# 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, 2026**

**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** | | | **74-0694415** |
|---|---|---|---|
| (State or other jurisdiction of incorporation or organization) | | | (I.R.S. Employer Identification No.) |
| **1111 Louisiana** | **Houston** | **Texas** | **77002** |
| (Address of Principal Executive Offices) | | | (Zip Code) |

**(713) 207-1111**
Registrant's telephone number, including area code

**Commission file number 1-3187**

## CenterPoint Energy Houston Electric, LLC

**(Exact name of registrant as specified in its charter)**

| **Texas** | | | **22-3865106** |
|---|---|---|---|
| (State or other jurisdiction of incorporation or organization) | | | (I.R.S. Employer Identification No.) |
| **1111 Louisiana** | **Houston** | **Texas** | **77002** |
| (Address of Principal Executive Offices) | | | (Zip Code) |

**(713) 207-1111**
Registrant's telephone number, including area code

**Commission file number 1-13265**

## CenterPoint Energy Resources Corp.

**(Exact name of registrant as specified in its charter)**

| **Delaware** | | | **76-0511406** |
|---|---|---|---|
| (State or other jurisdiction of incorporation or organization) | | | (I.R.S. Employer Identification No.) |
| **1111 Louisiana** | **Houston** | **Texas** | **77002** |
| (Address of Principal Executive Offices) | | | (Zip Code) |

**(713) 207-1111**
Registrant's telephone number, including area code

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

| Registrant | Title of each class | Trading Symbol | Name of each exchange on which registered |
|---|---|---|---|
| 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 | ☑ | No | ☐ |
| CenterPoint Energy Houston Electric, LLC | Yes | ☑ | No | ☐ |
| CenterPoint Energy Resources Corp. | Yes | ☑ | No | ☐ |

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 | ☑ | No | ☐ |
| CenterPoint Energy Houston Electric, LLC | Yes | ☑ | No | ☐ |
| CenterPoint Energy Resources Corp. | Yes | ☑ | No | ☐ |

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. | ☑ | ☐ | ☐ | ☐ | ☐ |
| CenterPoint Energy Houston Electric, LLC | ☐ | ☐ | ☑ | ☐ | ☐ |
| CenterPoint Energy Resources Corp. | ☐ | ☐ | ☑ | ☐ | ☐ |

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 | ☐ | No | ☑ |
| CenterPoint Energy Houston Electric, LLC | Yes | ☐ | No | ☑ |
| CenterPoint Energy Resources Corp. | Yes | ☐ | No | ☑ |

Indicate the number of shares outstanding of each of the issuers' classes of common stock as of October 21, 2026:

| | | |
|---|---|---|
| CenterPoint Energy, Inc. | 662,879,606 | 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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| ***AFUDC*** | Allowance for funds used during construction |
| ***AFSI*** | Adjusted Financial Statement Income |
| ***AI*** | Artificial intelligence |
| ***ALJ*** | Administrative Law Judge |
| ***ARO*** | Asset retirement obligation |
| ***ARP*** | Alternative revenue program |
| ***ASU*** | Accounting Standards Update |
| ***AT&T Common*** | AT&T Inc. common stock |
| ***Bcf*** | Billion cubic feet |
| ***Board*** | Board of Directors of CenterPoint Energy, Inc. |
| ***Bond Companies*** | Restoration Bond Company II and Restoration Bond Company III, 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 |
| ***CAMT*** | Corporate Alternative Minimum Tax |
| ***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 Executive Officer |
| ***Common Stock*** | CenterPoint Energy, Inc. common stock, par value $0.01 per share |
| ***CPCN*** | Certificate of Public Convenience and Necessity |
| ***CPS Energy*** | City Public Service Board of San Antonio, Texas |
| ***CSIA*** | Compliance and System Improvement Adjustment |
| ***DCRF*** | Distribution Cost Recovery Factor |
| ***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 |
| ***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 |
| ***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 |
| ***IURC*** | Indiana Utility Regulatory Commission |
| ***Junior Subordinated Notes Indenture*** | Junior Subordinated Indenture, dated as of August 14, 2024, between CenterPoint Energy and The Bank of New York Mellon Trust Company, National Association, as trustee, as supplemented |
| ***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 |
| ***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 |
| ***MDL*** | Multi-district litigation |
| ***MGP*** | Manufactured gas plant |
| ***MISO*** | Midcontinent Independent System Operator |
| ***Moody's*** | Moody's Investors Service, Inc. |
| ***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 |
| ***Origis*** | Origis Energy USA Inc. |
| ***OUCC*** | Indiana Office of Utility Consumer Counselor |
| ***Paramount*** | Paramount Skydance Corporation |
| ***Paramount and WBD Merger*** | The merger of WBD with Paramount pursuant to the Agreement and Plan of Merger, dated as of February 27, 2026, by and between Paramount and WBD |
| ***Posey Solar*** | Posey Solar, LLC, a special purpose entity |
| ***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 |
| ***Registrant*** | Each of CenterPoint Energy, Inc., CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp. |
| ***REP*** | Retail electric provider |
| ***Restoration Bond Company II*** | CenterPoint Energy Restoration Bond Company II, LLC, a wholly-owned subsidiary of Houston Electric |
| ***Restoration Bond Company II Securitization Bonds*** | Restoration Bond Company II's Series 2025-A Senior Secured System Restoration Bonds |
| ***Restoration Bond Company III*** | CenterPoint Energy Restoration Bond Company III, LLC, a wholly-owned subsidiary of Houston Electric |
| ***Restoration Bond Company III Securitization Bonds*** | Restoration Bond Company III's Series 2026-A Senior Secured System Restoration Bonds |
| ***S&P*** | S&P Global Ratings |
| ***SEC*** | Securities and Exchange Commission |
| ***Securities Act*** | The Securities Act of 1933, as amended |
| ***Securitization Bonds*** | System restoration bonds issued by Restoration Bond Company II and Restoration Bond Company III and SIGECO Securitization Bonds issued by the SIGECO Securitization Subsidiary |
| ***Seller Note Agreement*** | Seller Note Agreement by and between CERC Corp. and NFGC entered into at the closing of the 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 |
| ***TBD*** | To be determined |
| ***TCA*** | Texas Consumer Association |
| ***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 |
| ***TNGSFC*** | Texas Natural Gas Securitization Finance Corporation |
| ***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*** | Warner Bros. Discovery, Inc. |
| ***WBD Common*** | Warner Bros. Discovery, Inc. Series A common stock |
| ***ZENS*** | 2.0% Zero-Premium Exchangeable Subordinated Notes due 2029 |

| | |
|---|---|
| ***ZENS-Related Securities*** | As of September 30, 2026 and December 31, 2025, consisted of AT&T Common, Charter Common and WBD Common |
| ***2024 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 |
| ***2024 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 |
| ***2024 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 |
| ***2024 Equity Distribution Agreement*** | Equity Distribution Agreement, dated as of January 10, 2024, by and between CenterPoint Energy, the 2024 ATM Managers, the 2024 ATM Forward Purchasers and the 2024 ATM Forward Sellers |
| ***2025 Form 10-K*** | Annual Report on Form 10-K for the fiscal year ended December 31, 2025 as filed with the SEC on February 19, 2026 |
| ***2026 ATM Forward Purchasers*** | Barclays Bank PLC, Bank of Montreal, BNP Paribas, Bank of America, N.A., Nomura Global Financial Products, Inc., Citibank, N.A., Goldman Sachs & Co. LLC, JPMorgan Chase Bank, National Association, Mizuho Markets Americas LLC, Morgan Stanley & Co. LLC, MUFG Securities EMEA plc, Royal Bank of Canada, The Bank of Nova Scotia, The Toronto-Dominion Bank, Truist Bank and Wells Fargo Bank, National Association |
| ***2026 ATM Forward Sellers*** | Barclays Capital Inc., BMO Capital Markets Corp., BNP Paribas Securities Corp., BofA Securities, Inc., Nomura Securities International, Inc. (acting through BTIG, LLC, as agent), Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., RBC Capital Markets, LLC, Scotia Capital (USA) Inc., TD Securities (USA) LLC, Truist Securities, Inc. and Wells Fargo Securities, LLC |
| ***2026 ATM Managers*** | Barclays Capital Inc., BMO Capital Markets Corp., BNP Paribas Securities Corp., BofA Securities, Inc., BTIG, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., RBC Capital Markets, LLC, Scotia Capital (USA) Inc., TD Securities (USA) LLC, Truist Securities, Inc. and Wells Fargo Securities, LLC |
| ***2026 Convertible Notes*** | CenterPoint Energy's 4.25% Convertible Senior Notes due 2026 |
| ***2026 Equity Distribution Agreement*** | Equity Distribution Agreement, dated as of May 15, 2026, by and between CenterPoint Energy, the 2026 ATM Managers, the 2026 ATM Forward Purchasers and the 2026 ATM Forward Sellers |
| ***2029 Convertible Notes*** | CenterPoint Energy's 2.875% Convertible Senior Notes due 2029 |
| ***2029 Convertible Notes Indenture*** | Indenture, dated as of February 26, 2026, 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 completed sale of our Ohio natural gas LDC business, 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 and energy consumption, including in relation to the expansion of data centers (associated with, among other things, increasing demand for AI), energy refining and exports, advanced manufacturing and logistics, as well as the effects of energy efficiency measures, technological advances and demographic patterns, and our ability to appropriately estimate/forecast and effectively manage such demand and the business opportunities and projects relating to such matters (including the receipt of timely large-load interconnection regulatory approvals) as well as obtain the anticipated benefits, including relating to customer affordability, associated with such demand;
- the amount of gigawatts projected to be connected to the Houston Electric system and the timing of such additional large-load customer connections and associated energization, which may be affected by any delay or cancellation, including from large-load customers' failure to obtain ERCOT approval into Batch Zero and future batch frameworks, or legislative, regulatory or government actions;
- 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;
- our ability to execute and complete our planned capital projects and programs, including those within our 10-year capital plan, in a timely and cost-effective manner and within budget, obtain the anticipated benefits of such projects, and manage costs and impacts of such projects on customer affordability;
- our ability to successfully construct, operate, repair, maintain, replace and restart electric generating facilities, natural gas facilities, TEEEF and electric transmission facilities, as applicable, including in the event of an outage and in relation to complying with applicable environmental, reliability and safety standards;
- 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 applicable 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 large TEEEF units to the San Antonio area, proposed removal of its medium TEEEF units, reduction of its TEEEF fleet capacity and reduction of rates to reflect the removal of the large and medium TEEEF units from Houston Electric's TEEEF fleet, as well as Houston Electric's ability to complete one or more other future transactions involving the large and medium 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 and increases in inflation and interest rates, and their effect on sales, prices and costs;
- severe weather events, natural disasters and other climate-related impacts, 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, inflation, adverse weather conditions, supply and demand changes, availability of competitively priced alternative energy sources, political and geopolitical

instability, commodity production levels and storage capacity, energy and environmental legislation and regulation and economic and financial market conditions;

- 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, actions relating to our facilities and changes in regulation, legislation and governmental action pertaining to the utility model, proposed large-load customer connections, 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, actions regarding the rates charged by our regulated businesses and actions relating to base rate proceedings or interim rate mechanisms (including the required timing thereof);
- disruptions to the global supply chain, inflation, labor shortages and scarcity of certain materials, including as a result of changes in U.S. and foreign trade policy, economic uncertainty, regulatory and policy instability, political and geopolitical uncertainty and instability, including the conflict involving Iran, severe weather and other catastrophic events, changes in laws, executive orders, legislation and other governmental action, increased competition for skilled labor and increases in demand for electricity, that could prevent CenterPoint Energy from securing the resources and labor needed to, among other things, fully execute on its strategy and 10-year capital plan, and otherwise impact the affordability of our rates for our customers;
- operations and maintenance costs, our ability to control such costs and cost-related impacts on the affordability of our rates for our customers;
- our ability to timely obtain and maintain necessary land rights, licenses, permits, easements and approvals from landowners and local, state, federal and other regulatory authorities on acceptable terms and resolve disputes or third-party challenges to such licenses, permits or approvals as applicable;
- direct or indirect effects on our facilities, resources, operations, reputation and financial condition resulting from terrorism, vandalism, cyberattacks or intrusions, data security breaches or other security incidents, threats or attempts to disrupt our businesses or the businesses of supply chain stakeholders (including by foreign actors), 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;
- the impact of negative opinions of us or our utility services that our customers, investors, legislators, regulators, creditors, rating agencies or other stakeholders may have or develop, which could result from a variety of factors, including actual or perceived failures in system reliability and safety, the speed of our response to service interruptions, rates and customer affordability, the various projects under our 10-year capital plan, including transmission projects and other projects to support growth in our service territories, and our ability to successfully execute such projects, media coverage and actions by third parties;
- damages to our network, facilities and systems, including as a result of wildfires, as well as to third-party property resulting in outages or shortages in our service territories, and losses in excess of insurance liability coverage;
- tax legislation and guidance and any changes in tax laws under the current or future administrations, including any further changes to or clarification of the IRA or the OBBBA, 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;
- 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 energy transition 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 an appropriately qualified workforce, identify and develop top talent to succeed management 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, adapt to and implement technological changes;
- advances in AI and our success in timely adopting, developing and deploying AI;
- 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 energy transition goals and 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 2025 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, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions, except per share amounts) | | | |
| **Revenues:** | | | | |
| Utility revenues | $ 2,177 | $ 1,975 | $ 7,274 | $ 6,810 |
| Non-utility revenues | 14 | 13 | 44 | 42 |
| Total | 2,191 | 1,988 | 7,318 | 6,852 |
| **Expenses:** | | | | |
| Utility natural gas, fuel and purchased power | 187 | 219 | 1,438 | 1,525 |
| Non-utility cost of revenues, including natural gas | 1 | 1 | 2 | 4 |
| Operation and maintenance | 747 | 741 | 2,255 | 2,203 |
| Depreciation and amortization | 444 | 392 | 1,312 | 1,125 |
| Taxes other than income taxes | 145 | 133 | 452 | 427 |
| Total | 1,524 | 1,486 | 5,459 | 5,284 |
| **Operating Income** | 667 | 502 | 1,859 | 1,568 |
| **Other Income (Expense):** | | | | |
| Loss on sale | — | — | — | (43) |
| Gain (loss) on equity securities, net | 21 | (104) | (85) | 18 |
| Gain (loss) on indexed debt securities | (24) | 105 | 80 | (16) |
| Interest expense and other finance charges | (259) | (238) | (764) | (663) |
| Interest expense on Securitization Bonds | (22) | (5) | (57) | (13) |
| Other income, net | 30 | 26 | 86 | 66 |
| Total | (254) | (216) | (740) | (651) |
| **Income Before Income Taxes** | 413 | 286 | 1,119 | 917 |
| Income tax expense (benefit) | 82 | (7) | 228 | 129 |
| **Net Income** | $ 331 | $ 293 | $ 891 | $ 788 |
| | | | | |
| **Basic Earnings Per Common Share** | $ 0.50 | $ 0.45 | $ 1.36 | $ 1.21 |
| **Diluted Earnings Per Common Share** | $ 0.50 | $ 0.45 | $ 1.34 | $ 1.20 |
| | | | | |
| **Weighted Average Common Shares Outstanding, Basic** | 661 | 653 | 657 | 653 |
| **Weighted Average Common Shares Outstanding, Diluted** | 664 | 656 | 663 | 655 |

See Combined Notes to Interim Condensed Financial Statements

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

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Net income | $ 331 | $ 293 | $ 891 | $ 788 |
| Other comprehensive income (loss): | | | | |
| Adjustment to pension and other postretirement plans (net of tax expense of $0, $0, $0, and $0 respectively) | 1 | (2) | 2 | (1) |
| Reclassification of deferred gain from cash flow hedges realized in net income (net of tax benefit of $0, $0, $0 and $0) | (1) | — | (1) | (1) |
| Total | — | (2) | 1 | (2) |
| Comprehensive income | $ 331 | $ 291 | $ 892 | $ 786 |

See Combined Notes to Interim Condensed Financial Statements

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

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| **ASSETS** | | |
| **Current Assets:** | | |
| Cash and cash equivalents ($128 and $34 related to VIEs, respectively) | $ 132 | $ 38 |
| Investment in equity securities | 425 | 510 |
| Accounts receivable ($31 and $6 related to VIEs, respectively), less allowance for credit losses of $25 and $25, respectively | 850 | 806 |
| Accrued unbilled revenues ($13 and $4 related to VIEs, respectively), less allowance for credit losses of $1 and $2, respectively | 403 | 600 |
| Materials and supplies | 646 | 517 |
| Natural gas and coal inventory | 232 | 215 |
| Taxes receivable | — | 36 |
| Current assets held for sale | 2,639 | 2,669 |
| Regulatory assets | 234 | 170 |
| Prepaid expenses and other current assets ($18 and $6 related to VIEs, respectively) | 104 | 140 |
| Total current assets | 5,665 | 5,701 |
| **Property, Plant and Equipment, Net:** | | |
| Property, plant and equipment | 47,619 | 44,676 |
| Less: accumulated depreciation and amortization | 11,199 | 10,620 |
| Property, plant and equipment, net | 36,420 | 34,056 |
| **Other Assets:** | | |
| Goodwill | 3,550 | 3,550 |
| Regulatory assets ($1,739 and $683 related to VIEs, respectively) | 3,557 | 3,005 |
| Other non-current assets | 283 | 222 |
| Total other assets | 7,390 | 6,777 |
| **Total Assets** | $ 49,475 | $ 46,534 |

See Combined Notes to Interim Condensed Financial Statements

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

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions, except par value and shares) | |
| **LIABILITIES AND SHAREHOLDERS' EQUITY** | | |
| **Current Liabilities:** | | |
| Short-term borrowings | $ — | $ 500 |
| Current portion of VIE Securitization Bonds long-term debt | 120 | 41 |
| Current portion of other long-term debt | 1,106 | 1,873 |
| Indexed debt securities derivative | 468 | 564 |
| Accounts payable | 1,208 | 1,300 |
| Taxes accrued | 308 | 344 |
| Interest accrued ($43 and $7 related to VIEs, respectively) | 333 | 313 |
| Dividends accrued | 159 | 150 |
| Customer deposits ($8 and $2 related to VIEs, respectively) | 94 | 89 |
| Current liabilities held for sale | 423 | 520 |
| Contributions in aid of construction | 416 | 162 |
| Other current liabilities ($0 and $15 related to VIEs, respectively) | 294 | 404 |
| Total current liabilities | 4,929 | 6,260 |
| **Other Liabilities:** | | |
| Deferred income taxes, net | 4,926 | 4,602 |
| Benefit obligations | 452 | 491 |
| Regulatory liabilities | 2,709 | 2,692 |
| Other non-current liabilities | 1,040 | 770 |
| Total other liabilities | 9,127 | 8,555 |
| **Long-term Debt, Net:** | | |
| VIE Securitization Bonds, net | 1,747 | 664 |
| Other long-term debt, net | 21,930 | 19,902 |
| Total long-term debt, net | 23,677 | 20,566 |
| **Commitments and Contingencies (Note 11)** | | |
| **Shareholders' Equity:** | | |
| Common stock, $0.01 par value, 1,000,000,000 shares authorized, 662,870,212 shares and 652,869,575 shares outstanding, respectively | 6 | 6 |
| Additional paid-in capital | 9,297 | 9,130 |
| Retained earnings | 2,464 | 2,043 |
| Accumulated other comprehensive loss | (25) | (26) |
| Total shareholders' equity | 11,742 | 11,153 |
| **Total Liabilities and Shareholders' Equity** | $ 49,475 | $ 46,534 |

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, | |
|---|---|---|
| | **2026** | **2025** |
| | **(in millions)** | |
| **Cash Flows from Operating Activities:** | | |
| Net income | $ 891 | $ 788 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 1,312 | 1,125 |
| Deferred income taxes | 269 | 84 |
| Loss on sale | — | 43 |
| (Gain) loss on equity securities | 85 | (18) |
| (Gain) loss on indexed debt securities | (80) | 16 |
| Pension and postretirement contributions | (71) | (111) |
| Changes in other assets and liabilities: | | |
| Accounts receivable and unbilled revenues, net | 200 | 23 |
| Inventory | (139) | (64) |
| Accounts payable | (206) | (271) |
| Other current assets | 7 | 165 |
| Other current liabilities | (148) | (154) |
| Other non-current assets | (151) | 12 |
| Other non-current liabilities | 94 | 128 |
| Other operating activities, net | (12) | (54) |
| Net cash provided by operating activities | 2,051 | 1,712 |
| **Cash Flows from Investing Activities:** | | |
| Capital expenditures | (4,170) | (3,389) |
| Payment for asset acquisition | — | (357) |
| Proceeds from divestitures | — | 1,219 |
| Contributions in aid of construction | 427 | — |
| Other investing activities, net | 12 | (75) |
| Net cash used in investing activities | (3,731) | (2,602) |
| **Cash Flows from Financing Activities:** | | |
| Decrease in short-term borrowings, net | — | (3) |
| Proceeds from (payments of) commercial paper, net | 94 | (405) |
| Proceeds from long-term debt and term loans, net | 4,841 | 2,852 |
| Payments of long-term debt and term loans, including make-whole premiums | (2,988) | (1,073) |
| Payment of debt issuance costs | (40) | (17) |
| Payment of dividends on Common Stock | (461) | (431) |
| Proceeds from issuances of Common Stock, net | 165 | — |
| Proceeds from customer advances for construction | 339 | — |
| Refunds of customer advances for construction | (135) | — |
| Other financing activities, net | (30) | (18) |
| Net cash provided by financing activities | 1,785 | 905 |
| **Net Increase in Cash, Cash Equivalents and Restricted Cash** | 105 | 15 |
| **Cash, Cash Equivalents and Restricted Cash at Beginning of Period** | 49 | 30 |
| **Cash, Cash Equivalents and Restricted Cash at End of Period** | $ 154 | $ 45 |
| | | |
| **Supplemental Disclosure of Cash Flow Information** | | |
| Cash paid for interest, net of capitalized interest | $ 803 | $ 763 |
| Refunds received for income taxes, net | (90) | (15) |
| | | |
| **Supplemental Disclosure of Non-cash Transactions** | | |
| Accounts payable related to capital expenditures | $ 407 | $ 315 |

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, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2026 | | 2025 | | 2026 | | 2025 | |
| | 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 | 659 | $ 6 | 653 | $ 6 | 653 | $ 6 | 652 | $ 6 |
| Issuances of Common Stock | 4 | — | — | — | 9 | — | — | — |
| Issuances related to benefit and investment plans | — | — | — | — | 1 | — | 1 | — |
| Balance, end of period | 663 | 6 | 653 | 6 | 663 | 6 | 653 | 6 |
| **Additional Paid-in-Capital** | | | | | | | | |
| Balance, beginning of period | | 9,288 | | 9,107 | | 9,130 | | 9,105 |
| Issuances of Common Stock, net of issuance costs | | — | | — | | 165 | | — |
| Issuances related to benefit and investment plans | | 9 | | 12 | | 2 | | 14 |
| Balance, end of period | | 9,297 | | 9,119 | | 9,297 | | 9,119 |
| **Retained Earnings** | | | | | | | | |
| Balance, beginning of period | | 2,451 | | 1,923 | | 2,043 | | 1,572 |
| Net income | | 331 | | 293 | | 891 | | 788 |
| Common Stock dividends declared (see Note 15) | | (318) | | (287) | | (470) | | (431) |
| Balance, end of period | | 2,464 | | 1,929 | | 2,464 | | 1,929 |
| **Accumulated Other Comprehensive Loss** | | | | | | | | |
| Balance, beginning of period | | (25) | | (17) | | (26) | | (17) |
| Other comprehensive income | | — | | (2) | | 1 | | (2) |
| Balance, end of period | | (25) | | (19) | | (25) | | (19) |
| **Total Shareholders' Equity** | | $ 11,742 | | $ 11,035 | | $ 11,742 | | $ 11,035 |

