UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): September 25, 2018

CENTERPOINT ENERGY, INC.
(Exact name of registrant as specified in its charter)

Texas	**1-31447**	**74-0694415**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

1111 Louisiana **Houston, Texas**	**77002**
(Address of principal executive offices)	**(Zip Code)**

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging Growth Company ☐

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

Item 1.01 Entry into a Material Definitive Agreement.

Offering of Common Stock

On September 25, 2018, CenterPoint Energy, Inc. ("CenterPoint Energy") entered into an Underwriting Agreement (the "Common Stock Underwriting Agreement"), among CenterPoint Energy and the several Underwriters named in Schedule I to the Underwriting Agreement (the "Common Stock Underwriters"), relating to the underwritten public offering (the "Common Stock Offering") of 60,550,259 shares of CenterPoint Energy's common stock, par value $0.01 per share ("Common Stock"). The Common Stock Offering is being made pursuant to Post-Effective Amendment No. 1 to CenterPoint Energy's registration statement (the "Registration Statement") on Form S-3 (Registration No. 333-215833). CenterPoint Energy granted the Common Stock Underwriters a 30-day option to purchase up to 9,082,568 additional shares of Common Stock (the "Common Stock Option"), at the public offering price, less the underwriting discount. On September 28, 2018, the Common Stock Underwriters exercised in full the Common Stock Option. The foregoing description of the terms and conditions of the Common Stock Underwriting Agreement is qualified in its entirety by reference to the Common Stock Underwriting Agreement, which is incorporated herein by reference and attached hereto as Exhibit 1.1.

Offering of Depositary Shares

On September 25, 2018, CenterPoint Energy entered into an Underwriting Agreement (the "Depositary Shares Underwriting Agreement"), among CenterPoint Energy and the several Underwriters named in Schedule I to the Underwriting Agreement (the "Depositary Shares Underwriters"), relating to the underwritten public offering (the "Depositary Shares Offering") of 17,000,000 depositary shares (the "Depositary Shares"), each representing a 1/20th interest in a share of CenterPoint Energy's 7.00% Series B Mandatory Convertible Preferred Stock ("Series B Preferred Stock"). The Depositary Shares Offering is being made pursuant to the Registration Statement. CenterPoint Energy granted the Depositary Shares Underwriters a 30-day option to purchase up to 2,550,000 additional Depositary Shares (the "Depositary Shares Option"), at the public offering price, less the underwriting discount. On September 28, 2018, the Depositary Shares Underwriters exercised in full the Depositary Shares Option. The foregoing description of the terms and conditions of the Depositary Shares Underwriting Agreement is qualified in its entirety by reference to the Depositary Shares Underwriting Agreement, which is incorporated herein by reference and attached hereto as Exhibit 1.2.

The Common Stock Underwriters and the Depositary Shares Underwriters, along with each of their affiliates, are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. In the ordinary course of their respective businesses, certain of the Common Stock Underwriters and the Depositary Shares Underwriters and/or their respective affiliates have engaged, and may in the future engage, in commercial banking, investment banking, trust or investment management transactions with CenterPoint Energy and its affiliates for which they have received, and will in the future receive, customary compensation.

Item 3.03 Material Modification to Rights of Security Holders.

On September 26, 2018, CenterPoint Energy filed a statement of resolution (the "Statement of Resolution") with the Secretary of State of the State of Texas to establish the designation, powers, preferences, rights, qualifications, limitations and restrictions of its Series B Preferred Stock, with a liquidation preference of $1,000 per share. The Statement of Resolution became effective on October 1, 2018.

Dividends on the Series B Preferred Stock will be payable on a cumulative basis when, as and if declared by CenterPoint Energy's board of directors, or an authorized committee thereof, at an annual rate of 7.00% on the liquidation preference of $1,000 per share. CenterPoint Energy may pay declared dividends in cash or, subject to certain limitations, in shares of Common Stock, or in any combination of cash and shares of Common Stock on March 1, June 1, September 1 and December 1 of each year, commencing on December 1, 2018 and ending on, and including, September 1, 2021.

Unless previously converted or redeemed, each share of Series B Preferred Stock will convert automatically on the mandatory conversion date, which is expected to be September 1, 2021, into between 30.5820 and 36.6980 shares of Common Stock, subject to certain anti-dilution adjustments. The number of shares of Common Stock issuable upon conversion will be determined based on the average volume weighted average price per share of Common Stock over the 20 trading day period beginning on, and including, the 21st scheduled trading day prior to September 1, 2021. The Series B Preferred Stock may be converted into Common Stock prior to the mandatory conversion date at the option of the holders thereof. If the proposed Vectren Merger (as defined in the Statement of Resolution) has not closed at or prior to 5:00 p.m., New York City time, on April 21, 2019 or if an acquisition termination event (as defined in the Statement of Resolution) occurs, CenterPoint Energy may, at its option, give notice of redemption in connection with such acquisition termination event to the holders of the Series B Preferred Stock.

The Series B Preferred Stock will, with respect to anticipated dividends and distributions upon the liquidation, dissolution or winding up of CenterPoint Energy's affairs, rank: senior to Common Stock and to each other class or series of its capital stock established after the original issue date of the Series B Preferred Stock that is expressly made subordinated to the Series B Preferred Stock as to the payment of dividends or amounts payable on a liquidation, dissolution or winding up of CenterPoint Energy's affairs; on a parity with CenterPoint Energy's Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock and any other class or series of its capital stock established after the original issue date of the Series B Preferred Stock that is not expressly made senior or subordinated to the Series B Preferred Stock as to the payment of dividends and amounts payable on a liquidation, dissolution or winding up of CenterPoint Energy's affairs; and junior to any class or series of its capital stock established after the original issue date of the Series B Preferred Stock that is expressly made senior to the Series B Preferred Stock as to the payment of dividends or amounts payable on a liquidation, dissolution or winding up of CenterPoint Energy's affairs.

Except as required by the Texas Business Organizations Code or as described in the Statement of Resolution, the Series B Preferred Stock will not have voting rights.

Subject to certain exceptions, unless full cumulative dividends have been or contemporaneously are being paid on all outstanding shares of Series B Preferred Stock and any parity stock through the most recently completed respective dividend periods, CenterPoint Energy (1) will not declare, or pay, or set aside for payment, dividends on any junior stock (which includes the Common Stock) and (2) may not redeem, repurchase or otherwise acquire shares of Common Stock or any other junior stock.

Whenever dividends on shares of Series B Preferred Stock have not been declared and paid for six or more quarterly dividend periods, whether or not consecutive, the holders of such shares of Series B Preferred Stock, voting together as a single class with holders of any and all other series of voting preferred stock then outstanding, will be entitled to elect a total of two additional members of CenterPoint Energy's board of directors, subject to certain limitations. This right shall terminate when all accumulated dividends have been paid in full and the authorized number of directors shall automatically decrease by two, subject to the revesting of that right in the event of each subsequent nonpayment.

In the event of any liquidation, dissolution or winding up of CenterPoint Energy's affairs, whether voluntary or involuntary, the holders of the Series B Preferred Stock will be entitled to receive out of CenterPoint Energy's assets available for distribution to shareholders, after satisfaction of liabilities to creditors, if any, and subject to the rights of holders of senior stock and parity stock in respect of distributions upon liquidation, dissolution or winding up of CenterPoint Energy, and before any distribution of assets is made to holders of junior stock, a liquidation preference of $1,000 per share, plus accumulated and unpaid dividends. If, upon any liquidation, dissolution or winding up of CenterPoint Energy's affairs, whether voluntary or involuntary, the amounts payable with respect to the liquidation preference or an amount equal to accumulated and unpaid dividends of the Series B Preferred Stock and all parity stock, as the case may be, are not paid in full, the holders of the Series B Preferred Stock and any parity stock will share equally and ratably in any distribution of CenterPoint Energy's assets in proportion to the respective liquidation preferences or amounts equal to accumulated and unpaid dividends, as applicable, to which they are entitled.

The foregoing description of the terms of the Series B Preferred Stock is not complete and is qualified in its entirety by reference to the Statement of Resolution, a copy of which is filed as Exhibit 3.1 hereto, and is incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

To the extent required by Item 5.03 of Form 8-K, the information regarding the Statement of Resolution contained in Item 3.03 of this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

The exhibits listed below are filed herewith.

The Common Stock Underwriting Agreement and Depositary Shares Underwriting Agreement are included as exhibits only to provide information to investors regarding its terms. Each of the Common Stock Underwriting Agreement and Depositary Shares Underwriting Agreement contains 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, as such, neither the Common Stock Underwriting Agreement nor the Depositary Shares Underwriting Agreement should be relied upon as constituting or providing any factual disclosures about CenterPoint Energy, any other persons, any state of affairs or other matters.

(d) Exhibits.

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
1.1	Underwriting Agreement relating to the Common Stock Offering dated September 25, 2018, among CenterPoint Energy, Inc. and the several Underwriters named in Schedule I thereto.
1.2	Underwriting Agreement relating to the Depositary Shares Offering dated September 25, 2018, among CenterPoint Energy, Inc. and the several Underwriters named in Schedule I thereto.
3.1	Statement of Resolution Establishing Series of Shares designated 7.00% Series B Mandatory Convertible Preferred Stock of CenterPoint Energy, Inc., filed with the Secretary of State of the State of Texas effective October 1, 2018.
4.1	Form of Certificate representing the Series B Preferred Stock (included as Exhibit A to Exhibit 3.1).
4.2	Deposit Agreement, dated as of October 1, 2018, among CenterPoint Energy, Inc. and Broadridge Corporate Issuer Solutions, Inc., as depositary, and the holders from time to time of the depositary receipts described therein.
4.3	Form of Depositary Receipt for the Depositary Shares (included as Exhibit A to Exhibit 4.2).
5.1	Opinion of Baker Botts L.L.P. regarding the legality of the shares of Common Stock.
5.2	Opinion of Baker Botts L.L.P. regarding the legality of the Depositary Shares.
8.1	Opinion of Baker Botts L.L.P. relating to tax matters for the Depositary Shares Offering.
23.1	Consent of Baker Botts L.L.P. (included in Exhibit 5.1 hereto).
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 5.2 hereto).
23.3	Consent of Baker Botts L.L.P. (included in Exhibit 8.1 hereto).

SIGNATURE

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

CENTERPOINT ENERGY, INC.

Date: October 1, 2018

By: /s/ Dana C. O'Brien
Dana C. O'Brien
Senior Vice President, General Counsel
and Assistant Corporate Secretary

Exhibit 1.1

CENTERPOINT ENERGY, INC.
60,550,459 Shares
Common Stock, Par Value $0.01 Per Share
Underwriting Agreement

September 25, 2018

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Wells Fargo Securities, LLC
375 Park Avenue
New York, New York 10152

as the Representatives of the several Underwriters

Ladies and Gentlemen:

CenterPoint Energy, Inc., a Texas corporation (the "**Company**"), confirms, subject to the terms and conditions stated herein, its agreement to issue and sell to the Underwriters named in Schedule I hereto (the "**Underwriters**") and the purchase by the Underwriters, acting severally and not jointly, of the respective number of shares (the "**Initial Securities**") of common stock, par value $0.01 per share (the "**Common Stock**"), of the Company set forth opposite their names in Schedule I hereto. The Company also hereby grants the several Underwriters, acting severally and not jointly, the option, pursuant to Section 2(b) hereof, to purchase all or part of 9,082,568 additional shares of Common Stock to cover over-allotments (such shares, the "**Option Securities**") if and to the extent that Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, as joint-book running managing underwriters and representatives of the several Underwriters (together, the "**Representatives**"), shall have determined to exercise, on behalf of the Underwriters, the right to purchase such Option Securities. The Initial Securities and the Option Securities are hereinafter collectively referred to as the "**Securities**."

The Company understands that the several Underwriters propose to offer the Securities for sale upon the terms and conditions contemplated by this Agreement and reflected in the documents in Schedule III (such documents herein called the "**Pricing Disclosure Package**").

The Company is concurrently publicly offering depositary shares (the "**Depositary Shares**"), each of which represents a 1/20th interest in a share of its mandatory convertible preferred stock, through the Representatives and any other underwriters pursuant to a separate underwriting agreement (the "**Depositary Shares Offering**"). The offering of the Securities is not contingent upon completion of the Depositary Shares Offering; the Depositary Shares Offering is not contingent upon the completion of the offering of the Securities; and the Depositary Shares are not being offered together with the Securities.

On April 21, 2018, the Company entered into an Agreement and Plan of Merger (the "**Merger Agreement**"), by and among the Company, Vectren Corporation, an Indiana corporation ("**Vectren**"), and Pacer Merger Sub, Inc., an Indiana corporation and wholly owned subsidiary of the Company ("**Merger Sub**"). Pursuant to the Merger Agreement, on and subject to the terms and conditions set forth therein, Merger Sub will merge with and into Vectren (the "**Merger**"), with Vectren continuing as the surviving corporation in the Merger and becoming a wholly owned subsidiary of the Company.

1. Representations and Warranties of the Company.

(a) The Company represents and warrants to, and agrees with, each of the Underwriters, on and as of the date hereof, the Closing Date (as defined in Section 2(c)) and each Option Time of Delivery (as defined in Section 2(b)) (if any) that:

(i) A joint registration statement on Form S-3 with respect to the Securities and other securities (File No. 333-215833), copies of which have been made available to the Underwriters, has been prepared and filed with the Securities and Exchange Commission (the "**Commission**") by the Company, together with CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp. Such registration statement, as amended through the date hereof (including by post-effective amendment No. 1 thereto), including a prospectus, has become effective under the Securities Act of 1933, as amended (the "**1933 Act**"), and no stop order suspending its effectiveness has been issued and no proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering has been initiated or, to the best knowledge of the Company, threatened by the Commission. The term "**Registration Statement**" means such registration statement, as amended through the date hereof (including by post-effective amendment No. 1 thereto), as deemed revised pursuant to Rule 430B(f)(1) under the 1933 Act on the date of such registration statement's effectiveness for purposes of Section 11 of the 1933 Act, as such section applies to the Company and the Underwriters for the Securities pursuant to Rule 430B(f)(2) under the 1933 Act (the "**Effective Date**"). The base prospectus included in the Registration Statement relating to the Securities and certain other issues of debt and equity securities (exclusive of any supplement filed pursuant to Rule 424 under the 1933 Act ("**Rule 424**")) is herein called the "**Basic Prospectus**." The Basic Prospectus as amended and supplemented by a preliminary prospectus supplement dated September 24, 2018 relating to the Securities immediately prior to the Applicable Time (as defined below) is hereinafter called the "**Preliminary Prospectus**." The Company proposes to

file together with the Basic Prospectus and pursuant to Rule 424 a prospectus supplement specifically relating to the Securities and reflecting the terms of the Securities represented thereby and plan of distribution arising from this Agreement (herein called the "**Pricing Supplement**") and has previously advised the Underwriters of all the information to be set forth therein. The term "**Prospectus**" means the Basic Prospectus together with the Pricing Supplement, as first filed with the Commission pursuant to Rule 424.

Any reference herein to the Basic Prospectus, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein, or deemed to be incorporated by reference therein, and filed under the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), on or before the date of such Basic Prospectus, Preliminary Prospectus or Prospectus, as applicable; any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Basic Prospectus, the Preliminary Prospectus or Prospectus shall be deemed to refer to and include, without limitation, the filing of any document under the 1934 Act deemed to be incorporated therein by reference after the date of such Basic Prospectus, Preliminary Prospectus or Prospectus.

For purposes of this Agreement, the "**Applicable Time**" is 11:28 p.m. (Houston Time) on the date of this Agreement;

(ii) The Registration Statement, each Permitted Free Writing Prospectus (as defined in Section 3(a)), the Preliminary Prospectus and the Prospectus conform, and any amendments or supplements thereto will conform, in all material respects to the requirements of the 1933 Act and the rules and regulations of the Commission thereunder; and (A) the Registration Statement will not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (B)(i) the Pricing Disclosure Package does not, as of the Applicable Time, (ii) the Prospectus and any amendment or supplement thereto will not, as of their dates, and (iii) the Prospectus, as it may be amended or supplemented pursuant to Section 4 hereof, as of the Closing Date (and, if any Option Securities are purchased, as of each Option Time of Delivery) will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to: (A) any statements or omissions made in reliance upon and in conformity with any information furnished in writing by, or through the Representatives on behalf of, any Underwriter for use therein, and (B) any Form T-1 Statement of Eligibility and Qualification included as an exhibit to the Registration Statement;

(iii) Each document filed, and to the extent such document has been amended, as amended, or to be filed pursuant to the 1934 Act and incorporated by reference, or deemed to be incorporated by reference in the Preliminary Prospectus or the Prospectus (including, without limitation, any document to be filed pursuant to the 1934 Act which will be incorporated by reference in the Prospectus) conformed or, when so filed, will conform in all material respects to the requirements of the 1934 Act and the applicable rules and regulations of the Commission thereunder, and none of such documents included, and to the extent such document has been amended, as amended or, when so filed, will include any untrue statement of a material fact or omitted or, when so filed, will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iv) Any Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus (such term having the meaning assigned to it by Rule 433 of the 1933 Act ("**Rule 433**")) does not include anything that conflicts with the information contained or incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus; and any such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus, when taken together with the information contained in the Registration Statement, any Preliminary Prospectus and the Prospectus, did not, when issued or filed pursuant to Rule 433, and does not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with any information furnished in writing by, or through the Representatives on behalf of, any Underwriter for use therein;

(v) (A) At the time of filing of the Registration Statement, (B) at the time of the most recent amendment to the Registration Statement for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus) and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the 1933 Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the 1933 Act, the Company was a "well-known seasoned issuer" (as defined in Rule 405 under the 1933 Act);

(vi) With respect to the Registration Statement, (A) the Registration Statement is an "automatic shelf registration statement" (as defined in Rule 405 under the 1933 Act), (B) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act objecting to the use of the automatic shelf registration statement and (C) the conditions for use of Form S-3 have been, and continue to be, satisfied by the Company;

(vii) At the determination date for purposes of the Securities within the meaning of Rule 164(h) under the 1933 Act, the Company was not an "ineligible issuer" as defined in Rule 405 under the 1933 Act;

(viii) The Company has been duly incorporated and is validly existing in good standing under the laws of the State of Texas, with corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus;

(ix) Each Significant Subsidiary (as defined in Regulation S-X under the 1933 Act) of the Company has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its formation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus; and each Significant Subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership or limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires

such qualification; all of the issued and outstanding ownership interests of each Significant Subsidiary of the Company have been duly authorized and validly issued in accordance with the organizational documents of such Significant Subsidiary; and the ownership interests of each Significant Subsidiary owned by the Company, directly or through subsidiaries, are owned free from liens, encumbrances and defects;

(x) This Agreement has been duly authorized, executed and delivered by the Company;

(xi) The Company's authorized equity capitalization is as set forth in the Pricing Disclosure Package and the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Pricing Disclosure Package and the Prospectus; and all of the outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable;

(xii) The Securities have been duly authorized by the Company and, when issued and delivered against payment therefor pursuant to this Agreement, the Securities will be validly issued, fully paid and nonassessable; the shareholders of the Company have no preemptive or similar statutory rights with respect to the Securities; and the Securities will conform in all material respects to the descriptions thereof in the Pricing Disclosure Package and the Prospectus;

(xiii) The issuance by the Company of the Securities, the compliance by the Company with all of the applicable provisions of this Agreement, and the consummation by the Company of the transactions contemplated herein, (a) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any subsidiary is a party or by which the Company or any subsidiary is bound or to which any of the property or assets of the Company or any subsidiary is subject, which conflict, breach, violation, or default would individually, or in the aggregate, have a material adverse effect on the financial condition, business, prospects or results of operations of the Company and its subsidiaries, taken as a whole ("**Material Adverse Effect**"); and (b) will not result in any violation of the provisions of the Restated Articles of Incorporation or the Third Amended and Restated By-laws or other organizational documents of the Company, the charter, by-laws or other organizational documents of any subsidiary of the Company or any existing statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company's or any of its or its subsidiaries' properties;

(xiv) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issuance of the Securities or the consummation by the Company of the other transactions contemplated by this Agreement, except such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or blue sky laws in connection with the issuance by the Company of the Securities and the purchase and distribution of the Securities by the Underwriters;

(xv) The Company and its subsidiaries possess certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect;

(xvi) Except as disclosed in the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**Environmental Laws**"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation which has a reasonable possibility of leading to such a claim;

(xvii) Except as disclosed in the Pricing Disclosure Package and the Prospectus, there are no pending actions, suits or proceedings against or affecting (i) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or (ii) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate would materially and adversely affect the ability of the Company to perform its obligations under this Agreement, or which are otherwise material in the context of the sale of the Securities; no such actions, suits or proceedings are threatened or, to the Company's knowledge, contemplated; and except as disclosed in the Pricing Disclosure Package and the Prospectus, nothing has come to the attention of the Company that would cause it to believe that there are any pending actions, suits or proceedings against or affecting Vectren or any of its subsidiaries or any of their respective properties that, if determined adversely to Vectren or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the financial condition, prospects, business or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse effect (such material adverse effect described in this clause, a "**Vectren Material Adverse Effect**");

(xviii) The financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and, except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and nothing has come to the attention of the Company that would cause it to believe that (i) the financial

statements of Vectren included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus do not present fairly, in all material respects, the financial position of Vectren and its consolidated subsidiaries as of the dates shown and the results of their operations and cash flows for the periods shown and (ii) except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have not been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. The historical pro forma financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus were, as of the date such pro forma financial statements were filed with the Commission, prepared in accordance with the applicable requirements of the 1933 Act. The assumptions used in preparing the pro forma financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus provided, as of the date such pro forma financial statements were filed with the Commission, a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein; the related pro forma adjustments give appropriate effect to those assumptions in all material respects; and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts in all material respects;

(xix) (A) Since the date of the latest audited financial statements of the Company incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole; and (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its equity interests (other than regular quarterly dividends on the Common Stock);

(B) Nothing has come to the attention of the Company that would cause it to believe that, since the date of the latest financial statements of Vectren incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been any material adverse change in the business, financial condition, prospects or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse change;

(xx) The Company maintains a system of internal accounting controls and maintains disclosure controls and procedures in conformity with the requirements of the 1934 Act and is otherwise in compliance in all material respects with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith;

(xxi) Deloitte & Touche LLP, who have certified certain financial statements of each of the Company and its subsidiaries and Vectren and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries and Vectren and its subsidiaries, as the case may be, within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the 1933 Act;

(xxii) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus under the caption "Use of Proceeds," will not be an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**");

(xxiii) The operations of the Company and its subsidiaries are and, since January 1, 2006, have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxiv) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC; and

(xxv) Nothing has come to the attention of the Company that would cause it to believe that all representations and warranties made by Vectren in the Merger Agreement are not true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" (as defined in the Merger Agreement) or similar limitation as set forth therein), except in each case where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect assuming the consummation of the transactions contemplated by the Merger Agreement.

