interest Payment Date, they will accrue and compound until paid at the same rate at which the Notes bear interest to the extent permitted by law. The amount of interest payable for any interest accrual period will be computed on the basis of a 360-day year consisting of twelve 30-day months. The amount of interest payable for any period shorter than a full semi-annual period for which interest is computed will be computed on the basis of the number of days in the period using 30-day calendar months. All references to "interest" on the Notes and, insofar as it relates to the Notes, this Indenture, shall be deemed to include any deferred interest pursuant to Article IV and interest on deferred interest ("Compound Interest") that may accrue at the interest rate then-applicable to the Notes, to the extent permitted by law.

(b) Unless all of the Outstanding Notes have been redeemed, the Company will appoint a calculation agent (the "Calculation Agent") with respect to the Notes prior to the applicable Reset Interest Determination Date. The Company or any of its affiliates may assume the duties of the Calculation Agent. The applicable interest rate for each Interest Reset Period will be determined by the Calculation Agent as of the applicable Reset Interest Determination Date. If

the Company or one of its affiliates is not the Calculation Agent, the Calculation Agent will notify the Company of the interest rate for the relevant Interest Reset Period promptly upon such determination. The Company will notify the Trustee of such interest rate, promptly upon making or being notified of such determination. The Calculation Agent's determination of any interest rate and its calculation of the amount of interest for any Interest Reset Period will be conclusive and binding absent manifest error, will be made in the Calculation Agent's sole discretion and, notwithstanding anything to the contrary in the documentation relating to the Notes, will become effective without consent from any other person or entity. Such determination of any interest rate and calculation of the amount of interest will be on file at the Company's principal offices and will be made available to any holder of the Notes upon request. In no event shall the Trustee be the Calculation Agent (unless upon receiving reasonable advance notice it agrees to the appointment as Calculation Agent in writing), nor shall it have any liability for any determination made by or on behalf of such Calculation Agent.

(c) If an Interest Payment Date, a redemption date or the Maturity Date of the Notes falls on a day that is not a Business Day, the required payment will be made on the next succeeding Business Day with the same force and effect as if made on such scheduled payment date, and no interest on such payment will accrue in respect of the delay.

(d) So long as all of the Notes remain in book-entry only form, the record date for each Interest Payment Date will be the close of business on March 15 or September 15 (whether or not such day is a Business Day) (each, a "Regular Record Date") immediately preceding the applicable April 1 or October 1 Interest Payment Date. If any of the Notes do not remain in book-entry only form, the record date for each Interest Payment Date will be the fifteenth calendar day immediately preceding the applicable Interest Payment Date whether or not a Business Day.

Section 2.05 No Sinking Fund or Repayment at Option of the Holder. The Notes shall not be subject to any sinking fund or analogous provision and shall not be repayable at the option of a Holder thereof prior to the Maturity Date.

Section 2.06 Optional Redemption.

(a) The Company may redeem the Notes in whole or in part upon not less than 10 nor more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest to, but excluding, the redemption date (i) on any day in the period commencing on the date falling 90 days prior to the First Reset Date and ending on and including the First Reset Date and (ii) after the First Reset Date, on any Interest Payment Date.

(b) If notice of redemption is given pursuant to Section 2.06(a) above, the Notes so to be redeemed will, on the redemption date (subject, in the case of a conditional redemption, to the satisfaction of all conditions precedent), become due and payable at the redemption price together with any accrued and unpaid interest thereon, and from and after such date (unless the Company has defaulted in the payment of the redemption price and accrued interest) such Notes shall cease to bear interest. If any Notes called for redemption shall not be paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate then applicable to the Notes.

(c) In addition, the Notes may be redeemable, in whole but not in part, upon not less than 10 nor more than 60 days' notice, following the occurrence of a Tax Event, at the redemption price equal to the sum of: (1) 100% of the principal amount of the Notes being redeemed plus (2) accrued and unpaid interest thereon, if any, to the date fixed for redemption (the "Tax Event Redemption Date"). In such case, the Company will deliver a notice of redemption specifying the Tax Event Redemption Date, which shall be no later than 120 days following the Tax Event.

(d) If at the time notice of redemption is given pursuant to Section 2.06(c) above, the redemption moneys are not on deposit with the Trustee, then the redemption shall be subject to their receipt on or before the Tax Event Redemption Date and such notice shall be of no effect unless such moneys are so received.

(e) In addition, the Notes may be redeemable, in whole but not in part, upon not less than 10 nor more than 60 days' notice, for the Notes following the occurrence of a Rating Agency Event, at 102% of their principal amount plus any accrued and unpaid interest thereon to the redemption date.

(f) If, at the time a notice of redemption is given, (i) the Company has not effected satisfaction and discharge or defeasance of the Notes as described in Article IX and (ii) such notice of redemption is not being given in connection with or in order to effect satisfaction and discharge or defeasance of the Notes, then, if the notice of redemption so provides and at the Company's option, the redemption may be subject to the condition that the Trustee shall have received, on or before the applicable redemption date, monies in an amount sufficient to pay the redemption price and accrued and unpaid interest on the Notes called for redemption to, but excluding, the redemption date. If monies in such amount are not received by the Trustee on or before such redemption date, such notice of redemption shall be automatically canceled and of no force or effect, such proposed redemption shall be automatically canceled, and the Company shall not be required to redeem the Notes called for redemption on such redemption date. In the event that a redemption is canceled, the Company will, not later than the Business Day immediately following the proposed redemption date, deliver, or cause to be delivered, notice of such cancellation to the registered Holders of the Notes called for redemption (which notice will also indicate that the Notes or portions thereof surrendered for redemption shall be returned to the applicable Holders), and the Company will direct the Trustee to, and the Trustee will, promptly return the Notes or portions thereof that have been surrendered for redemption to the applicable Holders. Unless the Company defaults in payment of the redemption price or the proposed redemption is canceled in accordance with the provisions set forth in this Section 2.06(f), on and after the redemption date interest will cease to accrue on the Notes or portions thereof called for redemption.

(g) If less than all of the Notes are redeemed at any time, the Trustee will select the Notes or any portions thereof in integral multiples of \$1,000 to be redeemed, by lot and, when the Notes are in the form of global securities, in accordance with the applicable procedures of The Depository Trust Company ("DTC").

(h) Subject to the foregoing and to applicable law (including, without limitation, United States federal securities laws), the Company or its affiliates may, at any time

and from time to time, purchase Outstanding Notes by tender, in the open market or by private agreement.

Section 2.07 No Additional Amounts. The Company will not pay any additional amounts to any Holder in respect of any tax, assessment or governmental charge.

ARTICLE III DEFAULTS AND REMEDIES

Article V of the Base Indenture is replaced in its entirety as follows:

Section 3.01 Events of Default. An “Event of Default” occurs with respect to the Notes if:

(a) the Company does not pay any interest on the Notes when they become due and payable and such default continues for 30 days (regardless of whether such payment is prohibited by the subordination provisions under Article VII), except as a result of a deferral of Interest Payments in accordance with Article IV;

(b) the Company does not pay any principal of or premium, if any, on the Notes when they become due and payable (regardless of whether such payment is prohibited by the subordination provisions under Article VII);

(c) the Company remains in breach of any other covenant under this Indenture or the Notes for 60 days after there has been given to the Company a written notice of default (which notice must be sent by either the Trustee or registered Holders of at least 33% of the aggregate principal amount of the then-Outstanding Notes) specifying such default or breach and requiring remedy of the default or breach;

(d) the Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Company or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due; or

(e) an involuntary case or other proceeding shall be commenced against the Company seeking liquidation, reorganization or other relief with respect to the Company or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 30 consecutive days.

Section 3.02 Acceleration; Rescission and Annulment. If one or more Events of Default shall have occurred and be continuing with respect to the Notes, then, and in each and every such case (other than an Event of Default specified in Section 3.01(c)), either the Trustee or the

registered Holders of at least 33% of the aggregate principal amount of the then-Outstanding Notes may declare the principal amount of all of the Notes, together with accrued and unpaid interest thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall automatically be immediately due and payable, anything contained in this Indenture or in the Notes to the contrary notwithstanding. If an Event of Default specified in Section 3.01(c) occurs and is continuing, neither the Trustee nor the registered Holders of the Notes shall be entitled to declare the principal of the Notes, or accrued or unpaid interest thereon, to be due or payable immediately; provided that the Trustee and the Holders may exercise the other rights and remedies available under this Indenture and under applicable law upon the occurrence of an Event of Default specified in Section 3.01(c).

The immediately preceding paragraph, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all existing Events of Default under this Indenture, other than the nonpayment of the principal of and accrued and unpaid interest, if any, on the Notes that shall have become due solely by such acceleration, shall have been cured or waived pursuant to Section 3.08, then and in every such case (except as provided in the immediately succeeding sentence) the Holders of a majority in aggregate principal amount of the Notes then-Outstanding, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes and rescind and annul such declaration and its consequences and such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. Notwithstanding anything to the contrary herein, no such waiver or rescission and annulment shall extend to or shall affect any Default or Event of Default resulting from (i) the nonpayment of the principal (including the redemption price, if applicable) of, or accrued and unpaid interest on, any Notes or (ii) a default in respect of a covenant or provision hereof which under Article IX of the Base Indenture cannot be modified or amended without the consent of the Holder of the Notes affected.

Notwithstanding any other provision of this Indenture and any provision of the Notes, the Company's valid utilization of an Optional Deferral Period pursuant to Article IV shall not constitute a default in the payment of interest giving rise to an Event of Default.

Section 3.03 Payments of Notes on Default; Suit Therefor. If an Event of Default described in Section 3.01(a) or Section 3.01(b) shall have occurred and be continuing, the Company shall, upon demand of the Trustee, pay to the Trustee, for the benefit of the Holders of the Notes, the whole amount then due and payable on the Notes for principal and interest, if any, with interest on any overdue principal and interest, if any, at the rate borne by the Notes at such time and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 6.07 of the Base Indenture. If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon the Notes and collect the moneys adjudged or decreed to be

payable in the manner provided by law out of the property of the Company or any other obligor upon the Notes, wherever situated.

In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under Title 11 of the United States Bankruptcy Code, or any other applicable law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 3.03, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and accrued and unpaid interest, if any, in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders of Notes allowed in such judicial proceedings relative to the Company or any other obligor on such Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due to the Trustee under Section 6.07 of the Base Indenture; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Holders of Notes to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders of Notes, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including agents and counsel fees and expenses, and including any other amounts due to the Trustee under Section 6.07 of the Base Indenture, incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the Holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting such Holder or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

All rights of action and of asserting claims under this Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses,

disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders of the Notes, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned because of any waiver pursuant to Section 3.08 or any rescission and annulment pursuant to Section 3.08 or for any other reason or shall have been determined adversely to the Trustee, then and in every such case the Company, the Holders and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Holders and the Trustee shall continue as though no such proceeding had been instituted.