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, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| **Revenues** | $ 1,316 | $ 1,132 | $ 3,474 | $ 3,024 |
| **Expenses:** | | | | |
| Operation and maintenance | 493 | 475 | 1,457 | 1,405 |
| Depreciation and amortization | 239 | 210 | 716 | 585 |
| Taxes other than income taxes | 85 | 79 | 248 | 232 |
| Total | 817 | 764 | 2,421 | 2,222 |
| **Operating Income** | 499 | 368 | 1,053 | 802 |
| **Other Income (Expense):** | | | | |
| Interest expense and other finance charges | (121) | (96) | (320) | (272) |
| Interest expense on Securitization Bonds | (18) | (1) | (46) | (1) |
| Other income, net | 22 | 11 | 64 | 34 |
| Total | (117) | (86) | (302) | (239) |
| **Income Before Income Taxes** | 382 | 282 | 751 | 563 |
| Income tax expense | 80 | 51 | 151 | 107 |
| **Net Income** | $ 302 | $ 231 | $ 600 | $ 456 |

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, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| **ASSETS** | | |
| **Current Assets:** | | |
| Cash and cash equivalents ($113 and $25 related to VIEs, respectively) | $ 113 | $ 25 |
| Accounts and notes receivable, ($28 and $5 related to VIEs, respectively), less allowance for credit losses of $2 and $2, respectively | 554 | 326 |
| Accrued unbilled revenues ($11 and $3 related to VIEs, respectively) | 236 | 169 |
| Accounts and notes receivable–affiliated companies | 833 | 4 |
| Materials and supplies | 467 | 357 |
| Prepaid expenses and other current assets ($16 and $4 related to VIEs, respectively) | 27 | 49 |
| Total current assets | 2,230 | 930 |
| **Property, Plant and Equipment, Net:** | | |
| Property, plant and equipment | 25,343 | 23,947 |
| Less: accumulated depreciation and amortization | 5,144 | 4,944 |
| Property, plant and equipment, net | 20,199 | 19,003 |
| **Other Assets:** | | |
| Regulatory assets ($1,451 and $384 related to VIEs, respectively) | 2,165 | 1,612 |
| Other non-current assets | 78 | 33 |
| Total other assets | 2,243 | 1,645 |
| **Total Assets** | $ 24,672 | $ 21,578 |
| **LIABILITIES AND MEMBER'S EQUITY** | | |
| **Current Liabilities:** | | |
| Short-term borrowings | $ — | $ 500 |
| Current portion of VIE Securitization Bonds long-term debt | 106 | 27 |
| Current portion of other long-term debt | 300 | 300 |
| Accounts payable | 629 | 579 |
| Accounts and notes payable–affiliated companies | 116 | 151 |
| Taxes accrued | 164 | 265 |
| Interest accrued ($37 and $5 related to VIEs, respectively) | 186 | 133 |
| Contributions in aid of construction | 353 | 119 |
| Other current liabilities ($8 and $17 related to VIEs, respectively) | 64 | 79 |
| Total current liabilities | 1,918 | 2,153 |
| **Other Liabilities:** | | |
| Deferred income taxes, net | 1,821 | 1,609 |
| Benefit obligations | 49 | 38 |
| Regulatory liabilities | 842 | 850 |
| Other non-current liabilities | 392 | 144 |
| Total other liabilities | 3,104 | 2,641 |
| **Long-term Debt, net:** | | |
| VIE Securitization Bonds, net | 1,460 | 369 |
| Other long-term debt, net | 10,075 | 8,883 |
| Total long-term debt, net | 11,535 | 9,252 |
| **Commitments and Contingencies (Note 11)** | | |
| **Member's Equity:** | | |
| Common stock | — | — |
| Additional paid-in capital | 5,683 | 5,683 |
| Retained earnings | 2,434 | 1,851 |
| Accumulated other comprehensive loss | (2) | (2) |
| Total member's equity | 8,115 | 7,532 |
| **Total Liabilities and Member's Equity** | $ 24,672 | $ 21,578 |

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, | |
|---|---|---|
| | 2026 | 2025 |
| | (in millions) | |
| **Cash Flows from Operating Activities:** | | |
| Net income | $ 600 | $ 456 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 716 | 585 |
| Deferred income taxes | 188 | 73 |
| Changes in other assets and liabilities: | | |
| Accounts receivable and unbilled revenues, net | (295) | (275) |
| Accounts receivable/payable–affiliated companies | 21 | (39) |
| Inventory | (103) | 8 |
| Accounts payable | 56 | (110) |
| Other current assets | 34 | 23 |
| Other current liabilities | (69) | 32 |
| Other non-current assets | (74) | (151) |
| Other non-current liabilities | 48 | 64 |
| Other operating activities, net | (34) | (14) |
| Net cash provided by operating activities | 1,088 | 652 |
| **Cash Flows from Investing Activities:** | | |
| Capital expenditures | (2,536) | (1,958) |
| Increase in notes receivable–affiliated companies | (831) | (141) |
| Contributions in aid of construction | 382 | — |
| Other investing activities, net | 21 | 61 |
| Net cash used in investing activities | (2,964) | (2,038) |
| **Cash Flows from Financing Activities:** | | |
| Proceeds from long-term debt and term loan, net | 2,691 | 1,496 |
| Payments of long-term debt | (816) | — |
| Decrease in notes payable–affiliated companies | (54) | — |
| Payment of debt issuance costs | (22) | (16) |
| Dividend to parent | (17) | (182) |
| Contribution from parent | — | 94 |
| Proceeds from customer advances for construction | 331 | — |
| Refunds of customer advances for construction | (135) | — |
| Other financing activities, net | (2) | (1) |
| Net cash provided by financing activities | 1,976 | 1,391 |
| **Net Increase in Cash, Cash Equivalents and Restricted Cash** | 100 | 5 |
| **Cash, Cash Equivalents and Restricted Cash at Beginning of Period** | 29 | 14 |
| **Cash, Cash Equivalents and Restricted Cash at End of Period** | $ 129 | $ 19 |
| | | |
| **Supplemental Disclosure of Cash Flow Information** | | |
| Cash paid for interest, net of capitalized interest | $ 298 | $ 284 |
| Cash paid for income taxes, net | 31 | 28 |
| | | |
| **Supplemental Disclosure of Non-cash Transactions** | | |
| Accounts payable related to capital expenditures | $ 230 | $ 231 |

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, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2026 | | 2025 | | 2026 | | 2025 | |
| | 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 | | 5,683 | | 5,589 | | 5,683 | | 5,589 |
| Contribution from parent | | — | | 94 | | — | | 94 |
| Balance, end of period | | 5,683 | | 5,683 | | 5,683 | | 5,683 |
| **Retained Earnings** | | | | | | | | |
| Balance, beginning of period | | 2,132 | | 1,614 | | 1,851 | | 1,571 |
| Net income | | 302 | | 231 | | 600 | | 456 |
| Dividend to parent | | — | | — | | (17) | | (182) |
| Balance, end of period | | 2,434 | | 1,845 | | 2,434 | | 1,845 |
| **Accumulated Other Comprehensive Loss** | | | | | | | | |
| Balance, beginning of period | | (2) | | (1) | | (2) | | (1) |
| Balance, end of period | | (2) | | (1) | | (2) | | (1) |
| **Total Member's Equity** | | $ 8,115 | | $ 7,527 | | $ 8,115 | | $ 7,527 |

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, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| **Revenues:** | | | | |
| Utility revenues | $ 615 | $ 596 | $ 3,047 | $ 3,091 |
| Non-utility revenues | 12 | 11 | 37 | 35 |
| Total | 627 | 607 | 3,084 | 3,126 |
| **Expenses:** | | | | |
| Utility natural gas | 128 | 146 | 1,204 | 1,286 |
| Non-utility cost of revenues, including natural gas | 1 | 1 | 2 | 4 |
| Operation and maintenance | 201 | 211 | 653 | 654 |
| Depreciation and amortization | 152 | 133 | 445 | 406 |
| Taxes other than income taxes | 56 | 50 | 190 | 179 |
| Total | 538 | 541 | 2,494 | 2,529 |
| **Operating Income** | 89 | 66 | 590 | 597 |
| **Other Income (Expense):** | | | | |
| Gain on sale | — | — | — | 52 |
| Interest expense and other finance charges | (43) | (49) | (153) | (144) |
| Other income, net | 8 | 6 | 17 | 20 |
| Total | (35) | (43) | (136) | (72) |
| **Income Before Income Taxes** | 54 | 23 | 454 | 525 |
| Income tax expense (benefit) | 6 | (51) | 94 | 60 |
| **Net Income** | $ 48 | $ 74 | $ 360 | $ 465 |

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, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Net income | $ 48 | $ 74 | $ 360 | $ 465 |
| Other comprehensive income (loss): | | | | |
| Adjustment to pension and other postretirement plans (net of tax of $0, $0, $0 and $0) | — | (2) | — | (2) |
| Total | — | (2) | — | (2) |
| Comprehensive income | $ 48 | $ 72 | $ 360 | $ 463 |

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, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| **ASSETS** | | |
| **Current Assets**: | | |
| Accounts receivable, less allowance for credit losses of $20 and $19, respectively | $ 217 | $ 391 |
| Accrued unbilled revenues, less allowance for credit losses of $0 and $2, respectively | 115 | 372 |
| Accounts receivable–affiliated companies | 10 | 6 |
| Materials and supplies | 129 | 114 |
| Natural gas inventory | 187 | 165 |
| Taxes receivable | 5 | — |
| Current assets held for sale | 2,465 | 2,495 |
| Regulatory assets | 221 | 169 |
| Prepaid expenses and other current assets | 32 | 48 |
| Total current assets | 3,381 | 3,760 |
| **Property, Plant and Equipment, Net:** | | |
| Property, plant and equipment | 15,826 | 14,540 |
| Less: accumulated depreciation and amortization | 4,086 | 3,820 |
| Property, plant and equipment, net | 11,740 | 10,720 |
| **Other Assets:** | | |
| Goodwill | 1,242 | 1,242 |
| Regulatory assets | 492 | 479 |
| Other non-current assets | 61 | 63 |
| Total other assets | 1,795 | 1,784 |
| **Total Assets** | $ 16,916 | $ 16,264 |

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, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| **LIABILITIES AND STOCKHOLDER'S EQUITY** | | |
| **Current Liabilities:** | | |
| Current portion of long-term debt | $ 806 | $ 60 |
| Accounts payable | 390 | 480 |
| Accounts and notes payable–affiliated companies | 230 | 394 |
| Taxes accrued | 146 | 165 |
| Interest accrued | 44 | 74 |
| Customer deposits | 75 | 76 |
| Current liabilities held for sale | 423 | 520 |
| Other current liabilities | 200 | 242 |
| Total current liabilities | 2,314 | 2,011 |
| **Other Liabilities:** | | |
| Deferred income taxes, net | 1,544 | 1,426 |
| Benefit obligations | 61 | 62 |
| Regulatory liabilities | 1,648 | 1,616 |
| Other non-current liabilities | 323 | 317 |
| Total other liabilities | 3,576 | 3,421 |
| **Long-term Debt, Net** | 4,549 | 4,657 |
| **Commitments and Contingencies (Note 11)** | | |
| **Stockholder's Equity:** | | |
| Common stock | — | — |
| Additional paid-in capital | 4,519 | 4,519 |
| Retained earnings | 1,943 | 1,641 |
| Accumulated other comprehensive income | 15 | 15 |
| Total stockholder's equity | 6,477 | 6,175 |
| **Total Liabilities and Stockholder's Equity** | $ 16,916 | $ 16,264 |

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, | |
|---|---|---|
| | 2026 | 2025 |
| | (in millions) | |
| **Cash Flows from Operating Activities:** | | |
| Net income | $ 360 | $ 465 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization | 445 | 406 |
| Deferred income taxes | 97 | (4) |
| Gain on sale | — | (52) |
| Pension and postretirement contributions | (5) | — |
| Changes in other assets and liabilities: | | |
| Accounts receivable and unbilled revenues, net | 478 | 331 |
| Accounts receivable/payable–affiliated companies | (50) | 3 |
| Inventory | (37) | (63) |
| Accounts payable | (147) | (107) |
| Other current assets | (51) | 151 |
| Other current liabilities | (116) | (123) |
| Other non-current assets | (54) | 145 |
| Other non-current liabilities | (16) | 10 |
| Other operating activities, net | (12) | (34) |
| Net cash provided by operating activities | 892 | 1,128 |
| **Cash Flows from Investing Activities:** | | |
| Capital expenditures | (1,427) | (1,086) |
| Proceeds from divestiture | — | 1,219 |
| Contributions in aid of construction | 33 | — |
| Other investing activities, net | 29 | (97) |
| Net cash provided by (used in) investing activities | (1,365) | 36 |
| **Cash Flows from Financing Activities:** | | |
| Decrease in short-term borrowings, net | — | (3) |
| Proceeds from (payments of) commercial paper, net | 491 | (48) |
| Proceeds from long-term debt and term loan, net | 800 | — |
| Payments of long-term debt and term loan | (648) | (421) |
| Decrease in notes payable-affiliated companies | (118) | — |
| Dividends to parent | (58) | (693) |
| Proceeds from customer advances for construction | 8 | — |
| Other financing activities, net | (2) | (1) |
| Net cash provided by (used in) financing activities | 473 | (1,166) |
| **Net Decrease in Cash, Cash Equivalents and Restricted Cash** | — | (2) |
| **Cash, Cash Equivalents and Restricted Cash at Beginning of Period** | — | 2 |
| **Cash, Cash Equivalents and Restricted Cash at End of Period** | $ — | $ — |
| | | |
| **Supplemental Disclosure of Cash Flow Information** | | |
| Cash paid for interest, net of capitalized interest | $ 201 | $ 185 |
| Cash paid (refunds received) for income taxes, net | 2 | (1) |
| | | |
| **Supplemental Disclosure of Non-cash Transactions** | | |
| Accounts payable related to capital expenditures | $ 100 | $ 102 |

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, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2026 | | 2025 | | 2026 | | 2025 | |
| | 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 | | 4,519 |
| Balance, end of period | | 4,519 | | 4,519 | | 4,519 | | 4,519 |
| **Retained Earnings** | | | | | | | | |
| Balance, beginning of period | | 1,936 | | 1,473 | | 1,641 | | 1,732 |
| Net income | | 48 | | 74 | | 360 | | 465 |
| Dividend to parent | | (41) | | (43) | | (58) | | (693) |
| Balance, end of period | | 1,943 | | 1,504 | | 1,943 | | 1,504 |
| **Accumulated Other Comprehensive Income** | | | | | | | | |
| Balance, beginning of period | | 15 | | 17 | | 15 | | 17 |
| Other comprehensive loss | | — | | (2) | | — | | (2) |
| Balance, end of period | | 15 | | 15 | | 15 | | 15 |
| **Total Stockholder's Equity** | | $ 6,477 | | $ 6,038 | | $ 6,477 | | $ 6,038 |

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. No Registrant makes any 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 2025 Form 10-K. The Combined Notes to the 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. Additionally, certain amounts from prior years have been reclassified to conform to the current presentation. 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, 2026, CenterPoint Energy's indirect, wholly-owned operating subsidiaries included:

- Houston Electric, which provides electric transmission service to transmission service customers in the ERCOT region and distribution service to REPs serving the Texas Gulf Coast area that includes the city of Houston;

- CERC Corp., which (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, which 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, 2026, 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 October 1, 2026, CenterPoint Energy and CERC completed the previously announced sale of all of the issued and outstanding equity interests in CEOH, pursuant to the Ohio Securities Purchase Agreement. For additional information, see Note 16.

*Principles of Consolidation.* The accompanying Interim Condensed Financial Statements are 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, 2026, CenterPoint Energy, Houston Electric and SIGECO had VIEs including Restoration Bond Company II, Restoration Bond Company III 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 Restoration Bond Company II, Restoration Bond Company III and the SIGECO Securitization Subsidiary are payable only from and secured by 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 2025 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 for the periods presented:

| | September 30, 2026 | | | December 31, 2025 | | |
|---|---|---|---|---|---|---|
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Cash and cash equivalents (1) | $ 132 | $ 113 | $ — | $ 38 | $ 25 | $ — |
| Restricted cash included in Prepaid expenses and other current assets (2) | 22 | 16 | — | 11 | 4 | — |
| Total cash, cash equivalents and restricted cash shown in Condensed Statements of Consolidated Cash Flows | $ 154 | $ 129 | $ — | $ 49 | $ 29 | $ — |

(1) Cash and cash equivalents related to VIEs as of September 30, 2026 and December 31, 2025 included $128 million and $34 million, respectively, at CenterPoint Energy and $113 million and $25 million, respectively, at Houston Electric.
(2) Restricted cash primarily related to accounts established by CenterPoint Energy and Houston Electric to collateralize the Securitization Bonds issued by the Bond Companies and the SIGECO Securitization Subsidiary. 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. CenterPoint Energy and CERC performed their annual goodwill impairment tests in the third quarter of 2026 and determined that no goodwill impairment charge was required for any reporting unit as a result of those tests.

***Recent Accounting Pronouncements***

In May 2026, the FASB issued ASU 2026-02, Environmental Credits and Environmental Credit Obligations (Topic 818), which establishes recognition, measurement, presentation, and disclosure requirements for environmental credits and related

environmental credit obligations. The guidance is effective for public business entities for annual reporting periods beginning after December 15, 2027 and interim reporting periods within those annual reporting periods. The requirements will be applied on a retrospective basis through a cumulative-effect adjustment to the opening balance of retained earnings as of the beginning of the annual reporting period of adoption. Early adoption is permitted. The Registrants are currently assessing the impact of adopting this standard 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.

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.

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) Held for Sale, Divestiture and Acquisition (CenterPoint Energy and CERC)**

***Held for Sale.*** 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, which is comprised of the following: (i) $1.42 billion in cash payable to CERC Corp. upon closing of the 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 transaction; and (ii) a 364-day seller promissory note, in the original principal amount of $1.20 billion, to be issued by NFGC at the closing of the transaction and payable to CERC Corp. as provided by the terms and conditions of the Seller Note Agreement. The transaction closed on October 1, 2026, which is further described in Note 16. As of September 30, 2026, the assets included approximately 5,900 miles of transmission and distribution pipeline in Ohio serving approximately 333,000 metered customers. The Ohio natural gas LDC business is reflected in CenterPoint Energy's Natural Gas reportable segment and CERC's single reportable segment. A filing was made on January 9, 2026, notifying the PUCO of the execution of the Ohio Securities Purchase Agreement. The PUCO issued a Finding and Order on June 24, 2026 accepting the Joint Notice of Transaction subject to certain conditions and requirements. No applications for rehearing were filed by the relevant deadline, and as such, the Finding and Order has become final and non-appealable.

Prior to the sale, certain assets and liabilities representing the Ohio natural gas LDC business met the held for sale criteria. The assets and liabilities of the Ohio natural gas LDC business classified as held for sale in CenterPoint Energy's and CERC's Condensed Consolidated Balance Sheets, as applicable, included the following for the periods presented:

**CenterPoint Energy**

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| Accounts receivable, net | $ 39 | $ 47 |
| Accrued unbilled revenues | 17 | 45 |
| Materials and supplies | 9 | 9 |
| Property, plant and equipment, net | 1,820 | 1,803 |
| Goodwill | 393 | 393 |
| Regulatory assets | 361 | 372 |
| Total current assets held for sale | $ 2,639 | $ 2,669 |
| | | |
| Accounts payable | $ 17 | $ 100 |
| Taxes accrued | 30 | 37 |
| Customer deposits | 5 | 5 |
| Other current liabilities | 5 | 8 |
| Regulatory liabilities | 325 | 328 |
| Other non-current liabilities | 41 | 42 |
| Total current liabilities held for sale | $ 423 | $ 520 |

**CERC**

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| | (in millions) | |
| Accounts receivable, net | $ 39 | $ 47 |
| Accrued unbilled revenues | 17 | 45 |
| Materials and supplies | 9 | 9 |
| Property, plant and equipment, net | 1,820 | 1,803 |
| Goodwill | 219 | 219 |
| Regulatory assets | 361 | 372 |
| Total current assets held for sale | $ 2,465 | $ 2,495 |
| | | |
| Accounts payable | $ 17 | $ 100 |
| Taxes accrued | 30 | 37 |
| Customer deposits | 5 | 5 |
| Other current liabilities | 5 | 8 |
| Regulatory liabilities | 325 | 328 |
| Other non-current liabilities | 41 | 42 |
| Total current liabilities held for sale | $ 423 | $ 520 |

Although the Ohio natural gas LDC business meets the held for sale criteria, its announced disposal did not represent a strategic shift for CenterPoint Energy and CERC as both retain significant operations in, and continue to invest in, their natural gas LDC businesses. Therefore, the assets and liabilities, as well as the related income and expenses, associated with this transaction were not reflected as discontinued operations on CenterPoint Energy's and CERC's Condensed Consolidated Balance Sheets and Condensed Statements of Consolidated Income, as applicable. Since the depreciation on the assets of the Ohio natural gas LDC business 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.

The pre-tax income for the Ohio natural gas LDC business, excluding corporate allocations, included in CenterPoint Energy's and CERC's Condensed Statements of Consolidated Income is as follows for the periods presented:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Income Before Income Taxes | $ 19 | $ 18 | $ 71 | $ 72 |

***Divestiture of Louisiana and Mississippi natural gas LDC 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. 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 more than 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.

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. CenterPoint Energy and CERC received $6 million from the LAMS Buyers related to working capital and other customary adjustments set forth in the LAMS Asset Purchase Agreement during the nine months ended September 30, 2026.

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 was $48 million during the nine months ended September 30, 2025.

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. In June 2026, the Transition Services Agreement was terminated.

CenterPoint Energy's and CERC's charges to the LAMS Buyers for reimbursement of transition services costs were $18 million during the nine months ended September 30, 2026. 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 $9 million as of December 31, 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. On February 3, 2025, the IURC approved Indiana Electric's request to convey PTCs to customers through the new tax adjustment rider. 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.

**(4) Revenue**

The following tables disaggregate revenues by reportable segment and major source for the periods presented:

**CenterPoint Energy**

| | Three Months Ended September 30, 2026 | | | |
|---|---|---|---|---|
| | Electric | Natural Gas | Corporate and Other | Total |
| | (in millions) | | | |
| Revenue from contracts with customers | $ 1,564 | $ 635 | $ 2 | $ 2,201 |
| Other (1) | (15) | 6 | — | (9) |
| Eliminations | — | (1) | — | (1) |
| Total revenues | $ 1,549 | $ 640 | $ 2 | $ 2,191 |

| | 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 |

| | Nine Months Ended September 30, 2026 | | | |
|---|---|---|---|---|
| | Electric | Natural Gas | Corporate and Other | Total |
| | (in millions) | | | |
| Revenue from contracts with customers | $ 4,158 | $ 3,170 | $ 7 | $ 7,335 |
| Other (1) | (28) | 13 | 2 | (13) |
| Eliminations | — | (2) | (2) | (4) |
| Total revenues | $ 4,130 | $ 3,181 | $ 7 | $ 7,318 |

| | 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 |

(1) Consists of the impact of ARPs, leases and other miscellaneous items.

**Houston Electric**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Revenue from contracts with customers | $ 1,334 | $ 1,139 | $ 3,516 | $ 3,045 |
| Other (1) | (18) | (7) | (42) | (21) |
| Total revenues | $ 1,316 | $ 1,132 | $ 3,474 | $ 3,024 |

(1) Consists of the impact of ARPs, leases and other miscellaneous items.

**CERC**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Revenue from contracts with customers | $ 621 | $ 602 | $ 3,075 | $ 3,157 |
| Other (1) | 6 | 5 | 9 | (31) |
| Total revenues | $ 627 | $ 607 | $ 3,084 | $ 3,126 |

(1) Consists of the impact of ARPs, leases and other miscellaneous items.