2. Sale and Delivery.

(a) Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, the number of Initial Securities set forth in Schedule I opposite the name of such Underwriter (plus an additional amount of Initial Securities that such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof) at a price of $26.50 per share (the "**Purchase Price**").

(b) Subject to the terms and conditions herein set forth, the Company hereby grants an option to the Underwriters, severally and not jointly, to purchase all or part of an additional 9,082,568 Option Securities to cover over-allotments at the Purchase Price less an amount per share equal to any dividends or distributions declared, paid or payable by the Company in respect of the Initial Securities but not payable in respect of the Option Securities (the "**Option Purchase Price**"). The Underwriters may exercise the option to purchase Option Securities at any time in whole, or from time to time in part, by giving written notice (an "**Exercise Notice**") to the Company not later than 30 days after the date of the Pricing Supplement. Any such Exercise Notice shall specify the number of Option Securities to be purchased by the Underwriters and the date on which such Option Securities are to be purchased. Each purchase date of Option Securities must be at least one business day after the Exercise Notice is sent to the Company and may not be earlier than the Closing Date nor later than ten business days after the date of such Exercise Notice unless, in each case, otherwise agreed in writing by the Representatives and the Company. Following delivery of an Exercise Notice, on each day, if any, that Option Securities are to be purchased (each, an "**Option Time of Delivery**"), each Underwriter agrees, severally and not jointly, to purchase the number of Option Securities (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Option Securities to be purchased at such Option Time of Delivery as the number of Initial Securities set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Initial Securities.

(c) The Initial Securities to be purchased by each Underwriter hereunder will be represented by one or more registered global securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company ("**DTC**") or its designated custodian, unless the Representatives shall otherwise instruct. The Company will deliver the Initial Securities to Goldman Sachs & Co. LLC, acting on behalf of the Underwriters for the account of each Underwriter, against payment by or on behalf of such Underwriter of the amount therefor, as set forth above, by wire transfer of Federal (same day) funds to a commercial bank account located in the United States and designated in writing at least forty-eight hours prior to the Closing Date by the Company to Goldman Sachs & Co. LLC, by causing DTC to credit the Initial Securities to the account of Goldman Sachs & Co. LLC, at DTC. The Company will cause the global certificates representing the Securities to be made available to the Representatives, acting on behalf of the Underwriters, for checking at least twenty-four hours prior to the Closing Date at the office of DTC or its designated custodian (the "**Designated Office**"). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on October 1, 2018 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the "**Closing Date."**

(d) The documents to be delivered on the Closing Date by or on behalf of the parties hereto pursuant to Section 6 hereof, including the cross-receipt for the Securities and any additional certificates requested by the Underwriters pursuant to Section 6(h) hereof, will be delivered at such time and date at the offices of Baker Botts L.L.P., One Shell Plaza, 910 Louisiana, Houston, Texas 77002-4995 or such other location as the Representatives and the Company may agree in writing (the "**Closing Location**"), and the Securities will be delivered at the Designated Office, all on the Closing Date. A meeting will be held at the Closing Location at 1:00 p.m., New York City time or at such other time as the Representatives and the Company may agree in writing, on the New York Business Day next preceding the Closing Date, at which

meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 2, "**New York Business Day**" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

In addition, in the event that any or all of the Option Securities are purchased by the Underwriters, payment of the purchase price for, and delivery of certificates for, such Option Securities shall be made at the above-mentioned offices and in accordance with the terms set forth above, or at such other place as shall be agreed upon by the Representatives and the Company, on each Option Time of Delivery as specified in the notice from the Representatives to the Company.

3. Free Writing Prospectuses.

(a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the 1933 Act, other than a free writing prospectus, the use of which has been consented to by the Company and the Representatives; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the free writing prospectuses listed on Schedule IV hereto. Any such free writing prospectus consented to by the Representatives and the Company is herein called a "**Permitted Free Writing Prospectus**"; each Underwriter, severally and not jointly, represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the 1933 Act, other than a Permitted Free Writing Prospectus or a free writing prospectus that is not required to be filed by the Company pursuant to Rule 433.

(b) The Company agrees to prepare a term sheet specifying the terms of the Securities not contained in the Preliminary Prospectus, substantially in the form of Schedule II hereto and approved by the Representatives, and to file such pricing term sheet pursuant to Rule 433(d) within the time period prescribed by such Rule.

(c) The Company and the Representatives have complied and will comply with the requirements of Rule 433 applicable to any free writing prospectus, including timely Commission filing where required and legending.

(d) The Company agrees that if at any time following issuance of a Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus any event has occurred that results in such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus conflicting, or it becomes known that such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus conflicts with the information in the Registration Statement, the Preliminary Prospectus or the Prospectus, or the Pricing Disclosure Package including an untrue statement of a material fact or omitting to state any material fact necessary in order to make the statements therein, in light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will

prepare and furnish without charge to each Underwriter a free writing prospectus or other document, the use of which has been consented to by the Representatives, which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in the Pricing Disclosure Package made in reliance upon and in conformity with information furnished in writing to the Company by, or through the Representatives on behalf of, any Underwriter expressly for use therein.

4. Covenants and Agreements.

The Company covenants and agrees with each of the Underwriters:

(a) That the Company will furnish without charge to the Underwriters a copy of the Registration Statement, including all documents incorporated by reference therein and exhibits filed with the Registration Statement (other than exhibits which are incorporated by reference and have previously been so furnished), and, during the period mentioned in paragraph (c) below, as many written and electronic copies of the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus, any documents incorporated by reference therein at or after the date thereof (including documents from which information has been so incorporated) and any supplements and amendments thereto as each Underwriter may reasonably request;

(b) That the Company will cause the Preliminary Prospectus and the Prospectus to be filed pursuant to, and in compliance with, Rule 424(b) and will promptly advise the Underwriters (i) when any amendment to the Registration Statement shall have been filed; provided, that, with respect to documents filed pursuant to the 1934 Act and incorporated by reference into the Registration Statement, such notice shall only be required during such time as the Underwriters are required in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, counsel for the Underwriters, to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act), (ii) of any request by the Commission for any amendment of the Registration Statement, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (v) of the receipt by the Company of any notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act. So long as any Underwriter is required in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act), the Company will not file any amendment to the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus to which the Representatives or Hunton Andrews Kurth LLP shall have reasonably objected in writing and the Company shall furnish one copy of every such amendment or supplement to each of the Representatives and to Hunton Andrews Kurth LLP. If the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, the Company will take such steps to obtain the lifting of that order as promptly as practical. If the Company receives a notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act, the Company will promptly take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Securities by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement);

(c) That if, at any time when in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is required by law to be delivered by an Underwriter or a dealer, any event shall occur as a result of which it is necessary, in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, or counsel for the Company, to amend or supplement the Pricing Disclosure Package or the Prospectus or modify the information incorporated by reference therein in order to make the statements therein, in light of the circumstances existing when the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, not misleading, or if it shall be necessary in the reasonable opinion of any such counsel, to amend or supplement the Pricing Disclosure Package or the Prospectus or modify such information to comply with law, the Company will forthwith (i) prepare and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Underwriters will furnish to the Company) to whom Securities may have been sold by the Underwriters and to any other dealers upon reasonable request, either amendments or supplements to the Pricing Disclosure Package or the Prospectus or (ii) file with the Commission documents incorporated by reference in the Pricing Disclosure Package and Prospectus, which shall be so supplied to the Underwriters and such dealers, in either case so that the statements in the Pricing Disclosure Package or the Prospectus as so amended, supplemented or modified will not, in light of the circumstances when the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package and the Prospectus will comply with law;

(d) The Company will not for a period of 60 days following the date hereof, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, (i) offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the 1934 Act with respect to any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (other than the Securities), or publicly announce an intention to effect any such transaction, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of shares of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; provided, however, that the Company may (1) issue and sell the Securities, (2) issue and sell the Company's mandatory convertible preferred stock (the "**Mandatory Convertible Preferred Stock**") represented by the Depositary Shares in the Depositary Shares Offering, (3) issue shares of Common Stock resulting from the conversion of the Mandatory Convertible Preferred Stock and any shares of Common Stock permitted to be paid as a dividend on the

Mandatory Convertible Preferred Stock pursuant to its statement of resolution, (4) issue Common Stock or securities convertible into or exchangeable for Common Stock upon exercise of an option or warrant or conversion of a security outstanding on the date of the Prospectus, (5) issue Common Stock or securities convertible into or exchangeable for Common Stock in amounts permitted on the date hereof under the Company's employee or non-employee director stock option plans, benefit plans and long-term incentive plans and (6) issue Common Stock or securities convertible into or exchangeable for Common Stock under the CenterPoint Energy, Inc. Savings Plan and CenterPoint Energy, Inc. Investor's Choice Plan.

This Section 4(d) shall not during the foregoing 60 day period prohibit the Company from filing any (i) registration statements, including pre- or post-effective amendments to registration statements, with the Commission relating to any securities of the Company other than Common Stock or securities convertible into or exchangeable for Common Stock or (ii) registration statements, including pre- or post-effective amendments to registration statements, (A) relating to the issuance of Common Stock in amounts permitted on the date hereof pursuant to any employee or non-employee director stock option plans, benefit plans and long-term incentive plans of the Company, (B) relating to the issuance of Common Stock pursuant to the CenterPoint Energy, Inc. Savings Plan or the CenterPoint Energy, Inc. Investor's Choice Plan or (C) relating to Common Stock issuable upon conversion of convertible debt securities of the Company or its subsidiaries existing at the date hereof.

For the avoidance of doubt, nothing in this Section 4(d) shall during the foregoing 60 day period prohibit the Company from (i) issuing shares of its common stock, preferred or preference shares of the Company or depositary shares representing interests therein or debt securities in order to finance the Company's acquisition of Vectren or (ii) filing any registration statements, including pre- or post-effective amendments to registration statements, with the Commission in order to finance the Company's acquisition of Vectren;

(e) That the Company will endeavor to qualify, at its expense, the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Underwriters shall reasonably request and to pay all filing fees, reasonable expenses and legal fees in connection therewith and in connection with the determination of the eligibility for investment of the Securities; provided, that the Company shall not be required to qualify as a foreign corporation or a dealer in securities or to file any consents to service of process under the laws of any jurisdiction;

(f) That the Company will make generally available to its security holders and the holders of the Securities as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the Closing Date which shall satisfy the provisions of Section 11(a) of the 1933 Act and the rules and regulations of the Commission thereunder (including Rule 158 under the 1933 Act); and

(g) That the Company will use its commercially reasonable efforts to have the Securities approved for listing, upon official notice of issuance by the New York Stock Exchange ("**NYSE**") and the Chicago Stock Exchange ("**CHX**"), at or prior to the Closing Date or any Option Time of Delivery.

5. Expenses.

The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) all expenses in connection with the preparation, printing and filing of the Registration Statement as originally filed and of each amendment thereto; (ii) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the issue of the Securities and all other expenses in connection with the preparation, printing and filing of the Basic Prospectus, any Permitted Free Writing Prospectus, any other Issuer Free Writing Prospectus, the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus, and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (iii) all reasonable expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 4(e) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by rating services for rating the Securities; (v) the cost of preparing the Securities; (vi) costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Securities including, without limitation, any travel expenses of the Company's officers and employees; (vii) any fees and expenses in connection with listing the Securities on the NYSE and the CHX, as applicable; (viii) the fees and expenses of the transfer agent and registrar for the Securities and any agent of such transfer agent or registrar, as the case may be; (ix) the cost of preparing the certificates representing the Securities, if any; and (x) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 7 and 10 hereof, the Underwriters will pay all of their own costs and expenses, including any advertising expenses connected with any offers they may make and the fees, disbursements and expenses of counsel for the Underwriters.

6. Conditions of Underwriters' Obligations.

The obligations of the Underwriters to purchase and pay for the Initial Securities on the Closing Date shall be subject to the accuracy, at and (except as otherwise stated herein) as of the date hereof, at and as of the Applicable Time, and at and as of the Closing Date, of the representations and warranties made herein by the Company, to compliance at and as of the Closing Date by the Company with its covenants and agreements herein contained and the other provisions hereof to be satisfied at or prior to the Closing Date and to the following additional conditions:

(a) (i) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering shall be pending before or threatened by the Commission and no notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act shall have been received, (ii) the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for filing by the rules and regulations under the 1933 Act and in accordance herewith and each Permitted Free Writing Prospectus shall have been filed by the Company with the Commission within the applicable time periods prescribed for such filings by, and otherwise in compliance with Rule 433 to the extent so

required and (iii) the Underwriters shall have received on and as of the Closing Date, a certificate dated such date, signed by an executive officer (including, without limitation, the Treasurer) of the Company, to the foregoing effect (which certificate may be to the best of such officer's knowledge after reasonable investigation).

(b) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries (assuming, solely for the purposes of this clause (i) of Section 6(b), that Vectren is a subsidiary of the Company) taken as one enterprise which, in the reasonable judgment of the Representatives, is material and adverse and makes it impractical to proceed with completion of the offering or the sale of and payment for the Securities on the terms set forth herein; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined under the 1934 Act), or any public announcement that any such organization has newly placed under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any material suspension or material limitation of trading in securities generally on the New York Stock Exchange, the NASDAQ, or on the over-the-counter market or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (iv) any general moratorium on commercial banking activities declared by U.S. Federal or New York State authorities; (v) any major disruption of settlements of securities or clearance services in the United States or (vi) any act of terrorism in the United States, any attack on, outbreak or escalation of hostilities involving the United States, any declaration of war by Congress or any other national or international calamity or crisis if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or crisis on the financial markets makes it impractical to proceed with completion of the offering or sale of and payment for the Securities on the terms set forth herein.

(c) Hunton Andrews Kurth LLP, counsel for the Underwriters, shall have furnished to you such opinion or opinions, dated the Closing Date, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) Dana C. O'Brien, Esq., Senior Vice President, General Counsel and Assistant Corporate Secretary of the Company, or Monica Karuturi, Esq., Vice President and Associate General Counsel of the Company, shall have furnished to you her written opinion, dated the Closing Date, in form and substance satisfactory to you, to the effect that:

(i) The Company has been duly incorporated and is validly existing in good standing under the laws of the State of Texas and has corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect;

(ii) Each Significant Subsidiary of the Company has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its formation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus; and each Significant Subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership or limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; all of the issued and outstanding ownership interests of each Significant Subsidiary of the Company have been duly authorized and validly issued in accordance with the organizational documents of such Significant Subsidiary; and the ownership interests of each Significant Subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects;

(iii) The Company's authorized equity capitalization is as set forth in the Pricing Disclosure Package and the Prospectus and the capital stock of the Company conforms, as to legal matters, in all material respects to the description thereof contained in the Pricing Disclosure Package and the Prospectus; and the outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and nonassessable;

(iv) No consent, approval, authorization or other order of, or registration with, any governmental regulatory body (other than such as may be required under applicable state securities laws, as to which such counsel need not express an opinion) is required for the issuance and sale of the Securities being delivered at the Closing Date or for the consummation by the Company of the transactions contemplated by this Agreement;

(v) To such counsel's knowledge and other than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending or threatened to which the Company is subject, which, individually or in the aggregate, have a reasonable possibility of having a Material Adverse Effect;

(vi) The execution, delivery and performance by the Company of this Agreement and the issuance and sale of the Securities, will not result in the breach or violation of, or constitute a default under, (a) the Restated Articles of Incorporation, the Third Amended and Restated By-laws or other organizational documents of the Company, each as amended to date, (b) any indenture, mortgage, deed of trust or other agreement or instrument for borrowed money to which the Company is a party or by which it is bound or to which its property is subject or (c) any law, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, in any manner which, in the case of clause (b), individually or in the aggregate, would have a Material Adverse Effect;

(vii) The description of statutes and regulations set forth in Part I of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 under the captions "Our Business—Regulation" and "Our Business—Environmental Matters," and those described elsewhere in the Pricing Disclosure Package and the Prospectus, fairly describe in all material respects the portions of the statutes and regulations addressed thereby; and

(viii) Such counsel does not know of any contracts or documents of a character required to be described in the Registration Statement, Pricing Disclosure Package or Prospectus or to be filed as exhibits to the Registration Statement which are not so described or filed.

(e) Baker Botts L.L.P., counsel for the Company, shall have furnished to you their written opinion, dated the Closing Date, in form and substance satisfactory to you, to the effect that:

(i) The statements set forth in the Basic Prospectus under the caption "Description of Our Capital Stock" accurately summarize in all material respects the provisions of the Company's Restated Articles of Incorporation, the Third Amended and Restated By-laws, applicable laws of the State of Texas, and the Securities conform, as to legal matters, in all material respects to the descriptions thereof contained in the Pricing Disclosure Package and the Prospectus under the caption "Description of Our Capital Stock";

(ii) The Securities have been duly and validly authorized by all necessary corporate action on the part of the Company and, when issued and delivered against payment therefor pursuant to the terms of this Agreement, the Securities will be duly and validly issued, fully paid and nonassessable; and the issuance of the Securities will not be subject to any preemptive or similar rights under the Restated Articles of Incorporation or the Third Amended and Restated By-laws of the Company, each as amended to date, or the Texas Business Organizations Code to subscribe for shares of Common Stock;

(iii) The Registration Statement has become effective under the 1933 Act, and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering have been instituted and are pending by the Commission under the 1933 Act;

(iv) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action on the part of the Company, and this Agreement has been duly executed and delivered by the Company;

(v) The Company is not and, immediately after giving effect to the offering and sale of the Securities and the application of the proceeds therefrom as described in the Pricing Disclosure Package and Prospectus, will not be required to register as an "investment company" as defined in the Investment Company Act; and

(vi) Although the discussion set forth in the Prospectus under the heading "Material U.S. Federal Income Tax Consequences" does not purport to discuss all possible United States Federal tax consequences of the purchase, ownership, and disposition of the Securities, in such counsel's opinion, such discussion constitutes, in all material respects, a fair and accurate summary of the United States Federal income tax consequences of the ownership of the Securities and the disposition of the Securities by the holders addressed therein, based upon current law and subject to the qualifications set forth therein.

In addition, the opinion shall contain a section or paragraph substantially to the following effect:

Such counsel has reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and has participated in conferences with officers and other representatives of the Company, with representatives of the Company's independent registered public accounting firm and with the Underwriters and their counsel, at which the contents of the Registration Statement, the Pricing Disclosure Package, the Prospectus and related matters were discussed. The purpose of their professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, the Pricing Disclosure Package or the Prospectus, and they have not undertaken to verify independently any of the factual matters in such documents. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, the Pricing Disclosure Package and the Prospectus involve matters of a non-legal nature. Accordingly, they are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or included in, the Registration Statement, the Pricing Disclosure Package and the Prospectus (except to the extent stated in subparagraphs (i) and (vi) above). Subject to the foregoing and on the basis of the information they gained in the course of performing the services referred to above, they advise the Underwriters that:

(a) the Registration Statement, as of the Effective Time, the Preliminary Prospectus, as of the Applicable Time, the Pricing Term Sheet attached as Schedule II to this Agreement, as of its date, and the Prospectus, as of its date and the Closing Date, appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and each document incorporated by reference in the Registration Statement, as of the Effective Time, and the Prospectus, as of its date and the Closing Date, as originally filed pursuant to the 1934 Act, appears on its face to be appropriately responsive in all material respects to the requirements of the 1934 Act and the rules and regulations of the Commission thereunder; and

(b) nothing came to their attention that caused them to believe that:

(1) the Registration Statement, as of the Effective Time, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

(2) the Pricing Disclosure Package, as of the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(3) the Prospectus, as of its date, or as of the Closing Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that in each case they have not been asked to, and do not, express any belief with respect to (a) the financial statements and schedules or other financial, accounting or statistical information contained or included or incorporated by reference therein or omitted therefrom, (b) representations and warranties and other statements of fact contained in the exhibits to the Registration Statement or to documents incorporated by reference therein or (c) that part of the Registration Statement that constitutes the Form T-1.