Section 3.04 Application of Monies Collected by Trustee. Any monies or property collected by the Trustee pursuant to this Section 3.04 with respect to the Notes shall be applied in the following order, at the date or dates fixed by the Trustee for the distribution of such monies or property, upon presentation of the several Notes, and, with respect to any certificated Notes, stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First, to the payment of all amounts due the Trustee in all of its capacities under this Indenture;

Second, in case the principal of the Outstanding Notes shall not have become due and be unpaid, to the payment of interest on such Notes in default in the order of the date due of the payments of such interest with interest (to the extent that such interest has been collected by the Trustee) upon such overdue payments at the rate of interest borne by the Notes at such time, such payments to be made ratably to the Persons entitled thereto;

Third, in case the principal of the Outstanding Notes shall have become due, by declaration or otherwise, and be unpaid, to the payment of the whole amount (including, if applicable, the payment of the redemption price) then owing and unpaid upon such Notes for principal and interest, if any, with interest on the overdue principal and, to the extent that such interest has been collected by the Trustee, upon overdue installments of interest at the rate of interest borne by such Notes at such time, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon such Notes, then to the payment of such principal (including, if applicable, the redemption price) and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal (including, if applicable, the redemption price) and accrued and unpaid interest; and

Fourth, to the payment of the remainder, if any, to the Company.

Section 3.05 Proceedings by Holders. Except to enforce the right to receive payment of principal (including, if applicable, the redemption price) or interest when due, no Holder of the

Notes shall have any right by virtue of or by availing of any provision of this Indenture or the Notes to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless:

(a) such Holder previously shall have given to the Trustee written notice of an Event of Default for the Notes and of the continuance thereof;

(b) Holders of at least 33% in aggregate principal amount of the Notes then-Outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder;

(c) such Holders shall have offered to the Trustee such security or indemnity reasonably satisfactory to it against any loss, claim, liability or expense (including reasonable attorney's fees and expenses) to be incurred therein or thereby;

(d) the Trustee for 60 days after its receipt of such notice, request and offer of such security or indemnity, shall have neglected or refused to institute any such action, suit or proceeding; and

(e) no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the Holders of a majority of the aggregate principal amount of the Notes then-Outstanding within such 60-day period pursuant to Section 3.08,

it being understood and intended, and being expressly covenanted by the taker and Holder of every Note with every other taker and Holder of Notes and the Trustee that no one or more Holders of Notes shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of any other Holder, or to obtain or seek to obtain priority over or preference to any other such Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances affect, disturb or prejudice the rights of any other Holder or obtain or seek to obtain priority over or preference to any other Holder), or to enforce any right under this Indenture, except in the manner herein provided and for the equal, ratable and common benefit of all Holders of Notes (except as otherwise provided herein). For the protection and enforcement of this Section 3.05, each and every Holder of Notes and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of this Indenture and any provision of the Notes, and subject to the Company's right to defer the payment of interest on the Notes as provided in Article IV, each Holder shall have the right to receive payment of (x) the principal (including the redemption price, if applicable) of, and (y) accrued and unpaid interest, if any, on, the Notes, on or after the respective due dates expressed or provided for in the Notes or in this Indenture, or to institute suit for the enforcement of any such payment.

Section 3.06 Proceedings by Trustee. In case of an Event of Default, the Trustee may in its discretion proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either

by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in this Indenture or in aid of the exercise of any power granted in this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture or by law.

Section 3.07 Remedies Cumulative and Continuing. Except as provided in Section 3.06 of the Base Indenture, all powers and remedies given by this Article III to the Trustee or to the Holders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Holders of Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in this Indenture, and no delay or omission of the Trustee or of any Holder of any of such Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or Event of Default or any acquiescence therein; and, subject to the provisions of Section 3.05, every power and remedy given by this Article III or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

Section 3.08 Direction of Proceedings and Waiver of Defaults by Majority of Holders. The Holders of a majority of the aggregate principal amount of the Notes at the time Outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to such Notes; provided, however, that (a) such direction shall not be in conflict with any rule of law or with this Indenture, and (b) the Trustee may take any other action deemed proper by the Trustee and that is not inconsistent with such direction. The Trustee may refuse to follow any direction that it determines is unduly prejudicial to the rights of any other Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not any such direction is unduly prejudicial to the rights of another Holder) or that would involve the Trustee in personal liability. The Holders of a majority in aggregate principal amount of the Notes at the time Outstanding may on behalf of the Holders of all of the Notes waive any past Event of Default hereunder and its consequences except any continuing defaults relating to (i) a default in the payment of accrued and unpaid interest, if any, on, or the principal (including any redemption price) of, the Notes when due that has not been cured pursuant to the provisions of this Section 3.08, or (ii) a default in respect of a covenant or provision hereof which under Article IX of the Base Indenture cannot be modified or amended without the consent of the Holder of the Notes affected. Upon any such waiver the Company, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Event of Default hereunder shall have been waived as permitted by this Section 3.08, said Default or Event of Default shall for all purposes of the Notes and this Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 3.09 Notice of Defaults. If a Default occurs and is continuing and a Responsible Officer of the Trustee receives written notice of such Default, the Trustee shall deliver to each Holder notice of the Default within 90 days after a Responsible Officer of the Trustee receives such notice or obtains actual knowledge thereof, unless such Defaults shall have been cured or

waived before the giving of such notice; provided that, except in the case of a Default in the payment of the principal of (including the redemption price, if applicable), or accrued and unpaid interest on, any of the Notes, the Trustee shall be protected in withholding such notice if and so long as it determines that the withholding of such notice is in the interests of the Holders.

Section 3.10 Undertaking to Pay Costs. All parties to this Indenture agree, and each Holder of the Notes by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; provided that the provisions of this Section 3.10 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of Notes at the time Outstanding, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or accrued and unpaid interest, if any, on the Notes (including, but not limited to, the redemption price, if applicable) on or after the due date expressed or provided for in such Note.

ARTICLE IV OPTION TO DEFER INTEREST PAYMENTS

Section 4.01 Option to Defer Interest Payments.

(a) The Company may, at its option, elect at one or more times to defer payment of interest on the Notes, from time to time, for one or more consecutive Interest Periods (each, an "Optional Deferral Period") of up to 20 consecutive Interest Payment Periods (each period commencing on the date that the first such Interest Payment would otherwise have been made on the Notes); provided that the Company may not elect to defer payment of interest on the Notes if an Event of Default with respect to the Notes has occurred and is continuing; provided, further, that the deferral of Interest Payments cannot extend beyond the Maturity Date or end on a day other than the day immediately preceding an Interest Payment Date.

(b) The Company may pay at any time all or any portion of the interest accrued to that point during an Optional Deferral Period. At the end of the Optional Deferral Period or on any redemption date, the Company will be obligated to pay all accrued and unpaid interest. The Company may not pay current interest on the Notes until it has paid all accrued interest on the Notes from the previous Optional Deferral Period.

(c) Once all accrued and unpaid interest on the Notes has been paid, the Company again can defer Interest Payments on the Notes as described above, provided that an Optional Deferral Period cannot extend beyond the Maturity Date of the Notes.

(d) Before the end of any Optional Deferral Period that is shorter than 20 consecutive Interest Payment Periods, the Company may elect, at its option, to extend such Optional Deferral Period, so long as the entire Optional Deferral Period does not exceed 20

consecutive Interest Payment Periods or extend beyond the Maturity Date. The Company may also elect, at its option, to shorten the length of any Optional Deferral Period. No Optional Deferral Period (including as extended or shortened) may end on a day other than the day immediately preceding an Interest Payment Date. At the end of any Optional Deferral Period, if all amounts then due on the Notes, including all accrued and unpaid interest thereon (including, without limitation and to the extent permitted by applicable law, any deferred interest and any Compound Interest), are paid, the Company may elect to begin a new Optional Deferral Period; provided, however, that, without limitation of the foregoing, the Company may not begin a new Optional Deferral Period unless the Company has paid all accrued and unpaid interest on the Notes (including, without limitation and to the extent permitted by applicable law, any deferred interest and any Compound Interest) from any previous Optional Deferral Period.

(e) If the Company defers interest for a period of 20 consecutive Interest Payment Periods from the commencement of an Optional Deferral Period, the Company will be required to pay all accrued and unpaid interest at the conclusion of the 20 consecutive Interest Payment Periods. If the Company fails to pay in full all accrued and unpaid interest at the conclusion of the 20 consecutive Interest Payment Periods, and such failure continues for 30 days, an Event of Default that gives rise to acceleration of principal and interest on the Notes will occur under this Indenture.

(f) During an Optional Deferral Period, interest will continue to accrue on the Notes, and deferred Interest Payments will accrue additional interest on a semi-annual basis at a rate equal to the interest rate then-applicable to the Notes (including, to the extent permitted by applicable law, any Compound Interest). No interest will be due and payable on the Notes until the end of the Optional Deferral Period except upon a redemption of the Notes during the Optional Deferral Period. The Interest Payment Date falling immediately after the last day of an Optional Deferral Period shall not be deemed to fall on a day during such Optional Deferral Period.

(g) No interest will be due or payable on the Notes during any Optional Deferral Period, except upon a redemption pursuant to Section 2.06 of the Notes on any redemption date during such optional deferral period (in which case all accrued and unpaid interest (including, to the extent permitted by applicable law, any Compound Interest) on the Notes to be redeemed to, but excluding, such redemption date will be due and payable on such redemption date), or unless the principal of and interest on the Notes shall have been declared due and payable as the result of an Event of Default with respect to the Notes (in which case all accrued and unpaid interest, including, to the extent permitted by applicable law, any Compound Interest, on the Notes shall become due and payable).

(h) During an Optional Deferral Period, the Company will not, and will cause its majority-owned subsidiaries, as applicable, not to:

(i) declare or pay any dividends or distributions on any shares of the Company's Capital Stock;

(ii) redeem, purchase, acquire or make a liquidation payment with respect to any shares of the Company's Capital Stock;

(iii) make any payment of principal of, or interest (to the extent such interest is deferrable) or premium, if any, on, or repay, repurchase or redeem any of the Company's Indebtedness ranking on a parity with, or ranking junior to, the Notes in right of payment (including debt securities of other series); or

(iv) make any payments with respect to any guarantees by the Company of any Indebtedness if such Guarantees rank on a parity with or junior to the Notes in right of payment.

(i) However, the foregoing provisions of Section 4.01(h) shall not prevent or restrict the Company from making:

(i) purchases, redemptions or other acquisitions of the Company's Capital Stock in connection with any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors, agents or consultants or a stock purchase, dividend reinvestment or similar plan, or the satisfaction of its obligations pursuant to any contract or security outstanding on the date that the payment of interest is deferred requiring it to purchase, redeem or acquire the Company's Capital Stock;

(ii) any payment, repayment, redemption, purchase, acquisition or declaration of a dividend described in clause (h)(i) above as a result of a reclassification of the Company's Capital Stock, or the exchange or conversion of all or a portion of one class or series of the Company's Capital Stock for another class or series of the Company's Capital Stock;

(iii) the purchase of fractional interests in shares of the Company's Capital Stock pursuant to the conversion or exchange provisions of the Company's Capital Stock or the security being converted or exchanged, or in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred;

(iv) declaration or making of dividends, payments or distributions payable in the Company's Capital Stock (or rights to acquire the Company's Capital Stock), or purchases, redemptions or acquisitions of the Company's Capital Stock in connection with the issuance or exchange of the Company's Capital Stock (or of securities convertible into or exchangeable for shares of the Company's Capital Stock) and distributions in connection with the settlement of stock purchase contracts outstanding on the date that the payment of interest is deferred;

(v) redemptions, exchanges, acquisitions or repurchases of, or with respect to, (A) any rights outstanding under any employment contract, incentive plan, benefit plan or similar arrangement of the Company or any of its subsidiaries or (B) in connection with a dividend reinvestment or stock purchase plan, in each case outstanding on the date that the payment of interest is deferred or the declaration or payment thereunder of a dividend or distribution of or with respect to rights in the future;

(vi) implementation of a shareholders rights plan, or issuance of rights, stock or other property under such plan, or redemption, repurchase of otherwise acquisition of any such rights pursuant thereto; or

(vii) settling conversions of any convertible notes that rank equally with the Notes.