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

**CenterPoint Energy**

| | Accounts Receivable (1) (2) | Accrued Unbilled Revenues (2) |
|---|---|---|
| | (in millions) | |
| Opening balance as of December 31, 2025 | $ 722 | $ 600 |
| Closing balance as of September 30, 2026 | 781 | 403 |
| Increase (Decrease) | $ 59 | $ (197) |

(1) Excludes balances related to customer or vendor cost reimbursements and insurance that are not attributable to revenues from contracts with customers.
(2) The opening balance as of December 31, 2025 and the closing balance as of September 30, 2026 also excluded amounts classified as held for sale associated with the Ohio natural gas LDC business.

**Houston Electric**

| | Accounts Receivable (1) | Accrued Unbilled Revenues |
|---|---|---|
| | (in millions) | |
| Opening balance as of December 31, 2025 | $ 300 | $ 169 |
| Closing balance as of September 30, 2026 | 517 | 236 |
| Increase | $ 217 | $ 67 |

(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) (2) | Accrued Unbilled Revenues (2) |
|---|---|---|
| | (in millions) | |
| Opening balance as of December 31, 2025 | $ 357 | $ 372 |
| Closing balance as of September 30, 2026 | 190 | 115 |
| Decrease | $ (167) | $ (257) |

(1) Excludes balances related to customer or vendor cost reimbursements and insurance that are not attributable to revenues from contracts with customers.
(2) The opening balance as of December 31, 2025 and the closing balance as of September 30, 2026 also excluded amounts classified as held for sale associated with the Ohio natural gas LDC business.

**(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 for the periods presented:

**Pension Benefits (CenterPoint Energy)**

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | | |
| Service cost (1) | $ 7 | $ 5 | $ 20 | $ 17 |
| Interest cost (2) | 19 | 20 | 57 | 59 |
| Expected return on plan assets (2) | (21) | (20) | (62) | (60) |
| Amortization of net loss (2) | 7 | 7 | 22 | 21 |
| Settlement income | (1) | — | (2) | — |
| Net periodic cost | $ 11 | $ 12 | $ 35 | $ 37 |

(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, | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | | 2025 | | |
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Service cost (1) | $ 1 | $ — | $ — | $ 1 | $ — | $ — |
| Interest cost (2) | 3 | 1 | 1 | 3 | 1 | 2 |
| Expected return on plan assets (2) | (1) | (1) | — | (1) | (1) | — |
| Amortization of prior service cost (credit) (2) | (1) | — | 1 | (1) | (2) | 1 |
| Amortization of net loss (2) | (2) | (1) | (1) | (2) | (1) | (1) |
| Net periodic cost (benefit) | $ — | $ (1) | $ 1 | $ — | $ (3) | $ 2 |

| | Nine Months Ended September 30, | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | | 2025 | | |
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Service cost (1) | $ 1 | $ — | $ — | $ 1 | $ — | $ — |
| Interest cost (2) | 10 | 4 | 3 | 10 | 4 | 4 |
| Expected return on plan assets (2) | (4) | (3) | (1) | (4) | (3) | (1) |
| Amortization of prior service cost (credit) (2) | (2) | (3) | 1 | (2) | (4) | 2 |
| Amortization of net loss (2) | (6) | (3) | (1) | (7) | (4) | (3) |
| Net periodic cost (benefit) | $ (1) | $ (5) | $ 2 | $ (2) | $ (7) | $ 2 |

(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, net in each of the Registrants' respective Condensed Statements of Consolidated Income, net of regulatory deferrals.

**Benefit Plan Contributions**

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

| | Three Months Ended September 30, 2026 | | | Nine Months Ended September 30, 2026 | | |
|---|---|---|---|---|---|---|
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Pension plans | $ 28 | $ — | $ — | $ 62 | $ — | $ — |
| Postretirement benefit plans | 3 | 1 | 2 | 9 | 1 | 5 |

**(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 Consolidated 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, 2026 | | | December 31, 2025 | | |
|---|---|---|---|---|---|---|
| | CenterPoint Energy (1) | Houston Electric (2) | CERC (3) | CenterPoint Energy (1) | Houston Electric (2) | CERC (3) |
| | (in millions) | | | | | |
| Unrecognized equity return | $ 273 | $ 87 | $ 122 | $ 310 | $ 135 | $ 111 |

(1) In addition to the amounts described in (2) and (3) below, primarily includes CenterPoint Energy's allowed equity return on post in-service carrying cost generally associated with investments in SIGECO.
(2) Primarily includes Houston Electric's allowed equity return on TEEEF costs and certain storm restoration costs.
(3) Primarily includes 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 for the periods presented:

| | Three Months Ended September 30, | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | | 2025 | | |
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Allowed equity return recognized | $ 24 | $ 23 | $ 1 | $ 9 | $ 8 | $ 1 |

| | Nine Months Ended September 30, | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | | 2025 | | |
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| Allowed equity return recognized | $ 71 | $ 66 | $ 3 | $ 18 | $ 14 | $ 3 |

***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 Indiana and Texas, and continue to recover the natural gas cost in Minnesota. As of September 30, 2026 and December 31, 2025, each of CenterPoint Energy and CERC had recorded current regulatory assets of $26 million and $70 million associated with the February 2021 Winter Storm Event.

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

***Texas Public Securitization***

The TNGSFC 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 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 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 TNGSFC, and not CenterPoint Energy or CERC, is the owner of the customer rate relief property. The assets of the TNGSFC 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 Statements of Consolidated Income of CenterPoint Energy or CERC.

***Indiana Electric Securitization of Generation Retirements (CenterPoint Energy)***

On June 29, 2023, in connection with the securitization of 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 and used a portion of the net proceeds from the issuance to purchase the securitization property from SIGECO.

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, such qualified costs. 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.

***TEEEF (CenterPoint Energy and Houston Electric)***

Pursuant to Texas legislation passed in 2021, Houston Electric entered into two leases for medium (5.7 MW) and large (27 MW to 32 MW) TEEEF. 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. 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 $71 million and $78 million as of September 30, 2026 and December 31, 2025, 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 $80 million and $123 million as of September 30, 2026 and December 31, 2025, respectively.

Right of use finance lease assets, such as assets acquired under the long-term leases, were evaluated for impairment under the long-lived asset impairment model by assessing if a capital disallowance from a regulator was probable through monitoring the outcome of rate cases and other proceedings until the TEEEF finance lease assets were taken out of the rate base of the regulated utility. Following removal of the large and medium TEEEF units from the rate base of the regulated utility, as proposed in the proceeding further described below, such TEEEF units are subject to impairment testing under Accounting Standards Codification 360. 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 during the three and nine months ended September 30, 2026 or 2025.

Effective January 1, 2023, all medium and large TEEEF were leased under the long-term lease agreement. The long-term lease agreement includes up to 519 MW of TEEEF, all of which were delivered as of December 31, 2022, triggering lease commencement at delivery, with an initial term ending in 2029 for all such TEEEF leases. The remaining finance lease liability associated with the commenced long-term TEEEF agreement was not significant as of September 30, 2026 and December 31, 2025 and relates to removal costs that will be incurred at the end of the lease term. As of September 30, 2026, Houston Electric had secured a first lien on the assets leased under the prepayment agreement.

On December 19, 2024, Houston Electric announced a proposal to release its 15 large TEEEF units to ERCOT at CPS Energy facilities to serve the greater San Antonio region for a period of up to two years. On April 18, 2025, a proposal was filed with the PUCT (Docket 57980) seeking approval of the aforementioned release to ERCOT and CPS Energy, 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 (the "ERCOT Transaction"), subject to PUCT approval in Docket 57980, to release the 15 large TEEEF units to the San Antonio area until March 2027 unless terminated earlier pursuant to the provisions of the ERCOT Transaction, 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 complete one or more future transactions involving the large TEEEF units; because the TEEEF units would not be available to serve customers during such time, Houston Electric 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. On October 13, 2025, intervenor testimony was filed. On November 21, 2025, Houston Electric filed supplemental testimony proposing removal of its five medium TEEEF units from its fleet and rates. On June 26, 2026, Houston Electric filed a stipulation and agreement supporting removal of the 15 large units and 5 medium units effective May 1, 2025 and January 1, 2026, respectively, an agreed motion for interim rates effective August 15, 2026, settlement testimony, and agreed motion to admit evidence and remand proceeding back to the PUCT. On June 29, 2026, SOAH granted the requested motions and remanded the proceeding to the PUCT. If approved by the PUCT, the current revenue requirement will be reduced by $112 million. On October 9, 2026, the ALJ filed a revised proposed order, reflecting the previously implemented interim rates; assignment to a PUCT open meeting agenda is pending.

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 Houston Electric's 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 and medium TEEEF units approved in Docket 53442. On June 29, 2025, Order No. 9 was issued to abate this complaint case until a final order is issued in Docket 57980.

Pursuant to Texas legislation passed in 2023, Houston Electric has entered into contractual arrangements to facilitate access to small (200 kW to 1,250 kW) TEEEF units. In January 2025, the PUCT adopted the TEEEF Rule, which refined the scope of TEEEF filings that can be made pursuant to applicable Texas regulations, and in February 2026, the TEEEF Rule was amended pursuant to Texas Senate Bill 231 to, among other things, prohibit TDUs from entering into, renewing or extending leases for TEEEF units unless such units have a maximum generation capacity of 5 or fewer MW and are rapidly deployable. 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, with exceptions for emergency situations or if the lease includes a provision allowing for the alteration of the lease based on applicable PUCT orders or rules. 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. 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 December 3, 2025, Houston Electric filed a stipulation and settlement agreement. On March 12, 2026, the PUCT issued an order authorizing Houston Electric to enter into a lease 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 a term of 36 months. Approval of Houston Electric's request in this filing had no cost impact on customers at this time because cost determination will occur in a future proceeding.

***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.

In September 2025, Restoration Bond Company II issued approximately $401.5 million aggregate principal amount of the Restoration Bond Company II Securitization Bonds and used a portion of the net proceeds from the issuance to purchase the system restoration property, which was composed of system restoration costs previously classified within Regulatory assets and Property, plant and equipment on Houston Electric's Condensed Consolidated Balance Sheets, from Houston Electric. Subsequent to the issuance of the Restoration Bond Company II Securitization Bonds, the system restoration property is reflected within Regulatory Assets on Houston Electric's Condensed Consolidated Balance Sheets.

The Restoration Bond Company II Securitization 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 associated with the May 2024 Storm Events as authorized by the PUCT. 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 Restoration Bond Company II Securitization Bonds except to remit collections of system restoration charges as set forth in a servicing agreement between Houston Electric and Restoration Bond Company II.

***Hurricane Beryl and Subsequent Storm Events***

Houston Electric's electric delivery system suffered significant damage as a result of Hurricane Beryl and certain other significant storms. 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.

In February 2026, Restoration Bond Company III issued approximately $1.193 billion aggregate principal amount of the Restoration Bond Company III Securitization Bonds and used a portion of the net proceeds from the issuance to purchase the system restoration property, which was composed of system restoration costs previously classified within Regulatory assets and Property, plant and equipment on Houston Electric's Condensed Consolidated Balance Sheets, from Houston Electric. Subsequent to the issuance of the Restoration Bond Company III Securitization Bonds, the system restoration property is reflected within Regulatory Assets on Houston Electric's Condensed Consolidated Balance Sheets.

The Restoration Bond Company III Securitization 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 associated with Hurricane Beryl and certain other significant storms as authorized by the PUCT. Restoration Bond Company III, not Houston Electric, is the owner of the system restoration property, and the assets of Restoration Bond Company III are not available to pay the creditors of Houston Electric or its affiliates, other than Restoration Bond Company III. Houston Electric has no payment obligations with respect to the Restoration Bond Company III Securitization Bonds except to remit collections of system restoration charges as set forth in a servicing agreement between Houston Electric and Restoration Bond Company III.

See Note 11(c) for information regarding litigation related to Hurricane Beryl.

**(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, if any. 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, 2026 and December 31, 2025, 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 the dates presented and indicate the fair value hierarchy of the valuation techniques utilized by the Registrants to determine such fair value:

**CenterPoint Energy**

| | September 30, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total | Level 1 | Level 2 | Level 3 | Total |
| | (in millions) | | | | | | | |
| **Assets** | | | | | | | | |
| Investment in equity securities | $ 425 | $ — | $ — | $ 425 | $ 510 | $ — | $ — | $ 510 |
| Investments, including money market funds (1) (3) | 42 | — | — | 42 | 23 | — | — | 23 |
| Total assets | $ 467 | $ — | $ — | $ 467 | $ 533 | $ — | $ — | $ 533 |
| **Liabilities** | | | | | | | | |
| Indexed debt securities derivative | $ — | $ 468 | $ — | $ 468 | $ — | $ 564 | $ — | $ 564 |
| Total liabilities | $ — | $ 468 | $ — | $ 468 | $ — | $ 564 | $ — | $ 564 |

**Houston Electric**

| | September 30, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total | Level 1 | Level 2 | Level 3 | Total |
| | (in millions) | | | | | | | |
| **Assets** | | | | | | | | |
| Investments, including money market funds (2) (3) | $ 25 | $ — | $ — | $ 25 | $ 6 | $ — | $ — | $ 6 |
| Total assets | $ 25 | $ — | $ — | $ 25 | $ 6 | $ — | $ — | $ 6 |

**CERC**

| | September 30, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | Level 1 | Level 2 | Level 3 | Total | Level 1 | Level 2 | Level 3 | Total |
| | (in millions) | | | | | | | |
| **Assets** | | | | | | | | |
| Investments, including money market funds (1) | $ 16 | $ — | $ — | $ 16 | $ 16 | $ — | $ — | $ 16 |
| Total assets | $ 16 | $ — | $ — | $ 16 | $ 16 | $ — | $ — | $ 16 |

(1) Primarily included in Other non-current assets in the respective Condensed Consolidated Balance Sheets.
(2) Primarily included in Prepaid expenses and other current assets in the Condensed Consolidated Balance Sheets.
(3) Includes amounts associated with capital contributions made to the Bond Companies.

***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, 2026 | | | December 31, 2025 | | |
|---|---|---|---|---|---|---|
| | CenterPoint Energy (1) | Houston Electric (1) | CERC | CenterPoint Energy (1) | Houston Electric (1) | CERC |
| **Short-term borrowings and long-term debt, including current maturities** | | | (in millions) | | | |
| Carrying amount | $ 24,903 | $ 11,941 | $ 5,355 | $ 22,980 | $ 10,079 | $ 4,717 |
| Fair value | 22,928 | 10,389 | 5,191 | 22,377 | 9,292 | 4,711 |

(1) Includes Securitization Bonds.

**(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 the periods presented:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | | | (in millions) | |
| AT&T Common | $ 38 | $ (8) | $ (5) | $ 55 |
| Charter Common | (27) | (116) | (85) | (59) |
| WBD Common | 10 | 20 | 5 | 22 |
| Gain (loss) on equity securities, net | $ 21 | $ (104) | $ (85) | $ 18 |

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 the periods presented:

| | Shares Held | | Carrying Value | |
|---|---|---|---|---|
| | September 30, 2026 | December 31, 2025 | September 30, 2026 | December 31, 2025 |
| | | | (in millions) | |
| AT&T Common | 10,212,945 | 10,212,945 | $ 249 | $ 254 |
| Charter Common | 872,503 | 872,503 | 97 | 182 |
| WBD Common | 2,470,685 | 2,470,685 | 76 | 71 |
| Other | | | 3 | 3 |
| Investment in equity securities | | | $ 425 | $ 510 |

***(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, 2026. 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 for the periods presented:

| | September 30, 2026 | December 31, 2025 |
|---|---|---|
| | (in shares) | |
| AT&T Common | 0.7185 | 0.7185 |
| Charter Common | 0.061382 | 0.061382 |
| WBD Common | 0.173817 | 0.173817 |

On February 27, 2026, Paramount and WBD announced they had entered into a merger agreement providing for the Paramount and WBD Merger under which Paramount would pay cash for all outstanding shares of WBD. Paramount paid

$31.01666668 per share for all such outstanding shares of WBD Common upon the completion of the Paramount and WBD Merger. For further information related to the merger, see Note 16.

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, 2026, the ZENS, having an original principal amount of $828 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.* In January 2026, CERC Corp. entered into a delayed draw term loan agreement pursuant to which the banks party thereto committed to provide term loans in an aggregate principal amount of up to $800 million by March 30, 2026 in up to three separate borrowings, subject to the satisfaction or waiver of certain customary conditions. The maturity date of the term loan is July 16, 2027. The borrowings under the term loan agreement bear interest at CERC's option, at a rate per annum equal to either (i) Term SOFR (as defined in the term loan agreement), plus a margin of 0.85%, or (ii) the Alternate Base Rate (as defined in the term loan agreement). CERC Corp. borrowed $500 million on January 20, 2026 and borrowed the remaining $300 million on March 25, 2026. CERC used the proceeds thereof for general corporate purposes.

In February 2026, Restoration Bond Company III issued and sold approximately $1.193 billion aggregate principal amount of the Restoration Bond Company III Securitization Bonds in three tranches with initial principal amounts of $298,370,000, $397,825,000 and $497,279,000, with interest rates of 3.899%, 4.480% and 4.864% and scheduled final payment dates of December 2030, June 2035 and December 2039, respectively. Restoration Bond Company III used the net proceeds from the issuance to purchase the system restoration property from Houston Electric.

In February 2026, Houston Electric issued and sold $800 million aggregate principal amount of its 4.85% General Mortgage Bonds, Series AR, due 2036. Total proceeds, net of transaction expenses and fees, were approximately $791 million, which was used for general limited liability company purposes, including capital expenditures and working capital purposes.

In September 2026, Houston Electric issued and sold $700 million aggregate principal amount of its 5.40% General Mortgage Bonds, Series AS, due 2031. Total proceeds, net of transaction expenses and fees, were approximately $694 million, which was used for general limited liability company purposes, including capital expenditures and working capital purposes.

*2029 Convertible Senior Notes.* In February 2026, CenterPoint Energy issued and sold $650 million aggregate principal amount of the 2029 Convertible Notes. The 2029 Convertible Notes bear interest at a rate of 2.875% per year. Total proceeds, net of transaction expenses and fees, were approximately $642 million, which were used for general corporate purposes.

Interest on the 2029 Convertible Notes is payable semiannually in arrears on May 15 and November 15 of each year, beginning on November 15, 2026. The 2029 Convertible Notes will mature on May 15, 2029, 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 February 15, 2029, the 2029 Convertible Notes are convertible only under certain conditions. On or after February 15, 2029 until the close of business on the second scheduled trading day immediately preceding the maturity date, holders of the 2029 Convertible Notes may convert all or any portion of their 2029 Convertible Notes at any time at the conversion rate then in effect, irrespective of the conditions. CenterPoint Energy may not redeem the 2029 Convertible Notes prior to the maturity date.

Upon conversion of the 2029 Convertible Notes, CenterPoint Energy will pay cash up to the aggregate principal amount of the 2029 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 2029 Convertible Notes being converted. The conversion rate for the 2029 Convertible Notes is initially 18.6524 shares of Common Stock per $1,000 principal amount of 2029 Convertible Notes (equivalent to an initial conversion price of approximately $53.61 per share of Common Stock). The initial conversion price of the 2029 Convertible Notes represents a premium of approximately 25.0% over the last reported sale price of the Common Stock on the NYSE on February 23, 2026. Initially, a maximum of 15,155,010 shares of Common Stock may be issued upon conversion of the 2029 Convertible Notes based on the initial maximum conversion rate of 23.3154 shares of Common Stock per $1,000 principal amount of 2029 Convertible Notes. The conversion

rate will be subject to adjustment in some events (as described in the 2029 Convertible Notes Indenture) but will not be adjusted for any accrued and unpaid interest.

*Junior Subordinated Notes*. In August 2026, CenterPoint Energy issued $700 million aggregate principal amount of 6.400% Fixed-to-Fixed Reset Rate Junior Subordinated Notes, Series E, due 2058 (the "Series E Notes"). Interest on the Series E Notes accrues from August 3, 2026 and is payable semiannually in arrears on February 15 and August 15 of each year, beginning on February 15, 2027, and maturing on August 15, 2058. The Series E Notes bear interest (i) from and including August 3, 2026 to, but excluding, August 15, 2033 at the rate of 6.400% per annum and (ii) from and including August 15, 2033, during each five-year period following August 15, 2033 (each such five-year period, a "Series E 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 E Interest Reset Period plus a spread of 1.885% with such rate per annum to be reset on each five-year anniversary of August 15, 2033. So long as no event of default (as defined in the Junior Subordinated Notes Indenture) with respect to the Series E Notes has occurred and is continuing, CenterPoint Energy may, at its option, defer interest payments on the Series E 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 Junior Subordinated Notes Indenture) may extend beyond the final maturity date of the Series E 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 E Notes in right of payment (including debt securities of other series, such as the other series of the junior subordinated notes issued); 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 E Notes in right of payment.

The Series E 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 E 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 our outstanding 2026 Convertible Notes, which matured on August 15, 2026 and bore interest at a rate of 4.25% per annum as further described below, and the repayment of our outstanding commercial paper.

*Debt Repayments and Redemptions.* On February 11, 2026, CERC Corp. commenced sending out notices of full prepayment relating to (i) $10 million aggregate principal amount of its 4.25% Senior Notes, Series B, due June 5, 2043, (ii) $40 million aggregate principal amount of its 4.36% Senior Notes, Series B, due December 15, 2045, (iii) $35 million aggregate principal amount of its 5.99% Senior Notes, Series C, due November 30, 2041, (iv) $60 million aggregate principal amount of its 5.02% Senior Notes, Series B, due November 30, 2026 and (v) $100 million aggregate principal amount of its 5.00% Senior Notes due February 3, 2042, pursuant to Note Purchase Agreements, each dated as of May 27, 2022, by and among CERC Corp. and the purchasers party thereto. Such notes were prepaid on March 27, 2026 at 100% of the principal amount plus accrued and unpaid interest and a Make-Whole Amount (as defined in the respective Note Purchase Agreements). Each of CenterPoint Energy and CERC recognized a loss on early extinguishment of debt of approximately $13 million for the three months ended March 31, 2026, which is included in Interest expense and other finance charges on their respective Statements of Consolidated Income.

In February 2026, Houston Electric repaid the $500 million outstanding amount of its term loan, including accrued and unpaid interest thereon, and, following the repayment, the term loan agreement was terminated.

In June 2026, CenterPoint Energy repaid at maturity $500 million aggregate principal amount of its outstanding 1.45% Senior Notes due 2026 at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon.

In August 2026, CenterPoint Energy settled all of its outstanding principal amount of the 2026 Convertible Notes, which matured on August 15, 2026. Upon conversion, CenterPoint Energy paid $1.0 billion in aggregate principal amount and approximately $21 million in interest, in each case in cash, and issued 4,120,719 shares of its common stock to settle the conversion premium as the conversion value exceeded the principal amount of the 2026 Convertible Notes.

In August 2026, CenterPoint Energy repaid at maturity $17 million aggregate principal amount of its outstanding 5.25% Senior Notes due 2026 at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon.

In September 2026, Houston Electric repaid at maturity $300 million aggregate principal amount of its outstanding 2.40% General Mortgage Bonds due 2026 at a price equal to 100% of the principal amount thereof plus accrued and unpaid interest thereon.