(f) At the time of execution of this Agreement, Deloitte & Touche LLP shall have furnished to you:

(i) a letter dated the date of such execution, substantially in the form heretofore supplied and deemed satisfactory to you with respect to the audited and unaudited consolidated financial statements and certain financial information of the Company included or incorporated by reference into the Registration Statement; and

(ii) a letter dated the date of such execution, substantially in the form heretofore supplied and deemed satisfactory to you with respect to the audited and unaudited consolidated financial statements and certain financial information of Vectren included or incorporated by reference into the Registration Statement

(g) At the Closing Date, Deloitte & Touche LLP shall have furnished you letters, dated the Closing Date, to the effect that such accountants reaffirm, as of such date and as though made on such date, the statements made in the letters furnished by such accountants pursuant to paragraph (f) of this Section 6, except that the specified date referred to in such letters will be a date not more than three business days prior to the Closing Date.

(h) The Company shall have furnished or caused to be furnished to you at the Closing Date, certificates of the President or any Vice President and a principal financial or accounting officer of the Company in which such officers, (i) to the best of their knowledge after reasonable investigation, shall state that (A) the representations and warranties of the Company in this Agreement are true and correct, (B) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and (C) subsequent to the date of the most recent financial statements in the Pricing Disclosure Package and the Prospectus, there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole except as set forth in or contemplated by the Pricing Disclosure Package and the Prospectus, (ii) nothing has come to the attention of the Company that would cause it to believe that subsequent to the date of the most recent financial statements in the Pricing Disclosure Package and the Prospectus, there has been any Vectren Material Adverse Effect except as set forth in or contemplated by the Pricing Disclosure Package and the Prospectus and (iii) as to such other matters as you may reasonably request.

(i) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would as of the Closing Date, prevent the issuance or the sale of the Securities; and no injunction, restraining order or order of any other nature by any court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities.

(j) The Securities shall be eligible for clearance and settlement through DTC.

(k) The Company shall have caused the Securities to be approved for listing on the NYSE and the CHX, subject only to official notice of issuance.

(l) The “lock-up” agreements, each substantially in the form of Exhibit A hereto, between Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC and the officers and directors of the Company listed on Exhibit B hereto relating to sales and certain other dispositions of shares of Common Stock or certain other securities of the Company, delivered to the Representatives on or before the date hereof, shall be in full force and effect at the Closing Date and any subsequent Option Time of Delivery, as applicable.

(m) In the event that the Underwriters exercise their option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company or any subsidiary of the Company hereunder shall be true and correct as of each Option Time of Delivery and, at the relevant Option Time of Delivery, the Representatives, on behalf of the Underwriters, shall have received:

(i) A certificate, dated as of such Option Time of Delivery, of the President or a Vice President of the Company and a principal financial or accounting officer of the Company confirming that the certificate delivered at the Closing Date pursuant to Section 6(h) hereof remains true and correct as of such Option Time of Delivery;

(ii) The written opinion of Baker Botts L.L.P., counsel for the Company, in form and substance satisfactory to you, dated as of such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(e) hereof;

(iii) The written opinion of Dana C. O’Brien, Esq., Senior Vice President, General Counsel and Assistant Corporate Secretary of the Company, or Monica Karuturi, Esq., Vice President and Associate General Counsel of the Company, in form and substance satisfactory to you, dated as of such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(d) hereof;

(iv) The written opinion of Hunton Andrews Kurth LLP, counsel for the Underwriters, dated such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(c) hereof; and

(v) Letters from Deloitte & Touche LLP, in form and substance satisfactory to you and dated such Option Time of Delivery, substantially in the same form and substance as the letters furnished to you pursuant to Section 6(g) hereof, except that the “specified date” in the letters furnished pursuant to this paragraph shall be a date not more than three days prior to such Option Time of Delivery.

7. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, the directors and officers of each Underwriter and each person, if any, who controls each Underwriter within the meaning of the 1933 Act or the 1934 Act, against any losses, claims,

damages, liabilities or expenses (including the reasonable cost of investigating and defending against any claims therefor and counsel fees incurred in connection therewith as such expenses are incurred), joint or several, which may be based upon either the 1933 Act, or the 1934 Act, or any other statute or at common law, on the ground or alleged ground that the Registration Statement, any preliminary prospectus, the Basic Prospectus, the Preliminary Prospectus, any Permitted Free Writing Prospectus, the Prospectus or any other Issuer Free Writing Prospectus (or any such document, as from time to time amended, or deemed to be amended, supplemented or modified) includes or allegedly includes an untrue statement of material fact or omits or allegedly omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, unless such statement or omission was made in reliance upon, and in conformity with, written information furnished to the Company by, or through the Representatives on behalf of, any Underwriter specifically for use in the preparation thereof, it being understood and agreed that the only such information consists of the information described as such in subsection (b) below; provided that in no case is the Company to be liable with respect to any claims made against any Underwriter, or any such affiliate, director, officer or controlling person unless such Underwriter or such affiliate, director, officer or controlling person shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Underwriter or such affiliate, director, officer or controlling person, but failure to notify the Company of any such claim (i) shall not relieve the Company from liability under this paragraph unless and to the extent the Company did not otherwise learn of such claim and such failure results in the forfeiture by the Company of substantial rights and defenses and (ii) shall not relieve the Company from any liability which it may have to such Underwriter or such affiliate, director, officer or controlling person otherwise than on account of the indemnity agreement contained in this paragraph.

The Company will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if the Company elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Underwriters. In the event that the Company elects to assume the defense of any such suit and retains such counsel, the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers, controlling person or persons, defendant or defendants in the suit, may retain additional counsel but shall bear the fees and expenses of such counsel unless (i) the Company shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons and the Underwriter or Underwriters or affiliate or affiliates director or directors, officer or officers or controlling person or persons and the Company have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Company, in which case the Company shall not be entitled to assume the defense of such suit on behalf of such Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons, notwithstanding their obligation to bear the reasonable fees and expenses of such counsel, it being understood, however, that the Company shall not, in connection with any one such suit or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (and not more than one

local counsel) at any time for all such Underwriter or Underwriters or affiliate or affiliates director or directors, officer or officers or controlling person or persons, which firm shall be designated in writing by the Representatives. The Company shall not be liable to indemnify any person for any settlement of any such claim effected without the Company's prior written consent, which consent shall not be unreasonably withheld. The Company shall not, without the prior written consent of the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any Underwriter or affiliate, director, officer or controlling person is or could have been a party and indemnity was or could have been sought hereunder by such Underwriter or affiliate, director, officer or controlling person, unless such settlement, compromise or consent (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Underwriter or affiliate, director, officer or controlling person. This indemnity agreement will be in addition to any liability which the Company might otherwise have.

(b) Each Underwriter agrees severally and not jointly to indemnify and hold harmless the Company, each of the Company's directors, each of the Company's officers who have signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act, against any losses, claims, damages, liabilities or expenses (including the reasonable cost of investigating and defending against any claims therefor and counsel fees incurred in connection therewith as such expenses are incurred), joint or several, which may be based upon the 1933 Act, or any other statute or at common law, on the ground or alleged ground that the Registration Statement, any preliminary prospectus, the Basic Prospectus, the Preliminary Prospectus, any Permitted Free Writing Prospectus, the Prospectus or any other Issuer Free Writing Prospectus (or any such document, as from time to time amended, or deemed to be amended, supplemented or modified) includes or allegedly includes an untrue statement of a material fact or omits or allegedly omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only insofar as any such statement or omission was made in reliance upon, and in conformity with, written information furnished to the Company by, or through the Representatives on behalf of, such Underwriter specifically for use in the preparation thereof, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Preliminary Prospectus and the Prospectus: the information in the fifth paragraph, the ninth paragraph, the tenth paragraph and the eleventh paragraph under the heading "Underwriting"; provided that in no case is such Underwriter to be liable with respect to any claims made against the Company or any such director, officer or controlling person unless the Company or any such director, officer or controlling person shall have notified such Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Company or any such director, officer or controlling person, but failure to notify such Underwriter of any such claim (i) shall not relieve such Underwriter from liability under this paragraph unless and to the extent such Underwriter did not otherwise learn of such action and such failure results in the forfeiture by such Underwriter of substantial rights and defenses and (ii) shall not relieve such Underwriter from any liability which it may have to the Company or any such director, officer or controlling person otherwise than on account of the indemnity agreement contained in this paragraph. Such

Underwriter will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if such Underwriter elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Company. In the event that such Underwriter elects to assume the defense of any such suit and retain such counsel, the Company or such director, officer or controlling person, defendant or defendants in the suit, may retain additional counsel but shall bear the fees and expenses of such counsel unless (i) such Underwriter shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Company or any such director, officer or controlling person and such Underwriter and the Company or such director, officer or controlling person have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to such Underwriter, in which case such Underwriter shall not be entitled to assume the defense of such suit on behalf of the Company or such director, officer or controlling person, notwithstanding its obligation to bear the reasonable fees and expenses of such counsel, it being understood, however, that such Underwriter shall not, in connection with any one such suit or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (and not more than one local counsel) at any time for all of the Company and any such director, officer or controlling person, which firm shall be designated in writing by the Company. Such Underwriter shall not be liable to indemnify any person for any settlement of any such claim effected without such Underwriter's prior written consent which consent shall not be unreasonably withheld. No Underwriter shall, without the prior written consent of the Company or any such director, officer or controlling person, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which the Company or any such director, officer or controlling person is or could have been a party and indemnity was or could have been sought hereunder by the Company or director, officer or controlling person, unless such settlement, compromise or consent (x) includes an unconditional release of the Company or director, officer or controlling person from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of the Company or any such director, officer or controlling person. This indemnity agreement will be in addition to any liability which such Underwriter might otherwise have.

(c) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by

the Company bear to the total discounts and commissions received by the Underwriters from the Company under this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (c). Notwithstanding the provisions of this subsection (c), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it were resold exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (c) to contribute are several in proportion to their respective purchase obligations and not joint.

8. Substitution of Underwriters.

If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder and the number of such Securities which such defaulting Underwriter agreed but failed to purchase does not exceed 10% of the total number of Securities to be then purchased, the non-defaulting Underwriters may make arrangements satisfactory to the Company for the purchase of such Securities by other persons, including any of the non-defaulting Underwriters, but if no such arrangements are made by the Closing Date, or any subsequent Option Time of Delivery for Option Securities, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Securities that such defaulting Underwriter agreed but failed to purchase. If any Underwriter or Underwriters shall so default and the number of Securities with respect to which such default or defaults occur exceeds 10% of the total number of Securities to be then purchased and arrangements satisfactory to the non-defaulting Underwriters and the Company for the purchase of such Securities by other persons are not made within 36 hours after such default, this Agreement will terminate (provided that if such default occurs with respect to Option Securities after the Closing Date, this Agreement will not terminate as to the Initial Securities or any Option Securities purchased prior to such default).

If the non-defaulting Underwriter or Underwriters or substituted underwriter or underwriters are required hereby or agree to take up all or part of the Securities of the defaulting Underwriter as provided in this Section 8, (i) the Company shall have the right to postpone the Closing Date or any subsequent Option Time of Delivery for Option Securities, for a period of not more than five full business days, in order that the Company may effect whatever changes may thereby be made necessary in the Registration Statement, Pricing Disclosure Package or Prospectus or in any other documents or arrangements, and the Company agrees to promptly file any amendments to the Registration Statement or supplements to the Prospectus which may thereby be made necessary, and (ii) the respective number of Securities which the non-defaulting

Underwriters or substituted purchaser or purchasers shall thereafter be obligated to purchase shall be taken as the basis of their underwriting obligation for all purposes of this Agreement. Nothing herein contained shall relieve any defaulting Underwriter of its liability to the Company or the non-defaulting Underwriters for damages occasioned by its default hereunder. Any termination of this Agreement pursuant to this Section 8 shall be without liability on the part of the non-defaulting Underwriters or the Company, other than as provided in Sections 7 and 10.

9. Survival of Indemnities, Representations, Warranties, etc.

The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

10. Termination.

If this Agreement shall be terminated pursuant to Section 8 or if for any reason the purchase of the Securities by the Underwriters is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Company and the Underwriters pursuant to Section 7 shall remain in effect. If the purchase of the Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8, or the occurrence of any event specified in clause (iii), (iv), (v) or (vi) of Section 6(b), the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Securities.

11. Notices; Affiliates.

(a) In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and (i) if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Underwriters in care of Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, New York 10036, Attention: Investment Banking Division (Fax: (212) 507-8999); Goldman Sachs & Co. LLC at 200 West Street, New York, New York 10282, facsimile number (212) 902-3000, Attention: Registration Department; Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (Fax: (646) 291-1469); and Wells Fargo Securities, LLC, 375 Park Avenue, New York, NY 10152, Attention: Equity Syndicate Department (Fax: (212) 214-5918); and (ii) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the Company, 1111 Louisiana Avenue, Houston, Texas 77002, Attention: Monica Karuturi, Esq. (facsimile number: 713-207-0141). Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

12. Successors.

This Agreement shall inure to the benefit of and be binding upon the several Underwriters and the Company and their respective successors and the affiliates, directors, officers and controlling persons referred to in Section 7 of this Agreement. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person other than the persons mentioned in the preceding sentence any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions herein contained; this Agreement and all conditions and provisions hereof being intended to be, and being, for the sole and exclusive benefit of such persons and for the benefit of no other person; except that the representations, warranties, covenants, agreements and indemnities of the Company contained in this Agreement shall also be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of the 1933 Act or the 1934 Act, and the representations, warranties, covenants, agreements and indemnities of the several Underwriters shall also be for the benefit of each director of the Company, each person who has signed the Registration Statement and the person or persons, if any, who control the Company within the meaning of the 1933 Act.

13. Relationship.

The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

15. Waiver of Jury Trial.

Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

16. Patriot Act.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the names and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

17. Counterparts.

This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or any other rapid transmission device designed to produce a written record of the communication transmitted shall be as effective as delivery of a manually executed counterpart thereof.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed duplicate hereof and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

[Signature Pages Follow]

Very truly yours,

CENTERPOINT ENERGY, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial Officer

Accepted as of the date hereof:

MORGAN STANLEY & CO. LLC

By: /s/ James J. Watts
Name: James J. Watts
Title: Vice President

GOLDMAN SACHS & CO. LLC

By: /s/ Adam Greene
Name: Adam Greene
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Sandip Sen
Name: Sandip Sen
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Kevin Brillhart
Name: Kevin Brillhart
Title: Director

For Themselves and as Representatives of the Underwriters Listed on Schedule I

SCHEDULE I

	Number of Initial Securities to be Purchased
Morgan Stanley & Co. LLC	12,110,092
Goldman Sachs & Co. LLC	12,110,092
Citigroup Global Markets Inc.	4,238,532
Wells Fargo Securities, LLC	4,238,532
Barclays Capital Inc.	3,027,523
Credit Suisse Securities (USA) LLC	3,027,523
Deutsche Bank Securities Inc.	3,027,523
J.P. Morgan Securities LLC	3,027,523
Mizuho Securities USA LLC	3,027,523
MUFG Securities Americas Inc.	3,027,523
RBC Capital Markets, LLC	3,027,523
BTIG, LLC	968,807
PNC Capital Markets LLC	968,807
Regions Securities LLC	968,807
TD Securities (USA) LLC	968,807
The Williams Capital Group, L.P.	787,156
BNY Mellon Capital Markets, LLC	605,505
Comerica Securities, Inc.	605,505
Evercore Group L.L.C.	272,477
WR Securities, LLC	272,477
R. Seelaus & Co., Inc.	121,101
Samuel A. Ramirez & Company, Inc.	121,101
Total	**60,550,459**

SCHEDULE II
PRICING TERM SHEET

Pricing Term Sheet
dated as of September 25, 2018

Free Writing Prospectus
Filed pursuant to Rule 433
Relating to the
Preliminary Prospectus Supplements each dated September 24, 2018 to the
Prospectus dated September 24, 2018
Registration No. 333-215833

CenterPoint Energy, Inc.

Concurrent Offerings of
60,550,459 Shares of Common Stock, par value $0.01 per Share (the "Common Stock")
(the "Common Stock Offering")
and
17,000,000 Depositary Shares
Each Representing a 1/20th Interest in a Share of
7.00% Series B Mandatory Convertible Preferred Stock
(the "Depositary Shares Offering")

*The information in this pricing term sheet relates only to the Common Stock Offering and the Depositary Shares Offering and should be read together with (i) the preliminary prospectus supplement dated September 24, 2018 relating to the Common Stock Offering (the "**Common Stock Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein, (ii) the preliminary prospectus supplement dated September 24, 2018 relating to the Depositary Shares Offering (the "**Depositary Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein and (iii) the related base prospectus dated September 24, 2018, each filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended, Registration No. 333-215833. Neither the Common Stock Offering nor the Depositary Shares Offering is contingent on the successful completion of the other offering. Terms not defined in this pricing term sheet have the meanings given to such terms in the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as applicable. CenterPoint Energy, Inc. has increased the size of the Common Stock Offering to 60,550,459 shares of Common Stock (or 69,633,027 shares of Common Stock if the underwriters' over-allotment option is exercised in full) and the size of the Depositary Shares Offering to 17,000,000 Depositary Shares (or 19,550,000 Depositary Shares if the underwriters' over-allotment option is exercised in full), and conforming changes will be deemed to be made where applicable throughout the Common Stock Preliminary Prospectus Supplement and Depositary Shares Preliminary Prospectus Supplement to reflect such increases in the size of the offerings. All references to dollar amounts are references to U.S. dollars.*

Issuer:	CenterPoint Energy, Inc.
Ticker / Exchange for the Common Stock:	CNP / The New York Stock Exchange ("**NYSE**") and The Chicago Stock Exchange
Trade Date:	September 26, 2018.
Settlement Date:	October 1, 2018 (T + 3).

Use of Proceeds:	The Issuer estimates that the net proceeds to it from the Common Stock Offering, after deducting issuance costs and discounts for the Common Stock Offering, will be approximately $1,604 million (or approximately $1,844 million if the underwriters in the Common Stock Offering exercise their option to purchase additional shares of Common Stock to cover over-allotments, if any, in full) and that the net proceeds to it from the Depositary Shares Offering, after deducting issuance costs and discounts for the Depositary Shares Offering, will be approximately $826 million (or approximately $950 million if the underwriters in the Depositary Shares Offering exercise their option to purchase additional Depositary Shares to cover over-allotments, if any, in full). The Issuer intends to use the net proceeds from the Common Stock Offering, the Depositary Shares Offering, the Series A Preferred Stock Offering and the Merger Debt Financings, as well as cash on hand, to fund the Merger Consideration and to pay related fees and expenses. See “Use of Proceeds” in the Common Stock Preliminary Prospectus Supplement and the Depositary Shares Preliminary Prospectus Supplement.

Common Stock Offering

Common Stock Offered:	60,550,459 shares of Common Stock
Over-Allotment Option:	9,082,568 additional shares of Common Stock
NYSE Last Reported Sale Price of the Common Stock on September 25, 2018:	$27.65 per share

	Per Share of Common Stock	Total
Public Offering Price	$ 27.25	$1,650,000,007.75
Underwriting Discount	$ 0.75	$ 45,412,844.25
Proceeds, before expenses, to the Issuer	$ 26.50	$1,604,587,163.50

CUSIP / ISIN:	15189T107 / US15189T1079
Joint Book-Running Managers:	Morgan Stanley & Co. LLC Goldman Sachs & Co. LLC Citigroup Global Markets Inc. Wells Fargo Securities, LLC Barclays Capital Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc. J.P. Morgan Securities LLC
Senior Co-Managers	Mizuho Securities USA LLC MUFG Securities Americas Inc. RBC Capital Markets, LLC
Co-Managers:	BNY Mellon Capital Markets, LLC BTIG, LLC Comerica Securities, Inc. Evercore Group L.L.C. PNC Capital Markets LLC R. Seelaus & Co., Inc. Regions Securities LLC Samuel A. Ramirez & Company, Inc. TD Securities (USA) LLC The Williams Capital Group, L.P. WR Securities, LLC

Depositary Shares Offering

Depositary Shares Offered:	17,000,000 Depositary Shares, each of which represents a 1/20th interest in a share of the Issuer's 7.00% Series B Mandatory Convertible Preferred Stock (the "**Series B Preferred Stock**"). At settlement of the Depositary Shares Offering, the Issuer will issue 850,000 shares of Series B Preferred Stock, subject to the underwriters' option to purchase additional Depositary Shares to cover over-allotments, if any.
Over-Allotment Option:	2,550,000 additional Depositary Shares (corresponding to 127,500 additional shares of the Series B Preferred Stock).