(j) In the event that the Company elects to defer any Interest Payment, the Company shall notify the Trustee and the Holders in writing of such election at least one Business Day prior to the Regular Record Date for the Interest Payment Date on which the Company intends to begin an Optional Deferral Period; provided, however, that the Company's failure to pay the interest owed on a particular Interest Payment Date shall also constitute the commencement of an Optional Deferral Period, unless such interest is paid within five Business Days after such Interest Payment Date, whether or not the Company provides a notice of deferral.

(k) In the event that the Company elects to defer any Interest Payment, the Company will give DTC, the Holders of the Notes and the Trustee written notice of its election of, or any shortening or extension of, an Optional Deferral Period at least 15 Business Days prior to the earlier of (1) each next succeeding Interest Payment Date or (2) the date upon which the Company is required to give notice to any applicable self-regulatory organization or to Holders of the Notes of the next succeeding Interest Payment Date or the regular record date therefor. The record date for the payment of deferred interest and, to the extent permitted by applicable law, any compound interest payable on the Interest Payment Date immediately following the last day of an optional deferral period will be the regular record date with respect to such Interest Payment Date.

ARTICLE V FORM OF NOTE

Section 5.01 Form of Note. The Notes and the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the form attached hereto as Exhibit A.

ARTICLE VI ORIGINAL ISSUE OF NOTES

Section 6.01 Original Issue of Notes. The Notes in the initial aggregate principal amount of up to \$700,000,000 may be executed by the Company and delivered to the Trustee for authentication by it, and the Trustee shall thereupon authenticate and deliver said Notes to or upon the written order of the Company, signed by any Officer of the Company, without any further corporate action by the Company.

ARTICLE VII SUBORDINATION

Article XVI of the Base Indenture is replaced in its entirety as follows:

Section 7.01 Subordination.

(a) The Notes will be subordinated in right of payment to the prior payment in full of all Senior Indebtedness. Accordingly, upon:

(i) any payment by, or distribution of the assets of, the Company upon its dissolution, winding-up, liquidation or reorganization, whether voluntary or involuntary or in bankruptcy, insolvency, receivership or other proceedings;

(ii) a failure to pay any interest, principal or other monetary amounts due on any Senior Indebtedness when due and continuance of that default beyond any applicable grace periods; or

(iii) acceleration of the maturity of any Senior Indebtedness as a result of a default;

holders of all Senior Indebtedness will be entitled to receive: (A) in the case of clause (i) above, payment of all amounts due or to become due on all Senior Indebtedness; or (B) in the case of clauses (ii) and clause (iii) above, payment of all amounts due on all Senior Indebtedness, before Holders of the Notes are entitled to receive any payment. So long as any events in clauses (i), (ii) or (iii) above has occurred and is continuing, any amounts payable or assets distributable on the Notes will instead be paid or distributed, as the case may be, directly to holders of Senior Indebtedness to the extent necessary to pay, in the case of clause (i) above, all amounts due or to become due upon all such Senior Indebtedness, or, in the case of clauses (ii) and (iii) above, all amounts due on all such Senior Indebtedness, and, if any such payment or distribution is received by the Trustee or Holders of any of the Notes before all Senior Indebtedness due and to become due, as applicable, is paid, such payment or distribution must be paid over to holders of the unpaid Senior Indebtedness.

Section 7.02 Notice to Trustee of Facts Prohibiting Payments. Notwithstanding any of the provisions of this Article VII or any other provision of this Indenture, the Trustee shall not at any time be charged with knowledge of the existence of any facts that would prohibit the making of any payment of funds to or by the Trustee unless and until a Responsible Officer of the Trustee assigned to its corporate trust division shall have received at the Corporate Trust Office written notice thereof from the Company or from one or more holders of Senior Indebtedness or from any trustee therefor who shall have been certified by the Company or otherwise established to the reasonable satisfaction of the Trustee to be such a holder or trustee; and, prior to the receipt of such written notice, the Trustee, subject to the provisions of Section 6.01 of the Base Indenture, shall be entitled in all respects to assume that no such facts exist; provided that if prior to the fifth Business Day preceding the date upon which by the terms hereof any such funds may become payable, or if prior to the third Business Day preceding the date of the execution of instruments pursuant to Article IX acknowledging satisfaction and discharge of this Indenture, the Trustee shall not have received with respect to such funds the notice provided for in this Section 7.02, then,

anything herein contained to the contrary notwithstanding, the Trustee shall have full power and authority to receive such moneys and/or apply the same to the purpose for which they were received and shall not be affected by any notice to the contrary that may be received by it on or after such date; provided that no such application shall affect the obligations under this Article VII of the Persons receiving such moneys from the Trustee.

Section 7.03 Application by Trustee of Moneys Deposited With It. Anything in this Indenture to the contrary notwithstanding, any deposit of a sum by the Company with the Trustee or any agent (whether or not in trust) for any payment of the principal of (and premium, if any) or interest on the Notes shall, except as provided in Section 7.02, be subject to the provisions of Section 7.01.

Section 7.04 Subrogation. Subject to paying the Senior Indebtedness due and to become due in the case of clause (i) of Section 7.01(a) or Senior Indebtedness due in the case of clauses (ii) and (iii) of Section 7.01(a), the Holders of the Notes shall be subrogated to the rights of the holders of such Senior Indebtedness to receive payments or distributions of assets of the Company applicable to such Senior Indebtedness until the Notes shall be paid in full, and none of the payments or distributions to the holders of such Senior Indebtedness to which the Holders of the Notes or the Trustee would be entitled except for the provisions of this Article VII or of payments over, pursuant to the provisions of this Article VII, to the holders of such Senior Indebtedness by the Holders of such Notes or the Trustee shall, as among the Company, its creditors other than the holders of such Senior Indebtedness, and the Holders of such Notes, be deemed to be a payment by the Company to or on account of such Senior Indebtedness; it being understood that the provisions of this Article VII are and are intended solely for the purpose of defining the relative rights of the Holders of the Notes, on one hand, and the holders of such Senior Indebtedness, on the other hand.

Section 7.05 Subordination Rights Not Impaired by Acts or Omissions of Company or Holders of Senior Indebtedness. No right of any present or future holders of any Senior Indebtedness to enforce subordination as herein provided shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company or by any act or failure to act, in good faith, by any such holder, or by any noncompliance by the Company with the terms, provisions and covenants of this Indenture, regardless of any knowledge thereof with which any such holder may have or be otherwise charged. The holders of Senior Indebtedness may, at any time or from time to time and in their absolute discretion, change the manner, place or terms of payment, change or extend the time of payment of, or renew or alter, any such Senior Indebtedness, or amend or supplement any instrument pursuant to which any such Senior Indebtedness is issued or by which it may be secured, or release any security therefor, or exercise or refrain from exercising any other of their rights under the Senior Indebtedness including, without limitation, the waiver of default thereunder, all without notice to or assent from the Holders or the Trustee and without affecting the obligations of the Company, the Trustee or the Holders under this Article VII.

Section 7.06 Right of Trustee to Hold Senior Indebtedness. The Trustee shall be entitled to all of the rights set forth in this Article VII in respect of any Senior Indebtedness at any time held by it in its individual capacity to the same extent as any other holder of such Senior

Indebtedness, and nothing in this Indenture shall be construed to deprive the Trustee of any of its rights as such holder.

Section 7.07 Not to Prevent Defaults (Including Events of Default). The failure to make any payment pursuant to the terms of the Notes by reason of any provision in this Article VII shall not be construed as preventing the occurrence of a Default (including an Event of Default, if any).

Section 7.08 Trustee's Rights to Compensation, Reimbursement of Expenses and Indemnification. The Trustee's rights to compensation, reimbursement of expenses and indemnification under Section 6.07 of the Base Indenture are not subordinated to the payment of Senior Indebtedness.

Section 7.09 Article Applicable to Paying Agents. The term "Trustee" as used in this Article VII shall (unless the context shall otherwise require) be construed as extending to and including each Paying Agent, Authenticating Agent and Security Registrar appointed by the Company or the Trustee, as the case may be, and acting hereunder within its meaning as fully for all intents and purposes as if such Paying Agent or Security Registrar were named in this Article VII in addition to the Trustee; provided that Section 7.02 and Section 7.06 shall not apply to the Company or any Affiliate of the Company if the Company or such Affiliate acts as Paying Agent or Security Registrar.

Section 7.10 Trustee Not Fiduciary for Holders of Senior Indebtedness. The Trustee shall not be deemed to owe any fiduciary duty to the holders of Senior Indebtedness and shall not be liable to any such holders if the Trustee shall in good faith mistakenly pay over or distribute to Holders of Notes or to the Company or to any other person cash, property or securities to which any holders of Senior Indebtedness shall be entitled by virtue of this Article VII or otherwise. With respect to the holders of Senior Indebtedness, the Trustee undertakes to perform or to observe only such of its covenants or obligations as are specifically set forth in this Article VII and no implied covenants or obligations with respect to holders of Senior Indebtedness shall be read into this Indenture against the Trustee.

ARTICLE VIII SUPPLEMENTAL INDENTURE

Article IX of the Base Indenture is replaced in its entirety as follows:

Section 8.01 Supplemental Indentures without Consent of Holders. Without the consent of any Holders, the Company and the Trustee, at the Company's expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for one or more of the following purposes:

- (a) to cure any ambiguity, omission, defect or inconsistency;
- (b) to provide for the assumption by a Successor Company of the obligations of the Company under this Indenture pursuant to Article X;
- (c) to add guarantees with respect to the Notes;

- (d) to secure the Notes;
- (e) to add to the covenants or Events of Default of the Company for the benefit of the Holders or surrender any right or power conferred upon the Company;
- (f) to make any change that does not adversely affect the rights of any Holder as determined by the Company in good faith;
- (g) to conform the provisions of this Indenture or the Notes to the “Description of Notes” section of the Company’s prospectus supplement, dated September 30, 2025, as evidenced in an Officer’s Certificate;
- (h) to comply with the rules of any applicable Depository, including DTC, so long as such amendment does not adversely affect the rights of any Holder in any material respect;
- (i) to appoint a successor Trustee with respect to the Notes; or
- (j) to provide for the acceptance of appointment by a successor Trustee, Security Registrar or Paying Agent to facilitate the administration of the trusts under this Indenture by more than one trustee.

Upon the written request of the Company, the Trustee is hereby authorized to join with the Company in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any supplemental indenture that affects the Trustee’s own rights, duties or immunities under this Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 8.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 8.02.