In September 2026, CERC Corp. commenced a cash tender offer for up to $350 million aggregate purchase price of certain of its outstanding senior notes, ranging from 4.00% to 5.40% due 2028 to 2047. In September 2026, CERC Corp. announced that it had increased the amount of notes to be accepted from $350 million aggregate purchase price to $400 million aggregate purchase price and accepted for purchase and paid approximately $400 million aggregate purchase price of its notes pursuant to the tender offer. Upon completion of the tender offer, CERC Corp. cancelled approximately $415 million aggregate principal amount of its senior notes pursuant to the terms of the respective indentures governing such notes. CERC Corp. recognized a gain on early extinguishment of debt of approximately $8 million for the three months ended September 30, 2026, which is included in Interest expense and other finance charges on its Statements of Consolidated Income.

*Credit Facilities and Commercial Paper*. On September 9, 2026, CenterPoint Energy, Houston Electric, CERC and SIGECO replaced their existing revolving credit facilities with four revolving credit facilities totaling $4.6 billion in aggregate commitments. In addition, Houston Electric established a commercial paper program under which it may issue short-term, unsecured commercial paper notes in an aggregate principal amount not to exceed $1.0 billion outstanding at any time. Houston Electric's commercial paper program is backstopped by its revolving credit facility. Further, in connection with replacing the credit facilities, CenterPoint Energy decreased the size of its commercial paper program to permit the issuance of commercial paper notes in an aggregate principal amount not to exceed $2.2 billion and CERC increased its commercial paper program to permit the issuance of commercial paper notes in an aggregate principal amount not to exceed $1.1 billion. The Registrants had the following revolving credit facilities as of September 30, 2026:

| Registrant | Execution Date | Size of Facility | 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, 2026 (2) | Termination Date |
|---|---|---|---|---|---|---|---|
| | | (in millions) | | | | | |
| CenterPoint Energy | September 9, 2026 | $ 2,200 | 1.500 % | 67.5% | (3) | 58.6% | September 9, 2031 |
| CenterPoint Energy (4) | September 9, 2026 | 300 | 1.125 % | 65.0% | | 44.9% | September 9, 2031 |
| Houston Electric | September 9, 2026 | 1,000 | 1.250 % | 67.5% | (3) | 56.1% | September 9, 2031 |
| CERC | September 9, 2026 | 1,100 | 1.000 % | 65.0% | | 42.2% | September 9, 2031 |
| Total | | $ 4,600 | | | | | |

(1) Based on credit ratings as of September 30, 2026.
(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, 2026.

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

| Registrant | September 30, 2026 | | | | December 31, 2025 | | | |
|---|---|---|---|---|---|---|---|---|
| | 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) | $ — | $ — | $ 23 | 4.01 % | $ — | $ — | $ 420 | 3.78 % |
| CenterPoint Energy (2) | — | — | — | — % | — | — | — | — % |
| Houston Electric | — | — | — | — % | — | — | — | — % |
| CERC (1) | — | — | 1,050 | 4.04 % | — | — | 559 | 3.86 % |
| Total | $ — | $ — | $ 1,073 | | $ — | $ — | $ 979 | |

(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.
(2) This credit facility was issued by SIGECO.

*Liens.* As of September 30, 2026, Houston Electric's assets were subject to liens securing approximately $10.5 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 condensed 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, 2026, approximately $5.1 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, 2026, SIGECO had approximately $1.5 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, 2026, SIGECO was permitted to issue additional bonds under its mortgage indenture up to 70% of then currently unfunded property additions and approximately $1 billion of additional first mortgage bonds could be issued on this basis.

**(10) Income Taxes**

The Registrants reported the following effective tax rates for the periods presented:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| CenterPoint Energy (1) | 20 % | (2)% | 20 % | 14 % |
| Houston Electric (2) | 21 % | 18 % | 20 % | 19 % |
| CERC (3) | 11 % | (222)% | 21 % | 11 % |

(1) CenterPoint Energy's higher effective tax rate for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 was due primarily to an increase in state income taxes driven by the prior year remeasurement of state deferred taxes in the third quarter of 2025. A decrease in nondeductible goodwill was offset by a decrease in excess deferred tax amortization resulting from the sale of the Louisiana and Mississippi natural gas LDC businesses in the first quarter of 2025. CenterPoint Energy's higher effective tax rate for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 was due primarily to an increase in state income taxes driven by the prior year remeasurement of state deferred taxes in the third quarter of 2025. In 2026, a decrease in nondeductible goodwill was offset by a decrease in excess deferred tax amortization resulting from the sale of the Louisiana and Mississippi natural gas LDC businesses in the first quarter of 2025.
(2) Houston Electric's higher effective tax rate for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 was primarily driven by an increase in state income taxes. Houston Electric's higher effective tax rate for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 was primarily driven by an increase in state income taxes.
(3) CERC's higher effective tax rate for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 was due primarily to an increase in state income taxes driven by the prior year remeasurement of state deferred taxes in the third quarter of 2025. CERC's higher effective tax rate for the nine months ended

September 30, 2026 compared to the nine months ended September 30, 2025 was due primarily to an increase in state income taxes driven by the prior year remeasurement of state deferred taxes in the third quarter of 2025. A decrease in nondeductible goodwill was offset by a decrease in excess deferred tax amortization resulting from the sale of the Louisiana and Mississippi natural gas LDC businesses in the first quarter of 2025.

CenterPoint Energy reported a net uncertain tax liability, inclusive of interest and penalties, of $20 million as of September 30, 2026. The Registrants believe that it is reasonably possible that the Registrants will recognize a $20 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 2023 have been audited and settled with the IRS for CenterPoint Energy. For tax years 2024, 2025 and 2026, 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, 2026 and December 31, 2025 because these contracts meet an exception as "normal purchases contracts" or do not meet the definition of a derivative. Natural gas supply commitments also include transportation contracts that do not meet the definition of a derivative.

As of September 30, 2026, 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 2026 | $ 213 | $ 32 | $ 16 | $ 211 |
| 2027 | 647 | 122 | 153 | 641 |
| 2028 | 599 | 100 | 143 | 592 |
| 2029 | 577 | 98 | 10 | 571 |
| 2030 | 530 | 81 | 2 | 523 |
| Thereafter | 1,413 | 1,538 | 16 | 1,389 |
| Total | $ 3,979 | $ 1,971 | $ 340 | $ 3,927 |

(1) Primarily related to PPAs with commitments ranging from 20 years to 27 years.
(2) Primarily related to commitments for utility equipment, including meters and transformers, with the remaining commitments related to information technology services and software.

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) 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 $411 million as of September 30, 2026 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, 2026 and December 31, 2025 related to its obligation under the outstanding guarantees.

***(c) Legal, Environmental and Other Matters***

***Legal Matters***

*Litigation Related to Hurricane Beryl.* Various federal, state and local governmental and regulatory agencies and other entities called for or conducted 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. Ongoing and future inquiries, investigations and proposed legislation regarding Hurricane Beryl could adversely affect our business, financial condition, results of operations and cash flows, including with respect to our recovery of costs incurred as a result of Hurricane Beryl or future severe weather events; the assessment of financial penalties; changes to Houston Electric's system, service territories, operations and/or regulatory treatment; and the viability for Houston Electric to continue leasing TEEEF. 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. As of September 30, 2026, the case remained stayed. 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 sought 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 assert claims of negligence, gross negligence, nuisance and/or intentional misconduct. One of those lawsuits is brought by approximately 130 individually named plaintiffs, and the other lawsuit includes approximately six individually named plaintiffs. In addition, thirteen individual actions are currently pending in Harris County District Courts. These actions assert 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 wrongful death, personal injury, or property damage and seek damages in excess of $1 million each. Six of the thirteen additional lawsuits are on behalf of a collective approximately 465 individuals or entities who claim losses due to power outages, with damages in excess of $1 million being sought in five of the suits and in excess of $5 million in the sixth suit. These cases have been or will be transferred to the designated MDL pretrial court. CenterPoint Energy, CenterPoint Energy Service Company, LLC and/or Houston Electric filed dispositive motions in the two former putative class action cases and certain individual actions. On December 1, 2025, the MDL pretrial court granted Houston Electric's dispositive motion in one individual action brought by a business alleging losses due to a power outage following Hurricane Beryl. Following this ruling, this action, as well as two other actions in which the plaintiffs alleged losses due to power outages following Hurricane Beryl, were dismissed or non-suited. On January 28, 2026, the MDL pretrial court denied dispositive motions filed by CenterPoint Energy, CenterPoint Energy Service Company, LLC and/or Houston Electric in individual actions alleging personal injury or property damage. Houston Electric filed notices of appeal of these orders, and briefing in Houston Electric's appeal in the property damage case is complete. The claims against CenterPoint Energy and Houston Electric in the personal injury case were non-suited and the related appeal was dismissed. After the appeal was dismissed, the personal injury plaintiff again sued CenterPoint Energy and Houston Electric. On March 19, 2026, the MDL pretrial court ruled on CenterPoint Energy and/or Houston

Electric's dispositive motions in the two former putative class actions, granting the motions as to the plaintiffs' claims for negligence, fraud and nuisance but denying them as to plaintiffs' gross negligence claims. On June 19, 2026, CenterPoint Energy and Houston Electric filed a petition for writ of mandamus as to the MDL pretrial court's denial of the dispositive motions on plaintiffs' gross negligence claims and that petition was denied by the Court of Appeals for the Fourteenth District of Texas on August 4, 2026. On September 18, 2026, CenterPoint Energy and Houston Electric filed a petition for writ of mandamus as to the MDL pretrial court's denial of the dispositive motions on plaintiffs' gross negligence claims in the Supreme Court of Texas. 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 certain of 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, CenterPoint Energy Service Company, LLC 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.

*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, 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, 2026, there were approximately 207 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 144 of those lawsuits. The plaintiffs in the lawsuits asserted negligence, gross negligence and nuisance causes of action, among others, against CenterPoint Energy, Utility Holding and Houston Electric. Following the filing of dispositive motions under Rule 91a of the Texas Rules of Civil Procedure in five representative or "bellwether" cases in the MDL proceeding and related mandamus proceedings in the court of appeals and the Supreme Court of Texas, the plaintiffs' claims against CenterPoint Energy and Houston Electric have been dismissed with the exception of the plaintiffs' gross negligence claims. With respect to the plaintiffs' gross negligence claims, the Supreme Court of Texas concluded that the plaintiffs should be given the opportunity to replead those claims. Following issuance of the Texas Supreme Court's decision on September 11, 2025, most plaintiffs filed amended petitions, and four bellwether cases were selected for another round of motions to dismiss based on plaintiffs' petitions. Briefing on the TDUs' pleadings-based motions is complete, and a hearing on these motions was held on October 13, 2026. The claims against Utility Holding have been dismissed in light of the judge's initial rulings on the Rule 91a dispositive motions. The TDUs (including Houston Electric) also filed a motion to dismiss under Chapter 150 of the Texas Civil Practice and Remedies Code 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 of merit by a qualified engineer with their petition, as required by Texas law. On November 13, 2024, the MDL judge granted the TDUs' motion to dismiss under Chapter 150, and on December 3, 2024, the plaintiffs filed a notice of appeal of that ruling. Oral argument in this appellate proceeding is scheduled for October 27, 2026. Aside from the filing of amended pleadings and certain dispositive motions in response, all litigation otherwise remains stayed in the MDL. CenterPoint Energy and Houston Electric intend to vigorously defend themselves against the remaining claims.

In February 2023, multiple 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.). There are two main remaining lawsuits—one filed in Harris County and one in Tom Green County—which were brought by an entity that purports to be an assignee of the claims of tens of thousands of persons and entities. These suits generally allege that the defendants engaged in gas market manipulation, including by intentionally withholding, suppressing, or diverting supplies of natural gas in connection with the February 2021 Winter Storm Event. Plaintiffs allege that this manipulation impacted gas supply and prices and caused blackouts and other damage. Plaintiffs assert claims for tortious

interference with existing contract, private nuisance, and unjust enrichment. The lawsuits do not specify the amount of damages sought, but seek broad categories of actual, compensatory, consequential, economic and punitive damages; restitution and disgorgement; pre- and post-judgment interest; costs and attorneys' fees; and other relief. All of these lawsuits have been transferred to the existing MDL proceeding referenced above. These gas market cases are in addition to the approximately 207 cases noted above regarding electric market issues.

CERC has vigorously defended itself against the claims raised in the gas market cases. On February 2, 2024, CERC filed pleas to the jurisdiction in the three cases in which it was served on February 2, 2024 and again on May 17, 2024; CERC also partially joined the other defendants' motions to dismiss and additional 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. One of the three cases against CERC was a putative class action, but that case has been dismissed. 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. CERC is still a defendant in two remaining cases. The parties have completed their briefing for the Court of Appeals for the First District of Texas. Oral argument in this appellate proceeding was held on October 20, 2026, and the parties await a ruling.

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' 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 by the Parish of Jefferson) is Primary Fuels, Inc., a predecessor company of CenterPoint Energy, which operated in the oilfield at issue in the case from 1983-1989. All 42 suits were removed to Louisiana federal courts twice and were stayed for several years pending the federal 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 ruled on the merits of a jurisdictional issue in a related case that does not include Primary Fuels, Inc. On April 17, 2026, the United States Supreme Court ruled on the jurisdictional issue in the related case, holding that the defendants satisfied a key requirement for federal jurisdiction in that case. The Supreme Court did not resolve whether defendants in other cases can satisfy the requirements for federal court jurisdiction. Various federal courts are considering jurisdictional issues – after the United States Supreme Court's ruling. As of September 30, 2026, the Louisiana 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 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, 2026 | |
|---|---|---|
| | CenterPoint Energy | CERC |
| | (in millions, except years) | |
| Amount accrued for remediation | $ 12 | $ 10 |
| Minimum estimated remediation costs | 9 | 7 |
| Maximum estimated remediation costs | 50 | 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.

*CCR Legacy Rule (CenterPoint Energy)*. 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. On February 10, 2026, the EPA published a final rule extending various deadlines under the CCR Legacy Rule, including those related to facility evaluation requirements. 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. On April 13, 2026, the EPA published amendments to the CCR Legacy Rule which, if finalized, could rescind further investigation and remediation requirements for those Indiana Electric sites referenced above.

*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 2025 Form 10-K. Except as described below, there have been no material changes in those disclosures.

Diluted earnings per common share reflects the dilutive impact of potential issuances of shares of Common Stock associated with outstanding equity forward sale agreements described in Note 15. 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 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.

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

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions, except per share and share amounts) | | | |
| **Numerator:** | | | | |
| Net income | $ 331 | $ 293 | $ 891 | $ 788 |
| **Denominator:** | | | | |
| Weighted average common shares outstanding – basic | 660,750,000 | 652,862,000 | 657,151,000 | 652,605,000 |
| Plus: | | | | |
| Restricted stock | 1,180,000 | 2,161,000 | 1,681,000 | 1,460,000 |
| Equity forwards | 2,502,000 | 981,000 | 3,146,000 | 591,000 |
| Convertible notes (1) | — | 24,000 | 1,388,000 | 24,000 |
| Weighted average common shares outstanding – diluted | 664,432,000 | 656,028,000 | 663,366,000 | 654,680,000 |
| | | | | |
| **Earnings Per Common Share:** | | | | |
| Basic | $ 0.50 | $ 0.45 | $ 1.36 | $ 1.21 |
| Diluted | $ 0.50 | $ 0.45 | $ 1.34 | $ 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, 2026, reportable segments by Registrant and information about each Registrant's CODM were as follows:

**CenterPoint Energy**

- CenterPoint Energy's Electric reportable segment consisted of (i) electric transmission and distribution services in the Texas Gulf Coast area in the ERCOT region; (ii) electric transmission and distribution services primarily to southwestern Indiana; and (iii) power generation and wholesale power operations in the MISO region.

- CenterPoint Energy's Natural Gas reportable segment following the closing of the sale of the Louisiana and Mississippi natural gas LDC businesses on March 31, 2025 consisted 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 transaction closed on October 1, 2026. For further information, see Note 3 and Note 16 to the Interim Condensed Financial Statements.

- CenterPoint Energy's Corporate and Other reportable segment consisted 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 consisted of electric transmission services to transmission service customers in the ERCOT region and distribution service 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 closing of the sale of the Louisiana and Mississippi natural gas LDC businesses on March 31, 2025 consisted 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 transaction closed on October 1, 2026. For further information, see Note 3 and 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 for the periods presented:

**CenterPoint Energy**

| | Three Months Ended September 30, 2026 | | | | | |
|---|---|---|---|---|---|---|
| | Electric | Natural Gas | Corporate and Other | Total Reportable Segments | Eliminations | Total |
| | (in millions) | | | | | |
| Revenues from external customers | $ 1,549 | $ 640 | $ 2 | $ 2,191 | $ — | $ 2,191 |
| Intersegment revenues | — | 1 | — | 1 | (1) | — |
| Utility natural gas, fuel and purchased power | 61 | 127 | — | 188 | (1) | 187 |
| Non-utility cost of revenues, including natural gas | — | 1 | — | 1 | — | 1 |
| Operation and maintenance | 535 | 210 | 2 | 747 | — | 747 |
| Depreciation and amortization | 280 | 159 | 5 | 444 | — | 444 |
| Taxes other than income taxes | 87 | 56 | 2 | 145 | — | 145 |
| Interest expense and other finance charges | 159 | 47 | 85 | 291 | (10) | 281 |
| Interest income (1) | (6) | — | (5) | (11) | 10 | (1) |
| Other expense (income), net (2) | (20) | (8) | 2 | (26) | — | (26) |
| Income tax expense (benefit) | 91 | 5 | (14) | 82 | — | 82 |
| Net income (loss) | $ 362 | $ 44 | $ (75) | $ 331 | $ — | $ 331 |

| | 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 | 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 |
| Interest income (1) | (1) | — | (5) | (6) | 6 | — |
| Other income, net (2) | (20) | (6) | (1) | (27) | — | (27) |
| Income tax expense (benefit) | 56 | (54) | (9) | (7) | — | (7) |
| Net income (loss) | $ 293 | $ 71 | $ (71) | $ 293 | $ — | $ 293 |

| | Nine Months Ended September 30, 2026 | | | | | |
|---|---|---|---|---|---|---|
| | Electric | Natural Gas | Corporate and Other | Total Reportable Segments | Eliminations | Total |
| | (in millions) | | | | | |
| Revenues from external customers | $ 4,130 | $ 3,181 | $ 7 | $ 7,318 | $ — | $ 7,318 |
| Intersegment revenues | — | 2 | 2 | 4 | (4) | — |
| Utility natural gas, fuel and purchased power | 209 | 1,231 | — | 1,440 | (2) | 1,438 |
| Non-utility cost of revenues, including natural gas | — | 2 | — | 2 | — | 2 |
| Operation and maintenance | 1,580 | 680 | (3) | 2,257 | (2) | 2,255 |
| Depreciation and amortization | 832 | 464 | 16 | 1,312 | — | 1,312 |
| Taxes other than income taxes | 255 | 191 | 6 | 452 | — | 452 |
| Interest expense and other finance charges | 428 | 163 | 256 | 847 | (26) | 821 |
| Interest income (1) | (15) | (1) | (18) | (34) | 26 | (8) |
| Other expense (income), net (2) | (60) | (18) | 5 | (73) | — | (73) |
| Income tax expense (benefit) | 162 | 97 | (31) | 228 | — | 228 |
| Net income (loss) | $ 739 | $ 374 | $ (222) | $ 891 | $ — | $ 891 |

| | 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 | 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 |
| Interest income (1) | (12) | (10) | (5) | (27) | 27 | — |
| Other expense (income), net (2) | (48) | 30 | (7) | (25) | — | (25) |
| Income tax expense (benefit) | 122 | 62 | (55) | 129 | — | 129 |
| Net income (loss) | $ 572 | $ 385 | $ (169) | $ 788 | $ — | $ 788 |

(1) Interest income earned on cash and cash equivalents related to VIEs of less than $1 million for the three and nine months ended September 30, 2026 and 2025, is included in Other income (expense), net on CenterPoint Energy's Condensed Statements of Consolidated Income.

(2) Other income (expense), net 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, | |
| | 2026 | 2025 |
| | (in millions) | |
| Electric | $ 2,626 | $ 2,534 |
| Natural Gas | 1,493 | 1,164 |
| Corporate and Other | 19 | 32 |
| Consolidated | $ 4,138 | $ 3,730 |

| | Total Assets | |
|---|---|---|
| | September 30, 2026 | December 31, 2025 |
| | (in millions) | |
| Electric | $ 29,779 | $ 26,649 |
| Natural Gas | 19,107 | 18,405 |
| Corporate and Other (1) | 589 | 1,480 |
| Consolidated | $ 49,475 | $ 46,534 |

(1) Total assets included pension and other postemployment-related regulatory assets of $364 million and $383 million as of September 30, 2026 and December 31, 2025, 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 Condensed Statements of Consolidated Income. For financial data related to segment total assets, see Houston Electric's Condensed Consolidated Balance Sheets. Expenditures for long-lived assets were $2.4 billion and $1.9 billion for the nine months ended September 30, 2026 and 2025, respectively. Financial data related to interest income is as follows:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | (in millions) | |
| Interest income (1) | $ 7 | $ 1 | $ 14 | $ 10 |

(1) Reflected in Other income, net on Houston Electric's Condensed Statements of Consolidated Income and includes interest income earned on cash and cash equivalents related to VIEs of less than $1 million for three and nine months ended September 30, 2026 and 2025.

**CERC**

CERC consists of a single reportable segment. For financial data related to income and expenses for the single reportable segment, see CERC's Condensed Statements of Consolidated Income. For financial data related to segment total assets, see CERC's Condensed Consolidated Balance Sheets. Expenditures for long-lived assets were $1.4 billion and $1.1 billion for the nine months ended September 30, 2026 and 2025, respectively. Financial data related to interest income is as follows:

| | Three Months Ended September 30, | | Nine Months Ended September 30, | |
|---|---|---|---|---|
| | 2026 | 2025 | 2026 | 2025 |
| | (in millions) | | (in millions) | |
| Interest income (1) | $ — | $ — | $ 1 | $ 10 |

(1) Reflected in Other income, net on CERC's Condensed 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 as of the periods presented:

| | September 30, 2026 | | December 31, 2025 | |
|---|---|---|---|---|
| | Houston Electric | CERC | Houston Electric | CERC |
| | (in millions, except interest rates) | | | |
| Money pool investments (borrowings) (1) | $ 831 | $ (173) | $ (54) | $ (291) |
| Weighted average interest rate | 4.06 % | 4.06 % | 3.83 % | 3.83 % |

(1) As of September 30, 2026, included in Accounts and notes receivable–affiliated companies in Houston Electric's Condensed Consolidated Balance Sheets and Accounts and notes payable–affiliated companies in CERC's Condensed

Consolidated Balance Sheets. As of December 31, 2025, included in Accounts and notes payable–affiliated companies in Houston Electric's and CERC's respective Condensed Consolidated Balance Sheets.

Houston Electric and CERC affiliate-related transactions were as follows for the periods presented:

| | Three Months Ended September 30, | | | | Nine Months Ended September 30, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2026 | | 2025 | | 2026 | | 2025 | |
| | Houston Electric | CERC | Houston Electric | CERC | Houston Electric | CERC | Houston Electric | CERC |
| | (in millions) | | | | | | | |
| Interest income (expense), net (1) | $ 6 | $ (2) | $ (1) | $ — | $ 10 | $ (5) | $ (1) | $ 10 |

(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 Condensed Statements of Consolidated Income.

CenterPoint Energy and its affiliates provide 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 and CERC provide other miscellaneous services to affiliates of CenterPoint Energy. Houston Electric provides certain services to CERC, including 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, including line locating and other miscellaneous services. Each of these services are billed at actual cost, either directly or as an allocation. These billings and charges are not necessarily indicative of what would have been incurred had subsidiaries of CenterPoint Energy, Houston Electric and CERC not been affiliates.