	Per Depositary Share	Total
Public Offering Price	$ 50.00	$850,000,000
Underwriting Discount	$ 1.375	$ 23,375,000
Proceeds, before expenses, to the Issuer	$ 48.625	$826,625,000

Dividends:	7.00% of the liquidation preference of $1,000 per share of the Series B Preferred Stock per year. Dividends will accumulate from the Settlement Date and, to the extent that the Issuer is legally permitted to pay dividends and its board of directors, or an authorized committee thereof, declares a dividend payable with respect to the Series B Preferred Stock, the Issuer will pay such dividends in cash or, subject to certain limitations, by delivery of shares of Common Stock or through any combination of cash and shares of Common Stock, as determined by the Issuer in its sole discretion; *provided* that any unpaid dividends will continue to accumulate. The expected dividend payable on the first Dividend Payment Date (as defined below) is approximately $11.6667 per share of Series B Preferred Stock (equivalent to approximately $0.5833 per Depositary Share). Each subsequent dividend is expected to be $17.50 per share of Series B Preferred Stock (equivalent to $0.8750 per Depositary Share).
Dividend Record Dates:	The February 15, May 15, August 15 or November 15 immediately preceding the relevant Dividend Payment Date.
Dividend Payment Dates:	March 1, June 1, September 1 and December 1 of each year, commencing on December 1, 2018 and ending on, and including, September 1, 2021.
Acquisition Termination Redemption:	If the Vectren Merger has not closed at or prior to 5:00 p.m., New York City time, on April 21, 2019 or if an acquisition termination event (as defined in the Depositary Shares Preliminary Prospectus Supplement) occurs, the Issuer may, at its option, give notice of an acquisition termination redemption to the holders of the Series B Preferred Stock. If the Issuer provides such notice, then, on the acquisition termination redemption date (as defined in the Depositary Shares Preliminary Prospectus Supplement), the Issuer will be required to redeem the Series B Preferred Stock, in whole but not in part, at a redemption amount per share of the Series B Preferred Stock equal to the acquisition termination redemption amount (as defined in the Depositary Shares Preliminary Prospectus Supplement). The Issuer will pay the acquisition termination redemption amount in cash unless the acquisition termination share price (as defined in the

	Depositary Shares Preliminary Prospectus Supplement) is greater than the Initial Price (as defined below), in which case the Issuer will instead pay the acquisition termination redemption amount by delivering shares of Common Stock and cash; *provided*, that the Issuer may elect, subject to certain limitations, to pay cash or deliver shares of Common Stock in lieu of these amounts as described in the Depositary Shares Preliminary Prospectus Supplement. If the Issuer redeems shares of the Series B Preferred Stock held by the depositary, the depositary will redeem, on the same acquisition termination redemption date, the number of Depositary Shares representing the shares of Series B Preferred Stock so redeemed. See "Description of Our Series B Preferred Stock—Acquisition Termination Redemption" and "Description of Our Depositary Shares—Redemption" in the Depositary Shares Preliminary Prospectus Supplement.
Mandatory Conversion Date:	The second business day immediately following the last trading day of the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately preceding September 1, 2021. The Mandatory Conversion Date is expected to be September 1, 2021.
Initial Price:	$27.2494, which is equal to $1,000, *divided by* the Maximum Conversion Rate (as defined below), rounded to the nearest $0.0001.
Threshold Appreciation Price:	$32.6990, which represents an appreciation over the Initial Price of approximately 20.0% and is equal to $1,000, *divided by* the Minimum Conversion Rate (as defined below), rounded to the nearest $0.0001.
Floor Price:	$9.5373 (approximately 35% of the Initial Price).
Conversion Rate per Share of Series B Preferred Stock:	Upon conversion on the Mandatory Conversion Date, the conversion rate for each share of Series B Preferred Stock will not be more than 36.6980 shares of Common Stock and not less than 30.5820 shares of Common Stock (respectively, the "**Maximum Conversion Rate**" and the "**Minimum Conversion Rate**"), depending on the applicable market value (as defined in the Depositary Shares Preliminary Prospectus Supplement) of the Common Stock, as described below and subject to certain anti-dilution adjustments. Correspondingly, the conversion rate per Depositary Share will be not more than 1.8349 shares of Common Stock and not less than 1.5291 shares of Common Stock.

The following table illustrates the conversion rate per share of the Series B Preferred Stock, subject to certain anti-dilution adjustments described in the Depositary Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Stock:

Applicable Market Value of the Common Stock	Conversion Rate per Share of Series B Preferred Stock
Greater than the Threshold Appreciation Price	30.5820 shares of Common Stock
Equal to or less than the Threshold Appreciation Price but greater than or equal to the Initial Price	Between 30.5820 and 36.6980 shares of Common Stock, determined by *dividing* $1,000 by the applicable market value
Less than the Initial Price	36.6980 shares of Common Stock

The following table illustrates the conversion rate per Depositary Share, subject to certain anti-dilution adjustments described in the Depositary Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Stock:

	Applicable Market Value of the Common Stock	Conversion Rate per Depositary Share
	Greater than the Threshold Appreciation Price	1.5291 shares of Common Stock
	Equal to or less than the Threshold Appreciation Price but greater than or equal to the Initial Price	Between 1.5291 and 1.8349 shares of Common Stock, determined by *dividing* $50 by the applicable market value
	Less than the Initial Price	1.8349 shares of Common Stock

Optional Conversion: Other than during a fundamental change conversion period (as defined in the Depositary Shares Preliminary Prospectus Supplement), and unless the Issuer has redeemed the Series B Preferred Stock, a holder of Series B Preferred Stock may, at any time prior to September 1, 2021, elect to convert such holder's shares of Series B Preferred Stock, in whole or in part, at the Minimum Conversion Rate of 30.5820 shares of Common Stock per share of Series B Preferred Stock (equivalent to 1.5291 shares of Common Stock per Depositary Share), subject to certain anti-dilution and other adjustments, as described in the Depositary Shares Preliminary Prospectus Supplement. Because each Depositary Share represents a 1/20th fractional interest in a share of Series B Preferred Stock, a holder of Depositary Shares may only convert its Depositary Shares in lots of 20 Depositary Shares.

Fundamental Change:

If a fundamental change (as defined in the Depositary Shares Preliminary Prospectus Supplement) occurs on or prior to September 1, 2021, holders of the Series B Preferred Stock will have the right to convert their shares of Series B Preferred Stock, in whole or in part, into shares of Common Stock at the fundamental change conversion rate (as defined in the Depositary Shares Preliminary Prospectus Supplement) during the period beginning on, and including, the effective date (as defined in the Depositary Shares Preliminary Prospectus Supplement) of such fundamental change and ending on, and including, the date that is 20 calendar days after such effective date (or, if later, the date that is 20 calendar days after holders receive notice of such fundamental change, but in no event later than September 1, 2021). The holders who convert shares of the Series B Preferred Stock during that period will also receive a make-whole dividend amount (as defined in the Depositary Shares Preliminary Prospectus Supplement) comprised of a fundamental change dividend make-whole amount (as defined in the Depositary Shares Preliminary Prospectus Supplement) and to the extent there is any, the accumulated dividend amount (as defined in the Depositary Shares Preliminary Prospectus Supplement).

The following table sets forth the fundamental change conversion rate per share of Series B Preferred Stock based on the effective date of the fundamental change and the stock price (as defined in the Depositary Shares Preliminary Prospectus Supplement) in the fundamental change:

	Stock Price										
Effective Date	**$10.00**	**$20.00**	**$27.25**	**$28.00**	**$30.00**	**$32.70**	**$37.50**	**$45.00**	**$55.00**	**$70.00**	**$100.00**
October 1, 2018	26.4720	29.8600	29.7120	29.6200	29.3320	28.9420	28.4700	28.3480	28.6000	28.9660	29.3820
September 1, 2019	29.5840	32.0480	31.3260	31.1460	30.6100	29.9040	29.1060	29.0280	29.2400	29.4900	29.7720
September 1, 2020	33.0760	34.4220	33.2700	32.9540	31.9740	30.7620	29.7960	29.7680	29.8980	30.0280	30.1700
September 1, 2021	36.6980	36.6980	36.6980	35.7140	33.3340	30.5820	30.5820	30.5820	30.5820	30.5820	30.5820

The exact stock price and effective date may not be set forth on the table, in which case:

- if the stock price is between two stock prices on the table or the effective date is between two effective dates on the table, the fundamental change conversion rate per share of Series B Preferred Stock will be determined by straight-line interpolation between the fundamental change conversion rates per share of Series B Preferred Stock set forth for the higher and lower stock prices and the earlier and later effective dates, as applicable, based on a 365- or 366-day year, as applicable;
- if the stock price is in excess of $100.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per share of Series B Preferred Stock will be the Minimum Conversion Rate, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement; and
- if the stock price is less than $10.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per share of Series B Preferred Stock will be the Maximum Conversion Rate, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement.

The following table sets forth the fundamental change conversion rate per Depositary Share based on the effective date of the fundamental change and the stock price in the fundamental change:

	Stock Price										
Effective Date	**$10.00**	**$20.00**	**$27.25**	**$28.00**	**$30.00**	**$32.70**	**$37.50**	**$45.00**	**$55.00**	**$70.00**	**$100.00**
October 1, 2018	1.3236	1.4930	1.4856	1.4810	1.4666	1.4471	1.4235	1.4174	1.4300	1.4483	1.4691
September 1, 2019	1.4792	1.6024	1.5663	1.5573	1.5305	1.4952	1.4553	1.4514	1.4620	1.4745	1.4886
September 1, 2020	1.6538	1.7211	1.6635	1.6477	1.5987	1.5381	1.4898	1.4884	1.4949	1.5014	1.5085
September 1, 2021	1.8349	1.8349	1.8349	1.7857	1.6667	1.5291	1.5291	1.5291	1.5291	1.5291	1.5291

The exact stock price and effective date may not be set forth on the table, in which case:

- if the stock price is between two stock prices on the table or the effective date is between two effective dates on the table, the fundamental change conversion rate per Depositary Share will be determined by straight-line interpolation between the fundamental change conversion rates per Depositary Share set forth for the higher and lower stock prices and the earlier and later effective dates, as applicable, based on a 365- or 366-day year, as applicable;

	• if the stock price is in excess of $100.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Depositary Share will be the Minimum Conversion Rate, *divided by* 20, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement; and • if the stock price is less than $10.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Depositary Share will be the Maximum Conversion Rate, *divided by* 20, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement. Because each Depositary Share represents a 1/20th fractional interest in a share of Series B Preferred Stock, a holder of Depositary Shares may only convert its Depositary Shares upon the occurrence of a fundamental change in lots of 20 Depositary Shares.
Discount Rate for Purposes of Fundamental Change Dividend Make-Whole Amount:	The discount rate for purposes of determining the fundamental change dividend make-whole amount (as defined in the Depositary Shares Prospectus Supplement) is 4.08% per annum.
Listing:	The Issuer intends to apply to list the Depositary Shares on the NYSE under the symbol "CNPPRB."
CUSIP / ISIN for the Depositary Shares:	15189T503 / US15189T5039
CUSIP / ISIN for the Series B Preferred Stock:	15189T404 / US15189T4040
Joint Book-Running Managers:	Morgan Stanley & Co. LLC Goldman Sachs & Co. LLC Citigroup Global Markets Inc. Wells Fargo Securities, LLC Barclays Capital Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc. J.P. Morgan Securities LLC
Senior Co-Managers:	Mizuho Securities USA LLC MUFG Securities Americas Inc. RBC Capital Markets, LLC
Co-Managers:	BNY Mellon Capital Markets, LLC Comerica Securities, Inc. Evercore Group L.L.C. PNC Capital Markets LLC R. Seelaus & Co., Inc. Regions Securities LLC Samuel A. Ramirez & Company, Inc. TD Securities (USA) LLC U.S. Bancorp Investments, Inc. The Williams Capital Group, L.P. WR Securities, LLC

The Issuer has filed a registration statement (including a prospectus and related preliminary prospectus supplements for the offerings) with the U.S. Securities and Exchange Commission (the "SEC") for the offerings to which this communication relates. Before you invest, you should read the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, the accompanying prospectus in that registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Common Stock Offering and the Depositary Shares Offering. You may get these documents for free by visiting EDGAR on the SEC's website at http://www.sec.gov. Alternatively, copies may be obtained from (i) Morgan Stanley & Co. LLC, Attention: Prospectus Department, 180 Varick Street, Second Floor, New York, NY 10014, by calling (866) 718-1649 or by emailing prospectus@morganstanley.com, (ii) Goldman Sachs & Co. LLC, Attention: Prospectus Department, 200 West Street, New York, NY 10282, by telephone at 1-866-471-2526, or by emailing prospectus-ny@ny.email.gs.com, (iii) Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717, telephone: 1-800-831-9146, (iv) Wells Fargo Securities, LLC, 375 Park Avenue, New York, NY 10152, Attention: Equity Syndicate Department, or by telephone at 1-800-326-5897, or by email at cmclientsupport@wellsfargo.com, (v) Barclays Capital Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by telephone at 1-888-603-5847 or by email at barclaysprospectus@broadridge.com, (vi) Credit Suisse Securities (USA) LLC, Attention: Prospectus Department, One Madison Avenue, New York, NY 10010, telephone (800) 221-1037, or email: newyork.prospectus@credit-suisse.com, (vii) Deutsche Bank Securities Inc., Attention: Prospectus Group, 60 Wall Street, New York, NY 10005-2836, by telephone at (800) 503-4611 or by emailing prospectus.CPDG@db.com or (viii) J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 or by telephone at (866) 803-9204.

This communication should be read in conjunction with the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, and the accompanying prospectus. The information in this communication supersedes the information in the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, and the accompanying prospectus to the extent it is inconsistent with the information in such preliminary prospectus supplement or the accompanying prospectus.

SCHEDULE III

PRICING DISCLOSURE PACKAGE

1) Preliminary Prospectus dated September 24, 2018

2) Pricing Term Sheet attached as Schedule II hereto

SCHEDULE IV

PERMITTED FREE WRITING PROSPECTUSES

1) Pricing Term Sheet attached as Schedule II hereto

2) Electronic Roadshow dated the week of September 24, 2018

EXHIBIT A

FORM LOCK-UP AGREEMENT

[Letterhead of director or executive officer of the Company**]**

_____, 2018

Morgan Stanley & Co. LLC
Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
Wells Fargo Securities, LLC

As Representatives of the Underwriters

Ladies and Gentlemen:

This letter is being delivered to you in connection with a proposed Underwriting Agreement (the "Underwriting Agreement") between CenterPoint Energy, Inc., a Texas corporation (the "Company"), and each of you, as representatives of the several Underwriters named therein, whereby the Underwriters have agreed to purchase shares of Common Stock, par value $0.01 per share (the "Common Stock"), of the Company pursuant to the Underwriting Agreement. Capitalized terms used but not defined herein shall have the meanings given such terms in the Underwriting Agreement.

In order to induce you and the other Underwriters to purchase the Securities pursuant to the Underwriting Agreement, the undersigned will not, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, (i) offer, sell, contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the U.S. Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder with respect to, any shares of Common Stock of the Company or any securities convertible or exercisable or exchangeable for such Common Stock, or publicly announce an intention to effect any such transaction, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, for a period of 60 days after the date of the Underwriting Agreement, other than (a) transactions related to Common Stock or other securities convertible into or exchangeable for Common Stock of the Company acquired in open market transactions after the completion of the offering described in the immediately preceding paragraph; provided that no filing under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in

connection with such forfeiture, cancellation, withholding, surrender or delivery, other than a filing on Form 4, (b) transfers or dispositions of units in the fund holding the Company's Common Stock under the CenterPoint Energy, Inc. Savings Plan, (c) transfers or dispositions to the Company for the purpose of satisfying any tax withholding obligations of the Company pursuant to the Company's employee or non-employee director stock option plans, benefit plans or long-term incentive plans (d) transfers or dispositions of Common Stock as a bona fide gift if the transferee agrees to be bound by the foregoing restrictions; provided that no filing under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such forfeiture, cancellation, withholding, surrender or delivery, other than a filing on Form 4 (e) transactions under a plan established under Rule 10b5-1 under the Exchange Act, prior to the date hereof, provided that to the extent a public announcement or filing under the Exchange Act, if any, is required or voluntarily made, such filing or announcement shall include a statement that such transaction was made pursuant to a plan established under Rule 10b5-1 under the Exchange Act, or (f) transfers of shares of the Company's Common Stock, Mandatory Convertible Preferred Stock or any securities convertible or exercisable or exchangeable for such Mandatory Convertible Preferred Stock or Common Stock either during the undersigned's lifetime or on death (i) by will or intestacy, (ii) to a trust the beneficiaries of which are exclusively the undersigned and/or a member or members of his or her immediate family, or (iii) by operation of law pursuant to a domestic relations order in connection with a divorce settlement or other court order, provided that each such transferee shall sign and deliver to Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC a lock-up letter substantially in the form of this letter; provided, that, for purposes of this letter, "immediate family" means any relationship by blood, marriage, domestic partnership or adoption, no more remote than a first cousin.

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

By: _____
Name:
Title:

EXHIBIT B

Directors and executive officers of the Company

Scott M. Prochazka	President and Chief Executive Officer and Director
William D. Rogers	Executive Vice President and Chief Financial Officer
Tracy B. Bridge	Executive Vice President and President, Electric Division
Kristie L. Colvin	Senior Vice President and Chief Accounting Officer
Scott E. Doyle	Senior Vice President, Natural Gas Distribution
Joseph J. Vortherms	Senior Vice President, Energy Services
Dana C. O'Brien	Senior Vice President and General Counsel
Sue B. Ortenstone	Senior Vice President and Chief Human Resources Officer
Leslie D. Biddle	Director
Milton Carroll	Director, Executive Chairman
Scott J. McLean	Director
Martin H. Nesbitt	Director
Theodore F. Pound	Director
Susan O. Rheney	Director
Phillip R. Smith	Director
John W. Somerhalder II	Director
Peter S. Wareing	Director

Exhibit 1.2

CENTERPOINT ENERGY, INC.
17,000,000 Depositary Shares
Each Representing a 1/20th Interest in a
Share of 7.00% Series B Mandatory Convertible Preferred Stock,
Liquidation Preference $1,000 per Share
Underwriting Agreement

September 25, 2018

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Wells Fargo Securities, LLC
375 Park Avenue
New York, New York 10152

as the Representatives of the several Underwriters

Ladies and Gentlemen:

CenterPoint Energy, Inc., a Texas corporation (the "**Company**"), confirms, subject to the terms and conditions stated herein, its agreement to issue and sell to the Underwriters named in Schedule I hereto (the "**Underwriters**"), and the purchase by the Underwriters, acting severally and not jointly, of the respective numbers of depositary shares, each representing a 1/20th interest in a share of the Company's 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share, with a liquidation preference of $1,000 per share (such preferred stock, the "**Mandatory Convertible Preferred Stock**"), set forth opposite their names in Schedule I hereto (such depositary shares, the "**Initial Securities**"). The Company also hereby grants the several Underwriters, acting severally and not jointly, the option, pursuant to Section 2(b) hereof, to purchase all or part of 2,550,000 additional depositary shares, each representing a 1/20th interest in a share of the Mandatory Convertible Preferred Stock to cover over-allotments (such depositary shares, the "**Option Securities**") if and to the extent that Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC, as joint-book running managing underwriters and representatives of the several Underwriters

(together, the "**Representatives**"), shall have determined to exercise, on behalf of the Underwriters, the right to purchase such Option Securities. The Initial Securities and the Option Securities are hereinafter collectively referred to as the "**Securities**." The Mandatory Convertible Preferred Stock (and as a result the Securities) will be mandatorily convertible into a variable number of shares of common stock (the "**Conversion Shares**"), par value $0.01 per share, of the Company (the "**Common Stock**").

The Company understands that the several Underwriters propose to offer the Securities for sale upon the terms and conditions contemplated by this Agreement and reflected in the documents in Schedule III (such documents herein called the "**Pricing Disclosure Package**").

The Securities will be issued pursuant to a deposit agreement (the "**Deposit Agreement**"), to be dated as of October 1, 2018, among the Company, Broadridge Corporate Issuer Solutions, Inc., as depositary (the "**Depositary**"), and the holders from time to time of the Securities. Each Security will initially represent the right to receive a 1/20th interest in a share of the Mandatory Convertible Preferred Stock pursuant to the Deposit Agreement.

The terms of the Mandatory Convertible Preferred Stock will be set forth in the statement of resolution (the "**Statement of Resolution**") to be filed by the Company with the Secretary of State of the State of Texas as an amendment to the Company's Restated Articles of Incorporation.

The Company is concurrently publicly offering shares of its Common Stock (the "**Common Stock Offering**") pursuant to a separate underwriting agreement (the "**Common Stock Underwriting Agreement**"). The offering of the Securities is not contingent upon the completion of the Common Stock Offering, the Common Stock Offering is not contingent upon the completion of the offering of the Securities, and the Common Stock is not being offered together with the Securities.

On April 21, 2018, the Company entered into an Agreement and Plan of Merger (the "**Merger Agreement**"), by and among the Company, Vectren Corporation, an Indiana corporation ("**Vectren**"), and Pacer Merger Sub, Inc., an Indiana corporation and wholly owned subsidiary of the Company ("**Merger Sub**"). Pursuant to the Merger Agreement, on and subject to the terms and conditions set forth therein, Merger Sub will merge with and into Vectren (the "**Merger**"), with Vectren continuing as the surviving corporation in the Merger and becoming a wholly owned subsidiary of the Company.