Section 8.02 Supplemental Indenture with Consent of Holders. With the consent of the Holders of at least a majority of the aggregate principal amount of the Notes then Outstanding (including, without limitation, consents obtained in connection with a repurchase of, or tender or exchange offer for, the Notes), the Company and the Trustee, at the Company’s expense, may from time to time and at any time enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture, the Notes or any supplemental indenture or of modifying in any manner the rights of the Holders; provided, however, that, without the consent of each Holder of an Outstanding Note affected, no such supplemental indenture shall:

- (a) reduce the principal amount of Notes whose Holders must consent to an amendment;
- (b) reduce the rate of or extend the stated time for payment of interest on the Notes beyond the maximum time period of any permitted deferral of interest pursuant to Article IV or to increase the maximum time period for any such interest deferral or to increase the maximum number of times the Company may defer such Interest Payment;

- (c) reduce the principal of or extend the Maturity Date of the Notes;
- (d) reduce the redemption price of the Notes or amend or modify in any manner adverse to the Holders the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;
- (e) make the Notes payable in a currency, or at a place of payment, other than that stated in the Note;
- (f) change the subordination provisions of the Notes set forth in Article VII in a manner adverse to Holders; or
- (g) make any change in this Article VIII that requires each Holder's consent or in the waiver provisions in Section 3.02 or Section 3.08.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid and subject to Section 8.05, the Trustee shall join with the Company in the execution of such supplemental indenture unless such supplemental indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such supplemental indenture.

Holders do not need under this Section 8.02 to approve the particular form of any proposed supplemental indenture. It shall be sufficient if such Holders approve the substance thereof. After any such supplemental indenture becomes effective, the Company shall deliver to the Holders a notice (with a copy to the Trustee) briefly describing such supplemental indenture. However, the failure to give such notice to all the Holders (with a copy to the Trustee), or any defect in the notice, will not impair or affect the validity of the supplemental indenture.

Section 8.03 Conformity with Trust Indenture. Every supplemental indenture executed pursuant to this Article VIII shall conform to the requirements of the Trust Indenture Act.

Section 8.04 Effect of Supplemental Indentures. Upon the execution of any supplemental indenture pursuant to the provisions of this Article VIII, this Indenture shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitation of rights, obligations, duties, indemnities, privileges and immunities under this Indenture of the Trustee, the Company and the Holders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments and all the terms and conditions of any such supplemental indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 8.05 Notation on Notes. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to the provisions of this Article VIII may, at the Company's expense, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company or the Trustee shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Company, to any modification of this Indenture contained in any such supplemental indenture may, at the Company's expense, be prepared and executed by the Company, authenticated by the Trustee (or an Authenticating Agent

duly appointed by the Trustee pursuant to Section 6.14 of the Base Indenture) upon receipt of an Officer's Certificate, an Opinion of Counsel and a Company Order and delivered in exchange for the Notes then outstanding, upon surrender of such Notes then outstanding.

Section 8.06 Evidence of Compliance of Supplemental Indenture to Be Furnished. In addition to the documents required by Section 1.02 of the Base Indenture, the Trustee shall receive an Officer's Certificate and an Opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant hereto complies with the requirements of this Article VIII and is permitted or authorized by this Indenture; provided that such Opinion of Counsel shall include a customary legal opinion stating that such supplemental indenture is the valid and binding obligation of the Company, subject to customary exceptions and qualifications. The Trustee shall have no responsibility for determining whether any amendment or supplemental indenture will or may have an adverse effect on any Holder.

ARTICLE IX SATISFACTION AND DISCHARGE

Article IV of the Base Indenture is replaced in its entirety as follows:

Section 9.01 Satisfaction and Discharge. (a) This Indenture and the Notes shall cease to be of further effect when (i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.06 of the Base Indenture and (y) Notes for whose payment money has heretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust, as provided in Section 10.03 of the Base Indenture) have been delivered to the Trustee for cancellation; or (ii) the Company has irrevocably deposited with the Trustee or delivered to Holders, as applicable, after the Notes have become due and payable, whether on the Maturity Date, any Redemption Date or otherwise, cash sufficient, without consideration of reinvestment, to pay all of the Outstanding Notes and all other sums due and payable under this Indenture or the Notes by the Company; and (b) the Trustee upon request of the Company contained in an Officer's Certificate and at the expense of the Company, shall execute such instruments reasonably requested by the Company acknowledging satisfaction and discharge of this Indenture and the Notes, when the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture and the Notes have been complied with. Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Company to the Trustee under Section 6.07 of the Base Indenture shall survive.

ARTICLE X CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Article VIII of the Base Indenture is replaced in its entirety as follows:

Section 10.01 Company May Consolidate, Etc. on Certain Terms. Subject to the provisions of Section 10.02, the Company shall not consolidate with, merge with or into, or sell, convey, transfer or lease all or substantially all of the consolidated properties and assets of the Company and its Subsidiaries, taken as a whole, to another Person (other than any such sale,

conveyance, transfer or lease to one or more of the Company's direct or indirect wholly owned Subsidiaries) unless:

(a) the resulting, surviving or transferee Person (the "Successor Company"), if not the Company, shall be a corporation organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and the Successor Company (if not the Company) shall expressly assume, by supplemental indenture all of the obligations of the Company under the Notes and this Indenture; and

(b) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under this Indenture.

For purposes of this Section 10.01, the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of one or more Subsidiaries of the Company to another Person, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the consolidated properties and assets of the Company and its Subsidiaries, taken as a whole, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the consolidated properties and assets of the Company and its Subsidiaries, taken as a whole, to another Person.

Section 10.02 Successor Company to Be Substituted. In case of any such consolidation, merger, sale, conveyance, transfer or lease and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and accrued and unpaid interest on all of the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Company, such Successor Company (if not the Company) shall succeed to and, except in the case of a lease of all or substantially all of the consolidated properties and assets of the Company and its Subsidiaries, taken as a whole, shall be substituted for the Company, with the same effect as if it had been named herein as the party of the first part, and may thereafter exercise every right and power of the Company under this Indenture. Such Successor Company thereupon may cause to be signed, and may issue either in its own name or in the name of the Company any or all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such Successor Company instead of the Company and subject to all the terms, conditions and limitations in this Indenture prescribed, the Trustee shall authenticate and shall deliver, or cause to be authenticated and delivered, any Notes that previously shall have been signed and delivered by the Officers of the Company to the Trustee for authentication, and any Notes that such Successor Company thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Notes so issued shall in all respects have the same legal rank and benefit under this Indenture as the Notes theretofore or thereafter issued in accordance with the terms of this Indenture as though all of such Notes had been issued at the date of the execution hereof. In the event of any such consolidation, merger, sale, conveyance or transfer (but not in the case of a lease), upon compliance with this Article X the Person named as the "Company" in the first paragraph of this Indenture (or any successor that shall thereafter have become such in the manner prescribed in this Article X) may be dissolved, wound up and liquidated at any time thereafter and, except in the case of a lease, such Person shall be released from its liabilities as obligor and maker of the Notes and from its obligations under this Indenture and the Notes. In case of any such consolidation,

merger, sale, conveyance, transfer or lease, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

Section 10.03 Officer's Certificate and Opinion of Counsel to Be Given to Trustee. No such consolidation, merger, sale, conveyance, transfer or lease shall be effective unless the Trustee shall receive an Officer's Certificate and an Opinion of Counsel each stating and as conclusive evidence that any such consolidation, merger, sale, conveyance, transfer or lease and any such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, complies with the provisions of this Article X.

ARTICLE XI OTHER AMENDMENTS

Section 11.01 Amendment to Section 1.05 of the Base Indenture.

Section 1.05 of the Base Indenture is replaced in its entirety as follows:

“Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be made upon, given or furnished to, or filed with

(a) the Trustee by any Holder or by the Company shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with the Trustee at its Corporate Trust Office, Attention: Institutional Trust Services,

(b) the Company by the Trustee or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to the Company addressed to the attention of the Treasurer of the Company at the address of the Company's principal office specified in the first paragraph of this instrument or at any other address previously furnished in writing to the Trustee by the Company

The Trustee shall have the right to accept and act upon instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means (as defined below); provided, however, that the Company shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Company whenever a person is to be added or deleted from the listing. If the Company elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Company understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Company shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Company and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt

by the Company. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Company agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Company; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder."

Section 11.02 Amendment to Section 1.12 of the Base Indenture.

Section 1.12 of the Base Indenture is replaced in its entirety as follows:

"THIS INDENTURE AND THE SECURITIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

The Company irrevocably consents and submits, for itself and in respect of any of its assets or property, to the non-exclusive jurisdiction of any court of the State of New York or any United States federal court sitting, in each case, in the Borough of Manhattan, the City of New York, New York, United States of America, and any appellate court from any thereof in any suit, action or proceeding that may be brought in connection with this Indenture or the securities, and waives any immunity from the jurisdiction of such courts.

The Company irrevocably waives, to the fullest extent permitted by law, any objection to any such suit, action or proceeding that may be brought in such courts whether on the grounds of venue, residence or domicile or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum."

Section 11.03 Amendment to Section 6.01 of the Base Indenture.

Section 6.01 of the Base Indenture is amended and restated in its entirety as follows:

"The duties and responsibilities of the Trustee shall be as provided by the Trust Indenture Act.

The Company, each Holder by its acceptance of the Notes and the Trustee hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to

trial by jury in any legal proceeding arising out of or relating to this Indenture, the Notes or the transactions contemplated hereby.”

Section 11.04 Amendment to Section 6.02 of the Base Indenture.

Section 6.02 of the Base Indenture is amended and restated in its entirety as follows:

“If a default occurs hereunder with respect to Securities of any series, the Trustee shall give the Holders of Securities of such series notice of such default as and to the extent provided by the Trust Indenture Act; provided, however, that in the case of any default of the character specified in Section 3.01(c) with respect to Securities of such series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section 6.02, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of such series.

The Trustee is not required to take notice or deemed to have notice of any Event of Default with respect to the Securities, unless a Responsible Officer shall have received written notice of such Event of Default from the Company, any Subsidiary or the Holder of any Security.

If an Event of Default has occurred and is continuing and actually known to a Responsible Officer of the Trustee, the Trustee, as applicable, will exercise such of the rights and powers vested in it by this Indenture and use the same degree of care in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person’s own affairs.”

Section 11.05 Amendment to Section 6.03 of the Base Indenture.

Section 6.03 of the Base Indenture is amended and restated in its entirety as follows:

(a) “the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order, and any resolution of the Board of Directors shall be sufficiently evidenced by a Board Resolution;

(c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may rely upon an Officers’ Certificate;

(d) the Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection

in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney;

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(h) the Trustee is not required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture;

(i) in the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Holders of Securities, each representing less than a majority in aggregate principal amount of the Securities Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken;

(j) the Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal and final payment of the Securities;

(k) except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any prospectus supplement or other disclosure material distributed with respect to the Securities, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Securities;

(l) delivery of reports or other information by the Trustee shall not constitute actual or constructive knowledge or notice upon the Trustee;

(m) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts;

(n) the Trustee will not be liable with respect to any action taken or omitted in good faith in accordance with directions received by the required Holders;

(o) The delivery of any reports, information and documents to the Trustee (including pursuant to Section 7.04) is for informational purposes only and the Trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of their covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officers' Certificates or Opinions of Counsel, as applicable);

(p) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action based on its good faith reliance upon such opinion or advice or for any errors in judgment made in good faith;

(q) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of their obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, governmental action, wire, communications or computer (software and hardware) services; and

(r) In order to comply with applicable tax laws, rules and regulations (inclusive of directives, guidelines and interpretations promulgated by competent authorities) in effect from time to time ("Applicable Tax Law") related to this Indenture, the Company agrees (i) to provide to the Trustee information about holders or other applicable parties and/or transactions (including any modification to the terms of such transactions) that is within the possession of the Company and reasonably requested by the Trustee so the Trustee can determine whether it has tax related obligations under Applicable Tax Law and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under this Indenture to the extent necessary to comply with Applicable Tax Law for which the Trustee shall not have any liability."