The table below presents charges (billings) 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 for the periods presented:

| | Three Months Ended September 30, | | | | Nine Months Ended September 30, | | | |
|---|---|---|---|---|---|---|---|---|
| | 2026 | | 2025 | | 2026 | | 2025 | |
| | Houston Electric | CERC | Houston Electric | CERC | Houston Electric | CERC | Houston Electric | CERC |
| | (in millions) | | | | | | | |
| Corporate service charges | $ 38 | $ 62 | $ 52 | $ 58 | $ 144 | $ 187 | $ 142 | $ 164 |
| Affiliate service charges (billings), net | — | (3) | (2) | 2 | — | (7) | (3) | 3 |

**(15) Equity (CenterPoint Energy)**

***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, | |
| | 2026 | 2025 | 2026 | 2025 | 2026 | 2025 | 2026 | 2025 |
| Common Stock | $ 0.480 | $ 0.440 | $ 0.710 | $ 0.660 | $ 0.240 | $ 0.220 | $ 0.700 | $ 0.660 |

***Common Stock (CenterPoint Energy)***

*(a) Equity Distribution Agreement*

On May 15, 2026, CenterPoint Energy entered into the 2026 Equity Distribution Agreement 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 $1 billion. Upon entry into the 2026 Equity Distribution Agreement, CenterPoint Energy terminated the 2024 Equity Distribution Agreement. At the time of such termination, Common Stock having an aggregate gross sales price of approximately $85 million remained unsold

under such prior program. 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. CenterPoint Energy may also enter into one or more forward sale agreements with the 2026 ATM Forward Purchasers pursuant to master forward confirmations and related supplemental confirmations. The offer and sale of Common Stock under the 2026 Equity Distribution Agreement will terminate upon the earliest of (1) the sale of all Common Stock subject to the 2026 Equity Distribution Agreement, (2) termination of the 2026 Equity Distribution Agreement, or (3) May 15, 2029. As of September 30, 2026, no shares of Common Stock had been sold under the 2026 Equity Distribution Agreement.

In April 2025, CenterPoint Energy entered into separate forward sale agreements pursuant to the 2024 Equity Distribution Agreement with certain of the 2024 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. In May 2025, CenterPoint Energy entered into a forward sale agreement with a 2024 ATM Forward Purchaser relating to 521,962 shares of Common Stock at an initial forward price of $37.49 per share. As initial pricing terms were based on market prices for Common Stock, no amounts were recorded at the execution of the forward sale agreements. The forward sale agreements required 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 $165 million or (2) net settle the transactions in whole or in part through the delivery or receipt of cash or shares of Common Stock.

On May 1, 2026, CenterPoint Energy issued 4,480,628 shares of Common Stock to the counterparties for cash of approximately $165 million. The forward price used to determine amounts due at settlement was calculated based on a floating interest rate factor equal to the overnight bank funding rate less a spread of 75 basis points, and was 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 was less than or more than the spread on any day, the interest rate factor resulted in a reduction or an increase, respectively, of the forward sale price.

*(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. 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 $866 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, 2026 by CenterPoint Energy's delivery of approximately $4 million of cash or 105,608 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, | | | |
|---|---|---|---|---|
| | 2026 | | 2025 | |
| | CenterPoint Energy | CERC | CenterPoint Energy | CERC |
| | (in millions) | | | |
| Beginning Balance | $ (25) | $ 15 | $ (17) | $ 17 |
| Amounts reclassified from accumulated other comprehensive income (loss): | | | | |
| Actuarial loss (gain) (1) | 1 | — | (2) | (2) |
| Reclassification of deferred gain from cash flow hedges realized in net income | (1) | — | — | — |
| Other comprehensive income (loss) | — | — | (2) | (2) |
| Ending Balance | $ (25) | $ 15 | $ (19) | $ 15 |

| | Nine Months Ended September 30, | | | |
|---|---|---|---|---|
| | 2026 | | 2025 | |
| | CenterPoint Energy | CERC | CenterPoint Energy | CERC |
| | (in millions) | | | |
| Beginning Balance | $ (26) | $ 15 | $ (17) | $ 17 |
| Amounts reclassified from accumulated other comprehensive income (loss): | | | | |
| Prior service cost (1) | 1 | 1 | 1 | 1 |
| Actuarial loss (gain) (1) | 1 | (1) | (2) | (3) |
| Reclassification of deferred gain from cash flow hedges realized in net income | (1) | — | (1) | — |
| Other comprehensive income (loss) | 1 | — | (2) | (2) |
| Ending Balance | $ (25) | $ 15 | $ (19) | $ 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**

***Divestiture of Ohio natural gas LDC business (CenterPoint Energy and CERC)***

On October 1, 2026, CenterPoint Energy and CERC completed the previously announced sale of all of the issued and outstanding equity interests in CEOH, pursuant to the Ohio Securities Purchase Agreement, for $2.62 billion, subject to adjustment as set forth in the Ohio Securities Purchase Agreement. The purchase price was $2.62 billion, which was comprised of the following: (i) $1.42 billion in cash payable to CERC Corp. upon closing of the 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 transaction; and (ii) a promissory note issued by NFGC in the original principal amount of $1.20 billion. The promissory note bears interest at a rate of 6.50% per annum and will mature on September 30, 2027. Goodwill of $393 million and $219 million was allocated to CEOH by CenterPoint Energy and CERC, respectively, at the time the held for sale criteria were met and such amounts were subsequently derecognized following the completion of the sale on October 1, 2026. CenterPoint Energy and CERC will recognize the financial impact of the divestiture in the fourth quarter of 2026. The financial impact cannot be reasonably estimated at this time as certain post-closing adjustments and other transaction-related amounts have not yet been finalized.

***ZENS (CenterPoint Energy)***

As described in Note 8, the Paramount and WBD Merger closed on October 6, 2026. As such, CenterPoint Energy has established October 21, 2026 as an additional interest regular record date under the terms of its indenture governing the outstanding ZENS. Additional interest of $5.39122 per ZENS note will be paid on November 4, 2026 to holders of record of the ZENS as of the close of business on the additional interest regular record date. The additional interest of $5.39122 per ZENS note was calculated as the product of 0.173817 share of WBD Common per ZENS note and the $31.01666668 per share cash merger consideration paid to the holders of WBD Common.

After the closing of the Paramount and WBD Merger, the reference shares for each ZENS note consisted of 0.7185 share of AT&T Common and 0.061382 share of Charter Common.

***Debt Repayment (CenterPoint Energy and CERC)***

On October 6, 2026, CERC repaid $500 million of the $800 million outstanding amount of its term loan, including accrued and unpaid interest thereon.

***Debt Issuances (CenterPoint Energy)***

On October 20, 2026, CenterPoint Energy, through its indirect, 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 October 20, 2026, $130 million aggregate principal amount of SIGECO's 5.99% First Mortgage Bonds, Series 2026A, Tranche A due 2031 (the "Series 2026A Bonds"); (ii) on December 15, 2026, $80 million aggregate principal amount of SIGECO's 6.15% First Mortgage Bonds, Series 2026B, Tranche A due 2033 (the "Series 2026B Bonds"); and (iii) on February 25, 2027, $50 million aggregate principal amount of SIGECO's 6.33% First Mortgage Bonds, Series 2027A, Tranche A due 2037 (the "Series 2027A Bonds") in the series and tranche as set forth in the bond purchase agreement. The proceeds of the Series 2026A Bonds, Series 2026B Bonds and the Series 2027A Bonds are expected to be used for general corporate purposes, including repaying short-term debt, refunding long-term debt at maturity or otherwise, and funding capital expenditures.

## 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 Item 1 herein and the Registrants' combined 2025 Form 10-K. The discussion of CenterPoint Energy's consolidated financial information includes the results of CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., which, along with CenterPoint Energy, Inc. are collectively referred to as the Registrants. Where appropriate, information relating to a specific Registrant has been segregated and labeled as such. 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 representation as to the information relating to the other Registrants or the subsidiaries of CenterPoint Energy, Inc. other than itself or its subsidiaries.*

### RECENT EVENTS

***Large-Load Customers.*** The PUCT has begun the process of implementing Texas Senate Bill 6 through various rulemaking processes, focused on establishing financial, operational, and interconnection requirements for large-load customers to ensure grid reliability and prevent stranded infrastructure costs. On June 18, 2026, the PUCT approved ERCOT's Batch Zero process for large-user connection requests with the stated goal of ensuring large electricity users like data centers only connect in quantities and locations the Texas grid can reliably support. Houston Electric originally submitted approximately 14 gigawatts of demand related to its potential large-load customers as part of ERCOT's Batch Zero process, which included the execution of Facilities Extension Agreements with Houston Electric and posting of financial security by the customers. Houston Electric estimates that 10 gigawatts of its previously submitted base load demand and approximately two gigawatts of its previously submitted studied load demand remain as part of ERCOT's Batch Zero process. The amount of gigawatts ultimately connected to the Houston Electric system, the actual amount of electricity ultimately used by these customers, and the ultimate timing of these additional load connections and energization, if at all, remain uncertain due to a variety of factors, including, but not limited to, ERCOT approval into Batch Zero, including into base load or studied load, timing of construction, legislative, regulatory and other government actions, and availability of materials. In the third quarter of 2026, customers provided approximately $290 million in contributions in aid of construction and approximately $600 million in financial security to Houston Electric, of which approximately $135 million was returned to large-load customers during the period. These amounts will continue to change as projects move through ERCOT reviews, load allocations are refined, and customers either advance toward construction and energization or exit the process.

***CenterPoint Energy Appointment of Chief Human Resources Officer.*** Effective October 1, 2026, CenterPoint Energy appointed Lauren C. Clark to the position of Executive Vice President and Chief Human Resources Officer of CenterPoint Energy.

***Updated 10-Year Capital Plan.*** In October 2026, CenterPoint Energy announced an increase in its 10-year capital plan of $4 billion to reflect total planned capital expenditures of approximately $70.7 billion through 2035. The plan is expected to advance economic growth, enhance the experience of the Registrants' customers and deliver consistent value for stakeholders across the Registrants' jurisdictions.

***Equity Distribution Agreement.*** On May 15, 2026, CenterPoint Energy entered into the 2026 Equity Distribution Agreement 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 $1 billion. Sales of Common Stock under the 2026 Equity Distribution Agreement 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. CenterPoint Energy may also enter into one or more forward sale agreements pursuant to master forward confirmations and related supplemental confirmations. Upon entry into the 2026 Equity Distribution Agreement, CenterPoint Energy terminated the previous at-the-market program pursuant to the 2024 Equity Distribution Agreement. For further information, see Note 15 to the Interim Condensed Financial Statements.

***Treasury Notice 2026-7.*** On February 18, 2026, Treasury Notice 2026-7 was issued. This notice allows an election to modify the computation of AFSI by including an adjustment to deduct certain repair and maintenance costs that are capitalized in the applicable financial statement.

***TEEEF.*** In June 2025, Houston Electric entered into the ERCOT Transaction, subject to PUCT approval, to release its 15 large (27 MW to 32 MW) TEEEF units to ERCOT at CPS Energy facilities to serve the greater San Antonio region until March 2027 unless terminated earlier pursuant to the provisions of the ERCOT Transaction, reduce its TEEEF fleet capacity and reduce its rates to reflect removal of the large TEEEF units from its fleet. Following the completion of service in the San Antonio area, Houston Electric anticipates that it would complete one or more future transactions involving its large TEEEF units. As the large TEEEF units would not be available to serve Houston Electric customers during such time, Houston Electric

plans to continue to not charge customers for these units for any future periods. In November 2025, Houston Electric proposed to remove its five medium (5.7 MW) TEEEF units and to remove the associated lease costs from its rates effective January 1, 2026. On June 26, 2026, Houston Electric filed a stipulation and agreement supporting removal of the 15 large units and 5 medium units effective May 1, 2025 and January 1, 2026, respectively, an agreed motion for interim rates effective August 15, 2026, settlement testimony, and agreed motion to admit evidence and remand proceeding back to the PUCT. On June 29, 2026, SOAH granted the requested motions and remanded the proceeding to the PUCT. If approved by the PUCT, the current revenue requirement will be reduced by $112 million. On October 9, 2026, the ALJ filed a revised proposed order, reflecting the previously implemented interim rates; assignment to a PUCT open meeting agenda is pending. 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 2026, see "Liquidity and Capital Resources —Regulatory Matters" below.

***Debt Transactions.*** For information about debt transactions to date in 2026, see Note 9 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 2025 Form 10-K.

Net income (loss) for the three and nine months ended September 30, 2026 and 2025 was as follows:

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | Favorable (Unfavorable) | 2026 | 2025 | Favorable (Unfavorable) |
| | | | (in millions) | | | |
| Electric | $ 362 | $ 293 | $ 69 | $ 739 | $ 572 | $ 167 |
| Natural Gas | 44 | 71 | (27) | 374 | 385 | (11) |
| Corporate and Other (1) | (75) | (71) | (4) | (222) | (169) | (53) |
| Total CenterPoint Energy | $ 331 | $ 293 | $ 38 | $ 891 | $ 788 | $ 103 |

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

***Three months ended September 30, 2026 compared to three months ended September 30, 2025***

Net income increased $38 million primarily due to the following items:

- an increase in net income of $69 million for the Electric reportable segment, as further discussed below;
- a decrease in net income of $27 million for the Natural Gas reportable segment, as further discussed below; and
- an increase in net loss of $4 million for the Corporate and Other reportable segment, primarily due to a $6 million increase in borrowing costs and the unfavorable net impact of the mark-to-market valuations on the ZENS indexed debt securities derivative and ZENS-related securities.

Nine Months Ended ***September 30, 2026 compared to*** nine months ended ***September 30, 2025***

Net income increased $103 million primarily due to the following items:

- an increase in net income of $167 million for the Electric reportable segment, as further discussed below;
- a decrease in net income of $11 million for the Natural Gas reportable segment, as further discussed below; and
- an increase in net loss of $53 million for the Corporate and Other reportable segment, primarily due to an $18 million tax benefit recognized in 2025 related to the sale of the Louisiana and Mississippi natural gas LDC businesses that did not recur, a $21 million accrued tax expense related to the divestiture of the Ohio natural gas LDC business, a $21 million gain on the early extinguishment of debt recognized in 2025 that did not recur, and a $5 million increase in borrowing costs partially offset by lower income tax expense and lower intersegment interest expense.

*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 further 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 2025 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, | | |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | Favorable (Unfavorable) | 2026 | 2025 | Favorable (Unfavorable) |
| | (in millions, except operating statistics) | | | | | |
| Revenues | $ 1,549 | $ 1,365 | $ 184 | $ 4,130 | $ 3,622 | $ 508 |
| Expenses: | | | | | | |
| Utility natural gas, fuel and purchased power | 61 | 72 | 11 | 209 | 211 | 2 |
| Operation and maintenance | 535 | 520 | (15) | 1,580 | 1,527 | (53) |
| Depreciation and amortization | 280 | 247 | (33) | 832 | 687 | (145) |
| Taxes other than income taxes | 87 | 82 | (5) | 255 | 240 | (15) |
| Total expenses | 963 | 921 | (42) | 2,876 | 2,665 | (211) |
| Operating Income | 586 | 444 | 142 | 1,254 | 957 | 297 |
| Other Income (Expense): | | | | | | |
| Interest expense and other finance charges | (159) | (116) | (43) | (428) | (323) | (105) |
| Other income, net | 26 | 21 | 5 | 75 | 60 | 15 |
| Income Before Income Taxes | 453 | 349 | 104 | 901 | 694 | 207 |
| Income tax expense | 91 | 56 | (35) | 162 | 122 | (40) |
| Net Income | $ 362 | $ 293 | $ 69 | $ 739 | $ 572 | $ 167 |
| Throughput (in GWh): | | | | | | |
| Residential | 13,337 | 12,088 | 10 % | 29,119 | 28,318 | 3 % |
| Total | 35,845 | 35,455 | 1 % | 91,108 | 90,519 | 1 % |
| Weather (percentage of normal weather for service area): | | | | | | |
| Cooling degree days | 112 % | 103 % | 9 % | 114 % | 108 % | 6 % |
| Heating degree days | 5 % | 29 % | (24)% | 87 % | 100 % | (13)% |
| Number of metered customers at end of period: | | | | | | |
| Residential | 2,716,801 | 2,673,077 | 2 % | 2,716,801 | 2,673,077 | 2 % |
| Total | 3,055,290 | 3,006,945 | 2 % | 3,055,290 | 3,006,945 | 2 % |

The following table provides variance explanations for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 as well as for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 by major income statement caption for CenterPoint Energy's Electric reportable segment:

| | Favorable (Unfavorable) | |
|---|---|---|
| | Three Months Ended September 30, 2026 vs 2025 | Nine Months Ended September 30, 2026 vs 2025 |
| | (in millions) | |
| **Revenues** | | |
| Customer rates and the impact of the change in rate design | $ 54 | $ 185 |
| Transmission Revenues, including TCOS and TCRF, inclusive of costs billed by transmission providers, partially offset in operation and maintenance below | 37 | 126 |
| Customer growth | 7 | 19 |
| Energy efficiency, partially offset in operation and maintenance below | 2 | 3 |
| Pass-through revenues, offset in operation and maintenance below | (8) | (8) |
| Miscellaneous revenues, including service connections and off-system sales | (6) | 5 |
| Bond Companies and SIGECO Securitization Subsidiary, offset in other line items below | 76 | 163 |
| Weather, efficiency improvements and other usage impacts | 23 | 7 |
| Cost of fuel and purchased power, offset in utility natural gas, fuel and purchased power below | (1) | 8 |
| Total | $ 184 | $ 508 |
| **Utility natural gas, fuel and purchased power** | | |
| Cost of purchased power, offset in revenues above | $ 19 | $ 43 |
| Cost of fuel, including coal, natural gas, and fuel oil, offset in revenues above | (8) | (41) |
| Total | $ 11 | $ 2 |
| **Operation and maintenance** | | |
| Transmission costs billed by transmission providers, offset in revenues above | $ (22) | $ (69) |
| Contract services | 4 | 8 |
| Energy efficiency, and other pass-through, offset in revenues above | (3) | (5) |
| Corporate support services | 14 | 16 |
| Bond Companies and SIGECO Securitization Subsidiary, offset in other line items | (2) | (4) |
| Labor and benefits | (10) | 1 |
| All other operation and maintenance expense, including materials and supplies and insurance | 4 | — |
| Total | $ (15) | $ (53) |
| **Depreciation and amortization** | | |
| Ongoing additions to plant-in-service | $ (13) | $ (71) |
| Amortization of regulatory assets | 39 | 76 |
| Lease expense associated with TEEEF units no longer eligible for regulatory deferral | (2) | (36) |
| Bond Companies and SIGECO Securitization Subsidiary, offset in other line items | (57) | (114) |
| Total | $ (33) | $ (145) |
| **Taxes other than income taxes** | | |
| Incremental capital projects placed in service, and the impact of updated property tax rates | $ (5) | $ (15) |
| Total | $ (5) | $ (15) |
| **Interest expense and other finance charges** | | |
| Changes in outstanding debt | $ (6) | $ (32) |
| Bond Companies and SIGECO Securitization Subsidiary, offset in other line items above | (17) | (45) |
| Other, primarily AFUDC and impacts of regulatory deferrals | (20) | (28) |
| Total | $ (43) | $ (105) |
| **Other income, net** | | |
| Other income, including AFUDC - equity and intersegment interest income | $ 5 | $ 15 |
| 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 2025 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, | | |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | Favorable (Unfavorable) | 2026 | 2025 | Favorable (Unfavorable) |
| | (in millions, except operating statistics) | | | | | |
| Revenues | $ 641 | $ 622 | $ 19 | $ 3,183 | $ 3,226 | $ (43) |
| Expenses: | | | | | | |
| Utility natural gas and fuel | 127 | 147 | 20 | 1,231 | 1,316 | 85 |
| Non-utility cost of revenues, including natural gas | 1 | 1 | — | 2 | 4 | 2 |
| Operation and maintenance | 210 | 219 | 9 | 680 | 679 | (1) |
| Depreciation and amortization | 159 | 139 | (20) | 464 | 423 | (41) |
| Taxes other than income taxes | 56 | 53 | (3) | 191 | 183 | (8) |
| Total expenses | 553 | 559 | 6 | 2,568 | 2,605 | 37 |
| Operating Income | 88 | 63 | 25 | 615 | 621 | (6) |
| Other Income (Expense): | | | | | | |
| Loss on sale | — | — | — | — | (43) | 43 |
| Interest expense and other finance charges | (47) | (52) | 5 | (163) | (154) | (9) |
| Other income, net | 8 | 6 | 2 | 19 | 23 | (4) |
| Income Before Income Taxes | 49 | 17 | 32 | 471 | 447 | 24 |
| Income tax expense (benefit) | 5 | (54) | (59) | 97 | 62 | (35) |
| Net Income | $ 44 | $ 71 | $ (27) | $ 374 | $ 385 | $ (11) |
| Throughput (in Bcf): | | | | | | |
| Residential | 13 | 14 | (7)% | 132 | 157 | (16)% |
| Commercial and Industrial | 81 | 79 | 3 % | 290 | 313 | (7)% |
| Total | 94 | 93 | 1 % | 422 | 470 | (10)% |
| Weather (percentage of 10-year average for service area): | | | | | | |
| Heating degree days | 65 % | 51 % | 14 % | 98 % | 97 % | 1 % |
| Number of metered customers at end of period: | | | | | | |
| Residential | 3,744,099 | 3,712,312 | 1 % | 3,744,099 | 3,712,312 | 1 % |
| Commercial and Industrial | 283,889 | 283,943 | — % | 283,889 | 283,943 | — % |
| Total | 4,027,988 | 3,996,255 | 1 % | 4,027,988 | 3,996,255 | 1 % |

The following table provides variance explanations for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 as well as for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 by major income statement caption for CenterPoint Energy's Natural Gas reportable segment:

| | Favorable (Unfavorable) | |
|---|---|---|
| | Three Months Ended September 30, 2026 vs 2025 | Nine Months Ended September 30, 2026 vs 2025 |
| | (in millions) | |
| **Revenues** | | |
| Cost of natural gas, offset in utility natural gas and fuel below | $ (20) | $ (27) |
| Gross receipts tax, offset in taxes other than income taxes below | 2 | 7 |
| Weather and usage | (3) | (23) |
| Non-volumetric and miscellaneous revenue | — | 7 |
| Energy efficiency and other pass-through, offset in operation and maintenance below | 10 | 17 |
| Non-utility revenues | — | 2 |
| Customer growth | 1 | 9 |
| Customer rates and impact of the change in rate design | 29 | 113 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | (148) |
| Total | $ 19 | $ (43) |
| **Utility natural gas and fuel** | | |
| Cost of natural gas, offset in revenues above | $ 20 | $ 27 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 58 |
| Total | $ 20 | $ 85 |
| **Operation and maintenance** | | |
| All other operations and maintenance expense, including bad debt expense | $ 2 | $ (14) |
| Energy efficiency and other pass-through, offset in revenues above | (10) | (17) |
| Contract services | (6) | (19) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 20 |
| Labor and benefits | 11 | 14 |
| Corporate support services | 12 | 15 |
| Total | $ 9 | $ (1) |
| **Depreciation and amortization** | | |
| Ongoing additions to plant-in-service | $ (11) | $ (48) |
| Amortization of regulatory assets | (9) | (7) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 14 |
| Total | $ (20) | $ (41) |
| **Taxes other than income taxes** | | |
| Gross receipts tax, offset in revenues above | $ (2) | $ (7) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 8 |
| Incremental capital projects placed in service, and the impact of updated property tax rates | (1) | (9) |
| Total | $ (3) | $ (8) |
| **Loss on sale** | | |
| Loss on sale of Louisiana and Mississippi natural gas LDC businesses | $ — | $ 43 |
| Total | $ — | $ 43 |
| **Interest expense and other finance charges** | | |
| Changes in outstanding debt | $ 1 | $ (34) |
| Other, primarily AFUDC and impacts of regulatory deferrals | 4 | 15 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 10 |
| Total | $ 5 | $ (9) |
| **Other income, net** | | |
| Other income, including AFUDC - Equity and intersegment interest income | $ 2 | $ (4) |
| Total | $ 2 | $ (4) |