1. Representations and Warranties of the Company.

(a) The Company represents and warrants to, and agrees with, each of the Underwriters, on and as of the date hereof, the Closing Date (as defined in Section 2(c)) and each Option Time of Delivery (as defined in Section 2(b)) (if any) that:

(i) A joint registration statement on Form S-3 with respect to the Securities, the Mandatory Convertible Preferred Stock, the Conversion Shares and other securities (File No. 333-215833), copies of which have been made available to the Underwriters, has been prepared and filed with the Securities and Exchange Commission (the "**Commission**") by the Company, together with CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources

Corp. Such registration statement, as amended through the date hereof (including by post-effective amendment No. 1 thereto), including a prospectus, has become effective under the Securities Act of 1933, as amended (the "**1933 Act**"), and no stop order suspending its effectiveness has been issued and no proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering has been initiated or, to the best knowledge of the Company, threatened by the Commission. The term "**Registration Statement**" means such registration statement, as amended through the date hereof (including by post-effective amendment No. 1 thereto), as deemed revised pursuant to Rule 430B(f)(1) under the 1933 Act on the date of such registration statement's effectiveness for purposes of Section 11 of the 1933 Act, as such section applies to the Company and the Underwriters for the Securities pursuant to Rule 430B(f)(2) under the 1933 Act (the "**Effective Date**"). The base prospectus included in the Registration Statement relating to the Securities, the Mandatory Convertible Preferred Stock, the Conversion Shares and certain other issues of debt and equity securities (exclusive of any supplement filed pursuant to Rule 424 under the 1933 Act ("**Rule 424**")) is herein called the "**Basic Prospectus**." The Basic Prospectus as amended and supplemented by a preliminary prospectus supplement dated September 24, 2018 relating to the Securities immediately prior to the Applicable Time (as defined below) is hereinafter called the "**Preliminary Prospectus**." The Company proposes to file together with the Basic Prospectus and pursuant to Rule 424 a prospectus supplement specifically relating to the Securities and reflecting the terms of the Securities and the Mandatory Convertible Preferred Stock represented thereby and plan of distribution arising from this Agreement (herein called the "**Pricing Supplement**") and has previously advised the Underwriters of all the information to be set forth therein. The term "**Prospectus**" means the Basic Prospectus together with the Pricing Supplement, as first filed with the Commission pursuant to Rule 424.

Any reference herein to the Basic Prospectus, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein, or deemed to be incorporated by reference therein, and filed under the Securities Exchange Act of 1934, as amended (the "**1934 Act**"), on or before the date of such Basic Prospectus, Preliminary Prospectus or Prospectus, as applicable; any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Basic Prospectus, the Preliminary Prospectus or Prospectus shall be deemed to refer to and include, without limitation, the filing of any document under the 1934 Act deemed to be incorporated therein by reference after the date of such Basic Prospectus, Preliminary Prospectus or Prospectus.

For purposes of this Agreement, the "**Applicable Time**" is 11:28 p.m. (Houston Time) on the date of this Agreement;

(ii) The Registration Statement, each Permitted Free Writing Prospectus (as defined in Section 3(a)), the Preliminary Prospectus and the Prospectus conform, and any amendments or supplements thereto will conform, in all material respects to the requirements of the 1933 Act and the rules and regulations of the Commission thereunder; and (A) the Registration Statement will not, as of the Effective Date, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (B)(i) the Pricing Disclosure Package does not, as of the Applicable Time, (ii) the Prospectus and any amendment or supplement thereto will not, as of their dates, and (iii) the Prospectus, as it may be amended or supplemented pursuant to Section 4

hereof, as of the Closing Date (and, if any Option Securities are purchased, as of each Option Time of Delivery) will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that this representation and warranty shall not apply to: (A) any statements or omissions made in reliance upon and in conformity with any information furnished in writing by, or through the Representatives on behalf of, any Underwriter for use therein, and (B) any Form T-1 Statement of Eligibility and Qualification included as an exhibit to the Registration Statement;

(iii) Each document filed, and to the extent such document has been amended, as amended, or to be filed pursuant to the 1934 Act and incorporated by reference, or deemed to be incorporated by reference in the Preliminary Prospectus or the Prospectus (including, without limitation, any document to be filed pursuant to the 1934 Act which will be incorporated by reference in the Prospectus) conformed or, when so filed, will conform in all material respects to the requirements of the 1934 Act and the applicable rules and regulations of the Commission thereunder, and none of such documents included, and to the extent such document has been amended, as amended or, when so filed, will include any untrue statement of a material fact or omitted or, when so filed, will omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iv) Any Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus (such term having the meaning assigned to it by Rule 433 of the 1933 Act ("**Rule 433**")) does not include anything that conflicts with the information contained or incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus; and any such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus, when taken together with the information contained in the Registration Statement, any Preliminary Prospectus and the Prospectus, did not, when issued or filed pursuant to Rule 433, and does not, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with any information furnished in writing by, or through the Representatives on behalf of, any Underwriter for use therein;

(v) (A) At the time of filing of the Registration Statement, (B) at the time of the most recent amendment to the Registration Statement for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus) and (C) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) under the 1933 Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the 1933 Act, the Company was a "well-known seasoned issuer" (as defined in Rule 405 under the 1933 Act);

(vi) With respect to the Registration Statement, (A) the Registration Statement is an "automatic shelf registration statement" (as defined in Rule 405 under the 1933 Act), (B) the Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act objecting to the use of the automatic shelf registration statement and (C) the conditions for use of Form S-3 have been, and continue to be, satisfied by the Company;

(vii) At the determination date for purposes of the Securities within the meaning of Rule 164(h) under the 1933 Act, the Company was not an "ineligible issuer" as defined in Rule 405 under the 1933 Act;

(viii) The Company has been duly incorporated and is validly existing in good standing under the laws of the State of Texas, with corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus;

(ix) Each Significant Subsidiary (as defined in Regulation S-X under the 1933 Act) of the Company has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its formation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus; and each Significant Subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership or limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification; all of the issued and outstanding ownership interests of each Significant Subsidiary of the Company have been duly authorized and validly issued in accordance with the organizational documents of such Significant Subsidiary; and the ownership interests of each Significant Subsidiary owned by the Company, directly or through subsidiaries, are owned free from liens, encumbrances and defects;

(x) This Agreement has been duly authorized, executed and delivered by the Company;

(xi) The Company's authorized equity capitalization is as set forth in the Pricing Disclosure Package and the Prospectus; the capital stock of the Company conforms in all material respects to the description thereof contained in the Pricing Disclosure Package and the Prospectus; and all of the outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable;

(xii) The Statement of Resolution sets forth the designations, preferences, limitations and relative rights, voting, redemption and other rights and the qualifications, limitations and restrictions of the holders of the Mandatory Convertible Preferred Stock, and the holders of the Mandatory Convertible Preferred Stock will have the rights set forth in the Statement of Resolution upon the filing of the Statement of Resolution with the Secretary of State of the State of Texas.

(xiii) The Deposit Agreement has been duly authorized, and will be duly executed and delivered, by the Company and, when duly executed and delivered by each of the parties thereto, will constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability is subject to the effect of (a) any applicable bankruptcy, insolvency, reorganization, arrangement, fraudulent transfer or conveyance, moratorium, conservatorship and similar laws relating to or affecting creditors' rights generally, (b) general principles of equity (whether considered in a proceeding in equity or at law) and (c) principles of materiality and reasonableness and implied covenants of good faith and fair dealing (together, the "**Enforceability Exceptions**");

(xiv) The Securities have been duly authorized by the Company. Upon due execution and delivery by the Depositary of the Securities, upon the issuance and deposit of the Mandatory Convertible Preferred Stock represented thereby in accordance with the provisions of the Deposit Agreement, and when the Securities have been delivered and paid for in accordance with this Agreement on the Closing Date, the Securities will be validly issued, fully paid and nonassessable. The shareholders of the Company have no preemptive or similar statutory rights with respect to the Securities. The persons in whose names the Securities are registered will be entitled to the rights specified therein and in the Deposit Agreement;

(xv) The Mandatory Convertible Preferred Stock, when issued by the Company, may be freely deposited by the Company with the Depositary against issuance of the Securities. The Mandatory Convertible Preferred Stock underlying the Initial Securities or any Option Securities has been duly authorized by the Company for issuance and deposit, and, when issued and deposited against issuance of the Initial Securities or any Option Securities on the Closing Date or the Option Time of Delivery, as the case may be, and upon the filing and effectiveness of the Statement of Resolution, will be validly issued, fully paid and non-assessable. Upon payment of the purchase price for the Securities and deposit of the Mandatory Convertible Preferred Stock against issuance of the Securities in accordance with this Agreement and the Deposit Agreement, the Underwriters will receive good, valid and marketable title to the Securities, free and clear of any liens; no holder of the Mandatory Convertible Preferred Stock will be subject to personal liability solely by reason of being such a holder; and the issuance of the Mandatory Convertible Preferred Stock will not be subject to any preemptive or similar rights of any securityholder of the Company;

(xvi) Upon issuance and deposit of the Mandatory Convertible Preferred Stock against issuance of the Securities in accordance with this Agreement, the Deposit Agreement and the Pricing Disclosure Package and the filing and effectiveness of the Statement of Resolution, the Mandatory Convertible Preferred Stock will be convertible into the Conversion Shares in accordance with the terms of the Mandatory Convertible Preferred Stock and the Statement of Resolution. 56,797,810 Conversion Shares (the "**Maximum Number of Conversion Shares**") have been duly authorized and reserved for issuance by all necessary corporate action. Such Conversion Shares, when issued in accordance with the terms of the Mandatory Convertible Preferred Stock and the Statement of Resolution, will be validly issued, fully paid and non-assessable, will conform in all material respects to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus and will not be subject to any preemptive or similar rights of any securityholder of the Company;

(xvii) The statements in the Registration Statement, the Pricing Disclosure Package and the Prospectus, insofar as they summarize provisions of the Mandatory Convertible Preferred Stock or the Securities or this Agreement, the Deposit Agreement or the Statement of Resolution (collectively, the "**Transaction Documents**"), fairly summarize the applicable provisions of the Mandatory Convertible Preferred Stock, the Securities or such Transaction Documents in all material respects;

(xviii) The issuance by the Company of the Securities, the issuance and deposit of the Mandatory Convertible Preferred Stock with the Depositary against issuance of the Securities, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution, the compliance by the Company with all of the applicable provisions of the Transaction Documents, and the consummation by the Company of the transactions contemplated herein and therein, and performance by the Company of its obligations thereunder, (a) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any subsidiary is a party or by which the Company or any subsidiary is bound or to which any of the property or assets of the Company or any subsidiary is subject, which conflict, breach, violation, or default would individually, or in the aggregate, have a material adverse effect on the financial condition, business, prospects or results of operations of the Company and its subsidiaries, taken as a whole ("**Material Adverse Effect**"); and (b) will not result in any violation of the provisions of the Restated Articles of Incorporation or the Third Amended and Restated By-laws or other organizational documents of the Company, the charter, by-laws or other organizational documents of any subsidiary of the Company or any existing statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company's or any of its or its subsidiaries' properties;

(xix) No consent, approval, authorization, order, registration or qualification of or with any such court or governmental agency or body is required for the issuance of the Securities, the issuance and deposit of the Mandatory Convertible Preferred Stock with the Depositary against issuance of the Securities, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution or the consummation by the Company of the other transactions contemplated by this Agreement and the other Transaction Documents, except such consents, approvals, authorizations, registrations or qualifications as may be required under state securities or blue sky laws in connection with the issuance by the Company of the Securities and the purchase and distribution of the Securities by the Underwriters;

(xx) The Company and its subsidiaries possess certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them and have not received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect;

(xxi) Except as disclosed in the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "**Environmental Laws**"), owns or operates any real property contaminated with any substance that is subject to any Environmental Laws, is liable for any off-site disposal or contamination pursuant to any Environmental Laws, or is subject to any claim relating to any Environmental Laws, which violation, contamination, liability or claim would individually or in the aggregate have a Material Adverse Effect; and the Company is not aware of any pending investigation which has a reasonable possibility of leading to such a claim;

(xxii) Except as disclosed in the Pricing Disclosure Package and the Prospectus, there are no pending actions, suits or proceedings against or affecting (i) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or (ii) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate would materially and adversely affect the ability of the Company to perform its obligations under the Transaction Documents, or which are otherwise material in the context of the sale of the Securities; no such actions, suits or proceedings are threatened or, to the Company's knowledge, contemplated; and except as disclosed in the Pricing Disclosure Package and the Prospectus, nothing has come to the attention of the Company that would cause it to believe that there are any pending actions, suits or proceedings against or affecting Vectren or any of its subsidiaries or any of their respective properties that, if determined adversely to Vectren or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the financial condition, prospects, business or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse effect (such material adverse effect described in this clause, a "**Vectren Material Adverse Effect**");

(xxiii) The financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and, except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and nothing has come to the attention of the Company that would cause it to believe that (i) the financial statements of Vectren included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus do not present fairly, in all material respects, the financial position of Vectren and its consolidated subsidiaries as of the dates shown and the results of their operations and cash flows for the periods shown and (ii) except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have not been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto. The historical pro forma financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, were, as of the date such pro forma financial statements were filed with the Commission, prepared in accordance with the applicable requirements of the 1933 Act. The assumptions used in preparing the pro forma financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus

provided, as of the date such pro forma financial statements were filed with the Commission, a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein; the related pro forma adjustments give appropriate effect to those assumptions in all material respects; and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts in all material respects;

(xxiv) (A) Since the date of the latest audited financial statements of the Company incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole; and (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its equity interests (other than regular quarterly dividends on the Common Stock).

(B) Nothing has come to the attention of the Company that would cause it to believe that, since the date of the latest financial statements of Vectren incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been any material adverse change in the business, financial condition, prospects or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse change;

(xxv) The Company maintains a system of internal accounting controls and maintains disclosure controls and procedures in conformity with the requirements of the 1934 Act and is otherwise in compliance in all material respects with the requirements of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith;

(xxvi) Deloitte & Touche LLP, who have certified certain financial statements of each of the Company and its subsidiaries and Vectren and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries and Vectren and its subsidiaries, as the case may be, within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the 1933 Act;

(xxvii) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus under the caption “Use of Proceeds,” will not be an “investment company” as such term is defined in the Investment Company Act of 1940, as amended (the “**Investment Company Act**”);

(xxviii) The operations of the Company and its subsidiaries are and, since January 1, 2006, have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened;

(xxix) Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC; and

(xxx) Nothing has come to the attention of the Company that would cause it to believe that all representations and warranties made by Vectren in the Merger Agreement are not true and correct (without giving effect to any limitation as to "materiality" or "Company Material Adverse Effect" (as defined in the Merger Agreement) or similar limitation as set forth therein), except in each case where the failure to be so true and correct would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect assuming the consummation of the transactions contemplated by the Merger Agreement.

2. Sale and Delivery.

(a) Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, the number of Initial Securities set forth in Schedule I opposite the name of such Underwriter (plus an additional amount of Initial Securities that such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof) at a price equal to $48.625 per depositary share (the "**Purchase Price**").

(b) Subject to the terms and conditions herein set forth, the Company hereby grants an option to the Underwriters, severally and not jointly, to purchase up to an additional 2,550,000 Option Securities to cover over-allotments at the Purchase Price less an amount per depositary share equal to any dividends or distributions declared, paid or payable by the Company in respect of the Initial Securities but not payable in respect of the Option Securities (the "**Option Purchase Price**"). The Underwriters may exercise the option to purchase Option Securities at any time in whole, or from time to time in part, by giving written notice (an "**Exercise Notice**") to the Company not later than 30 days after the date of the Pricing Supplement. Any such Exercise Notice shall specify the number of Option Securities to be purchased by the Underwriters and the date on which such Option Securities are to be purchased. Each purchase date of Option Securities must be at least one business day after the Exercise Notice is sent to the Company and may not be earlier than the Closing Date nor later than ten business days after the date of such Exercise Notice unless, in each case, otherwise agreed in writing by the Representatives and the Company. Following delivery of an Exercise Notice, on each day, if any, that Option Securities are to be purchased (each, an "**Option Time of Delivery**"), each Underwriter agrees, severally and not jointly, to purchase the number of Option Securities (subject to such adjustments to eliminate fractional shares as the Representatives may determine) that bears the same proportion to the total number of Option Securities to be purchased at such Option Time of Delivery as the number of Initial Securities set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Initial Securities.

(c) The Initial Securities to be purchased by each Underwriter hereunder will be represented by one or more registered global securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company ("**DTC**") or its designated custodian, unless the Representatives shall otherwise instruct. The Company will deliver the Initial Securities to Goldman Sachs & Co. LLC, acting on behalf of the Underwriters for the account of each Underwriter, against payment by or on behalf of such Underwriter of the amount therefor, as set forth above, by wire transfer of Federal (same day) funds to a commercial bank account located in the United States and designated in writing at least forty-eight hours prior to the Closing Date by the Company to Goldman Sachs & Co. LLC, by causing DTC to credit the Initial Securities to the account of Goldman Sachs & Co. LLC, at DTC. The Company will cause the global certificates representing the Securities to be made available to the Representatives, acting on behalf of the Underwriters, for checking at least twenty-four hours prior to the Closing Date at the office of DTC or its designated custodian (the "**Designated Office**"). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on October 1, 2018 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the "**Closing Date."**

(d) The documents to be delivered on the Closing Date by or on behalf of the parties hereto pursuant to Section 6 hereof, including the cross-receipt for the Securities and any additional certificates requested by the Underwriters pursuant to Section 6(h) hereof, will be delivered at such time and date at the offices of Baker Botts L.L.P., One Shell Plaza, 910 Louisiana, Houston, Texas 77002-4995 or such other location as the Representatives and the Company may agree in writing (the "**Closing Location**"), and the Securities will be delivered at the Designated Office, all on the Closing Date. A meeting will be held at the Closing Location at 1:00 p.m., New York City time or at such other time as the Representatives and the Company may agree in writing, on the New York Business Day next preceding the Closing Date, at which meeting the final drafts of the documents to be delivered pursuant to the preceding sentence will be available for review by the parties hereto. For the purposes of this Section 2, "**New York Business Day**" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York are generally authorized or obligated by law or executive order to close.

In addition, in the event that any or all of the Option Securities are purchased by the Underwriters, payment of the purchase price for, and delivery of certificates for, such Option Securities shall be made at the above-mentioned offices and in accordance with the terms set forth above, or at such other place as shall be agreed upon by the Representatives and the Company, on each Option Time of Delivery as specified in the notice from the Representatives to the Company.

3. Free Writing Prospectuses.

(a) The Company represents and agrees that, without the prior consent of the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the 1933 Act, other than a free writing prospectus, the use of which has been consented to by the Company and the Representatives; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the free writing prospectuses listed on Schedule IV hereto. Any such free writing prospectus consented to by the Representatives and the Company is herein called a "**Permitted Free Writing Prospectus**"; each Underwriter, severally and not jointly, represents and agrees that, without the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute a "free writing prospectus" as defined in Rule 405 under the 1933 Act, other than a Permitted Free Writing Prospectus or a free writing prospectus that is not required to be filed by the Company pursuant to Rule 433.

(b) The Company agrees to prepare a term sheet specifying the terms of the Securities not contained in the Preliminary Prospectus, substantially in the form of Schedule II hereto and approved by the Representatives, and to file such pricing term sheet pursuant to Rule 433(d) within the time period prescribed by such Rule.

(c) The Company and the Representatives have complied and will comply with the requirements of Rule 433 applicable to any free writing prospectus, including timely Commission filing where required and legending.

(d) The Company agrees that if at any time following issuance of a Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus any event has occurred that results in such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus conflicting, or it becomes known that such Permitted Free Writing Prospectus or other Issuer Free Writing Prospectus conflicts with the information in the Registration Statement, the Preliminary Prospectus or the Prospectus, or the Pricing Disclosure Package including an untrue statement of a material fact or omitting to state any material fact necessary in order to make the statements therein, in light of the circumstances then prevailing, not misleading, the Company will give prompt notice thereof to the Representatives and, if requested by the Representatives, will prepare and furnish without charge to each Underwriter a free writing prospectus or other document, the use of which has been consented to by the Representatives, which will correct such conflict, statement or omission; provided, however, that this representation and warranty shall not apply to any statements or omissions in the Pricing Disclosure Package made in reliance upon and in conformity with information furnished in writing to the Company by, or through the Representatives on behalf of, any Underwriter expressly for use therein.