ARTICLE XII TAX TREATMENT

Section 12.01 Tax Treatment. The Company agrees, and by acquiring an interest in a Note each Holder and beneficial owner of a Note agrees, to treat the Notes as indebtedness for U.S. federal, state and local tax purposes.

ARTICLE XIII THE TRUSTEE

Section 13.01 Appointment of Trustee. Pursuant to the Base Indenture and pursuant to this Supplemental Indenture, the Company hereby appoints the Trustee as Trustee under the Base Indenture with respect to the Notes, and by execution hereof the Trustee accepts such appointment. Pursuant to the Base Indenture, all the rights, powers, trusts and duties of the Trustee under the Base Indenture shall be vested in the Trustee with respect to the Notes and there shall continue to be vested in the Trustee all of its rights, powers, trusts and duties as Trustee under the Base Indenture with respect to all of the series of Securities as to which it has served and continues to serve as Trustee.

Section 13.02 Eligibility of Trustee. The Trustee hereby represents that it is qualified and eligible under Section 6.09 of the Base Indenture and the provisions of the Trust Indenture Act to accept its appointment as Trustee with respect to the Notes under the Base Indenture and hereby accepts the appointment as such Trustee.

Section 13.03 Security Registrar and Paying Agent. Pursuant to the Base Indenture, the Company hereby appoints The Bank of New York Mellon Trust Company, National Association as registrar and “Paying Agent” with respect to the Notes.

Section 13.04 Concerning the Trustee. The Trustee does not assume any duties, responsibilities or liabilities by reason of this Supplemental Indenture other than as set forth in the Base Indenture or as expressly set forth herein and, in carrying out its responsibilities hereunder, shall have all of the rights, powers, privileges, protections, duties and immunities which it possesses under the Base Indenture.

Section 13.05 Patriot Act Requirements of Trustee. The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Supplemental Indenture agree that they will provide to the Trustee such information as it may request, from time to time, in order for the Trustee to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

Section 13.06 Notice upon Trustee. Any notice, direction, request, demand, consent or waiver by the Company or any Holder to or upon the Trustee, Security Registrar or Paying Agent

for the Notes shall be deemed to have been sufficiently given, made or filed, for all purposes, if given, made or filed in writing at the Corporate Trust Office.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Ratification of Indenture; Supplemental Indenture Controls. The Base Indenture, as supplemented and (solely for purposes of the Notes) amended by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided. The provisions of this Supplemental Indenture shall supersede the provisions of the Base Indenture to the extent the Base Indenture is inconsistent herewith with respect to the Notes only.

Section 14.02 Recitals. The recitals herein contained are made by the Company only and not by the Trustee, and the Trustee does not assume any responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. All of the provisions contained in the Base Indenture in respect of the rights, powers, privileges, protections, duties and immunities of the Trustee shall be applicable in respect of the Notes and of this Supplemental Indenture as fully and with like effect as if set forth herein in full.

Section 14.03 Separability. In case any one or more of the provisions contained in this Supplemental Indenture or in the Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture or of the Notes, but this Supplemental Indenture and the Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 14.04 Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. This Supplemental Indenture and any ancillary documents may be signed by manual, facsimile or electronic signature, provided any electronic signature is a true representation of the signer's actual signature.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/Christopher A. Foster
Name: Christopher A. Foster
Title: Executive Vice President and Chief
Financial Officer

Attest:

/s/Vincent A. Mercaldi
Name: Vincent A. Mercaldi
Title: Secretary

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: /s/Ann M. Dolezal
Name: Ann M. Dolezal
Title: Vice President

EXHIBIT A

**[FORM OF 5.950% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED
NOTES, SERIES D, DUE 2056]**

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS NOTE IS EXCHANGEABLE FOR NOTES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN A TRANSFER OF THIS NOTE AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY) MAY BE REGISTERED EXCEPT IN SUCH LIMITED CIRCUMSTANCES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY AND ANY PAYMENT HEREON IS MADE TO CEDE & CO., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY A PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THE NOTES EVIDENCED HEREBY WILL BE ISSUED, AND MAY BE TRANSFERRED, ONLY IN DENOMINATIONS OF \$2,000 AND ANY GREATER INTEGRAL MULTIPLE OF \$1,000, EXCEPT AS PROVIDED IN THE SUPPLEMENTAL INDENTURE. ANY ATTEMPTED TRANSFER, SALE OR OTHER DISPOSITION OF NOTES IN A DENOMINATION OF NOTES IN A DENOMINATION OF LESS THAN \$1,000 SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER EXCEPT AS PROVIDED IN THE SUPPLEMENTAL INDENTURE. ANY SUCH TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF SUCH NOTES FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE RECEIPT OF PAYMENTS IN RESPECT OF SUCH NOTES, AND SUCH TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN SUCH NOTES.

CENTERPOINT ENERGY, INC.
\$[]
5.950% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED NOTES
SERIES D, DUE 2056
Dated: October 2, 2025

NUMBER R-[] CUSIP NO: 15189T BS5

Registered Holder: CEDE & CO. ISIN NO: US15189TBS50

CENTERPOINT ENERGY, INC., a corporation duly organized and existing under the laws of the state of Texas (herein referred to as the “Company,” which term includes any successor person under the Indenture hereinafter referred to), for value received, hereby promises to pay to the Registered Holder named above, the principal sum specified in the Schedule of Increases or Decreases in this Note annexed hereto on April 1, 2056 (the “Maturity Date”), and to pay (subject to deferral as set forth herein) interest thereon (i) from and including the date of the original issuance to, but excluding, April 1, 2031 (the “First Reset Date”) at an annual rate of 5.950% and (ii) from and including April 1, 2031 during each Interest Reset Period at an annual rate equal to the Five-Year Treasury Rate as of the most recent Reset Interest Determination Date, plus a spread of 2.223%; *provided* that the interest rate during any Interest Reset Period will not reset below 5.950% per annum (which is the same interest rate as in effect from and including the original issue date to, but excluding, the First Reset Date). Subject to the Company’s right to defer interest payments as set forth in the Supplemental Indenture (as defined on the reverse hereof), interest is payable semi-annually in arrears on April 1 and October 1 of each year beginning on April 1, 2026 (the “Interest Payment Dates”), until the principal thereof is paid or made available for payment. If interest payments are deferred or otherwise not paid, they will accrue and compound until paid at the same rate at which the Notes (as defined on the reverse hereof) bear interest to the extent permitted by law. As permitted by the terms of the Notes, if interest payments are deferred or otherwise not paid up to a redemption date that does not fall on an Interest Payment Date, they will accrue and compound until paid at the same rate at which the Notes bear interest to the extent permitted by law.

The amount of interest payable for any period will be computed on the basis of a 360-day year of twelve 30-day months, and with respect to any period less than a full calendar month, on the basis of the actual number of days elapsed during the period. The interest so payable on an Interest Payment Date will be paid to the Person in whose name this Note is registered, at the close of business on the Regular Record Date next preceding such Interest Payment Date; provided that interest payable at Maturity Date will be paid to the Person to whom principal is payable. Any such interest that is not so punctually paid or duly provided for, and that is not deferred as described below, will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid (i) to the Person in whose name this Note (or any Note issued upon registration of transfer or exchange thereof) is registered at the close of business on the record date for the payment of such defaulted interest established in accordance with Section 3.07 of the Base Indenture or (ii) at any time in any other lawful manner not inconsistent with the requirements of the securities exchange, if any, on which the Note may be listed, and upon such notice as may be required by such exchange. The “Regular Record Date” with respect to any Interest Payment Date

for the Notes, will be the close of business on March 15 or September 15 (whether or not such day is a Business Day) immediately preceding the applicable April 1 or October 1 Interest Payment Date.

If an Interest Payment Date or the Maturity Date or the date (if any) on which the Company is required to purchase the Notes falls on a day that is not a Business Day, the applicable payment will be made on the next succeeding Business Day, and no interest shall accrue or be paid in respect of such delay.

This Note may be presented for payment of principal and interest at the office of the Paying Agent, in Pittsburgh, Pennsylvania; provided, however, that at the option of the Company, interest on this Note may be paid by check mailed to the address of the Person entitled thereto, as the address shall appear on the Security Register, or by a wire transfer to an account designated by the Person entitled thereto. Payment of the principal and interest on this Note shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

“Calculation Agent” means the Company, an affiliate of the Company selected by the Company, or any other firm appointed by the Company, in each case, in the Company’s sole discretion, acting as calculation agent in respect of the Notes.

“Five-Year Treasury Rate” means, as of any Reset Interest Determination Date, the average of the yields on actively traded U.S. Treasury securities adjusted to constant maturity, for five-year maturities, for the most recent five Business Days appearing under the caption “Treasury Constant Maturities” in the Most Recent H.15. If the Five-Year Treasury Rate cannot be determined pursuant to the preceding sentence, the Calculation Agent, after consulting such sources as it deems comparable to any of the foregoing calculations, or any such source as it deems reasonable from which to estimate the Five-Year Treasury Rate, will determine the Five-Year Treasury Rate in its sole discretion, provided that if the Calculation Agent determines there is an industry-accepted successor Five-Year Treasury Rate, then the Calculation Agent will use such successor rate. If the Calculation Agent has determined a substitute or successor base rate in accordance with the foregoing, the Calculation Agent in its sole discretion may determine the business day convention, the definition of “Business Day” and the Reset Interest Determination Date to be used and any other relevant methodology for calculating such substitute or successor base rate, including any adjustment factor needed to make such substitute or successor base rate comparable to the Five-Year Treasury Rate, in a manner that is consistent with industry-accepted practices for such substitute or successor base rate.

“H.15” means the daily statistical release designated as such, or any successor publication as determined by the Calculation Agent in its sole discretion, published by the Board of Governors of the Federal Reserve System.

“Interest Payment Period” means the semi-annual period from, and including, an Interest Payment Date to, but excluding, the next succeeding Interest Payment Date, except for the first Interest Payment Date, which shall be the period from, and including, October 2, 2025 to, but excluding, April 1, 2026.

“Interest Reset Period” means the period from and including April 1, 2031 to, but excluding, the next following Reset Date and thereafter each period from and including each Reset Date to, but excluding, the next following Reset Date or the Maturity Date or date of redemption, as the case may be.

“Most Recent H.15” means the H.15 published closest in time but prior to the close of business on the applicable Reset Interest Determination Date.

“Reset Date” means April 1, 2031 and each date falling on the five-year anniversary of the preceding Reset Date.