*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 2025 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, | | |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | Favorable (Unfavorable) | 2026 | 2025 | Favorable (Unfavorable) |
| | (in millions, except operating statistics) | | | | | |
| Revenues: | | | | | | |
| TDU | $ 1,240 | $ 1,130 | $ 110 | $ 3,308 | $ 3,022 | $ 286 |
| Bond Companies | 76 | 2 | 74 | 166 | 2 | 164 |
| Total revenues | 1,316 | 1,132 | 184 | 3,474 | 3,024 | 450 |
| Expenses: | | | | | | |
| Operation and maintenance, excluding Bond Companies | 491 | 475 | (16) | 1,453 | 1,405 | (48) |
| Depreciation and amortization, excluding Bond Companies | 183 | 208 | 25 | 600 | 583 | (17) |
| Taxes other than income taxes | 85 | 79 | (6) | 248 | 232 | (16) |
| Bond Companies | 58 | 2 | (56) | 120 | 2 | (118) |
| Total expenses | 817 | 764 | (53) | 2,421 | 2,222 | (199) |
| Operating Income | 499 | 368 | 131 | 1,053 | 802 | 251 |
| Other Income (Expense): | | | | | | |
| Interest expense and other finance charges | (121) | (96) | (25) | (320) | (272) | (48) |
| Interest expense on Securitization Bonds | (18) | (1) | (17) | (46) | (1) | (45) |
| Other income, net | 22 | 11 | 11 | 64 | 34 | 30 |
| Income Before Income Taxes | 382 | 282 | 100 | 751 | 563 | 188 |
| Income tax expense | 80 | 51 | (29) | 151 | 107 | (44) |
| Net Income | $ 302 | $ 231 | $ 71 | $ 600 | $ 456 | $ 144 |
| Throughput (in GWh): | | | | | | |
| Residential | 12,863 | 11,629 | 11 % | 27,988 | 27,174 | 3 % |
| Total | 34,347 | 33,995 | 1 % | 87,031 | 86,908 | — % |
| Weather (percentage of 10-year average for service area): | | | | | | |
| Cooling degree days | 109 % | 100 % | 9 % | 113 % | 109 % | 4 % |
| Heating degree days | — % | — % | — % | 71 % | 92 % | (21)% |
| Number of metered customers at end of period: | | | | | | |
| Residential | 2,581,562 | 2,538,496 | 2 % | 2,581,562 | 2,538,496 | 2 % |
| Total | 2,900,167 | 2,852,691 | 2 % | 2,900,167 | 2,852,691 | 2 % |

The following table provides variance explanations for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 as well as for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 by major income statement caption for Houston Electric:

| | Favorable (Unfavorable) | |
|---|---|---|
| | Three Months Ended September 30, 2026 vs 2025 | Nine Months Ended September 30, 2026 vs 2025 |
| | (in millions) | |
| **Revenues** | | |
| Customer rates and the impact of the change in rate design | $ 41 | $ 129 |
| Transmission Revenues, including TCOS and TCRF, inclusive of costs billed by transmission providers, partially offset in operation and maintenance below | 37 | 126 |
| Customer growth | 7 | 18 |
| Energy efficiency, partially offset in both operation and maintenance below | 2 | 3 |
| Miscellaneous revenues | (5) | — |
| Weather, efficiency improvements and other usage impacts | 28 | 10 |
| Bond Companies, offset in other line items below | 74 | 164 |
| Total | $ 184 | $ 450 |
| **Operation and maintenance, excluding Bond Companies** | | |
| Transmission costs billed by transmission providers, offset in revenues above | $ (22) | $ (69) |
| Contract services | 3 | 9 |
| Energy efficiency, offset in revenues above | (2) | (3) |
| Corporate support services | 12 | 14 |
| Labor and benefits | (10) | 3 |
| All other operation and maintenance expense, including materials and supplies and insurance | 3 | (2) |
| Total | $ (16) | $ (48) |
| **Depreciation and amortization, excluding Bond Companies** | | |
| Ongoing additions to plant-in-service | $ (11) | $ (57) |
| Amortization of regulatory assets | 38 | 75 |
| Lease expense associated with TEEEF units no longer eligible for regulatory deferral | (2) | (35) |
| Total | $ 25 | $ (17) |
| **Taxes other than income taxes** | | |
| Incremental capital projects placed in service, and the impact of changes to tax rates | $ (6) | $ (16) |
| Total | $ (6) | $ (16) |
| **Bond Companies** | | |
| Operations and maintenance and depreciation expense, offset in revenues above | $ (56) | $ (118) |
| Total | $ (56) | $ (118) |
| **Interest expense and other finance charges** | | |
| Changes in outstanding debt | $ (5) | $ (23) |
| Other, primarily AFUDC and impacts of regulatory deferrals | (20) | (25) |
| Total | $ (25) | $ (48) |
| **Interest expense on Securitization Bonds** | | |
| Change in outstanding principal balance, offset in revenues above | $ (17) | $ (45) |
| Total | $ (17) | $ (45) |
| **Other income, net** | | |
| Other income, including AFUDC - equity and affiliate interest income | $ 11 | $ 30 |
| Total | $ 11 | $ 30 |

*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 2025 Form 10-K.

| | Three Months Ended September 30, | | | Nine Months Ended September 30, | | |
|---|---|---|---|---|---|---|
| | 2026 | 2025 | Favorable (Unfavorable) | 2026 | 2025 | Favorable (Unfavorable) |
| | (in millions, except operating statistics) | | | | | |
| Revenues | $ 627 | $ 607 | $ 20 | $ 3,084 | $ 3,126 | $ (42) |
| Expenses: | | | | | | |
| Utility natural gas | 128 | 146 | 18 | 1,204 | 1,286 | 82 |
| Non-utility cost of revenues, including natural gas | 1 | 1 | — | 2 | 4 | 2 |
| Operation and maintenance | 201 | 211 | 10 | 653 | 654 | 1 |
| Depreciation and amortization | 152 | 133 | (19) | 445 | 406 | (39) |
| Taxes other than income taxes | 56 | 50 | (6) | 190 | 179 | (11) |
| Total expenses | 538 | 541 | 3 | 2,494 | 2,529 | 35 |
| Operating Income | 89 | 66 | 23 | 590 | 597 | (7) |
| Other Income (Expense): | | | | | | |
| Gain on sale | — | — | — | — | 52 | (52) |
| Interest expense and other finance charges | (43) | (49) | 6 | (153) | (144) | (9) |
| Other income, net | 8 | 6 | 2 | 17 | 20 | (3) |
| Income Before Income Taxes | 54 | 23 | 31 | 454 | 525 | (71) |
| Income tax expense | 6 | (51) | (57) | 94 | 60 | (34) |
| Net Income | $ 48 | $ 74 | $ (26) | $ 360 | $ 465 | $ (105) |
| Throughput (in Bcf): | | | | | | |
| Residential | 13 | 13 | — % | 128 | 152 | (16)% |
| Commercial and Industrial | 69 | 69 | — % | 257 | 280 | (8)% |
| Total | 82 | 82 | — % | 385 | 432 | (11)% |
| Weather (percentage of 10-year average for service area): | | | | | | |
| Heating degree days | 67 % | 53 % | 14 % | 98 % | 97 % | 1 % |
| Number of metered customers at end of period: | | | | | | |
| Residential | 3,639,358 | 3,607,811 | 1 % | 3,639,358 | 3,607,811 | 1 % |
| Commercial and Industrial | 273,264 | 273,354 | — % | 273,264 | 273,354 | — % |
| Total | 3,912,622 | 3,881,165 | 1 % | 3,912,622 | 3,881,165 | 1 % |

The following table provides variance explanations for the three months ended September 30, 2026 compared to the three months ended September 30, 2025 as well as for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025 by major income statement caption for CERC:

| | Favorable (Unfavorable) | |
|---|---|---|
| | Three Months Ended September 30, 2026 vs 2025 | Nine Months Ended September 30, 2026 vs 2025 |
| | (in millions) | |
| **Revenues** | | |
| Cost of natural gas, offset in utility natural gas, fuel and purchased power below | $ (18) | $ (23) |
| Gross receipts tax, offset in taxes other than income taxes below | 2 | 7 |
| Weather and usage | (3) | (23) |
| Energy efficiency and other pass-through, offset in operation and maintenance below | 9 | 17 |
| Non-volumetric and miscellaneous revenue | (1) | 6 |
| Non-utility revenues | — | 2 |
| Customer growth | 2 | 9 |
| Customer rates and impact of the change in rate design | 29 | 111 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | (148) |
| Total | $ 20 | $ (42) |
| **Utility natural gas** | | |
| Cost of natural gas, offset in revenues above | $ 18 | $ 23 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 59 |
| Total | $ 18 | $ 82 |
| **Operation and maintenance** | | |
| All other operations and maintenance expense, including bad debt expense | $ 2 | $ (14) |
| Energy efficiency and other pass-through, offset in revenues above | (9) | (17) |
| Contract services | (5) | (16) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 20 |
| Labor and benefits | 11 | 14 |
| Corporate support services | 11 | 14 |
| Total | $ 10 | $ 1 |
| **Depreciation and amortization** | | |
| Ongoing additions to plant-in-service | $ (10) | $ (46) |
| Amortization of regulatory assets | (9) | (7) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 14 |
| Total | $ (19) | $ (39) |
| **Taxes other than income taxes** | | |
| Gross receipts tax, offset in revenues above | $ (2) | $ (7) |
| Incremental capital projects placed in service, and the impact of updated property tax rates | (4) | (10) |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 6 |
| Total | $ (6) | $ (11) |
| **Gain on sale** | | |
| Gain on sale of Louisiana and Mississippi natural gas LDC businesses | $ — | $ (52) |
| Total | $ — | $ (52) |
| **Interest expense and other finance charges** | | |
| Changes in outstanding debt | $ 2 | $ (33) |
| Other, primarily AFUDC and impacts of regulatory deferrals | 4 | 14 |
| Impact of divestiture of Louisiana and Mississippi natural gas LDCs on March 31, 2025 | — | 10 |
| Total | $ 6 | $ (9) |
| **Other income, net** | | |
| Other income, including AFUDC - Equity and affiliate interest income | $ 2 | $ (3) |
| Total | $ 2 | $ (3) |

*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 Part II, Item 7 and "Risk Factors" in Part I, Item 1A of the Registrants' combined 2025 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 for the periods presented:

| | Nine Months Ended September 30, | | | | | |
|---|---|---|---|---|---|---|
| | 2026 | | | 2025 | | |
| | CenterPoint Energy | Houston Electric | CERC | CenterPoint Energy | Houston Electric | CERC |
| | (in millions) | | | | | |
| **Cash provided by (used in):** | | | | | | |
| Operating activities | $ 2,051 | $ 1,088 | $ 892 | $ 1,712 | $ 652 | $ 1,128 |
| Investing activities | (3,731) | (2,964) | (1,365) | (2,602) | (2,038) | 36 |
| Financing activities | 1,785 | 1,976 | 473 | 905 | 1,391 | (1,166) |

*Operating Activities.* The following items contributed to increased (decreased) net cash provided by operating activities for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025:

| | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|
| | (in millions) | | |
| Changes in net income after adjusting for non-cash items | $ 439 | $ 390 | $ 87 |
| Changes in working capital | 15 | 5 | (115) |
| Other non-current assets | (163) | 77 | (199) |
| Other non-current liabilities | (34) | (16) | (26) |
| Lower (higher) pension contribution | 40 | — | (5) |
| Other | 42 | (20) | 22 |
| | $ 339 | $ 436 | $ (236) |

*Investing Activities.* The following items contributed to (increased) decreased net cash used in investing activities for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025:

| | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|
| | (in millions) | | |
| Lower cash payments for asset acquisitions | $ 357 | $ — | $ — |
| Net change in capital expenditures | (781) | (578) | (341) |
| Net change in notes receivable from affiliated companies | — | (690) | — |
| Lower cash proceeds from divestitures | (1,219) | — | (1,219) |
| Higher contributions in aid of construction | 427 | 382 | 33 |
| Other | 87 | (40) | 126 |
| | $ (1,129) | $ (926) | $ (1,401) |

*Financing Activities.* The following items contributed to (increased) decreased net cash provided by (used in) financing activities for the nine months ended September 30, 2026 compared to the nine months ended September 30, 2025:

| | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|
| | | (in millions) | |
| Net changes in commercial paper outstanding | $ 499 | $ — | $ 539 |
| Net changes in proceeds from issuances of Common Stock | 165 | — | — |
| Net changes in long-term debt and term loans outstanding, excluding commercial paper | 74 | 379 | 573 |
| Net changes in debt issuance costs | (23) | (6) | — |
| Net changes in short-term borrowings | 3 | — | 3 |
| Increased payment of dividends on Common Stock | (30) | — | — |
| Net change in notes payable to affiliated companies | — | (54) | (118) |
| Change in dividend to parent | — | 182 | — |
| Change in contribution from parent | — | (111) | 635 |
| Change in proceeds from customer advances for construction | 339 | 331 | 8 |
| Change in refunds of customer advances for construction | (135) | (135) | — |
| Other | (12) | (1) | (1) |
| | $ 880 | $ 585 | $ 1,639 |

**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 are expected to primarily relate to investments in infrastructure. These capital expenditures are anticipated to enhance the safety, reliability and resiliency of our systems and deliver consistent value for stakeholders across the Registrants' jurisdictions. 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 2026 include the following:

| | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|
| | | (in millions) | |
| Estimated capital expenditures | $ 2,305 | $ 1,353 | $ 720 |
| Scheduled principal payments on Securitization Bonds | 69 | 62 | — |
| Expected contributions to pension plans and other post-retirement plans | 15 | — | — |

The Registrants expect that anticipated cash needs for the remainder of 2026 will be met with available cash flow from operations, proceeds from the sale of our Ohio natural gas LDC business, which closed on October 1, 2026, as well as cash flows from financing (such as issuances of debt securities and 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 any sales of shares of Common Stock under the 2026 Equity Distribution Agreement in 2026. 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, 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.

**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(b) to the Interim Condensed Financial Statements, the Registrants have no off-balance sheet arrangements.

**Regulatory Matters**

***TEEEF (CenterPoint Energy and Houston Electric)***

For information about TEEEF, see Note 6 to the Interim Condensed Financial Statements.

***Hurricane Beryl (CenterPoint Energy and Houston Electric)***

For additional information about the recovery of costs incurred in connection with Hurricane Beryl, see Note 6 to the Interim Condensed Financial Statements.

***Indiana Electric CPCN (CenterPoint Energy)***

***PPAs***

On August 25, 2021, Indiana Electric filed with the IURC seeking approval to purchase 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 the Knox County PPA. 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 largely due to 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 was delayed from 2024 to 2026. The facility became operational on February 27, 2026. The power purchase costs will be recovered through the fuel adjustment clause proceedings over the term of 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 was targeted to be in operation in late 2026, however construction was recently halted by the developer following the Department of War's pause on approving the required mitigation plan, and it is uncertain when, if at all, the project will become operational.

***F.B. Culley Unit 2 (CenterPoint Energy)***

While preferred portfolios in Indiana Electric's 2025 IRP (similar to previous IRPs) included the retirement of F.B. Culley Unit 2, a coal-fired generation unit, by the end of 2025, the U.S. Department of Energy issued emergency 202(c) orders (the "DOE Order") in December 2025, March 2026, June 2026 and September 2026 directing Indiana Electric to continue operating the unit through December 18, 2026. Indiana Electric filed a complaint with the FERC to request creation of a cost recovery/cost allocation mechanism, and on March 19, 2026, FERC directed MISO to adopt a tariff amendment that would authorize the F.B. Culley unit to recover costs across load-serving entities situated in MISO's north and central local reliability zones, otherwise known as MISO North and Central. A separate filing will be made at a later date with the FERC to seek recovery of all costs incurred to comply with the U.S. Department of Energy's emergency 202(c) orders. Indiana Electric has also filed an application with the IURC in Cause No. 46350 to recover any compliance costs associated with the emergency 202(c) orders that are not recovered through the FERC proceedings. On April 15, 2026, Indiana Electric filed a Motion to Intervene in the United States Court of Appeals for the D.C. Circuit in response to the Public Interest Organizations' appeal of the December 2025 DOE Order. Indiana Electric intervened as the owner of F.B. Culley Unit 2 that is the subject of the DOE Order representing Indiana Electric's authority to recover the costs it has incurred to comply with the DOE Order. On May 8, 2026, the D.C. Circuit granted Indiana Electric's motion to intervene and consolidated Indiana Electric's case with the Public Interest Organizations' appeal of the DOE emergency 202(c) order issued to Northern Indiana Public Service Company in December 2025 for its Schahfer plant. On June 29, 2026, the D.C. Circuit granted the U.S. Department of Energy's unopposed motion to hold the consolidated appeals of the Culley and Schahfer DOE 202(c) orders in abeyance pending disposition of the People of the State of Michigan v. United States Department of Energy (the appeal of DOE's May 2025 202(c) order issued to the Consumers Energy Company's Campbell plant). In that case regarding the Campbell plant, the D.C. Circuit on September 11, 2026 vacated the DOE's May 2025 202(c) Campbell plant order, finding that DOE had exceeded its authority because the circumstances did not constitute the type of emergency contemplated by the statute. A modification to Indiana Electric's wastewater discharge permit for F.B Culley Unit 2 has been proposed that would provide for the continued utilization of bottom ash transport water at the facility during the pendency of the DOE Order. The public comment period for the proposed modification closed on July 20, 2026. Indiana Electric received the final permit modification in August 2026 with an effective date of September 1, 2026. On July 20, 2026, the Sierra Club and Environmental Law & Policy Center filed a petition with the United States Court of Appeals for the D.C. Circuit for review of FERC's March 19, 2026 order related to the cost recovery/

cost allocation mechanism and FERC's subsequent procedural denial of the rehearing requests on the March 19 order. On August 12, 2026, Indiana Electric filed a Motion to Intervene in the D.C. Circuit in response to the Sierra Club and Environmental Law & Policy Center's appeal of the FERC's March 19 Order granting Indiana Electric's Section 202(c) cost allocation complaint against MISO. Indiana Electric intervened as the owner of F.B. Culley Unit 2 that is the subject of the underlying FERC Order at issue on appeal. On August 20, 2026, FERC filed an unopposed motion to hold in abeyance the appeal of its March 19 Order, which was granted on September 1, 2026, pending the outcome of the consolidated Culley and Schahfer DOE Order appeals, which were themselves being held in abeyance pending the outcome of the Consumers Energy DOE Order appeal.

***Indiana Legislation (CenterPoint Energy)***

Indiana Electric is actively working to comply with legislation passed in 2026, particularly, the following pieces of legislation that became law in Indiana's 124th General Assembly:

Senate Enrolled Act 240 Surplus Interconnection Service (SIS) defines SIS as any portion of service that has not been used and is not reasonably expected to be needed; the use of which would result in the total amount of interconnection service at the point of interconnection remaining the same. The new law requires an electric utility to include an analysis of the potential for SIS to meet the immediate needs for capacity and energy at the utility-owned facilities in integrated resource plans. It also requires the IURC to consider whether a utility that has filed for approval of a certificate of public convenience and necessity has conducted a SIS analysis and whether the proposed construction will allow for the use of SIS.

House Enrolled Act 1002, a multi-faceted law aimed at improving the affordability of electric rates, includes the following provisions:

- beginning in 2026, require an electric utility to file a multi-year rate plan according to a prescribed schedule;
- apply a customer affordability performance metric and a service restoration performance metric to each year of the multi-year rate plan and use such metric to provide financial rewards or penalties based on the electricity supplier's measured performance of the metric;
- require an electric utility to offer a low income customer assistance program by July 1, 2026 to be funded by at least 0.2% of jurisdictional revenues for residential customers and allow the utility to seek recovery of eligible program costs;
- prohibit an electric utility from terminating service to any customer on a day forecasted by the National Weather Service to have a heat index of at least 95 degrees Fahrenheit;
- modify the IURC's authority related to use of emergency powers;
- apply a levelized billing plan to residential customers who are eligible and have applied for the Low Income Housing Energy Assistance Program; and
- require an electric utility to report certain residential customer data to the Office of the Utility Consumer Counselor on a quarterly basis.

Pursuant to House Enrolled Act 1002 (HEA 1002), Indiana Electric is required to file a multi-year rate case in January 2028.

On July 15, 2026, the IURC opened two investigations related to the implementation of the new multi-year rate plan ("MYRP") framework established under HEA 1002. In Cause No. 46428, the IURC will examine potential risks and changes in risks to Indiana electric utilities and their customers resulting from implementation of MYRPs, including consideration of historical authorized-return frameworks and the establishment of a reasonable baseline for evaluating any changes in risk. In Cause No. 46429, the IURC will investigate cost recovery mechanisms within the MYRP framework, including the potential role of capital and expense trackers and the development of reasonable and quantifiable criteria governing their use. On August 7, 2026, all Indiana electric utilities jointly participated in two technical conferences convened by the IURC to frame and clarify the issues to be addressed during the IURC's investigations. Following the conferences, the Indiana electric utilities collaborated in submitting a proposed list of issues for consideration in the two proceedings. After reviewing the submissions by the Indiana electric utilities and other parties, the IURC finalized the issues list on September 24, 2026, defining the scope of the investigations and providing guidance on the topics for which the parties should submit prefiled testimony. On that same date, the IURC published the procedural schedules for prefiled testimony to be submitted on December 4, 2026; responsive testimony to be submitted on January 13, 2027; and an evidentiary hearing for both proceedings scheduled for the first half of 2027. At this time, Indiana Electric cannot predict the outcome of either investigation or the potential impact, if any, that these proceedings may have on its future rates, cost recovery mechanisms, authorized returns, or financial condition.

***Texas Legislation (CenterPoint Energy, Houston Electric and CERC)***

The Registrants are actively working to comply with 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 expense and ad valorem taxes associated with unrecovered gross plant.
- Senate Bill 231, effective June 20, 2025, provides that, on or after the effective date, TDUs may only enter into, renew or extend leases for TEEEF units with a maximum generation capacity of 5 or fewer MW and that are rapidly deployable, and that they may enter into leases without prior PUCT preapproval (as required by the TEEEF Rule) in the case of an emergency or if the lease includes a provision allowing for the alteration of the lease based on applicable PUCT orders or rules.
- 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 6, effective June 20, 2025, establishes a standardized process for connecting large-load customers within ERCOT in a manner designed to support business development in Texas while minimizing the potential for stranded infrastructure costs and maintaining system reliability.

***CSIA 3.0 (CenterPoint Energy)***

On June 2, 2026, Indiana North and Indiana South filed their petitions and cases-in-chief with the IURC requesting, among other things, approval of their seven-year plan for transmission, distribution, and storage improvements pursuant to Indiana Code (TDSIC Plan); and their three-year schedule of compliance projects pursuant to Indiana Code (Compliance Projects). The request for the seven-year TDSIC Plan (2027-2033) was for an estimated $902 million (Indiana North) and $211 million (Indiana South); and the request for three-year schedule of Compliance Projects (2027-2029) was for an estimated $679 million (Indiana North) and $160 million (Indiana South). On September 14, 2026, after filing corrections to the TDSIC Plan in August which reduced the previously stated amounts, Indiana North and Indiana South filed amended petitions and testimony with the IURC to modify their requested relief by removing from their request all relief related to TDSIC improvements under Indiana Code (approximately $876 million for Indiana North and $204 million for Indiana South); and maintaining their requested relief associated with the three-year schedule of compliance activities (approximately $679 million for Indiana North and $160 million for Indiana South). Because of the amended filing, the procedural schedule was modified, with rebuttal testimony due November 4, 2026 and an evidentiary hearing scheduled for November 17, 2026.