4. Covenants and Agreements.

The Company covenants and agrees with each of the Underwriters:

(a) That the Company will furnish without charge to the Underwriters a copy of the Registration Statement, including all documents incorporated by reference therein and exhibits

filed with the Registration Statement (other than exhibits which are incorporated by reference and have previously been so furnished), and, during the period mentioned in paragraph (c) below, as many written and electronic copies of the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus, any documents incorporated by reference therein at or after the date thereof (including documents from which information has been so incorporated) and any supplements and amendments thereto as each Underwriter may reasonably request;

(b) That the Company will cause the Preliminary Prospectus and the Prospectus to be filed pursuant to, and in compliance with, Rule 424(b) and will promptly advise the Underwriters (i) when any amendment to the Registration Statement shall have been filed; provided, that, with respect to documents filed pursuant to the 1934 Act and incorporated by reference into the Registration Statement, such notice shall only be required during such time as the Underwriters are required in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, counsel for the Underwriters, to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act), (ii) of any request by the Commission for any amendment of the Registration Statement, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the institution or threatening of any proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and (v) of the receipt by the Company of any notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act. So long as any Underwriter is required in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, to deliver a prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act), the Company will not file any amendment to the Registration Statement or supplement to the Preliminary Prospectus or the Prospectus to which the Representatives or Hunton Andrews Kurth LLP shall have reasonably objected in writing and the Company shall furnish one copy of every such amendment or supplement to each of the Representatives and to Hunton Andrews Kurth LLP. If the Commission shall issue a stop order suspending the effectiveness of the Registration Statement, the Company will take such steps to obtain the lifting of that order as promptly as practical. If the Company receives a notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act, the Company will promptly take such steps including, without limitation, amending the Registration Statement or filing a new registration statement, at its own expense, as may be necessary to permit offers and sales of the Securities by the Underwriters (references herein to the Registration Statement shall include any such amendment or new registration statement);

(c) That if, at any time when in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is required by law to be delivered by an Underwriter or a dealer, any event shall occur as a result of which it is necessary, in the reasonable opinion of the Representatives, based on advice of Hunton Andrews Kurth LLP, or counsel for the Company, to amend or supplement the Pricing Disclosure Package or the Prospectus or modify the information incorporated by reference therein in order to make the statements therein, in light of the circumstances existing when the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, not misleading, or if it

shall be necessary in the reasonable opinion of any such counsel, to amend or supplement the Pricing Disclosure Package or the Prospectus or modify such information to comply with law, the Company will forthwith (i) prepare and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses the Underwriters will furnish to the Company) to whom Securities may have been sold by the Underwriters and to any other dealers upon reasonable request, either amendments or supplements to the Pricing Disclosure Package or the Prospectus or (ii) file with the Commission documents incorporated by reference in the Pricing Disclosure Package and Prospectus, which shall be so supplied to the Underwriters and such dealers, in either case so that the statements in the Pricing Disclosure Package or the Prospectus as so amended, supplemented or modified will not, in light of the circumstances when the information in the Pricing Disclosure Package or the Prospectus (or in lieu thereof, the notice referred to in Rule 173(a) under the 1933 Act) is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package and the Prospectus will comply with law;

(d) The Company will not for a period of 60 days following the date hereof, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, (i) offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the 1934 Act with respect to any preferred or preference shares of the Company or depositary shares representing interests therein, including the Securities, any Common Stock or any securities convertible into or exercisable or exchangeable for Mandatory Convertible Preferred Stock or Common Stock, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of preferred or preference shares of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of such securities, in cash or otherwise; provided, however, that the Company may (1) issue and sell the Securities and issue and deposit the Mandatory Convertible Preferred Stock represented thereby, (2) issue and sell the Common Stock in the Common Stock Offering, (3) issue the Conversion Shares and any shares of Common Stock permitted to be paid as a dividend on the Mandatory Convertible Preferred Stock pursuant to the Statement of Resolution, (4) issue Common Stock or securities convertible into or exchangeable for Common Stock upon exercise of an option or warrant or conversion of a security outstanding on the date of the Prospectus, (5) issue Common Stock or securities convertible into or exchangeable for Common Stock in amounts permitted on the date hereof under the Company's employee or non-employee director stock option plans, benefit plans and long-term incentive plans and (6) issue Common Stock or securities convertible into or exchangeable for Common Stock under the CenterPoint Energy, Inc. Savings Plan and CenterPoint Energy, Inc. Investor's Choice Plan.

This Section 4(d) shall not during the foregoing 60 day period prohibit the Company from filing any (i) registration statements, including pre- or post-effective amendments to registration statements, with the Commission relating to any securities of the Company other than Common Stock or securities convertible into or exchangeable for Common Stock or (ii)

registration statements, including pre- or post-effective amendments to registration statements, (A) relating to the issuance of Common Stock in amounts permitted on the date hereof pursuant to any employee or non-employee director stock option plans, benefit plans and long-term incentive plans of the Company, (B) relating to the issuance of Common Stock pursuant to the CenterPoint Energy, Inc. Savings Plan or the CenterPoint Energy, Inc. Investor's Choice Plan or (C) relating to Common Stock issuable upon conversion of convertible debt securities of the Company or its subsidiaries existing at the date hereof.

For the avoidance of doubt, nothing in this Section 4(d) shall during the foregoing 60 day period prohibit the Company from (i) issuing shares of its common stock, preferred or preference shares of the Company or depositary shares representing interests therein or debt securities in order to finance the Company's acquisition of Vectren or (ii) filing any registration statements, including pre- or post-effective amendments to registration statements, with the Commission in order to finance the Company's acquisition of Vectren;

(e) That the Company will endeavor to qualify, at its expense, the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Underwriters shall reasonably request and to pay all filing fees, reasonable expenses and legal fees in connection therewith and in connection with the determination of the eligibility for investment of the Securities; provided, that the Company shall not be required to qualify as a foreign corporation or a dealer in securities or to file any consents to service of process under the laws of any jurisdiction;

(f) That the Company will make generally available to its security holders and the holders of the Securities as soon as practicable an earnings statement of the Company covering a twelve-month period beginning after the Closing Date which shall satisfy the provisions of Section 11(a) of the 1933 Act and the rules and regulations of the Commission thereunder (including Rule 158 under the 1933 Act);

(g) That the Company will (i) use its commercially reasonable efforts to list and, in the case of the New York Stock Exchange ("**NYSE**"), maintain the listing of a number of shares of Common Stock equal to the Maximum Number of Conversion Shares on each of the NYSE and the Chicago Stock Exchange ("**CHX**") and (ii) apply to list the Securities on the NYSE on or before the Closing Date and, if such listing is approved by the NYSE, use its commercially reasonable efforts to keep the Securities listed on one of the NYSE, the Nasdaq Global Select Market or the Nasdaq Global Market (or any of their respective successors);

(h) That the Company will, prior to the Closing Date (in respect of the Initial Securities) and prior to any Option Time of Delivery (in respect of any Option Securities), deposit the Mandatory Convertible Preferred Stock represented by such Initial Securities or Option Securities, as the case may be, with the Depositary in accordance with the provisions of the Deposit Agreement and otherwise comply with the Deposit Agreement so that the Initial Securities and any Option Securities will be issued by the Depositary against receipt of such Mandatory Convertible Preferred Stock and delivered to the Underwriters against payment therefor on such Closing Date or at such Option Time of Delivery, as applicable;

(i) That the Company will reserve and keep available at all times, free of preemptive or similar rights, a number of shares of Common Stock equal to the Maximum Number of Conversion Shares for the purpose of satisfying its obligations pursuant to the Mandatory Convertible Preferred Stock;

(j) That, between the date hereof and the Closing Date or the relevant Option Time of Delivery, as the case may be, the Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the 1934 Act or otherwise, the stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of the Securities; and

(k) That, between the date hereof and the Closing Date or the relevant Option Time of Delivery, as the case may be, the Company will not do or authorize any act or thing that would result in the adjustment of the "fixed conversion rates" (as defined in the Disclosure Package) of the Mandatory Convertible Preferred Stock.

5. Expenses.

The Company covenants and agrees with the several Underwriters that the Company will pay or cause to be paid the following: (i) all expenses in connection with the preparation, printing and filing of the Registration Statement as originally filed and of each amendment thereto; (ii) the fees, disbursements and expenses of the Company's counsel and accountants in connection with the issue of the Securities and all other expenses in connection with the preparation, printing and filing of the Basic Prospectus, any Permitted Free Writing Prospectus, any other Issuer Free Writing Prospectus, the Preliminary Prospectus, the Pricing Disclosure Package and the Prospectus, and any amendments and supplements thereto and the mailing and delivering of copies thereof to the Underwriters and dealers; (iii) all reasonable expenses in connection with the qualification of the Securities for offering and sale under state securities laws as provided in Section 4(e) hereof, including the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the Blue Sky and legal investment surveys; (iv) any fees charged by rating services for rating the Securities; (v) the cost of preparing the Securities; (vi) any fees and expenses associated with filing of the Statement of Resolution with the Secretary of State of the State of Texas (vii) costs and expenses relating to investor presentations or any "road show" in connection with the offering and sale of the Securities including, without limitation, any travel expenses of the Company's officers and employees; (viii) any fees and expenses in connection with listing the Securities, the Conversion Shares and any shares of Common Stock that may be paid as dividends in respect of the Securities on the NYSE and the CHX, as applicable, and the cost of registering the Securities under Section 12 of the 1934 Act including the preparation of a registration statement on Form 8-A; (ix) the fees and expenses of the Depositary and the transfer agent and registrar for the Securities and the Mandatory Convertible Preferred Stock and any agent of such Depositary, transfer agent or registrar, as the case may be; (x) the cost of preparing the certificates representing the Securities and the Conversion Shares, if any; and (xi) all other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section. It is understood, however, that, except as provided in this Section, and Sections 7 and 10 hereof, the Underwriters will pay all of their own costs and expenses, including any advertising expenses connected with any offers they may make and the fees, disbursements and expenses of counsel for the Underwriters.

6. Conditions of Underwriters' Obligations.

The obligations of the Underwriters to purchase and pay for the Initial Securities on the Closing Date shall be subject to the accuracy, at and (except as otherwise stated herein) as of the date hereof, at and as of the Applicable Time and at and as of the Closing Date, of the representations and warranties made herein by the Company, to compliance at and as of the Closing Date by the Company with its covenants and agreements herein contained and the other provisions hereof to be satisfied at or prior to the Closing Date and to the following additional conditions:

(a) (i) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering shall be pending before or threatened by the Commission and no notice from the Commission pursuant to Rule 401(g)(2) of the 1933 Act shall have been received, (ii) the Prospectus shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for filing by the rules and regulations under the 1933 Act and in accordance herewith and each Permitted Free Writing Prospectus shall have been filed by the Company with the Commission within the applicable time periods prescribed for such filings by, and otherwise in compliance with Rule 433 to the extent so required and (iii) the Underwriters shall have received on and as of the Closing Date, a certificate dated such date, signed by an executive officer (including, without limitation, the Treasurer) of the Company, to the foregoing effect (which certificate may be to the best of such officer's knowledge after reasonable investigation).

(b) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries(assuming, solely for the purposes of this clause (i) of Section 6(b), that Vectren is a subsidiary of the Company) taken as one enterprise which, in the reasonable judgment of the Representatives, is material and adverse and makes it impractical to proceed with completion of the offering or the sale of and payment for the Securities on the terms set forth herein; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined under the 1934 Act), or any public announcement that any such organization has newly placed under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any material suspension or material limitation of trading in securities generally on the New York Stock Exchange, the NASDAQ, or on the over-the-counter market or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (iv) any general moratorium on commercial banking activities declared by U.S. Federal or New York State authorities; (v) any major disruption of settlements of securities or clearance services in the United States or (vi) any act of terrorism in the United States, any attack on, outbreak or escalation of hostilities involving the United States, any declaration of war by Congress or any other national or international calamity or crisis if, in the judgment of the Representatives, the effect of any such attack, outbreak, escalation, act, declaration, calamity or crisis on the financial markets makes it impractical to proceed with completion of the offering or sale of and payment for the Securities on the terms set forth herein.

(c) Hunton Andrews Kurth LLP, counsel for the Underwriters, shall have furnished to you such opinion or opinions, dated the Closing Date, with respect to such matters as you may reasonably request, and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) Dana C. O'Brien, Esq., Senior Vice President, General Counsel and Assistant Corporate Secretary of the Company, or Monica Karuturi, Esq., Vice President and Associate General Counsel of the Company, shall have furnished to you her written opinion, dated the Closing Date, in form and substance satisfactory to you, to the effect that:

(i) The Company has been duly incorporated and is validly existing in good standing under the laws of the State of Texas and has corporate power and authority to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement and the other Transaction Documents; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect;

(ii) Each Significant Subsidiary of the Company has been duly formed and is validly existing in good standing under the laws of the jurisdiction of its formation, with power and authority (corporate and other) to own its properties and conduct its business as described in the Pricing Disclosure Package and the Prospectus; and each Significant Subsidiary of the Company is duly qualified to do business as a foreign corporation, limited partnership or limited liability company in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to so qualify would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; all of the issued and outstanding ownership interests of each Significant Subsidiary of the Company have been duly authorized and validly issued in accordance with the organizational documents of such Significant Subsidiary; and the ownership interests of each Significant Subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects;

(iii) The Company's authorized equity capitalization is as set forth in the Pricing Disclosure Package and the Prospectus and the capital stock of the Company conforms, as to legal matters, in all material respects to the description thereof contained in the Pricing Disclosure Package and the Prospectus; and the outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and nonassessable;

(iv) No consent, approval, authorization or other order of, or registration with, any governmental regulatory body (other than such as may be required under applicable state securities laws, as to which such counsel need not express an opinion) is required for the issuance and sale of the Securities being delivered at the Closing Date, the issuance and deposit

of the Mandatory Convertible Preferred Stock with the Depositary against issuance of the Securities being delivered at the Closing Date, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution or the consummation by the Company of the transactions contemplated by this Agreement and the other Transaction Documents;

(v) To such counsel's knowledge and other than as set forth or contemplated in the Pricing Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending or threatened to which the Company is subject, which, individually or in the aggregate, have a reasonable possibility of having a Material Adverse Effect;

(vi) The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents, the issuance and sale of the Securities, the issuance and deposit of the Mandatory Convertible Preferred Stock with the Depositary, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution and the consummation by the Company of the transactions contemplated in the Transaction Documents, and performance by the Company of its obligations thereunder, will not result in the breach or violation of, or constitute a default under, (a) the Restated Articles of Incorporation, the Third Amended and Restated By-laws or other organizational documents of the Company, each as amended to date, (b) any indenture, mortgage, deed of trust or other agreement or instrument for borrowed money to which the Company is a party or by which it is bound or to which its property is subject or (c) any law, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, in any manner which, in the case of clause (b), individually or in the aggregate, would have a Material Adverse Effect;

(vii) A number of shares of Common Stock equal to the Maximum Number of Conversion Shares has been duly authorized and reserved for issuance by all necessary corporate action and such shares of Common Stock, when issued in accordance with the terms of the Mandatory Convertible Preferred Stock and the Statement of Resolution, will be validly issued, fully paid and non-assessable;

(viii) The description of statutes and regulations set forth in Part I of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2017 under the captions "Our Business—Regulation" and "Our Business—Environmental Matters," and those described elsewhere in the Pricing Disclosure Package and the Prospectus, fairly describe in all material respects the portions of the statutes and regulations addressed thereby; and

(ix) Such counsel does not know of any contracts or documents of a character required to be described in the Registration Statement, Pricing Disclosure Package or Prospectus or to be filed as exhibits to the Registration Statement which are not so described or filed.

(e) Baker Botts L.L.P., counsel for the Company, shall have furnished to you their written opinion, dated the Closing Date in form and substance satisfactory to you, to the effect that:

(i) The statements set forth in (A) the pricing term sheet discussed in Section 3(b) hereof and the Preliminary Prospectus under the captions "Description of Our Series B Preferred Stock" and "Description of Our Depositary Shares" and those in the Basic Prospectus under the captions "Description of Our Capital Stock" and "Description of Our Depositary Shares," taken together, and (B) the Prospectus under the captions "Description of Our Series B Preferred Stock" and "Description of Our Depositary Shares" and those in the Basic Prospectus under the captions "Description of Our Capital Stock" and "Description of Our Depositary Shares," taken together, accurately summarize in all material respects the provisions of the Company's Restated Articles of Incorporation, the Third Amended and Restated By-laws, the Statement of Resolution, applicable laws of the State of Texas and the Deposit Agreement described therein, and the Securities and the Mandatory Convertible Preferred Stock conform, and the Common Stock issued in accordance with the terms of the Statement of Resolution conforms, as to legal matters, in all material respects to the descriptions thereof contained in the Pricing Disclosure Package and the Prospectus under the caption "Description of Our Capital Stock";

(ii) The execution, delivery and performance by the Company of the Deposit Agreement has been duly authorized by all necessary corporate action on the part of the Company and, when the Deposit Agreement is duly executed and delivered by each of the parties thereto, it will constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by the Enforceability Exceptions;

(iii) The execution and filing of the Statement of Resolution have been duly authorized by the Company, and the Statement of Resolution has been duly executed and filed with the Secretary of State of the State of Texas. The Mandatory Convertible Preferred Stock has been duly authorized and when issued and deposited with the Depositary against issuance of the Securities, will be validly issued, fully paid and nonassessable. The Statement of Resolution sets forth the designations, preferences, limitations and relative rights, voting, redemption and other rights and the qualifications, limitations and restrictions of the holders of the Mandatory Convertible Preferred Stock, and the holders of the Mandatory Convertible Preferred Stock will have the rights set forth in the Statement of Resolution;

(iv) The Securities have been duly authorized and when delivered to and paid for by the Underwriters in accordance with the provisions of this Agreement will be validly issued and constitute legal, valid and binding obligations of the Company and the receipts evidencing the Securities will entitle the holders thereof to the rights specified therein and in the Deposit Agreement, enforceable against the Company in accordance with their terms, except as that enforcement is subject to the Enforceability Exceptions;

(v) No consent or action of, or filing with, any New York governmental authority is required to authorize, or is otherwise required to be obtained by the Company in connection with, the issuance and sale of the Securities being delivered at the Closing Date, the issuance and deposit of the Mandatory Convertible Preferred Stock with the Depositary against issuance of the Securities being delivered at the Closing Date, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution or the consummation by the Company of the transactions contemplated by this Agreement and the Deposit Agreement;

(vi) None of the execution and delivery by the Company of this Agreement or the Deposit Agreement, the issuance and sale of the Securities, the issuance and deposit of the Mandatory Convertible Preferred Stock with the Depositary, the issuance of a number of Conversion Shares equal to the Maximum Number of Conversion Shares issuable by the Company in accordance with the terms of the Mandatory Convertible Preferred Stock set forth in the Statement of Resolution and the consummation by the Company of the transactions contemplated in this Agreement or the Deposit Agreement, nor compliance by the Company with the respective terms thereof, will violate any applicable statutes, rules or regulations of the State of New York, except where such violations would not, individually or in the aggregate, have a material adverse effect on (i) the financial condition or results of operations of the Company and its subsidiaries and other consolidated entities, taken as a whole, or (ii) the Company's ability to perform its obligations under this Agreement and the Deposit Agreement;

(vii) The shareholders of the Company have no preemptive or similar statutory rights with respect to the Mandatory Convertible Preferred Stock, the Securities or any shares of Common Stock that may be issued in accordance with the terms of the Statement of Resolution;

(viii) The Registration Statement has become effective under the 1933 Act, and, to such counsel's knowledge, no stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued and no proceedings for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering have been instituted and are pending by the Commission under the 1933 Act;

(ix) The execution, delivery and performance by the Company of this Agreement and each of the other Transaction Documents has been duly authorized by all necessary corporate action on the part of the Company, and this Agreement and each of the other Transaction Documents have been duly executed and delivered by the Company;

(x) The Company is not and, immediately after giving effect to the issuance of the Mandatory Convertible Preferred Stock, the deposit of the Mandatory Convertible Preferred Stock with the Depositary against issuance of the Securities, the offering and sale of the Securities and the application of the proceeds therefrom as described in the Pricing Disclosure Package and the Prospectus, will not be required to register as an "investment company" as defined in the Investment Company Act; and

(xi) Although the discussion set forth in the Prospectus under the heading "Material U.S. Federal Income Tax Consequences" does not purport to discuss all possible United States Federal tax consequences of the purchase, ownership, and disposition of the Securities, in such counsel's opinion, such discussion constitutes, in all material respects, a fair and accurate summary of the United States Federal income tax consequences of the ownership of the Securities and the disposition of the Securities by the holders addressed therein, based upon current law and subject to the qualifications set forth therein.

In addition, the opinion shall contain a section or paragraph substantially to the following effect:

Such counsel has reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and has participated in conferences with officers and other representatives of the Company, with representatives of the Company's independent registered public accounting firm and with the Underwriters and their counsel, at which the contents of the Registration Statement, the Pricing Disclosure Package, the Prospectus and related matters were discussed. The purpose of their professional engagement was not to establish or confirm factual matters set forth in the Registration Statement, the Pricing Disclosure Package or the Prospectus, and they have not undertaken to verify independently any of the factual matters in such documents. Moreover, many of the determinations required to be made in the preparation of the Registration Statement, the Pricing Disclosure Package and the Prospectus involve matters of a non-legal nature. Accordingly, they are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained or included in, the Registration Statement, the Pricing Disclosure Package and the Prospectus (except to the extent stated in subparagraphs (i) and (xi) above). Subject to the foregoing and on the basis of the information they gained in the course of performing the services referred to above, they advise the Underwriters that:

(a) the Registration Statement, as of the Effective Time, the Preliminary Prospectus, as of the Applicable Time, the Pricing Term Sheet attached as Schedule II to this Agreement, as of its date, and the Prospectus, as of its date and the Closing Date, appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the rules and regulations of the Commission thereunder, and each document incorporated by reference in the Registration Statement, as of the Effective Time, and the Prospectus, as of its date and the Closing Date, as originally filed pursuant to the 1934 Act, appears on its face to be appropriately responsive in all material respects to the requirements of the 1934 Act and the rules and regulations of the Commission thereunder; and

(b) nothing came to their attention that caused them to believe that:

(1) the Registration Statement, as of the Effective Time, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

(2) the Pricing Disclosure Package, as of the Applicable Time, included an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(3) the Prospectus, as of its date, or as of the Closing Date, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that in each case they have not been asked to, and do not, express any belief with respect to (a) the financial statements and schedules or other financial, accounting or statistical information contained or included or incorporated by reference therein or omitted therefrom, (b) representations and warranties and other statements of fact contained in the exhibits to the Registration Statement or to documents incorporated by reference therein or (c) that part of the Registration Statement that constitutes the Form T-1.