“Reset Interest Determination Date” means, in respect of any Interest Reset Period, the day falling two Business Days prior to the beginning of the applicable Interest Reset Period.

So long as no Event of Default with respect to the Notes has occurred and is continuing, the Company shall have the right on one or more occasions, to defer payment of all or part of the current and accrued interest otherwise due on this Security by extending the interest payment period for up to twenty (20) consecutive Interest Payment Periods (each period, commencing on the date that the first such interest payment would otherwise have been made, an “Optional Deferral Period”). The Company may not elect to defer payment of interest if an Event of Default (as set forth in the Supplemental Indenture) with respect to the Notes has occurred and is continuing; provided that the deferral of interest payments may not extend beyond the Maturity Date or end on a day other than the day immediately preceding an Interest Payment Date. As provided in the Indenture, interest will continue to accrue on the Notes, and deferred interest payments will accrue additional interest on a semi-annual basis at a rate equal to the interest rate then-applicable to the Notes, including, to the extent permitted by law, interest on the deferred interest (“Compound Interest”). No interest shall be due and payable during an Optional Deferral Period, except at the end of such Optional Deferral Period or upon a redemption of this Note during such Optional Deferral Period.

So long as no Event of Default shall have occurred and be continuing, prior to the termination of any Optional Deferral Period, the Company may further defer the payment of interest by extending such Optional Deferral Period; provided that such Optional Deferral Period together with all such previous and further deferrals of interest payments shall not exceed twenty (20) consecutive Interest Payment Periods at any one time or extend beyond the Maturity Date. Upon the termination of any Optional Deferral Period, which shall be an Interest Payment Date, the Company shall pay all interest accrued and unpaid on this Note, including any Compound Interest, to the Person in whose name this Note is registered on the Regular Record Date for such Interest Payment Date, provided that interest accrued and unpaid on this Security, including any Compound Interest, payable at the Maturity Date or on any Tax Event Redemption Date will be paid to the Person to whom principal is payable. Once the Company pays all interest accrued and unpaid on this Note, including any Compound Interest, it shall be entitled again to defer interest payments on this Note as described above.

The Company may redeem the Notes in whole or in part upon not less than 10 nor more than 60 days’ notice, at a redemption price equal to 100% of the principal amount of the Notes

being redeemed plus accrued and unpaid interest to, but excluding, the Redemption Date (i) on any day in the period commencing on the date falling 90 days prior to the First Reset Date and ending on and including the First Reset Date and (ii) after the First Reset Date, on any Interest Payment Date.

In addition, the Notes may be redeemable, in whole but not in part, at the option of the Company, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture (except as otherwise set forth below), following the occurrence of a Tax Event (as defined below), at a redemption price equal to the sum of: (1) 100% of the principal amount of the Notes being redeemed plus (2) accrued and unpaid interest (including any Compound Interest) thereon, if any, to such Tax Event Redemption Date.

“Tax Event” means receipt by the Company of a written opinion of a nationally recognized accounting firm or counsel experienced in such matters to the effect that, as a result of:

(a) any amendment to, clarification of, or change, including any announced prospective change, in the laws or treaties of the United States or any of its political subdivisions or taxing authorities, or any regulations under those laws or treaties;

(b) an administrative action, which means any judicial decision or any official administrative pronouncement, ruling, regulatory procedure, notice or announcement including any notice or announcement of intent to issue or adopt any administrative pronouncement, ruling, regulatory procedure or regulation;

(c) any amendment to, clarification of, or change in the official position or the interpretation of any administrative action or judicial decision or any interpretation or pronouncement that provides for a position with respect to an administrative action or judicial decision that differs from the previously generally accepted position, in each case by any legislative body, court, governmental authority or regulatory body, regardless of the time or manner in which that amendment, clarification or change is introduced or made known; or

(d) a threatened challenge asserted in writing in connection with a tax audit of the Company or any of its subsidiaries, or a publicly-known threatened challenge asserted in writing against any other taxpayer that has raised capital through the issuance of securities that are substantially similar to the Notes,

which amendment, clarification or change is effective or administrative action is taken or judicial decision, interpretation or pronouncement is issued or threatened challenge is asserted or becomes publicly known after September 30, 2025, there is more than an insubstantial risk that interest payable by the Company on the Notes is not deductible, or within 90 days would not be deductible, in whole or in part, by the Company for United States federal income tax purposes.

In addition, the Notes may be redeemable, in whole but not in part, at the option of the Company, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture (except as otherwise set forth in the immediately succeeding paragraph), following the occurrence of a Rating Agency Event (as defined below), at a redemption price equal to 102% of the principal amount of the Notes being redeemed plus accrued and unpaid interest (including any

Compound Interest) to, but excluding, such Tax Event Redemption Date. “Rating Agency Event” means, as of any date, a change, clarification or amendment in the methodology in assigning equity credit to securities such as the Notes published by any nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act (or any successor provision thereto) that then publishes a rating for the Company (together with any successor thereto, a “Rating Agency”), (i) as such methodology was in effect on September 30, 2025, in the case of any Rating Agency that published a rating for the Company on September 30, 2025, or (ii) as such methodology was in effect on the date such Rating Agency first published a rating for the Company, in the case of any Rating Agency that first publishes a rating for the Company on September 30, 2025 (in the case of either clause (i) or (ii), the “Current Methodology”), that results in (a) any shortening of the length of time for which a particular level of equity credit pertaining to the Notes by such Rating Agency would have been in effect had the Current Methodology not been changed, clarified or amended or (b) a lower equity credit (including up to a lesser amount) being assigned by such Rating Agency to the Notes as of the date of such change, clarification or amendment than the equity credit that would have been assigned to the Notes by such Rating Agency had the Current Methodology not been changed, clarified or amended.

The indebtedness of the Company evidenced by this Note, including the principal hereof and interest hereon, is, to the extent and in the manner set forth in the Indenture, subordinate and junior in right of payment to the Company’s obligations to Holders of Senior Indebtedness of the Company and each Holder of this Note, by acceptance hereof, agrees to and shall be bound by such provisions of the Indenture and all other provisions of the Indenture.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

In the event of any inconsistency between the provisions of this Note and the provisions of the Indenture, the provisions of the Indenture shall govern and control.

This Note shall not be entitled to any benefit under the Indenture, or be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been manually or electronically signed by an authorized signatory of the Trustee under the Indenture.

IN WITNESS WHEREOF, CENTERPOINT ENERGY, INC. has caused this instrument to be duly executed.

Dated: October 2, 2025

CENTERPOINT ENERGY, INC.

By: _____
Name: Christopher A. Foster
Title: Executive Vice President and Chief
Financial Officer

Attest:

Name: Vincent A. Mercaldi
Title: Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities, of the series designated herein, referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION
As Trustee

Dated: October 2, 2025

By: _____
Authorized Signatory

REVERSE OF NOTE

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued pursuant to the Junior Subordinated Indenture (the “Base Indenture”), dated as of August 14, 2024, between the Company and The Bank of New York Mellon Trust Company, National Association, as supplemented and amended by the Supplemental Indenture No. 3 dated as of October 2, 2025 by and between the Company and the Trustee (the “Supplemental Indenture”, and together with the Base Indenture and any amendments or supplements thereto, as the same may be hereafter supplemented or amended from time to time, the “Indenture”). Reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders (the word “Holder” or “Holders” meaning the registered holder or registered holders) of the Notes. This Security is one of the series designated on the face hereof (the “Notes”), which is initially limited in aggregate principal amount to \$700,000,000; *provided, however*, that the authorized aggregate principal amount of the Securities may be increased above such amount by a Board Resolution to such effect.

Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Indenture.

The Notes are not subject to the operation of any sinking fund and, except as set forth in the Supplemental Indenture, are not repayable at the option of a Holder thereof prior to the Maturity Date.

In the case an Event of Default, as defined in the Indenture, shall have occurred and be continuing, the principal of all of the Notes may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Company will not pay any additional amounts to any Holder in respect of any tax, assessment or governmental charge.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Notes outstanding. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Notes at the time outstanding, on behalf of the Holders of all outstanding Notes, to waive compliance by the Company with certain provisions of the Indenture, and contains provisions permitting the Holders of specified percentages in principal amount in certain instances of the outstanding Notes, to waive on behalf of all of the Holders of Notes, certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

As provided in and subject to the provisions of the Indenture, no Holder of Notes shall have any right by virtue of or by availing of any provision of the Indenture to institute any suit, action or proceeding in equity or at law upon or under or with respect to the Indenture or for the appointment of a trustee, receiver, liquidator, custodian or other similar official, or for any other remedy hereunder, unless such holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as provided in the Indenture, and unless also the Holders of at least 33% in aggregate principal amount of Notes then-outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee under the Indenture and such Holders shall have offered to the Trustee such security or indemnity reasonably satisfactory to it against any loss, claim, liability or expense (including reasonable attorney's fees and expenses), the Trustee for 60 days after its receipt of such notice, request and offer of such security or indemnity, shall have neglected or refused to institute any such action, suit or proceeding and no direction inconsistent with such written request shall have been given to the Trustee pursuant to Section 5.12 of the Base Indenture; it being understood and intended, and being expressly covenanted by the taker and Holder of every Note with every other taker and Holder and the Trustee, that no one or more Holders of Notes shall have any right in any manner whatever by virtue of or by availing of any provision of this Indenture to affect, disturb or prejudice the rights of the Holders of any other of such Securities, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under the Indenture, except in the manner therein provided and for the equal, ratable and common benefit of all Holders of Securities. For the protection and enforcement of the provisions of Section 3.05 of the Supplemental Indenture, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Nothing contained in the Indenture is intended to or shall impair, as between the Company and the Holders of the Notes, the obligation of the Company, which is absolute and unconditional, to pay to such Holders the principal of and interest on such Notes when, where and as the same shall become due and payable, all in accordance with the terms of the Notes, or is intended to or shall affect the relative rights of such Holders and creditors of the Company other than the holders of the Senior Indebtedness of the Company, nor shall anything herein or therein prevent the Trustee or the Holder of any Security from exercising all remedies otherwise permitted by applicable law upon default under the Indenture, subject to the rights, if any, under Article VII of the Supplemental Indenture of the holders of Senior Indebtedness of the Company in respect of cash, property, or securities of the Company received upon the exercise of any such remedy.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered on the Security Register upon surrender of this Note for registration of transfer at the offices maintained by the Company or its agent for such purpose, duly endorsed by the Holder hereof or his attorney duly authorized in writing, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by the Holder hereof or his attorney duly authorized in writing, but without payment of any charge other than a sum sufficient to reimburse the Company for any tax or other governmental charge incident thereto. Upon any such registration of transfer, a new Note or Notes of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange herefor.

No service charge shall be made for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith.

The Company agrees, and by acceptance of this Note or a beneficial interest in this Note, each Holder hereof and any Person acquiring a beneficial interest herein agrees, to treat this Note as indebtedness for United States federal, state and local tax purposes.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee, and any agent of the Company or the Trustee may deem and treat the person in whose name this Note shall be registered upon the Security Register of this series as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment of or on account of the principal hereof and, subject to the provisions on the face hereof, interest due hereon and for all other purposes; and neither the Company nor the Trustee nor any such agent shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or otherwise in respect hereof, or based on or in respect of the Indenture, against any stockholder, officer, director or employee, as such, past, present or future, of the Company or of any successor person, either directly or through the Company, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as a part of the consideration for the issue hereof, expressly waived and released.