***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, CEP, 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).

The table below reflects significant applications pending or completed since the Registrants' combined 2025 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)** | | | | | |
| TEEEF | $ (112) | April 2025 | TBD | TBD | Seeks approval of: (1) the release of Houston Electric's 15 large 32 MW TEEEF units to ERCOT at CPS Energy facilities to serve the greater San Antonio region until March 2027 unless terminated earlier pursuant to the provisions of the ERCOT Transaction; (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. In November 2025, Houston Electric also proposed to remove the five medium 5.7 MW TEEEF units from its TEEEF fleet and remove the associated lease costs effective January 1, 2026. On June 26, 2026, Houston Electric filed a stipulation and agreement supporting removal of the 15 large units and 5 medium units effective May 1, 2025 and January 1, 2026, respectively, an agreed motion for interim rates effective August 15, 2026, settlement testimony, and agreed motion to admit evidence and remand the proceeding to the PUCT. On June 29, 2026, SOAH granted the requested motions and remanded the proceeding to the PUCT. If approved by the PUCT, the current revenue requirement will be reduced by $112 million. On October 9, 2026, the ALJ filed a revised proposed order, reflecting previously implemented interim rates; assignment to a PUCT open meeting agenda is pending. |
| TEEEF | N/A | May 2025 | March 2026 | March 2026 | Seeks authorization to lease small, 200 kW to 1,250 kW TEEEF units for 36 months in accordance with the TEEEF Rule. Among other things, the TEEEF Rule generally requires that a utility obtain preapproval prior to renewing or entering into a new lease of TEEEF units, with exceptions for emergency situations or if the lease includes a provision allowing for the alteration of the lease based on applicable PUCT orders or rules. Approval of Houston Electric's request in this filing had no cost impact on customers at this time, as cost determination will occur in a future proceeding. On March 12, 2026, the PUCT issued an order authorizing Houston Electric to enter into a lease 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 a term of 36 months. |
| DCRF | $ 101 | February 2026 | September 2026 | August 2026 | Based on the net change in distribution invested capital since its last base rate proceeding of approximately $2.2 billion for the period January 1, 2024 through December 31, 2025 for an incremental revenue increase of $108 million adjusted for load growth. In April 2026, a stipulation and settlement agreement was filed, reducing the revenue requirement by $6.2 million to reflect deferral of $52.3 million in investment related to certain system resiliency plan measures. For future DCRFs in 2026, 2027, and 2028, Houston Electric agreed to defer additional costs in proportion to the amount invested in certain resiliency measures as a percentage of the total estimated costs for those measures. On July 9, 2026, the PUCT issued an order that approved the DCRF adjustment but required Houston Electric to defer recovery for certain resiliency measures up front rather than proportionally as proposed in the settlement. On July 15, 2026, Houston Electric filed a compliance tariff for $101.4 million. Rates were implemented on September 1, 2026. |
| TCOS | $ 36 | February 2026 | April 2026 | April 2026 | Based on the net change in invested capital since its last TCOS proceeding of approximately $212 million for the period of July 1, 2025 through December 31, 2025, along with the inclusion of regulatory assets of approximately $10 million comprising certain system restoration operations and maintenance expenses and carrying costs associated with the May 2024 Storm Events and Hurricane Beryl. |
| EECRF | $ 16 | June 2026 | March 2027 | TBD | Requested $77 million which is comprised primarily of the following: 2027 program costs of $58 million; $2.4 million related to the under-recovery of 2025 program costs; the 2025 earned incentive of $16 million; and 2027 projected evaluation, measurement and verification costs of $0.6 million. On September 10, 2026, Houston Electric filed an Errata to reduce the under-recovery for 2025 by $0.4 million and reduce the 2025 earned incentive by $0.2 million, for a total reduction to the revenue requirement of $0.6 million. |
| DCRF | $ 73 | July 2026 | TBD | TBD | Based on the net change in distribution capital since its last base rate proceeding of approximately $2.8 billion for the period January 1, 2024 through May 31, 2026, for an incremental revenue increase of $73 million adjusted for load growth compared to the compliance filing for the previous DCRF. On August 14, 2026, Order No. 6 approved interim rates effective September 30, 2026. On September 14, 2026, the ALJ filed a proposal for decision recommending the PUCT approve the DCRF as filed. On October 1, 2026, Houston Electric filed a stipulation and settlement agreement for the full requested amount. Assignment to a PUCT Open Meeting Agenda is pending. |
| TCOS | $ 29 | August 2026 | September 2026 | September 2026 | Based on the net change in invested capital since its last TCOS proceeding of approximately $257 million for the period of January 1, 2026, through June 30, 2026, offset by an adjustment of approximately $5 million to regulatory assets comprising certain system restoration operations and maintenance expenses and carrying costs associated with the May 2024 Storm Events and Hurricane Beryl. |

| Mechanism | Annual Increase (Decrease) (1) (in millions) | Filing Date | Effective Date | Approval Date | Additional Information |
|---|---|---|---|---|---|
| **CenterPoint Energy and CERC - Beaumont/East Texas, South Texas, Houston and Texas Coast (Railroad Commission)** | | | | | |
| GRIP | $ 62 | February 2026 | June 2026 | June 2026 | Based on net change in invested capital of $394 million. |
| Tax Act Rider | $ (5) | July 2026 | TBD | TBD | Resulting from the Texas Gas Rate Case, the third Tax Act Rider Calculation was filed on July 25, 2026 pursuant to Docket No. OS-23-00015513 to recover the effects of the IRA and certain other tax-related costs for rates that will become effective January 1, 2027. 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. A revision to the annual report was filed on October 9, 2026. The revised estimated total impact to 2027 base rate revenues is $16.7 million, compared to the total impact to base revenues in 2026 of approximately $22 million. This results in a decrease to total base revenues of approximately $5.3 million. |
| **CenterPoint Energy and CERC - Minnesota (MPUC)** | | | | | |
| CIP Financial Incentive | $ 7 | May 2026 | TBD | TBD | CIP Financial Incentive based on 2025 CIP program activity. |
| **CenterPoint Energy - Indiana South - Electric (IURC)** | | | | | |
| TDSIC | $ 2 | February 2026 | June 2026 | September 2026 | Requested an increase of $19.5 million to rate base, which reflects an approximately $1.6 million 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 $(1.8) million. |
| ECA | $ 3 | May 2026 | TBD | TBD | Requested no change to rate base and approximately $2.5 million 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 $(3.3) million. |
| TDSIC | $ 5 | August 2026 | TBD | TBD | Requested an increase of $51.0 million to rate base, which reflects an approximately $4.9 million 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 $0.2 million. |
| **CenterPoint Energy - Indiana South - Gas (IURC)** | | | | | |
| CSIA | $ 3 | April 2026 | August 2026 | July 2026 | Requested an increase of $26.7 million to rate base, which reflects an approximately $2.5 million 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 $2.5 million. The OUCC filed testimony on June 2, 2026. Indiana South's rebuttal was filed on June 15, 2026. Final order issued July 29, 2026, with rates implemented August 1, 2026. |
| CSIA | $ 2 | October 2026 | TBD | TBD | Requested an increase of $11.7 million to rate base, which reflects an approximately $2.2 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 $(2.5) million. OUCC testimony is due on December 1, 2026. Indiana South's rebuttal is due on December 15, 2026. Evidentiary hearing is expected the week of January 4, 2027. The final order is expected in late January 2027 with rates effective February 2027. |
| **CenterPoint Energy and CERC - Indiana North - Gas (IURC)** | | | | | |
| CSIA | $ 14 | April 2026 | August 2026 | July 2026 | Requested an increase of $121.9 million to rate base, which reflects an approximately $14.4 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 $9.2 million. The OUCC filed testimony on June 2, 2026. Indiana North's rebuttal was filed on June 15, 2026. Final order issued July 29, 2026, with rates implemented August 1, 2026. |
| CSIA | $ 14 | October 2026 | TBD | TBD | Requests an increase of $150.2 million to rate base, which reflects an approximately $13.5 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 $(10.6) million. OUCC testimony is due on December 1, 2026. Indiana North's rebuttal is due on December 15, 2026. Evidentiary hearing is expected the week of January 4, 2027. The final order is expected in late January with rates effective February 2027. |

| Mechanism | Annual Increase (Decrease) (1) (in millions) | Filing Date | Effective Date | Approval Date | Additional Information |
|---|---|---|---|---|---|
| **CenterPoint Energy and CERC - Ohio - Gas (PUCO)** | | | | | |
| CEP | $ 12 | March 2026 | September 2026 | August 2026 | Requested an increase of $100.9 million to rate base for investments made in 2025, which reflects an $11.7 million annual increase in current revenues. A change in (over)/under-recovery variance of $(0.9) million is also included in rates. CEOH accepted the third-party audit recommendation to adjust the revenue requirement by $(0.2) million in its Statement of Resolution filed on August 6, 2026. On August 19, 2026, the PUCO issued its Finding and Order approving the adjusted rates to be implemented September 1, 2026. |
| DRR | $ 10 | May 2026 | September 2026 | August 2026 | Requested an increase of $67 million to rate base for investments made in 2025, which reflects a $9.5 million annual increase in current revenues. A change in (over)/under-recovery variance of $(3.0) million annually is also included in rates. Staff filed comments on June 25, 2026, recommending approval of the DRR revenue requirement and proposed rates. Ohio Consumers Counsel filed comments on June 26, 2026 indicating concerns with affordability and the pace of investments in the DRR. On July 10, 2026, CEOH filed a statement informing the PUCO the issues raised in comments have been resolved. By Entry, the ALJ canceled the scheduled hearing. On August 19, 2026, the PUCO issued its Finding and Order approving new rates to be implemented September 1, 2026. |

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

***GHG Emissions and Climate-Related Regulation and Compliance (CenterPoint Energy)***

The issue of climate change has received focus at the state, federal and international level, and there are trends and uncertainties relating to GHG emissions and climate-related regulations and compliance that affect the Registrants. On February 18, 2026, the US EPA rescinded the 2009 endangerment finding in relation to GHG standards for mobile sources. Uncertainties remain as to the effect of the rescission on the GHG standards for fossil fuel-fired power plants, which are similarly being challenged on judicial review, and the effects of the rescission on preemption of state law. Compliance costs and other effects associated with climate change, reductions in GHG emissions and obtaining renewable energy sources remain uncertain; nevertheless, any new regulation or legislation relating to climate change will likely result in an increase in compliance costs. CenterPoint Energy will continue to monitor regulatory activity regarding GHG emission standards that may affect its business. Currently, CenterPoint Energy does not purchase carbon credits. In connection with its energy transition goals, CenterPoint Energy is expected to purchase carbon credits in the future; however, CenterPoint Energy does not currently expect the number of credits, or cost for those credits, to be material.

***Climate Risk Trends and Uncertainties***

There are climate risk trends and uncertainties that affect the Registrants. 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. 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 also 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), and the repeal of the Endangerment Finding, 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, Houston Electric'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.

On September 9, 2026, CenterPoint Energy, Houston Electric, CERC and SIGECO replaced their existing revolving credit facilities with four revolving credit facilities totaling $4.6 billion in aggregate commitments. 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 as of September 30, 2026. As of October 21, 2026, the Registrants had the following revolving credit facilities and utilization of such facilities:

| Registrant | Size of Facility | Amount Utilized as of October 21, 2026 | | | Weighted Average Interest Rate | Termination Date |
|---|---|---|---|---|---|---|
| | | Loans | Letters of Credit | Commercial Paper | | |
| | (in millions) | | | | | |
| CenterPoint Energy | $ 2,200 | $ — | $ — | $ — | —% | September 9, 2031 |
| CenterPoint Energy (1) | 300 | — | — | — | —% | September 9, 2031 |
| Houston Electric | 1,000 | — | — | — | —% | September 9, 2031 |
| CERC | 1,100 | — | — | 173 | 4.01% | September 9, 2031 |
| Total | $ 4,600 | $ — | $ — | $ 173 | | |

(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 2026, see Note 9 to the Interim Condensed Financial Statements.

***Securities Registered with the SEC***

On May 15, 2026, 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 15, 2029. For information related to the Registrants' debt issuances in 2026, see Note 9 to the Interim Condensed Financial Statements.

For information related to shares of Common Stock sold or issued pursuant to the forward sale agreements and the 2026 Equity Distribution Agreement, 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 net funding requirements of Houston Electric are expected to be met with borrowings from the CenterPoint Energy money pool, borrowings under Houston Electric's revolving credit facility or the sale of Houston Electric's commercial paper. The net funding requirements of the CERC money pool are expected to be met with borrowings under CERC's revolving credit facility or the sale of CERC's commercial paper.

The table below summarizes CenterPoint Energy money pool activity by Registrant as of October 21, 2026:

| | Weighted Average Interest Rate | Houston Electric | CERC |
|---|---|---|---|
| | | (in millions) | |
| Money pool investments (borrowings) | 3.98% | $ 661 | $ (193) |

***Impact on Liquidity of a Downgrade in Credit Ratings***

The interest rate on borrowings under the credit facilities is based on the respective credit rating of each borrower. As of October 21, 2026, Moody's, S&P and Fitch had assigned the following credit ratings to the borrowers:

| | | Moody's | | S&P | | Fitch | |
|---|---|---|---|---|---|---|---|
| Registrant | Borrower/Instrument | Rating | Outlook (1) | Rating | Outlook (2) | Rating | Outlook (3) |
| CenterPoint Energy | CenterPoint Energy Senior Unsecured Debt | Baa2 | Stable | BBB | Stable | BBB | Stable |
| CenterPoint Energy | Vectren Corp. Issuer Rating | n/a | n/a | BBB+ | Stable | n/a | n/a |
| CenterPoint Energy | SIGECO Senior Secured Debt | A1 | Stable | A | Stable | n/a | n/a |
| Houston Electric | Houston Electric Senior Secured Debt | A2 | Stable | A | Stable | A | Stable |
| CERC | CERC Corp. Senior Unsecured Debt | A2 | Stable | BBB+ | Stable | A- | Stable |
| CERC | Indiana Gas Senior Unsecured Debt | n/a | n/a | BBB+ | Stable | 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, 2026, 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 $230 million as of September 30, 2026. 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 be reversed 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 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, 2026, deferred taxes of approximately $983 million would have been payable in 2026, subject to reduction on account of available net operating loss carryforwards and CAMT carryforwards. If all the ZENS-Related Securities had been sold on September 30, 2026, capital gains taxes of approximately $53 million would have been payable in 2026 based on 2026 tax rates in effect. As of September 30, 2026, 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 results in the acceleration of, any indebtedness for borrowed money and certain other specified types of obligations (including guarantees) exceeding $150 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 results in the acceleration of, any indebtedness for borrowed money and certain other specific types of obligations (including guarantees) exceeding $100 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. As announced in October 2026, CenterPoint Energy has increased its planned capital expenditures in its Electric and Natural Gas businesses pursuant to its updated 10-year capital plan, which calls for investment of at least $70.7 billion through 2035, and CenterPoint Energy may continue to increase such planned capital investments in the future. The Registrants may continue to explore asset sales as a means to efficiently finance a portion of their 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 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 for total consideration of approximately $2.62 billion, subject to adjustment as set forth in the Ohio Securities Purchase Agreement. The transaction closed on October 1, 2026. For further information, see Note 3 and 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, among other things, supply chain disruptions, inflation, labor shortages, scarcity of materials and changes in U.S. or foreign trade policy (including tariffs or other trade actions);
- 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 U.S. or foreign trade policy (including tariffs or other trade actions) or other geopolitical matters;
- incremental collateral, if any, that may be required due to regulation of derivatives (CenterPoint Energy);
- the timing and outcome of rate actions regarding our recovery of costs and ability to make a reasonable return on investment;
- 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;
- 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;
- the required return to customers of contributions in aid of construction or financial security in connection with proposed large-load interconnection projects; and
- various other risks identified in "Risk Factors" in Part I, Item 1A of the Registrants' combined 2025 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 2025 Form 10-K. There have 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 2025 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, 2026, 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 $1.9 billion and $1.5 billion as of September 30, 2026 and December 31, 2025, respectively. If the floating interest rates were to increase by 100 basis points from September 30, 2026 rates, CenterPoint Energy's combined interest expense would increase by approximately $19 million annually.

As of September 30, 2026 and December 31, 2025, CenterPoint Energy had outstanding fixed-rate debt (excluding indexed debt securities) aggregating $23.2 billion and $21.7 billion, respectively, in principal amount and having a fair value of $21.3 billion and $21.1 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 $944 million if interest rates were to decline by 10% from their levels as of September 30, 2026. 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, 2026 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, 2026 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(c) 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 2025 Form 10-K.

**Item 1A. RISK FACTORS**

There have been no material changes from the risk factors disclosed in the Registrants' combined 2025 Form 10-K.

**Item 5. OTHER INFORMATION**

*Rule 10b5-1 Trading Arrangements*

During the three months ended September 30, 2026, 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 |
| 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 | Amended and Restated Certificate of Formation of CenterPoint Energy | CenterPoint Energy's Form 8-K dated April 16, 2026 | 1-31447 | 3.1 | 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 |

| Exhibit Number | Description | Report or Registration Statement | SEC File or Registration Number | Exhibit Reference | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|---|---|---|---|
| 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 | 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 | | |
| †4.2 | Supplemental Indenture No. 4, dated as of August 3, 2026, to Exhibit 4.1 | | | | x | | |
| 4.3 | 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 | |
| 4.4 | Ninth Supplemental Indenture, dated as of November 12, 2002, to Exhibit 4.3 | CenterPoint Energy's Form 10-K for the year ended December 31, 2002 | 1-31447 | 4(k)(10) | | x | |
| 4.5 | Twentieth Supplemental Indenture, dated as of December 9, 2008, to Exhibit 4.3 | Houston Electric's Form 8-K dated January 6, 2009 | 1-3187 | 4.2 | | x | |
| 4.6 | Fortieth Supplemental Indenture, dated as of September 24, 2026, to Exhibit 4.3 | Houston Electric's Form 8-K dated September 21, 2026 | 1-3187 | 4.4 | | x | |
| †4.7 | Officer's Certificate, dated as of September 24, 2026 | | | | | x | |
| 10.1 | Equity Distribution Agreement, dated May 15, 2026, among CenterPoint Energy, Inc. and Barclays Capital Inc., BMO Capital Markets Corp., BNP Paribas Securities Corp., BofA Securities, Inc., BTIG, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., RBC Capital Markets, LLC, Scotia Capital (USA) Inc., TD Securities (USA) LLC, Truist Securities, Inc. and Wells Fargo Securities, LLC, as managers, Barclays Bank PLC, Bank of Montreal, BNP Paribas, Bank of America, N.A., Nomura Global Financial Products, Inc., Citibank, N.A., Goldman Sachs & Co. LLC, JPMorgan Chase Bank, National Association, Mizuho Markets Americas LLC, Morgan Stanley & Co. LLC, MUFG Securities EMEA plc, Royal Bank of Canada, The Bank of Nova Scotia, The Toronto-Dominion Bank, Truist Bank and Wells Fargo Bank, National Association, as forward purchasers, and Barclays Capital Inc., BMO Capital Markets Corp., BNP Paribas Securities Corp., BofA Securities, Inc., Nomura Securities International, Inc. (acting through BTIG, LLC, as agent), Citigroup Global Markets Inc., Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Mizuho Securities USA LLC, Morgan Stanley & Co. LLC, MUFG Securities Americas Inc., RBC Capital Markets, LLC, Scotia Capital (USA) Inc., TD Securities (USA) LLC, Truist Securities, Inc. and Wells Fargo Securities, LLC, as forward sellers. | CenterPoint Energy's Form 8-K dated May 15, 2026 | 1-31447 | 1.1 | x | | |
| 10.2 | Partial Termination Amendment to CenterPoint Energy Benefit Restoration Plan, effective as of July 15, 2026 | CenterPoint Energy's Form 10-Q for the quarter ended June 30, 2026 | 1-31447 | 10.2 | x | | |

| Exhibit Number | Description | Report or Registration Statement | SEC File or Registration Number | Exhibit Reference | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|---|---|---|---|
| 10.3 | Partial Termination Amendment to CenterPoint Energy Savings Restoration Plan, effective as of July 15, 2026 | CenterPoint Energy's Form 10-Q for the quarter ended June 30, 2026 | 1-31447 | 10.3 | x | | |
| 10.4 | Partial Termination Amendment to CenterPoint Energy 2005 Deferred Compensation Plan, effective as of July 15, 2026 | CenterPoint Energy's Form 10-Q for the quarter ended June 30, 2026 | 1-31447 | 10.4 | x | | |
| 10.5 | $2,200,000,000 Third Amended and Restated Credit Agreement dated as of September 9, 2026 among CenterPoint Energy, Inc., as Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the financial institutions as bank parties thereto and the other parties thereto. | CenterPoint Energy's Form 8-K dated September 9, 2026 | 1-31447 | 10.1 | x | | |
| 10.6 | $1,000,000,000 Third Amended and Restated Credit Agreement dated as of September 9, 2026 among CenterPoint Energy Houston Electric, LLC, as Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the financial institutions as bank parties thereto and the other parties thereto. | CenterPoint Energy's Form 8-K dated September 9, 2026 | 1-31447 | 10.2 | | x | |
| 10.7 | $1,100,000,000 Third Amended and Restated Credit Agreement dated as of September 9, 2026 among CenterPoint Energy Resources Corp., as Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the financial institutions as bank parties thereto and the other parties thereto. | CenterPoint Energy's Form 8-K dated September 9, 2026 | 1-31447 | 10.3 | | | x |
| 10.8 | $300,000,000 Amended and Restated Credit Agreement dated as of September 9, 2026 among Southern Indiana Gas and Electric Company, as Borrower, JPMorgan Chase Bank, N.A., as Administrative Agent, the financial institutions as bank parties thereto and the other parties thereto. | CenterPoint Energy's Form 8-K dated September 9, 2026 | 1-31447 | 10.4 | x | | |
| †10.9 | Letter Agreement Amending Confirmations by and between CenterPoint Energy, Inc. and Bank of America, N.A., dated August 19, 2026 | | | | x | | |
| †10.10 | Letter Agreement Amending Confirmations by and between CenterPoint Energy, Inc. and JPMorgan Chase Bank, National Association, dated August 19, 2026 | | | | x | | |
| †10.11 | Letter Agreement Amending Confirmations by and between CenterPoint Energy, Inc. and Mizuho Markets Americas LLC, dated August 19, 2026 | | | | x | | |
| †10.12 | Second Amendment to CenterPoint Energy, Inc. Short Term Incentive Plan, as amended and restated effective January 1, 2022. | | | | 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 | |

| Exhibit Number | Description | Report or Registration Statement | SEC File or Registration Number | Exhibit Reference | CenterPoint Energy | Houston Electric | CERC |
|---|---|---|---|---|---|---|---|
| †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 |
| †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/ Russell K. Wright
Russell K. Wright
Vice President and Chief Accounting Officer
(Duly Authorized Officer and Principal Accounting Officer)

Date: October 27, 2026

**SUPPLEMENTAL INDENTURE NO. 4**

**BETWEEN**

**CENTERPOINT ENERGY, INC.**

**AND**

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

**TRUSTEE**

**DATED AS OF AUGUST 3, 2026**

**6.400% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED NOTES,**

**SERIES E, DUE 2058**

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Exhibit A Form of Series E Note and the Trustee's Certificate of Authentication

**SUPPLEMENTAL INDENTURE NO. 4**

THIS **SUPPLEMENTAL INDENTURE NO. 4**, dated as of August 3, 2026 (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.

"Code" means the Internal Revenue Code of 1986, as amended.

"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, August 3, 2026 to, but excluding, February 15, 2027.

"Interest Period" means, with respect to any Interest Payment Date, the period from and including the immediately preceding Interest Payment Date (or if none, August 3, 2026) to, but excluding, such Interest Payment Date.