(f) At the time of execution of this Agreement, Deloitte & Touche LLP shall have furnished to you:

(i) a letter dated the date of such execution, substantially in the form heretofore supplied and deemed satisfactory to you with respect to the audited and unaudited consolidated financial statements and certain financial information of the Company included or incorporated by reference into the Registration Statement; and

(ii) a letter dated the date of such execution, substantially in the form heretofore supplied and deemed satisfactory to you with respect to the audited and unaudited consolidated financial statements and certain financial information of Vectren included or incorporated by reference into the Registration Statement

(g) At the Closing Date, Deloitte & Touche LLP shall have furnished you letters, dated the Closing Date, to the effect that such accountants reaffirm, as of such date and as though made on such date, the statements made in the letters furnished by such accountants pursuant to paragraph (f) of this Section 6, except that the specified date referred to in such letters will be a date not more than three business days prior to the Closing Date.

(h) The Company shall have furnished or caused to be furnished to you at the Closing Date, certificates of the President or any Vice President and a principal financial or accounting officer of the Company in which such officers, (i) to the best of their knowledge after reasonable investigation, shall state that (A) the representations and warranties of the Company in this Agreement are true and correct, (B) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and (C) subsequent to the date of the most recent financial statements in the Pricing Disclosure Package and the Prospectus, there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole except as set forth in or contemplated by the Pricing Disclosure Package and the Prospectus, (ii) nothing has come to the attention of the Company that would cause it to believe that subsequent to the date of the most recent financial statements in the Pricing Disclosure Package and the Prospectus, there has been any Vectren Material Adverse Effect except as set forth in or contemplated by the Pricing Disclosure Package and the Prospectus and (iii) as to such other matters as you may reasonably request.

(i) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would as of the Closing Date, prevent the issuance or the sale of the Securities; and no injunction, restraining order or order of any other nature by any court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities.

(j) The Statement of Resolution shall have been filed on or before the Closing Date with the Secretary of State of the State of Texas.

(k) The Securities shall be eligible for clearance and settlement through DTC.

(l) At the Closing Date, a number of shares of Common Stock equal to the Maximum Number of Conversion Shares shall have been approved for listing, subject to official notice of issuance, on each of the NYSE and the CHX, and an application for the listing of the Securities shall have been submitted to the NYSE, in each case together with satisfactory evidence thereof provided to the Representatives.

(m) On the Closing Date, the Representatives shall have received the favorable opinion of Davis Polk & Wardwell LLP, special counsel for the Underwriters, dated the Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(n) The "lock-up" agreements, each substantially in the form of Exhibit A hereto, between Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC and the officers and directors of the Company listed on Exhibit B hereto relating to sales and certain other dispositions of shares of Mandatory Convertible Preferred Stock or Common Stock or certain other securities of the Company, delivered to the Representatives on or before the date hereof, shall be in full force and effect at the Closing Date and any subsequent Option Time of Delivery, as applicable.

(o) In the event that the Underwriters exercise their option provided in Section 2(b) hereof to purchase all or any portion of the Option Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company or any subsidiary of the Company hereunder shall be true and correct as of each Option Time of Delivery and, at the relevant Option Time of Delivery, the Representatives, on behalf of the Underwriters, shall have received:

(i) A certificate, dated as of such Option Time of Delivery, of the President or a Vice President of the Company and a principal financial or accounting officer of the Company confirming that the certificate delivered at the Closing Date pursuant to Section 6(h) hereof remains true and correct as of such Option Time of Delivery;

(ii) The written opinion of Baker Botts L.L.P., counsel for the Company, in form and substance satisfactory to you, dated as of such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(e) hereof;

(iii) The written opinion of Dana C. O'Brien, Esq., Senior Vice President, General Counsel and Assistant Corporate Secretary of the Company, or Monica Karuturi, Esq., Vice President and Associate General Counsel of the Company, in form and substance satisfactory to you, dated as of such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(d) hereof;

(iv) The written opinion of Hunton Andrews Kurth LLP, counsel for the Underwriters, dated such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(c) hereof;

(v) The written opinion of Davis Polk & Wardwell LLP, special counsel for the Underwriters, dated such Option Time of Delivery, relating to the Option Securities to be purchased on such Option Time of Delivery and otherwise to the same effect as the opinion required by Section 6(m) hereof; and

(vi) Letters from Deloitte & Touche LLP, in form and substance satisfactory to you and dated such Option Time of Delivery, substantially in the same form and substance as the letters furnished to you pursuant to Section 6(g) hereof, except that the "specified date" in the letters furnished pursuant to this paragraph shall be a date not more than three days prior to such Option Time of Delivery.

7. Indemnification and Contribution.

(a) The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, the directors and officers of each Underwriter and each person, if any, who controls each Underwriter within the meaning of the 1933 Act or the 1934 Act, against any losses, claims, damages, liabilities or expenses (including the reasonable cost of investigating and defending against any claims therefor and counsel fees incurred in connection therewith as such expenses are incurred), joint or several, which may be based upon either the 1933 Act, or the 1934 Act, or any other statute or at common law, on the ground or alleged ground that the Registration Statement, any preliminary prospectus, the Basic Prospectus, the Preliminary Prospectus, any Permitted Free Writing Prospectus, the Prospectus or any other Issuer Free Writing Prospectus (or any such document, as from time to time amended, or deemed to be amended, supplemented or modified) includes or allegedly includes an untrue statement of material fact or omits or allegedly omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, unless such statement or omission was made in reliance upon, and in conformity with, written information furnished to the Company by, or through the Representatives on behalf of, any Underwriter specifically for use in the preparation thereof, it being understood and agreed that the only such information consists of the information described as such in subsection (b) below; provided that in no case is the Company to be liable with respect to any claims made against any Underwriter, or any such affiliate, director, officer or controlling person unless such Underwriter or such affiliate, director, officer or controlling person shall have notified the Company in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon such Underwriter or such affiliate, director, officer or controlling person, but failure to notify the Company of any such claim (i) shall not relieve the Company from liability under this paragraph unless and to the extent the Company did not otherwise learn of such claim and such failure results in the forfeiture by the Company of substantial rights and defenses and (ii) shall not relieve the Company from any liability which it may have to such Underwriter or such affiliate, director, officer or controlling person otherwise than on account of the indemnity agreement contained in this paragraph.

The Company will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if the Company elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Underwriters. In the event that the Company elects to assume the defense of any such suit and retains such counsel, the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers, controlling person or persons, defendant or defendants in the suit, may retain additional counsel but shall bear the fees and expenses of such counsel unless (i) the Company shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons and the Underwriter or Underwriters or affiliate or affiliates director or directors, officer or officers or controlling person or persons and the Company have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to the Company, in which case the Company shall not be entitled to assume the defense of such suit on behalf of such Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons, notwithstanding their obligation to bear the reasonable fees and expenses of such counsel, it being understood, however, that the Company shall not, in connection with any one such suit or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (and not more than one local counsel) at any time for all such Underwriter or Underwriters or affiliate or affiliates director or directors, officer or officers or controlling person or persons, which firm shall be designated in writing by the Representatives. The Company shall not be liable to indemnify any person for any settlement of any such claim effected without the Company's prior written consent, which consent shall not be unreasonably withheld. The Company shall not, without the prior written consent of the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers or controlling person or persons, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any Underwriter or affiliate, director, officer or controlling person is or could have been a party and indemnity was or could have been sought hereunder by such Underwriter or affiliate, director, officer or controlling person, unless such settlement, compromise or consent (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Underwriter or affiliate, director, officer or controlling person. This indemnity agreement will be in addition to any liability which the Company might otherwise have.

(b) Each Underwriter agrees severally and not jointly to indemnify and hold harmless the Company, each of the Company's directors, each of the Company's officers who have signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act, against any losses, claims, damages, liabilities or expenses (including the reasonable cost of investigating and defending against any claims therefor and counsel fees incurred in connection therewith as such expenses are incurred), joint or several, which may be based upon the 1933 Act, or any other statute or at common law, on the ground or alleged ground that the Registration Statement, any preliminary prospectus, the Basic Prospectus, the Preliminary Prospectus, any Permitted Free Writing Prospectus, the Prospectus

or any other Issuer Free Writing Prospectus (or any such document, as from time to time amended, or deemed to be amended, supplemented or modified) includes or allegedly includes an untrue statement of a material fact or omits or allegedly omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only insofar as any such statement or omission was made in reliance upon, and in conformity with, written information furnished to the Company by, or through the Representatives on behalf of, such Underwriter specifically for use in the preparation thereof, it being understood and agreed that the only such information furnished by any Underwriter consists of the following information in the Preliminary Prospectus and the Prospectus: the information in the fourth paragraph, the tenth paragraph, the eleventh paragraph and the twelfth paragraph under the heading "Underwriting"; provided that in no case is such Underwriter to be liable with respect to any claims made against the Company or any such director, officer or controlling person unless the Company or any such director, officer or controlling person shall have notified such Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Company or any such director, officer or controlling person, but failure to notify such Underwriter of any such claim (i) shall not relieve such Underwriter from liability under this paragraph unless and to the extent such Underwriter did not otherwise learn of such action and such failure results in the forfeiture by such Underwriter of substantial rights and defenses and (ii) shall not relieve such Underwriter from any liability which it may have to the Company or any such director, officer or controlling person otherwise than on account of the indemnity agreement contained in this paragraph. Such Underwriter will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if such Underwriter elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Company. In the event that such Underwriter elects to assume the defense of any such suit and retain such counsel, the Company or such director, officer or controlling person, defendant or defendants in the suit, may retain additional counsel but shall bear the fees and expenses of such counsel unless (i) such Underwriter shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Company or any such director, officer or controlling person and such Underwriter and the Company or such director, officer or controlling person have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to such Underwriter, in which case such Underwriter shall not be entitled to assume the defense of such suit on behalf of the Company or such director, officer or controlling person, notwithstanding its obligation to bear the reasonable fees and expenses of such counsel, it being understood, however, that such Underwriter shall not, in connection with any one such suit or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (and not more than one local counsel) at any time for all of the Company and any such director, officer or controlling person, which firm shall be designated in writing by the Company. Such Underwriter shall not be liable to indemnify any person for any settlement of any such claim effected without such Underwriter's prior written consent which consent shall not be unreasonably withheld. No Underwriter shall, without the prior written consent of the Company or any such director, officer or controlling person, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which the Company or any

such director, officer or controlling person is or could have been a party and indemnity was or could have been sought hereunder by the Company or director, officer or controlling person, unless such settlement, compromise or consent (x) includes an unconditional release of the Company or director, officer or controlling person from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of the Company or any such director, officer or controlling person. This indemnity agreement will be in addition to any liability which such Underwriter might otherwise have.

(c) If the indemnification provided for in this Section 7 is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total discounts and commissions received by the Underwriters from the Company under this Agreement. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (c). Notwithstanding the provisions of this subsection (c), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it were resold exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (c) to contribute are several in proportion to their respective purchase obligations and not joint.

8. Substitution of Underwriters.

If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder and the number of such Securities which such defaulting Underwriter agreed but failed to purchase does not exceed 10% of the total number of Securities to be then purchased, the non-defaulting Underwriters may make arrangements satisfactory to

the Company for the purchase of such Securities by other persons, including any of the non-defaulting Underwriters, but if no such arrangements are made by the Closing Date, or any subsequent Option Time of Delivery for Option Securities, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Securities that such defaulting Underwriter agreed but failed to purchase. If any Underwriter or Underwriters shall so default and the number of Securities with respect to which such default or defaults occur exceeds 10% of the total number of Securities to be then purchased and arrangements satisfactory to the non-defaulting Underwriters and the Company for the purchase of such Securities by other persons are not made within 36 hours after such default, this Agreement will terminate (provided that if such default occurs with respect to Option Securities after the Closing Date, this Agreement will not terminate as to the Initial Securities or any Option Securities purchased prior to such default).

If the non-defaulting Underwriter or Underwriters or substituted underwriter or underwriters are required hereby or agree to take up all or part of the Securities of the defaulting Underwriter as provided in this Section 8, (i) the Company shall have the right to postpone the Closing Date or any subsequent Option Time of Delivery for Option Securities, for a period of not more than five full business days, in order that the Company may effect whatever changes may thereby be made necessary in the Registration Statement, Pricing Disclosure Package or Prospectus or in any other documents or arrangements, and the Company agrees to promptly file any amendments to the Registration Statement or supplements to the Prospectus which may thereby be made necessary, and (ii) the respective number of Securities which the non-defaulting Underwriters or substituted purchaser or purchasers shall thereafter be obligated to purchase shall be taken as the basis of their underwriting obligation for all purposes of this Agreement. Nothing herein contained shall relieve any defaulting Underwriter of its liability to the Company or the non-defaulting Underwriters for damages occasioned by its default hereunder. Any termination of this Agreement pursuant to this Section 8 shall be without liability on the part of the non-defaulting Underwriters or the Company, other than as provided in Sections 7 and 10.

9. Survival of Indemnities, Representations, Warranties, etc.

The respective indemnities, agreements, representations, warranties and other statements of the Company and the several Underwriters, as set forth in this Agreement or made by or on behalf of them, respectively, pursuant to this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of any Underwriter or any controlling person of any Underwriter, or the Company, or any officer or director or controlling person of the Company, and shall survive delivery of and payment for the Securities.

10. Termination.

If this Agreement shall be terminated pursuant to Section 8 or if for any reason the purchase of the Securities by the Underwriters is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Company and the Underwriters pursuant to Section 7 shall remain in effect. If the purchase of the Securities by the Underwriters is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8, or the occurrence of any event specified in clause (iii), (iv), (v) or (vi) of Section 6(b), the Company will reimburse the Underwriters for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably incurred by them in connection with the offering of the Securities.

11. Notices; Affiliates.

(a) In all dealings hereunder, the Representatives shall act on behalf of each of the Underwriters, and the parties hereto shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of any Underwriter made or given by the Representatives.

All statements, requests, notices and agreements hereunder shall be in writing, and (i) if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Underwriters in care of Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, New York 10036, Attention: Investment Banking Division (Fax: (212) 507-8999); Goldman Sachs & Co. LLC at 200 West Street, New York, New York 10282, facsimile number (212) 902-3000, Attention: Registration Department; Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013, Attention: General Counsel (Fax: (646) 291-1469); and Wells Fargo Securities, LLC, 375 Park Avenue, New York, NY 10152, Attention: Equity Syndicate Department (Fax: (212) 214-5918); and (ii) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the Company, 1111 Louisiana Avenue, Houston, Texas 77002, Attention: Monica Karuturi, Esq. (facsimile number: 713-207-0141). Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

12. Successors.

This Agreement shall inure to the benefit of and be binding upon the several Underwriters and the Company and their respective successors and the affiliates, directors, officers and controlling persons referred to in Section 7 of this Agreement. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person other than the persons mentioned in the preceding sentence any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions herein contained; this Agreement and all conditions and provisions hereof being intended to be, and being, for the sole and exclusive benefit of such persons and for the benefit of no other person; except that the representations, warranties, covenants, agreements and indemnities of the Company contained in this Agreement shall also be for the benefit of the person or persons, if any, who control any Underwriter within the meaning of the 1933 Act or the 1934 Act, and the representations, warranties, covenants, agreements and indemnities of the several Underwriters shall also be for the benefit of each director of the Company, each person who has signed the Registration Statement and the person or persons, if any, who control the Company within the meaning of the 1933 Act.

13. Relationship.

The Company acknowledges and agrees that (i) the purchase and sale of the Securities pursuant to this Agreement is an arm’s-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other, (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company, (iii) no Underwriter has assumed an advisory or fiduciary

responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement and (iv) the Company has consulted its own legal and financial advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

14. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

15. Waiver of Jury Trial.

Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

16. Patriot Act.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Company, which information may include the names and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

17. Counterparts.

This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such respective counterparts shall together constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or any other rapid transmission device designed to produce a written record of the communication transmitted shall be as effective as delivery of a manually executed counterpart thereof.

If the foregoing is in accordance with your understanding, please sign and return to us the enclosed duplicate hereof and upon the acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof shall constitute a binding agreement between each of the Underwriters and the Company. It is understood that your acceptance of this letter on behalf of each of the Underwriters is pursuant to the authority set forth in a form of Agreement among Underwriters, the form of which shall be submitted to the Company for examination upon request, but without warranty on your part as to the authority of the signers thereof.

CENTERPOINT ENERGY, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial Officer

Accepted as of the date hereof:

MORGAN STANLEY & CO. LLC

By: /s/ Usman Khan
Name: Usman Khan
Title: Managing Director

GOLDMAN SACHS & CO. LLC

By: /s/ Adam Greene
Name: Adam Greene
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Sandip Sen
Name: Sandip Sen
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Kevin Brillhart
Name: Kevin Brillhart
Title: Director

For Themselves and as Representatives of the Underwriters Listed on Schedule I

SCHEDULE I

	Number of Initial Securities to be Purchased
Morgan Stanley & Co. LLC	3,400,000
Goldman Sachs & Co. LLC	3,400,000
Citigroup Global Markets Inc.	1,190,000
Wells Fargo Securities, LLC	1,190,000
Barclays Capital Inc.	850,000
Credit Suisse Securities (USA) LLC	850,000
Deutsche Bank Securities Inc.	850,000
J.P. Morgan Securities LLC	850,000
Mizuho Securities USA LLC	850,000
MUFG Securities Americas Inc.	850,000
RBC Capital Markets, LLC	850,000
PNC Capital Markets LLC	272,000
Regions Securities LLC	272,000
TD Securities (USA) LLC	272,000
U.S. Bancorp Investments, Inc.	272,000
The Williams Capital Group, L.P.	221,000
BNY Mellon Capital Markets, LLC	170,000
Comerica Securities, Inc.	170,000
Evercore Group L.L.C.	76,500
WR Securities, LLC	76,500
R. Seelaus & Co., Inc.	34,000
Samuel A. Ramirez & Company, Inc.	34,000
Total	**17,000,000**

SCHEDULE II
PRICING TERM SHEET

Pricing Term Sheet
dated as of September 25, 2018

Free Writing Prospectus
Filed pursuant to Rule 433
Relating to the
Preliminary Prospectus Supplements each dated September 24, 2018 to the
Prospectus dated September 24, 2018
Registration No. 333-215833

CenterPoint Energy, Inc.

Concurrent Offerings of
60,550,459 Shares of Common Stock, par value $0.01 per Share (the "Common Stock")
(the "Common Stock Offering")
and
17,000,000 Depositary Shares
Each Representing a 1/20th Interest in a Share of
7.00% Series B Mandatory Convertible Preferred Stock
(the "Depositary Shares Offering")

*The information in this pricing term sheet relates only to the Common Stock Offering and the Depositary Shares Offering and should be read together with (i) the preliminary prospectus supplement dated September 24, 2018 relating to the Common Stock Offering (the "**Common Stock Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein, (ii) the preliminary prospectus supplement dated September 24, 2018 relating to the Depositary Shares Offering (the "**Depositary Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein and (iii) the related base prospectus dated September 24, 2018, each filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended, Registration No. 333-215833. Neither the Common Stock Offering nor the Depositary Shares Offering is contingent on the successful completion of the other offering. Terms not defined in this pricing term sheet have the meanings given to such terms in the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as applicable. CenterPoint Energy, Inc. has increased the size of the Common Stock Offering to 60,550,459 shares of Common Stock (or 69,633,027 shares of Common Stock if the underwriters' over-allotment option is exercised in full) and the size of the Depositary Shares Offering to 17,000,000 Depositary Shares (or 19,550,000 Depositary Shares if the underwriters' over-allotment option is exercised in full), and conforming changes will be deemed to be made where applicable throughout the Common Stock Preliminary Prospectus Supplement and Depositary Shares Preliminary Prospectus Supplement to reflect such increases in the size of the offerings. All references to dollar amounts are references to U.S. dollars.*

Issuer:	CenterPoint Energy, Inc.
Ticker / Exchange for the Common Stock:	CNP / The New York Stock Exchange ("**NYSE**") and The Chicago Stock Exchange
Trade Date:	September 26, 2018.
Settlement Date:	October 1, 2018 (T + 3).
Use of Proceeds:	The Issuer estimates that the net proceeds to it from the Common Stock Offering, after deducting issuance costs and discounts for the Common Stock Offering, will be approximately $1,604 million (or approximately $1,844 million if the underwriters in the Common Stock Offering exercise

their option to purchase additional shares of Common Stock to cover over-allotments, if any, in full) and that the net proceeds to it from the Depositary Shares Offering, after deducting issuance costs and discounts for the Depositary Shares Offering, will be approximately $826 million (or approximately $950 million if the underwriters in the Depositary Shares Offering exercise their option to purchase additional Depositary Shares to cover over-allotments, if any, in full). The Issuer intends to use the net proceeds from the Common Stock Offering, the Depositary Shares Offering, the Series A Preferred Stock Offering and the Merger Debt Financings, as well as cash on hand, to fund the Merger Consideration and to pay related fees and expenses.