This Note shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sell(s) and transfer(s) unto

(please insert Social Security or other identifying number of assignee)

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING POSTAL ZIP
CODE OF ASSIGNEE the within Note and all rights thereunder, hereby irrevocably
constituting and appointing

agent to transfer said Note on the books of the Company, with full power of substitution in the
premises.

Dated:

NOTICE: The signature to this assignment must correspond with the name as written upon the
face of the within instrument in every particular without alteration or enlargement, or any
change whatever

SCHEDULE OF INCREASES OR DECREASES IN THIS NOTE

The initial principal amount of this Note is:

\$[]

Changes to Principal Amount of Global Note

Date	Principal Amount by which this Note is to be Decreased or Increased and the Reason for the Decrease or Increase	Remaining Principal Amount of this Note	Signature of Authorized Officer of Trustee
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CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

OFFICER'S CERTIFICATE

August 7, 2025

I, the undersigned officer of CenterPoint Energy Houston Electric, LLC, a Texas limited liability company (the "Company"), do hereby certify that I am an Authorized Officer of the Company as such term is defined in the Indenture (as defined herein). I am delivering this certificate pursuant to the authority granted in the Resolutions adopted by written consent of the sole Manager of the Company dated July 31, 2025, and Sections 105, 201, 301, 401(1), 401(5) and 1403 of the General Mortgage Indenture, dated as of October 10, 2002, as heretofore supplemented to the date hereof (as heretofore supplemented, the "Indenture"), between the Company and The Bank of New York Mellon Trust Company, National Association (successor in trust to JPMorgan Chase Bank), as Trustee (the "Trustee"). Terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture, unless the context clearly requires otherwise. Based upon the foregoing, I hereby certify on behalf of the Company as follows:

1. The terms and conditions of the Securities of the series described in this Officer's Certificate are as follows (the numbered subdivisions set forth in this Paragraph 1 corresponding to the numbered subdivisions of Section 301 of the Indenture):

(1) The Securities of the forty-third series to be issued under the Indenture shall be designated as the "4.95% General Mortgage Bonds, Series AQ, due 2035" (the "Bonds"), as set forth in the Thirty-Eighth Supplemental Indenture, dated as of the date hereof, between the Company and the Trustee.

(2) The Trustee shall authenticate and deliver the Bonds for original issue on August 7, 2025 (the "Issue Date") in the aggregate principal amount of \$600,000,000, upon a Company Order for the authentication and delivery thereof and satisfaction of Section 401 of the Indenture; provided, however, that, as contemplated in the second paragraph of Section 301 of the Indenture and the definition of "Tranche" in Section 101 of the Indenture, additional Securities of a series or Tranche may be subsequently issued from time to time, without any consent of Holders of the Securities of such series, pursuant to Section 1401(4) of the Indenture.

(3) Interest on the Bonds shall be payable to the Persons in whose names such Securities are registered at the close of business on the Regular Record Date for such interest (as specified in (5) below), except as otherwise expressly provided in the form of such Securities attached hereto as Exhibit A.

(4) The Bonds shall mature and the principal thereof shall be due and payable together

with all accrued and unpaid interest thereon on August 15, 2035.

(5) The Bonds shall bear interest at the rate of 4.95% per annum. Interest shall accrue on the Bonds from the Issue Date, or the most recent date to which interest has been paid or duly provided for. The Interest Payment Dates for the Bonds shall be February 15 and August 15 in each year commencing February 15, 2026, and the Regular Record Dates with respect to the Interest Payment Dates for the Bonds shall be the February 1 and August 1, respectively, immediately preceding each Interest Payment Date (whether or not a Business Day); provided, however, that interest payable at maturity, upon redemption or when principal is otherwise due, will be payable to the Holder to whom principal is payable.

(6) The Corporate Trust Office of The Bank of New York Mellon Trust Company, National Association in New York, New York shall be the place at which (i) the principal of and premium, if any, and interest on the Bonds shall be payable, (ii) registration of transfer of the Bonds may be effected, (iii) exchanges of the Bonds may be effected, and (iv) notices and demands to or upon the Company in respect of the Bonds and the Indenture may be served; and The Bank of New York Mellon Trust Company, National Association shall be the Security Registrar and Paying Agent for the Bonds; provided, however, that the Company reserves the right to change, by one or more Officer's Certificates, any such place or the Security Registrar; and provided, further, that the Company reserves the right to designate, by one or more Officer's Certificates, its principal office in Houston, Texas as any such place or itself as the Security Registrar; provided, however, that there shall be only a single Security Registrar for the Bonds.

(7) Prior to May 15, 2035 (the "Par Call Date"), the Company may redeem the Bonds at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on the Bonds of such series to be redeemed discounted to the Redemption Date (assuming the Bonds to be redeemed matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points; less (b) interest accrued to the Redemption Date; and
- (2) 100% of the principal amount of the Bonds to be redeemed;

plus, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Company may redeem the Bonds in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of Bonds being redeemed plus accrued and unpaid interest thereon, if any, to, but excluding, the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York

City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

The Trustee, at the written direction of the Company, will send a notice of redemption to each holder of Bonds to be redeemed by first-class mail (or in accordance

with the procedures of The Depository Trust Company with respect to Bonds registered in the name of Cede & Co.) at least 10 and not more than 60 days prior to the date fixed for redemption. Unless the Company defaults on payment of the redemption price, interest will cease to accrue on the Bonds or portions thereof called for redemption on the Redemption Date. If fewer than all of the Bonds are to be redeemed, not more than 60 days prior to the Redemption Date, the particular Bonds or portions thereof called for redemption will be selected from the outstanding Bonds not previously called by lot by the Trustee if the Bonds are in certificated form. The Trustee may select for redemption Bonds and portions of Bonds in amounts of \$2,000 or whole multiples of \$1,000. In the case of a partial redemption of Bonds registered in the name of Cede & Co., the Bonds to be redeemed will be determined in accordance with the procedures of The Depository Trust Company.

- (8) Not applicable.
- (9) The Bonds will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.
- (10) Not applicable.
- (11) Not applicable.
- (12) Not applicable.
- (13) See subsection (7) above.
- (14) Not applicable.
- (15) Not applicable.
- (16) Not applicable.
- (17) The Bonds shall be issuable in whole or in part in the form of one or more Global Securities (as defined below). The Depository Trust Company shall initially serve as Depository (as defined below) with respect to the Global Securities. "Depository" means, with respect to Securities of any series issuable in whole or in part in the form of one or more Global Securities, a clearing agency registered under the Exchange Act that is designated to act as depository for such Securities. "Global Security" means a Security that evidences all or part of the Securities of a series and bears a legend in substantially the following form:

THIS SECURITY IS IN GLOBAL FORM AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

The provisions of Clauses (1), (2), (3) and (4) below shall apply only to Global Securities:

(1) Each Global Security authenticated under the Indenture shall be registered in the name of the Depository designated for such Global Security or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Security for all purposes of the Indenture.

(2) Notwithstanding any other provision in the Indenture, no Global Security may be exchanged in whole or in part for Securities registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depository for such Global Security or a nominee thereof unless (A) the Company has notified the Trustee that the Depository is unwilling or unable to continue as Depository for such Global Security, the Depository defaults in the performance of its duties as Depository, or the Depository has ceased to be a clearing agency registered under the Exchange Act, in each case, unless the Company has approved a successor Depository within 90 days, (B) the Company in its sole discretion determines that such Global Security will be so exchangeable or transferable or (C) there shall exist such circumstances, if any, in addition to or in lieu of the foregoing as have been specified for this purpose as contemplated by the Indenture.

(3) Subject to Clause (2) above, any exchange of a Global Security for other Securities may be made in whole or in part, and all Securities issued in exchange for a Global Security or any portion thereof shall be registered in such names as the Depository for such Global Security shall direct.

(4) Every Security authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to Sections 304, 305, 306, 507 or 1406 of the Indenture or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless such Security is registered in the name of a Person other than the Depository for such Global Security or a nominee thereof.

(18) Not applicable.

(19) Not applicable.

(20) For purposes of the Bonds, "Business Day" shall mean any day, other than Saturday or Sunday, on which commercial banks and foreign exchange markets are open for business, including dealings in deposits in U.S. dollars, in New York, New York.

(21) Not applicable.

(22) The Bonds shall have such other terms and provisions as are provided in the form thereof attached hereto as Exhibit A and shall be issued in substantially such form.

2. The undersigned has read all of the covenants and conditions contained in the Indenture, and the definitions in the Indenture relating thereto, relating to the authentication, delivery and issuance of the Bonds and the execution and delivery of the Thirty-Eighth Supplemental Indenture and in respect of compliance with which this certificate is made.

3. The statements contained in this certificate are based upon the familiarity of the undersigned with the Indenture, the documents accompanying this certificate, and upon discussions by the undersigned with officers and employees of the Company familiar with the matters set forth herein.

4. In the opinion of the undersigned, she has made such examination or investigation as is necessary to enable her to express an informed opinion as to whether or not such covenants and conditions have been complied with.
5. In the opinion of the undersigned, such conditions and covenants have been complied with.
6. To my knowledge, no Event of Default has occurred and is continuing.
7. The execution of the Thirty-Eighth Supplemental Indenture, dated as of the date hereof, between the Company and the Trustee, is authorized or permitted by the Indenture.
8. With respect to Section 402(2)(B) of the Indenture, Property Additions of \$5,600,250,862.45 are the basis for authentication and delivery of \$600,000,000 aggregate principal amount of the Bonds
9. The First Mortgage Collateralization Date has not occurred.
10. No certificate of an Independent Accountant pursuant to Section 104 of the Indenture is required in connection with the authentication and delivery of the Bonds because (i) the Net Earnings Certificate covers a period different from that required to be covered by annual reports required to be filed by the Company and (ii) an Independent Accountant has provided the Company with a letter addressed to the Company containing the results of procedures on financial information included in the Net Earnings Certificate that are agreed upon by the Authorized Officer signing the Net Earnings Certificate.
11. Pursuant to the resolutions adopted by the Sole Manager of the Company by written consent on July 31, 2025, Patricia L. Martin, Vice President and Treasurer, has been named an Authorized Officer, as defined under the Indenture, including for purposes of executing the Net Earnings Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the date first written above.

/s/Patricia L. Martin
Patricia L. Martin
Vice President and Treasurer

Acknowledged and Received as
of the date first written above

THE BANK OF NEW YORK MELLON TRUST COMPANY,
NATIONAL ASSOCIATION,
As Trustee

/s/Ann M. Dolezal
Ann M. Dolezal
Vice President

EXHIBIT A
FORM OF BOND

[THIS SECURITY IS IN GLOBAL FORM AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to CenterPoint Energy Houston Electric, LLC or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
4.95% General Mortgage Bonds, Series AQ, due 2035

Original Interest Accrual Date: August 7, 2025
Stated Maturity: August 15, 2035
Interest Rate: 4.95%
Interest Payment Dates: February 15 and August 15
Regular Record Dates: February 1 and August 1
immediately preceding the respective Interest
Payment Date

Redeemable: Yes No
Redemption Date: At any time.
Redemption Price: Prior to May 15, 2035 at a redemption price equal to the greater of (i)(a) the sum of the present values of the remaining scheduled payments of principal and interest on this Security or the portion thereof to be redeemed discounted to the Redemption Date (assuming this Security matured on the Par Call Date) on a semiannual basis at the Treasury Rate plus 15 basis points, less (b) interest accrued to the Redemption Date, and (ii) 100% of the principal amount of this Security (or such portion to be redeemed); plus, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date; or on or after May 15, 2035, at a redemption price equal to 100% of the principal amount of this Security or the portion thereof to be redeemed plus accrued and unpaid interest thereon, if any, to, but excluding, the Redemption Date.