"Interest Reset Period" means the period from and including August 15, 2033 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 July 30, 2026, in the case of any Rating Agency that published a rating for the Company on July 30, 2026, 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 July 30, 2026 (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.

"Rating Agency Event Redemption Date" shall have the meaning specified in Section 2.06.

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

"Reset Date" means August 15, 2033 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 Code, 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 Credit Event" means, with respect to the Notes, that, in the Company's reasonable determination, there exists a material risk, due to the Notes (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Code, that the Company or any of its affiliates would be unable to utilize or otherwise be ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

"Tax Credit Event Redemption Date" shall have the meaning specified in Section 2.06.

"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 July 30, 2026, 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 "6.400% Fixed-to-Fixed Reset Rate Junior Subordinated Notes, Series E, due 2058," (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 August 15, 2058. 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, August 15, 2033 (the "First Reset Date") at an annual rate of 6.400% and (ii) from and including August 15, 2033 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 1.885%; *provided* that the interest rate during any Interest Reset Period will not reset below 6.400% 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 August 3, 2026 and will, subject to the Company's right to defer Interest Payments (as described in Article IV), be payable semi-annually in arrears on February 15 and August 15 of each year (each, an "Interest Payment Date"), beginning on February 15, 2027. 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 February 1 or August 1 (whether or not such day is a Business Day) (each, a "Regular Record Date") immediately preceding the applicable February 15 or August 15 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, at its option, in whole or in part upon not less than 10 nor more than 60 days' notice to the registered Holders of the Notes called for redemption, 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 date fixed for redemption (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) In addition, the Company may redeem the Notes, at its option, in whole but not in part, upon not less than 10 nor more than 60 days' notice to the registered Holders of the Notes called for redemption, following the occurrence of a Tax Event, at a redemption price equal to the sum of 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest to, but excluding, 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 occurrence of a Tax Event with respect to the Notes.

(c) In addition, the Company may redeem the Notes, at its option, in whole but not in part, upon not less than 10 nor more than 60 days' notice to the registered Holders of the Notes called for redemption, following the occurrence of a Tax Credit Event, at a redemption price equal to the sum of 101% of the principal amount of the Notes being redeemed plus accrued and unpaid interest to, but excluding, the date fixed for redemption (the "Tax Credit Event Redemption Date"). A notice of redemption of the Notes upon the occurrence of a Tax Credit Event (i) may only be sent by the later of (x) the end of the calendar year in which the Notes were issued and (y) six months from the date of the issuance of the Notes and (ii) shall be accompanied by an Officers' Certificate stating that a Tax Credit Event has occurred.

(d) In addition, the Company may redeem the Notes, at its option, in whole but not in part, upon not less than 10 nor more than 60 days' notice to the registered Holders of the Notes called for redemption, for the Notes following the occurrence of a Rating Agency Event, at a redemption price equal to 102% of the principal amount of the Notes being redeemed plus any accrued and unpaid interest to, but excluding, the date fixed for redemption (the "Rating Agency Event Redemption Date"). In such case, the Company will deliver a notice of redemption specifying the Rating Agency Event Redemption Date, which shall be no later than 120 days following the occurrence of a Rating Agency Event with respect to the Notes.

(e) If notice of redemption is given, 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 applicable redemption price together with any accrued and unpaid interest, 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.

(f) If at the time notice of redemption is given, the redemption moneys are not on deposit with the Trustee, then the redemption shall be subject to their receipt on or before the applicable redemption date and such notice shall be of no effect unless such moneys are so received.

(g) 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(g), on and after the redemption date interest will cease to accrue on the Notes or portions thereof called for redemption.

(h) 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").

(i) 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 July 30, 2026, as evidenced in an Officer's Certificate;

(h) to comply with the rules of any applicable Depositary, 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 6.400% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED NOTES, SERIES E, DUE 2058]**

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.**
**$[__]**
**6.400% FIXED-TO-FIXED RESET RATE JUNIOR SUBORDINATED NOTES**
**SERIES E, DUE 2058**
**Dated: August 3, 2026**

NUMBER R-[__] CUSIP NO: 15189T BV8

Registered Holder: CEDE & CO. ISIN NO: US15189TBV89

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 August 15, 2058 (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, August 15, 2033 (the "First Reset Date") at an annual rate of 6.400% and (ii) from and including August 15, 2033 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 1.885%; *provided* that the interest rate during any Interest Reset Period will not reset below 6.400% 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 February 15 and August 15 of each year beginning on February 15, 2027 (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 February 1 or August 1 (whether or not such day is a Business Day) immediately preceding the applicable February 15 or August 15 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.

"Code" means the Internal Revenue Code of 1986, as amended.

"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, August 3, 2026 to, but excluding, February 15, 2027.

"Interest Reset Period" means the period from and including August 15, 2033 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 August 15, 2033 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 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, at its option, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture, 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 Company may redeem the Notes, in whole but not in part, at its option, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture, following the occurrence of a Tax Event (as defined below), at a redemption price equal to the sum of 100% 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.

"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 July 30, 2026, 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 Company may redeem the Notes, in whole but not in part, at its option, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture, following the occurrence of a Tax Credit Event (as defined below), at a redemption price equal to the sum of 101% of the principal amount of the Notes being redeemed plus accrued and unpaid

interest (including any Compound Interest) to, but excluding, such Tax Credit Event Redemption Date. "Tax Credit Event" means, with respect to the Notes, that, in the Company's reasonable determination, there exists a material risk, due to the Notes (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Code, that the Company or any of its affiliates would be unable to utilize or otherwise be ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

In addition, the Company may redeem the Notes, in whole but not in part, at its option, by a notice of redemption delivered by or on behalf of the Company pursuant to the Indenture, 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 Rating Agency 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 July 30, 2026, in the case of any Rating Agency that published a rating for the Company on July 30, 2026, 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 July 30, 2026 (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: August 3, 2026

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: August 3, 2026

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. 4 dated as of August 3, 2026 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 |
|---|---|---|---|

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

**OFFICER'S CERTIFICATE**

September 24, 2026

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 September 10, 2026, 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-fifth series to be issued under the Indenture shall be designated as the "5.40% General Mortgage Bonds, Series AS, due 2031" (the "Bonds"), as set forth in the Fortieth 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 September 24, 2026 (the "Issue Date") in the aggregate principal amount of $700,000,000, 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 October 15, 2031.

(5) The Bonds shall bear interest at the rate of 5.40% 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 April 15 and October 15 in each year commencing April 15, 2027, and the Regular Record Dates with

respect to the Interest Payment Dates for the Bonds shall be the April 1 and October 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 September 15, 2031 (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 10 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.

In addition, the Company may redeem the Bonds, at its option, in whole but not in part, upon not less than 10 nor more than 60 days' notice to the registered Holders of the Notes called for redemption, following the occurrence of a Tax Credit Event, at a redemption price equal to the sum of 101% of the principal amount of the Bonds being redeemed plus accrued and unpaid interest to, but excluding, the date fixed for redemption (the "Tax Credit Event Redemption Date"). A notice of redemption of the Bonds upon the occurrence of a Tax Credit Event (i) may only be sent by the later of (x) the end of the calendar year in which the Bonds were issued and (y) six months from the date of the issuance of the Bonds and (ii) shall be accompanied by an Officers' Certificate stating that

a Tax Credit Event has occurred.

"Tax Credit Event" means, with respect to the Bonds, that, in the Company's reasonable determination, there exists a material risk, due to the Bonds (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Code, that the Company or any of its affiliates would be unable to utilize or otherwise be ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

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 Depositary (as defined below) with respect to the Global Securities. "Depositary" 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 depositary 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 Depositary designated for such Global Security or a nominee thereof and delivered to such Depositary 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 Depositary for such Global Security or a nominee thereof unless (A) the Company has notified the Trustee that the Depositary is unwilling or unable to continue as Depositary for such Global Security, the Depositary defaults in the performance of its duties as Depositary, or the Depositary has ceased to be a clearing agency registered under the Exchange Act, in each case, unless the Company has approved a successor Depositary 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 Depositary 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 Depositary 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 Fortieth 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 Fortieth 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 $6,624,230,260.81 are the basis for authentication and delivery of $700,000,000 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 September 10, 2026, 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**
5.40% General Mortgage Bonds, Series AS, due 2031

Original Interest Accrual Date: September 24, 2026
Stated Maturity: October 15, 2031
Interest Rate: 5.40%
Interest Payment Dates: April 15 and October 15
Regular Record Dates: April 1 and October 1 immediately preceding the respective Interest Payment Date

Redeemable: Yes [X] No [ ]
Redemption Date: At any time.
Redemption Price: Prior to September 15, 2031 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 10 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 September 15, 2031, 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.

In the case of a Tax Credit Event redemption, at a redemption price equal to the sum of 101% of the principal amount of the Bonds being redeemed plus accrued and unpaid interest to, but excluding, such Tax Credit Event 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 BM9

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 April 15, 2027, 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 depositary, 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 September 15, 2031 (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 10 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.

In addition, the Company may redeem the Bonds, at its option, in whole but not in part, following the occurrence of a

Tax Credit Event, at a redemption price equal to the sum of 101% of the principal amount of the Bonds being redeemed plus accrued and unpaid interest to, but excluding, the date fixed for redemption. A notice of redemption of the Bonds upon the occurrence of a Tax Credit Event (i) may only be sent by the later of (x) the end of the calendar year in which the Bonds were issued and (y) six months from the date of the issuance of the Bonds and (ii) shall be accompanied by an Officers' Certificate stating that a Tax Credit Event has occurred.

"Tax Credit Event" means with respect to the Bonds, that, in the Company's reasonable determination, there exists a material risk, due to the Bonds (considered together with other debt) having been issued, as part of an original issuance, to one or more "specified foreign entities," as defined in Section 7701(a)(51)(B) of the Code, that the Company or any of its affiliates would be unable to utilize or otherwise be ineligible to claim any tax credits otherwise allowed under Section 38 of the Code.

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: _____
Patricia L. Martin
Vice President and Treasurer

**CERTIFICATE OF AUTHENTICATION**

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Date of Authentication: September 24, 2026

**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.

| Date of Adjustment | Decrease in Aggregate Principal Amount of Securities | Increase in Aggregate Principal Amount of Securities | Aggregate Principal Amount of Securities Remaining After Such Decrease or Increase | Notation by Security Registrar |
|---|---|---|---|---|

Title: Vice President and Treasurer

To: **CenterPoint Energy, Inc.**
1111 Louisiana Street
Houston, TX 77002

From: Bank of America, N.A.
One Bryant Park, 8th Fl.
New York, New York 10036

Re: Amendment to Forward Transactions

Date: August 19, 2026

This letter agreement (this "**Amendment**") amends the terms and conditions of the transactions (each a "**Transaction**") evidenced by the Confirmation by and between Bank of America, N.A. ("**Party A**") and CenterPoint Energy, Inc. ("**Party B**"), dated May 27, 2025 (the "**Base Confirmation**") and by the Confirmation by and between Party A and Party B, dated May 28, 2025 (the "**Additional Confirmation**" and, together with the Base Confirmation, the "**Confirmations**").

**1.** **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in the corresponding Confirmations.

**2.** **Amendment to Base Confirmation.** The Base Confirmation shall be amended by:

(a) Replacing Schedule I to the Base Confirmation in its entirety with the attached Schedule I.

**3.** **Amendment to Additional Confirmation.** The Additional Confirmation shall be amended by:

(a) Replacing Schedule I to the Additional Confirmation in its entirety with the attached Schedule I.

**4.** **Waiver**. Party A hereby waives any "Termination Settlement" rights it may have under the Confirmations solely to the extent such rights arise out of an Acceleration Event occurring as a result of Party B's declaration of any cash dividend on or prior to July 15, 2026.

**5.** **Representations.** Each of the representations and warranties in Section 3 of each Confirmation is hereby deemed to be repeated on the date hereof.

**6.** **Effectiveness.** This Amendment shall become effective upon execution hereof by the parties hereto. Except as amended hereby, all the terms of the Transactions and the provisions in the Confirmations shall remain and continue in full force and effect and are hereby confirmed in all respects.

**7.** **Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

**8.** **Governing Law.** This Amendment and all matters arising in connection with the Agreements, the Confirmations and this Amendment shall be governed by, and construed and enforced in accordance with the laws of the State of New York (without reference to its choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law).

*[Signature page follows]*

Please confirm your agreement to be bound by the terms stated herein by executing the copy of this Amendment enclosed for that purpose and returning it to Party A.

Yours sincerely,

BANK OF AMERICA, N.A.

By: /s/Eric Coghlin
Name: Eric Coghlin
Title: Managing Director

Confirmed as of the date first above written:

CENTERPOINT ENERGY, INC.

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

**Schedule I**

| **Forward Price Reduction Date** | **Forward Price Reduction Amount** |
|---|---|
| May 27, 2025 | USD 0.00 |
| August 21, 2025 | USD 0.22 |
| November 20, 2025 | USD 0.22 |
| February 19, 2026 | USD 0.23 |
| May 21, 2026 | USD 0.23 |
| August 20, 2026 | USD 0.24 |
| November 19, 2026 | USD 0.24 |
| February 18, 2027 | USD 0.24 |

To: **CenterPoint Energy, Inc.**
1111 Louisiana Street
Houston, TX 77002

From: JPMorgan Chase Bank, National Association
New York Branch
383 Madison Avenue
New York, NY 10179

Re: Amendment to Forward Transactions

Date: August 19, 2026

This letter agreement (this "**Amendment**") amends the terms and conditions of the transactions (each a "**Transaction**") evidenced by the Confirmation by and between JPMorgan Chase Bank, National Association ("**Party A**") and CenterPoint Energy, Inc. ("**Party B**"), dated May 27, 2025 (the "**Base Confirmation**") and by the Confirmation by and between Party A and Party B, dated May 28, 2025 (the "**Additional Confirmation**" and, together with the Base Confirmation, the "**Confirmations**").

**1.** **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in the corresponding Confirmations.

**2.** **Amendment to Base Confirmation.** The Base Confirmation shall be amended by:

(a) Replacing Schedule I to the Base Confirmation in its entirety with the attached Schedule I.

**3.** **Amendment to Additional Confirmation.** The Additional Confirmation shall be amended by:

(a) Replacing Schedule I to the Additional Confirmation in its entirety with the attached Schedule I.

**4.** **Waiver**. Party A hereby waives any "Termination Settlement" rights it may have under the Confirmations solely to the extent such rights arise out of an Acceleration Event occurring as a result of Party B's declaration of any cash dividend on or prior to July 15, 2026.

**5.** **Representations.** Each of the representations and warranties in Section 3 of each Confirmation is hereby deemed to be repeated on the date hereof.

**6.** **Effectiveness.** This Amendment shall become effective upon execution hereof by the parties hereto. Except as amended hereby, all the terms of the Transactions and the provisions in the Confirmations shall remain and continue in full force and effect and are hereby confirmed in all respects.

**7.** **Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

**8.** **Governing Law.** This Amendment and all matters arising in connection with the Agreements, the Confirmations and this Amendment shall be governed by, and construed and enforced in accordance with the laws of the State of New York (without reference to its choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law).

*[Signature page follows]*

Please confirm your agreement to be bound by the terms stated herein by executing the copy of this Amendment enclosed for that purpose and returning it to Party A.

Yours sincerely,

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: /s/Santosh Sreenivasan
Name: Santosh Sreenivasan
Title: Managing Director

Confirmed as of the date first above written:

CENTERPOINT ENERGY, INC.

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

**Schedule I**

| **Forward Price Reduction Date** | **Forward Price Reduction Amount** |
|---|---|
| May 27, 2025 | USD 0.00 |
| August 21, 2025 | USD 0.22 |
| November 20, 2025 | USD 0.22 |
| February 19, 2026 | USD 0.23 |
| May 21, 2026 | USD 0.23 |
| August 20, 2026 | USD 0.24 |
| November 19, 2026 | USD 0.24 |
| February 18, 2027 | USD 0.24 |

To: **CenterPoint Energy, Inc.**
1111 Louisiana Street
Houston, TX 77002

From: Mizuho Markets Americas LLC
c/o Mizuho Securities USA LLC, as Agent
1271 Avenue of the Americas
New York, New York 10020

Re: Amendment to Forward Transactions

Date: August 19, 2026

This letter agreement (this "**Amendment**") amends the terms and conditions of the transactions (each a "**Transaction**") evidenced by the Confirmation by and between Mizuho Markets Americas LLC (with Mizuho Securities USA LLC acting as agent) ("**Party A**") and CenterPoint Energy, Inc. ("**Party B**"), dated May 27, 2025 (the "**Base Confirmation**") and by the Confirmation by and between Party A and Party B, dated May 28, 2025 (the "**Additional Confirmation**" and, together with the Base Confirmation, the "**Confirmations**").

**1.** **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in the corresponding Confirmations.

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(a) Replacing Schedule I to the Additional Confirmation in its entirety with the attached Schedule I.

**4.** **Waiver**. Party A hereby waives any "Termination Settlement" rights it may have under the Confirmations solely to the extent such rights arise out of an Acceleration Event occurring as a result of Party B's declaration of any cash dividend on or prior to July 15, 2026.

**5.** **Representations.** Each of the representations and warranties in Section 3 of each Confirmation is hereby deemed to be repeated on the date hereof.

**6.** **Effectiveness.** This Amendment shall become effective upon execution hereof by the parties hereto. Except as amended hereby, all the terms of the Transactions and the provisions in the Confirmations shall remain and continue in full force and effect and are hereby confirmed in all respects.

**7.** **Counterparts.** This Amendment may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing and delivering one or more counterparts.

**8.** **Governing Law.** This Amendment and all matters arising in connection with the Agreements, the Confirmations and this Amendment shall be governed by, and construed and enforced in accordance with the laws of the State of New York (without reference to its choice of laws doctrine other than Title 14 of Article 5 of the New York General Obligations Law).

*[Signature page follows]*

Please confirm your agreement to be bound by the terms stated herein by executing the copy of this Amendment enclosed for that purpose and returning it to Party A.

Yours sincerely,

MIZUHO MARKETS AMERICAS LLC

By: /s/Matthew Chiavaroli
Name: Matthew Chiavaroli
Title: Managing Director

MIZUHO SECURITIES USA LLC
Acting solely as Agent in connection with this Amendment

By: /s/Josh Weismer
Name: Josh Weismer
Title: Managing Director

Confirmed as of the date first above written:

CENTERPOINT ENERGY, INC.

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

**Schedule I**

| **Forward Price Reduction Date** | **Forward Price Reduction Amount** |
|---|---|
| May 27, 2025 | USD 0.00 |
| August 21, 2025 | USD 0.22 |
| November 20, 2025 | USD 0.22 |
| February 19, 2026 | USD 0.23 |
| May 21, 2026 | USD 0.23 |
| August 20, 2026 | USD 0.24 |
| November 19, 2026 | USD 0.24 |
| February 18, 2027 | USD 0.24 |

**CENTERPOINT ENERGY, INC.**
**SHORT TERM INCENTIVE PLAN**
(As Amended and Restated Effective January 1, 2022)

Second Amendment

CenterPoint Energy, Inc., a Texas corporation (the "Company"), having reserved the right under Section 13 of the CenterPoint Energy, Inc. Short Term Incentive Plan, as amended and restated effective January 1, 2022, as amended thereafter (the "Plan"), to amend the Plan, does hereby amend the Plan, effective as of January 1, 2027, as follows:

1. The definition of "Compensation" in Section 2 of the Plan is hereby amended to read as follows:

> "**Compensation**: Compensation means the annualized base pay of the Participant as in effect on December 31 of the Plan Year with respect to which the Award is made (or, for purposes of Section 4(a) of the Plan, on the date of the Participant's Retirement, death, or disability, as applicable), as determined under any reasonable method established by the Company, including any adjustments required under applicable labor law (such as overtime); provided, however, in the event a Participant's annualized base pay is modified effective on or after April 1 of the Plan Year as a result of a promotion to a higher-level position or a demotion to a lower-level position, Compensation shall be determined by prorating the Participant's annualized base pay as in effect (i) immediately prior to such promotion or demotion and (ii) on December 31 of the Plan Year (or, for purposes of Section 4(a) of the Plan, on the date of the Participant's Retirement, death, or disability, as applicable), using any reasonable proration method determined by the Company. Notwithstanding the foregoing, any Participant covered by the terms of a collective bargaining agreement shall have his Compensation calculated in the manner consistent with the collective bargaining agreement, if applicable."

2. The last sentence of Section 7 of the Plan is hereby amended to read as follows:

> "Unless otherwise specified in the Plan or by the Committee, the amount payable pursuant to an Award shall be based on a percentage of the Participant's Compensation for the Plan Year, subject to proration for any Participant who does not work the full Plan Year (e.g., new hires or Participants on unpaid leave of absence) or who experiences a promotion to a higher-level position or a demotion to a lower-level position on or after April 1 of the Plan Year, using any reasonable proration method determined by the Company."

3. For the sake of clarity, the first sentence of Section 4(a)(i) of the Plan is hereby amended to read as follows:

> "If a Participant (A) was an Employee on January 2 of the Plan Year and (B) terminates during the Plan Year on his Retirement Date, then the Participant shall nonetheless receive payment of a prorated portion of his Award determined by multiplying (x) the Participant's

target Award amount for the Plan Year, without regard to the achievement of the Performance Goals or the Participant's individual performance, based on the Participant's Compensation on his Retirement Date by (y) a fraction, the numerator of which is the number of days that the Participant participated in the Plan during the Plan Year through the Participant's Retirement Date, and the denominator of which is the total number of days in the Plan Year."

4. For the sake of clarity, the first sentence of Section 4(a)(ii) of the Plan is hereby amended to read as follows:

"If, during the Plan Year, a Participant dies or terminates employment under circumstances establishing eligibility for disability benefits under the Company's long-term disability plan, then the Participant shall nonetheless receive payment of a prorated portion of his Award determined by multiplying (A) the Participant's target Award amount for the Plan Year, without regard to the achievement of the Performance Goals or the Participant's individual performance, based on the Participant's Compensation as of the date of his death or disability by (B) a fraction, the numerator of which is the number of days that the Participant participated in the Plan during the Plan Year through the date of the Participant's death or disability, and the denominator of which is the total number of days in the Plan Year."

**IN WITNESS WHEREOF,** CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, on this 28th day of September 2026, but effective as specified above.

**CENTERPOINT ENERGY, INC.**

By: /s/ Jason Wells
Jason Wells
Chair of the Board, President, and Chief Executive Officer

ATTEST:

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

Exhibit 31.1.1

**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 27, 2026

/s/ Jason P. Wells
Jason P. Wells
President and Chief Executive Officer

Exhibit 31.1.2

**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 27, 2026

/s/ Jesus Soto, Jr.
Jesus Soto, Jr.
President and Chief Executive Officer

Exhibit 31.1.3

**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 27, 2026

/s/ Jesus Soto, Jr.
Jesus Soto, Jr.
President and Chief Executive Officer

Exhibit 31.2.1

**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 27, 2026

/s/ Christopher A. Foster

Christopher A. Foster
Executive Vice President and Chief Financial Officer

Exhibit 31.2.2

**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 27, 2026

/s/ Christopher A. Foster
Christopher A. Foster
Executive Vice President and Chief Financial Officer

Exhibit 31.2.3

**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 27, 2026

/s/ Christopher A. Foster

Christopher A. Foster

Executive Vice President and Chief Financial Officer

Exhibit 32.1.1

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, 2026 (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 27, 2026

Exhibit 32.1.2

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, 2026 (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 27, 2026

Exhibit 32.1.3

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, 2026 (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 27, 2026

Exhibit 32.2.1

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, 2026 (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 27, 2026

Exhibit 32.2.2

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, 2026 (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 27, 2026

Exhibit 32.2.3

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, 2026 (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 27, 2026