This Security is not an Original Issue Discount Security within the meaning of the within-mentioned Indenture.

Principal Amount
\$ *

Registered No. T-[•]
CUSIP 15189X BH0

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a limited liability company duly organized and existing under the laws of the State of Texas (herein called the "Company," which term includes any successor under the Indenture referred to below), for value received, hereby promises to pay to

CEDE & Co.

*Reference is made to Schedule A attached hereto with respect to decreases and increases in the aggregate principal amount of Securities evidenced hereby.

, or its registered assigns, the principal sum of _____, on the Stated Maturity specified above, and to pay interest thereon from the Original Interest Accrual Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on the Interest Payment Dates specified above in each year, commencing on February 15, 2026, and at Maturity, at the Interest Rate per annum specified above, until the principal hereof is paid or duly provided for. The interest so payable, and paid or duly provided for, on any Interest Payment Date shall, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date specified above (whether or not a Business Day) next preceding such Interest Payment Date. Notwithstanding the foregoing, interest payable at Maturity shall be paid to the Person to whom principal shall be paid. Except as otherwise provided in said Indenture, any such interest not so paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice of which shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of and premium, if any, on this Security and interest hereon at Maturity shall be made upon presentation of this Security at the office of the Corporate Trust Administration of The Bank of New York Mellon Trust Company, National Association, located in New York, New York or at such other office or agency as may be designated for such purpose by the Company from time to time. Payment of interest on this Security (other than interest at Maturity) shall be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register, except that if such Person shall be a securities depository, such payment may be made by such other means in lieu of check, as shall be agreed upon by the Company, the Trustee and such Person. Payment of the principal of and premium, if any, and interest on this Security, as aforesaid, shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), issued and issuable in one or more series under and equally secured by a General Mortgage Indenture, dated as of October 10, 2002, as supplemented and amended (such Indenture as originally executed and delivered and as supplemented or amended from time to time thereafter, together with any constituent instruments establishing the terms of particular Securities, being herein called the "Indenture"), between the Company and The Bank of New York Mellon Trust Company, National Association (successor in trust to JPMorgan Chase Bank), trustee (herein called the "Trustee," which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the property mortgaged, pledged and held in trust, the nature and extent of the security and the respective rights, limitations of rights, duties and immunities of the Company, the Trustee and the Holders of the Securities thereunder and of the terms and conditions upon which the Securities are, and are to be, authenticated and delivered and secured. The acceptance of this Security shall be deemed to constitute the consent and agreement by the Holder hereof to all of the terms and provisions of the Indenture. This Security is one of the series designated above.

If any Interest Payment Date, any Redemption Date or the Stated Maturity shall not be a Business Day (as hereinafter defined), payment of the amounts due on this Security on such date may be made on the next succeeding Business Day; and, if such payment is made or duly provided for on such Business Day, no interest shall accrue on such amounts for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be, to such Business Day. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

Prior to May 15, 2035 (the "Par Call Date"), the Company may redeem this Security at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

- (1)(a) the sum of the present values of the remaining scheduled payments of principal and interest on this Security (or such portion to be redeemed) discounted to the Redemption Date (assuming this Security matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 15 basis points; less (b) interest accrued to the Redemption Date; and

- (2) 100% of the principal amount of this Security (or such portion to be redeemed);

plus, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Company may redeem this Security, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of this Security (or such portion to be redeemed) plus accrued and unpaid interest thereon, if any, to, but excluding, the Redemption Date. The Trustee shall have no responsibility for the calculation of such amount.

“Treasury Rate” means, with respect to any Redemption Date, the yield determined by the Company in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 TCM is no longer published, the Company shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Company’s actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

The Trustee, at the written direction of the Company, will send a notice of redemption to each Holder of Securities to be redeemed by first-class mail (or in accordance with the procedures of The Depository Trust Company with respect to Securities registered in the name of Cede & Co.) at least 10 and not more than 60 days prior to the date fixed for redemption. Unless the Company defaults on payment of the redemption price, interest will cease to accrue on the Securities or portions thereof called for redemption on the Redemption Date. If fewer than all of the Securities of this series are to be redeemed, not more than 60 days prior to the Redemption Date, the particular Securities of this series

or portions thereof for redemption will be selected from the outstanding Securities of this series not previously called by lot by the Trustee if the Bonds are in certificated form. The Trustee may select for redemption Securities of this series and portions of Securities of this series in amounts of \$2,000 or whole multiples of \$1,000. In the case of a partial redemption of Securities registered in the name of Cede & Co, the Securities to be redeemed will be determined in accordance with the procedures of The Depository Trust Company.

The Indenture permits, with certain exceptions as therein provided, the Trustee to enter into one or more supplemental indentures for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Indenture with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities of all series then Outstanding under the Indenture, considered as one class; *provided, however*, that if there shall be Securities of more than one series Outstanding under the Indenture and if a proposed supplemental indenture shall directly affect the rights of the Holders of Securities of one or more, but less than all, of such series, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Securities of all series so directly affected, considered as one class, shall be required; and *provided, further*, that if the Securities of any series shall have been issued in more than one Tranche and if the proposed supplemental indenture shall directly affect the rights of the Holders of Securities of one or more, but less than all, of such Tranches, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Securities of all Tranches so directly affected, considered as one class, shall be required; and *provided, further*, that the Indenture permits the Trustee to enter into one or more supplemental indentures for limited purposes without the consent of any Holders of Securities. The Indenture also contains provisions permitting the Holders of a majority in principal amount of the Securities then Outstanding, on behalf of the Holders of all Securities, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in the Indenture and subject to certain limitations therein set forth, this Security or any portion of the principal amount hereof will be deemed to have been paid for all purposes of the Indenture and to be no longer Outstanding thereunder, and, at the election of the Company, the Company's entire indebtedness in respect thereof will be satisfied and discharged, if there has been irrevocably deposited with the Trustee or any Paying Agent (other than the Company), in trust, money in an amount which will be sufficient and/or Eligible Obligations, the principal of and interest on which when due, without regard to any reinvestment thereof, will provide moneys which, together with moneys so deposited, will be sufficient to pay when due the principal of and interest on this Security when due.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the Corporate Trust Office of The Bank of New York Mellon Trust Company, National Association in New York, New York, or such other office or agency as may be designated by the Company from time to time, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series of authorized denominations and of like tenor and aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only as registered Securities, without coupons, and in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of the same series and Tranche, of any authorized denominations, as requested by the Holder surrendering the same, and of like tenor upon surrender of the Security or Securities to be exchanged at the office of The Bank of New York Mellon Trust Company, National Association in New York, New York, or such other office or agency as may be designated by the Company from time to time.

No service charge shall be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the absolute owner hereof

for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities are not entitled to the benefit of any sinking fund.

As used herein, "Business Day" shall mean any day, other than Saturday or Sunday, on which commercial banks and foreign exchange markets are open for business, including dealings in deposits in U.S. dollars, in New York, New York. All other terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

As provided in the Indenture, no recourse shall be had for the payment of the principal of or premium, if any, or interest on any Securities, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement under the Indenture, against, and no personal liability whatsoever shall attach to, or be incurred by, any incorporator, member, manager, stockholder, officer, director or employee, as such, past, present or future of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that the Indenture and all the Securities are solely corporate obligations and that any such personal liability is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution of the Indenture and the issuance of the Securities.

Unless the certificate of authentication hereon has been executed by the Trustee or an Authenticating Agent by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

Attest: _____
Vincent A. Mercaldi
Secretary

By: _____
Kristie L. Colvin
Senior Vice President and Chief Accounting Officer

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of Authentication: August 7, 2025

**THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION, as Trustee**

By: _____

SCHEDULE A

The initial aggregate principal amount of Securities evidenced by the Certificate to which this Schedule is attached is \$. The notations on the following table evidence decreases and increases in the aggregate principal amount of Securities evidenced by such Certificate.

<u>Date of Adjustment</u>	<u>Decrease in Aggregate Principal Amount of Securities</u>	<u>Increase in Aggregate Principal Amount of Securities</u>	<u>Aggregate Principal Amount of Securities Remaining After Such Decrease or Increase</u>	<u>Notation by Security Registrar</u>
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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 21st day of July 2025, but effective as set forth above.

CENTERPOINT ENERGY, INC.

By: /s/ Jason Wells
Jason Wells
President and Chief Executive Officer

ATTEST:

/s/ Vincent A. Mercaldi
Vincent A. Mercaldi
Assistant Corporate Secretary

CERTIFICATIONS

I, Jason P. Wells, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Jason P. Wells

Jason P. Wells

President and Chief Executive Officer

CERTIFICATIONS

I, Jesus Soto, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy Houston Electric, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Jesus Soto, Jr.

Jesus Soto, Jr.

President and Chief Executive Officer

CERTIFICATIONS

I, Jesus Soto, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy Resources Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Jesus Soto, Jr.

Jesus Soto, Jr.

President and Chief Executive Officer

CERTIFICATIONS

I, Christopher A. Foster, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Christopher A. Foster

Christopher A. Foster

Executive Vice President and Chief Financial Officer

CERTIFICATIONS

I, Christopher A. Foster, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy Houston Electric, LLC;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Christopher A. Foster

Christopher A. Foster

Executive Vice President and Chief Financial Officer

CERTIFICATIONS

I, Christopher A. Foster, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CenterPoint Energy Resources Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 23, 2025

/s/ Christopher A. Foster
Christopher A. Foster
Executive Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Jason P. Wells, Chief Executive Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jason P. Wells

Jason P. Wells
President and Chief Executive Officer
October 23, 2025

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy Houston Electric, LLC (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Jesus Soto, Jr., Chief Executive Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jesus Soto, Jr.

Jesus Soto, Jr.
President and Chief Executive Officer
October 23, 2025

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy Resources Corp. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Jesus Soto, Jr., Chief Executive Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Jesus Soto, Jr.

Jesus Soto, Jr.
President and Chief Executive Officer
October 23, 2025

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Christopher A. Foster, Chief Financial Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher A. Foster

Christopher A. Foster

Executive Vice President and Chief Financial Officer

October 23, 2025

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy Houston Electric, LLC (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Christopher A. Foster, Chief Financial Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher A. Foster

Christopher A. Foster
Executive Vice President and Chief Financial Officer
October 23, 2025

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CenterPoint Energy Resources Corp. (the "Company") on Form 10-Q for the quarter ended September 30, 2025 (the "Report"), as filed with the Securities and Exchange Commission on the date hereof, I, Christopher A. Foster, Chief Financial Officer, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Christopher A. Foster

Christopher A. Foster

Executive Vice President and Chief Financial Officer

October 23, 2025