See “Use of Proceeds” in the Common Stock Preliminary Prospectus Supplement and the Depositary Shares Preliminary Prospectus Supplement.

Common Stock Offering

Common Stock Offered:	60,550,459 shares of Common Stock
Over-Allotment Option:	9,082,568 additional shares of Common Stock
NYSE Last Reported Sale Price of the Common Stock on September 25, 2018:	$27.65 per share

	Per Share of Common Stock	Total
Public Offering Price	$ 27.25	$1,650,000,007.75
Underwriting Discount	$ 0.75	$ 45,412,844.25
Proceeds, before expenses, to the Issuer	$ 26.50	$1,604,587,163.50

CUSIP / ISIN:	15189T107 / US15189T1079
Joint Book-Running Managers:	Morgan Stanley & Co. LLC Goldman Sachs & Co. LLC Citigroup Global Markets Inc. Wells Fargo Securities, LLC Barclays Capital Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc. J.P. Morgan Securities LLC
Senior Co-Managers	Mizuho Securities USA LLC MUFG Securities Americas Inc. RBC Capital Markets, LLC
Co-Managers:	BNY Mellon Capital Markets, LLC BTIG, LLC Comerica Securities, Inc. Evercore Group L.L.C. PNC Capital Markets LLC R. Seelaus & Co., Inc. Regions Securities LLC Samuel A. Ramirez & Company, Inc. TD Securities (USA) LLC The Williams Capital Group, L.P. WR Securities, LLC

Depositary Shares Offering

Depositary Shares Offered:	17,000,000 Depositary Shares, each of which represents a 1/20th interest in a share of the Issuer's 7.00% Series B Mandatory Convertible Preferred Stock (the "**Series B Preferred Stock**"). At settlement of the Depositary Shares Offering, the Issuer will issue 850,000 shares of Series B Preferred Stock, subject to the underwriters' option to purchase additional Depositary Shares to cover over-allotments, if any.
Over-Allotment Option:	2,550,000 additional Depositary Shares (corresponding to 127,500 additional shares of the Series B Preferred Stock).

	Per Depositary Share	Total
Public Offering Price	$ 50.00	$850,000,000
Underwriting Discount	$ 1.375	$ 23,375,000
Proceeds, before expenses, to the Issuer	$ 48.625	$826,625,000

Dividends:	7.00% of the liquidation preference of $1,000 per share of the Series B Preferred Stock per year. Dividends will accumulate from the Settlement Date and, to the extent that the Issuer is legally permitted to pay dividends and its board of directors, or an authorized committee thereof, declares a dividend payable with respect to the Series B Preferred Stock, the Issuer will pay such dividends in cash or, subject to certain limitations, by delivery of shares of Common Stock or through any combination of cash and shares of Common Stock, as determined by the Issuer in its sole discretion; *provided* that any unpaid dividends will continue to accumulate. The expected dividend payable on the first Dividend Payment Date (as defined below) is approximately $11.6667 per share of Series B Preferred Stock (equivalent to approximately $0.5833 per Depositary Share). Each subsequent dividend is expected to be $17.50 per share of Series B Preferred Stock (equivalent to $0.8750 per Depositary Share).
Dividend Record Dates:	The February 15, May 15, August 15 or November 15 immediately preceding the relevant Dividend Payment Date.
Dividend Payment Dates:	March 1, June 1, September 1 and December 1 of each year, commencing on December 1, 2018 and ending on, and including, September 1, 2021.
Acquisition Termination Redemption:	If the Vectren Merger has not closed at or prior to 5:00 p.m., New York City time, on April 21, 2019 or if an acquisition termination event (as defined in the Depositary Shares Preliminary Prospectus Supplement) occurs, the Issuer may, at its option, give notice of an acquisition termination redemption to the holders of the Series B Preferred Stock. If the Issuer provides such notice, then, on the acquisition termination redemption date (as defined in the Depositary Shares Preliminary Prospectus Supplement), the Issuer will be required to redeem the Series B Preferred Stock, in whole but not in part, at a redemption amount per share of the Series B Preferred Stock equal to the acquisition termination redemption amount (as defined in the Depositary Shares Preliminary Prospectus Supplement). The Issuer will pay the acquisition termination redemption amount in cash unless the acquisition termination share price (as defined in the

	Depositary Shares Preliminary Prospectus Supplement) is greater than the Initial Price (as defined below), in which case the Issuer will instead pay the acquisition termination redemption amount by delivering shares of Common Stock and cash; *provided*, that the Issuer may elect, subject to certain limitations, to pay cash or deliver shares of Common Stock in lieu of these amounts as described in the Depositary Shares Preliminary Prospectus Supplement. If the Issuer redeems shares of the Series B Preferred Stock held by the depositary, the depositary will redeem, on the same acquisition termination redemption date, the number of Depositary Shares representing the shares of Series B Preferred Stock so redeemed. See "Description of Our Series B Preferred Stock—Acquisition Termination Redemption" and "Description of Our Depositary Shares—Redemption" in the Depositary Shares Preliminary Prospectus Supplement.
Mandatory Conversion Date:	The second business day immediately following the last trading day of the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately preceding September 1, 2021. The Mandatory Conversion Date is expected to be September 1, 2021.
Initial Price:	$27.2494, which is equal to $1,000, *divided by* the Maximum Conversion Rate (as defined below), rounded to the nearest $0.0001.
Threshold Appreciation Price:	$32.6990, which represents an appreciation over the Initial Price of approximately 20.0% and is equal to $1,000, *divided by* the Minimum Conversion Rate (as defined below), rounded to the nearest $0.0001.
Floor Price:	$9.5373 (approximately 35% of the Initial Price).
Conversion Rate per Share of Series B Preferred Stock:	Upon conversion on the Mandatory Conversion Date, the conversion rate for each share of Series B Preferred Stock will not be more than 36.6980 shares of Common Stock and not less than 30.5820 shares of Common Stock (respectively, the "**Maximum Conversion Rate**" and the "**Minimum Conversion Rate**"), depending on the applicable market value (as defined in the Depositary Shares Preliminary Prospectus Supplement) of the Common Stock, as described below and subject to certain anti-dilution adjustments. Correspondingly, the conversion rate per Depositary Share will be not more than 1.8349 shares of Common Stock and not less than 1.5291 shares of Common Stock. The following table illustrates the conversion rate per share of the Series B Preferred Stock, subject to certain anti-dilution adjustments described in the Depositary Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Stock:

Applicable Market Value of the Common Stock	Conversion Rate per Share of Series B Preferred Stock
Greater than the Threshold Appreciation Price	30.5820 shares of Common Stock
Equal to or less than the Threshold Appreciation Price but greater than or equal to the Initial Price	Between 30.5820 and 36.6980 shares of Common Stock, determined by *dividing* $1,000 by the applicable market value
Less than the Initial Price	36.6980 shares of Common Stock

The following table illustrates the conversion rate per Depositary Share, subject to certain anti-dilution adjustments described in the Depositary Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Stock:

Applicable Market Value of the Common Stock	Conversion Rate per Depositary Share
Greater than the Threshold Appreciation Price	1.5291 shares of Common Stock
Equal to or less than the Threshold Appreciation Price but greater than or equal to the Initial Price	Between 1.5291 and 1.8349 shares of Common Stock, determined by *dividing* $50 by the applicable market value
Less than the Initial Price	1.8349 shares of Common Stock

Optional Conversion:

Other than during a fundamental change conversion period (as defined in the Depositary Shares Preliminary Prospectus Supplement), and unless the Issuer has redeemed the Series B Preferred Stock, a holder of Series B Preferred Stock may, at any time prior to September 1, 2021, elect to convert such holder's shares of Series B Preferred Stock, in whole or in part, at the Minimum Conversion Rate of 30.5820 shares of Common Stock per share of Series B Preferred Stock (equivalent to 1.5291 shares of Common Stock per Depositary Share), subject to certain anti-dilution and other adjustments, as described in the Depositary Shares Preliminary Prospectus Supplement. Because each Depositary Share represents a 1/20th fractional interest in a share of Series B Preferred Stock, a holder of Depositary Shares may only convert its Depositary Shares in lots of 20 Depositary Shares.

Fundamental Change:

If a fundamental change (as defined in the Depositary Shares Preliminary Prospectus Supplement) occurs on or prior to September 1, 2021, holders of the Series B Preferred Stock will have the right to convert their shares of Series B Preferred Stock, in whole or in part, into shares of Common Stock at the fundamental change conversion rate (as defined in the Depositary Shares Preliminary Prospectus Supplement) during the period beginning on, and including, the effective date (as defined in the Depositary Shares Preliminary Prospectus Supplement) of such fundamental change and ending on, and including, the date that is 20 calendar days after such effective date (or, if later, the date that is 20 calendar days after holders receive notice of such fundamental change, but in no event later than September 1, 2021). The holders who convert shares of the Series B Preferred Stock during that period will also receive a make-whole dividend amount (as defined in the Depositary Shares Preliminary Prospectus Supplement) comprised of a fundamental change dividend make-whole amount (as defined in the Depositary Shares Preliminary Prospectus Supplement) and to the extent there is any, the accumulated dividend amount (as defined in the Depositary Shares Preliminary Prospectus Supplement).

The following table sets forth the fundamental change conversion rate per share of Series B Preferred Stock based on the effective date of the fundamental change and the stock price (as defined in the Depositary Shares Preliminary Prospectus Supplement) in the fundamental change:

	Stock Price										
Effective Date	**$10.00**	**$20.00**	**$27.25**	**$28.00**	**$30.00**	**$32.70**	**$37.50**	**$45.00**	**$55.00**	**$70.00**	**$100.00**
October 1, 2018	26.4720	29.8600	29.7120	29.6200	29.3320	28.9420	28.4700	28.3480	28.6000	28.9660	29.3820
September 1, 2019	29.5840	32.0480	31.3260	31.1460	30.6100	29.9040	29.1060	29.0280	29.2400	29.4900	29.7720
September 1, 2020	33.0760	34.4220	33.2700	32.9540	31.9740	30.7620	29.7960	29.7680	29.8980	30.0280	30.1700
September 1, 2021	36.6980	36.6980	36.6980	35.7140	33.3340	30.5820	30.5820	30.5820	30.5820	30.5820	30.5820

The exact stock price and effective date may not be set forth on the table, in which case:

- if the stock price is between two stock prices on the table or the effective date is between two effective dates on the table, the fundamental change conversion rate per share of Series B Preferred Stock will be determined by straight-line interpolation between the fundamental change conversion rates per share of Series B Preferred Stock set forth for the higher and lower stock prices and the earlier and later effective dates, as applicable, based on a 365- or 366-day year, as applicable;
- if the stock price is in excess of $100.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per share of Series B Preferred Stock will be the Minimum Conversion Rate, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement; and
- if the stock price is less than $10.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per share of Series B Preferred Stock will be the Maximum Conversion Rate, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement.

The following table sets forth the fundamental change conversion rate per Depositary Share based on the effective date of the fundamental change and the stock price in the fundamental change:

	Stock Price										
Effective Date	**$10.00**	**$20.00**	**$27.25**	**$28.00**	**$30.00**	**$32.70**	**$37.50**	**$45.00**	**$55.00**	**$70.00**	**$100.00**
October 1, 2018	1.3236	1.4930	1.4856	1.4810	1.4666	1.4471	1.4235	1.4174	1.4300	1.4483	1.4691
September 1, 2019	1.4792	1.6024	1.5663	1.5573	1.5305	1.4952	1.4553	1.4514	1.4620	1.4745	1.4886
September 1, 2020	1.6538	1.7211	1.6635	1.6477	1.5987	1.5381	1.4898	1.4884	1.4949	1.5014	1.5085
September 1, 2021	1.8349	1.8349	1.8349	1.7857	1.6667	1.5291	1.5291	1.5291	1.5291	1.5291	1.5291

The exact stock price and effective date may not be set forth on the table, in which case:

- if the stock price is between two stock prices on the table or the effective date is between two effective dates on the table, the fundamental change conversion rate per Depositary Share will be determined by straight-line interpolation between the fundamental change conversion rates per Depositary Share set forth for the higher and lower stock prices and the earlier and later effective dates, as applicable, based on a 365- or 366-day year, as applicable;

	• if the stock price is in excess of $100.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Depositary Share will be the Minimum Conversion Rate, *divided by* 20, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement; and • if the stock price is less than $10.00 per share (subject to adjustment in the same manner as the prices in the column headings of the table above as described in the Depositary Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Depositary Share will be the Maximum Conversion Rate, *divided by* 20, subject to adjustment as described in the Depositary Shares Preliminary Prospectus Supplement. Because each Depositary Share represents a 1/20th fractional interest in a share of Series B Preferred Stock, a holder of Depositary Shares may only convert its Depositary Shares upon the occurrence of a fundamental change in lots of 20 Depositary Shares.
Discount Rate for Purposes of Fundamental Change Dividend Make-Whole Amount:	The discount rate for purposes of determining the fundamental change dividend make-whole amount (as defined in the Depositary Shares Prospectus Supplement) is 4.08% per annum.
Listing:	The Issuer intends to apply to list the Depositary Shares on the NYSE under the symbol "CNPPRB."
CUSIP / ISIN for the Depositary Shares:	15189T503 / US15189T5039
CUSIP / ISIN for the Series B Preferred Stock:	15189T404 / US15189T4040
Joint Book-Running Managers:	Morgan Stanley & Co. LLC Goldman Sachs & Co. LLC Citigroup Global Markets Inc. Wells Fargo Securities, LLC Barclays Capital Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc. J.P. Morgan Securities LLC
Senior Co-Managers:	Mizuho Securities USA LLC MUFG Securities Americas Inc. RBC Capital Markets, LLC
Co-Managers:	BNY Mellon Capital Markets, LLC Comerica Securities, Inc. Evercore Group L.L.C. PNC Capital Markets LLC R. Seelaus & Co., Inc. Regions Securities LLC Samuel A. Ramirez & Company, Inc. TD Securities (USA) LLC U.S. Bancorp Investments, Inc. The Williams Capital Group, L.P. WR Securities, LLC

The Issuer has filed a registration statement (including a prospectus and related preliminary prospectus supplements for the offerings) with the U.S. Securities and Exchange Commission (the "SEC") for the offerings to which this communication relates. Before you invest, you should read the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, the accompanying prospectus in that registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Common Stock Offering and the Depositary Shares Offering. You may get these documents for free by visiting EDGAR on the SEC's website at http://www.sec.gov. Alternatively, copies may be obtained from (i) Morgan Stanley & Co. LLC, Attention: Prospectus Department, 180 Varick Street, Second Floor, New York, NY 10014, by calling (866) 718-1649 or by emailing prospectus@morganstanley.com, (ii) Goldman Sachs & Co. LLC, Attention: Prospectus Department, 200 West Street, New York, NY 10282, by telephone at 1-866-471-2526, or by emailing prospectus-ny@ny.email.gs.com, (iii) Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, New York 11717, telephone: 1-800-831-9146, (iv) Wells Fargo Securities, LLC, 375 Park Avenue, New York, NY 10152, Attention: Equity Syndicate Department, or by telephone at 1-800-326-5897, or by email at cmclientsupport@wellsfargo.com, (v) Barclays Capital Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by telephone at 1-888-603-5847 or by email at barclaysprospectus@broadridge.com, (vi) Credit Suisse Securities (USA) LLC, Attention: Prospectus Department, One Madison Avenue, New York, NY 10010, telephone (800) 221-1037, or email: newyork.prospectus@credit-suisse.com, (vii) Deutsche Bank Securities Inc., Attention: Prospectus Group, 60 Wall Street, New York, NY 10005-2836, by telephone at (800) 503-4611 or by emailing prospectus.CPDG@db.com or (viii) J.P. Morgan Securities LLC, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 or by telephone at (866) 803-9204.

This communication should be read in conjunction with the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, and the accompanying prospectus. The information in this communication supersedes the information in the Common Stock Preliminary Prospectus Supplement or the Depositary Shares Preliminary Prospectus Supplement, as the case may be, and the accompanying prospectus to the extent it is inconsistent with the information in such preliminary prospectus supplement or the accompanying prospectus.

SCHEDULE III

PRICING DISCLOSURE PACKAGE

1) Preliminary Prospectus dated September 24, 2018

2) Pricing Term Sheet attached as Schedule II hereto

SCHEDULE IV

PERMITTED FREE WRITING PROSPECTUSES

1) Pricing Term Sheet attached as Schedule II hereto

2) Electronic Roadshow dated the week of September 24, 2018

EXHIBIT A

FORM LOCK-UP AGREEMENT

[Letterhead of director or executive officer of the Company**]**

_____, 2018

Morgan Stanley & Co. LLC
Goldman Sachs & Co. LLC
Citigroup Global Markets Inc.
Wells Fargo Securities, LLC

As Representatives of the Underwriters

Ladies and Gentlemen:

This letter is being delivered to you in connection with a proposed Underwriting Agreement (the "Underwriting Agreement") between CenterPoint Energy, Inc., a Texas corporation (the "Company"), and each of you, as representatives of the several Underwriters named therein, whereby the Underwriters have agreed to purchase depositary shares (the "Depositary Shares"), each representing a 1/20th interest in a share of the Company's 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share, with a liquidation preference of $1,000 per share (the "Mandatory Convertible Preferred Stock"), convertible into shares of common stock, par value $0.01 per share, of the Company (the "Common Stock"), pursuant to the Underwriting Agreement. Capitalized terms used but not defined herein shall have the meanings given such terms in the Underwriting Agreement.

In order to induce you and the other Underwriters to purchase the Securities pursuant to the Underwriting Agreement, the undersigned will not, without the prior written consent of Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC, (i) offer, sell, contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the U.S. Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder with respect to, any shares of Common Stock of the Company, any shares of Mandatory Convertible Preferred Stock of the Company or any securities convertible or exercisable or exchangeable for such Mandatory Convertible Preferred Stock or Common Stock, or publicly announce an intention to effect any such transaction, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Mandatory Convertible Preferred Stock or Common Stock, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock, Mandatory Convertible Preferred Stock or such other securities, in cash or otherwise, for a

period of 60 days after the date of the Underwriting Agreement, other than (a) transactions related to Depositary Shares, shares of Mandatory Convertible Preferred Stock, Common Stock or other securities convertible into or exchangeable for Mandatory Convertible Preferred Stock or Common Stock of the Company acquired in open market transactions after the completion of the offering described in the immediately preceding paragraph; provided that no filing under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such forfeiture, cancellation, withholding, surrender or delivery, other than a filing on Form 4, (b) transfers or dispositions of units in the fund holding the Company's Common Stock under the CenterPoint Energy, Inc. Savings Plan, (c) transfers or dispositions to the Company for the purpose of satisfying any tax withholding obligations of the Company pursuant to the Company's employee or non-employee director stock option plans, benefit plans or long-term incentive plans, (d) transfers or dispositions of Common Stock as a bona fide gift if the transferee agrees to be bound by the foregoing restrictions; provided that no filing under Section 16(a) of the Exchange Act or other public announcement shall be required or shall be made voluntarily in connection with such forfeiture, cancellation, withholding, surrender or delivery, other than a filing on Form 4, (e) transactions under a plan established under Rule 10b5-1 under the Exchange Act, prior to the date hereof, provided that to the extent a public announcement or filing under the Exchange Act, if any, is required or voluntarily made, such filing or announcement shall include a statement that such transaction was made pursuant to a plan established under Rule 10b5-1 under the Exchange Act, or (f) transfers of shares of the Company's Common Stock, Mandatory Convertible Preferred Stock or any securities convertible or exercisable or exchangeable for such Mandatory Convertible Preferred Stock or Common Stock either during the undersigned's lifetime or on death (i) by will or intestacy, (ii) to a trust the beneficiaries of which are exclusively the undersigned and/or a member or members of his or her immediate family, or (iii) by operation of law pursuant to a domestic relations order in connection with a divorce settlement or other court order, provided that each such transferee shall sign and deliver to Morgan Stanley & Co. LLC and Goldman Sachs & Co. LLC a lock-up letter substantially in the form of this letter; provided, that, for purposes of this letter, "immediate family" means any relationship by blood, marriage, domestic partnership or adoption, no more remote than a first cousin.

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Very truly yours,

By: _____

Name:

Title:

EXHIBIT B

Directors and executive officers of the Company

Scott M. Prochazka	President and Chief Executive Officer and Director
William D. Rogers	Executive Vice President and Chief Financial Officer
Tracy B. Bridge	Executive Vice President and President, Electric Division
Kristie L. Colvin	Senior Vice President and Chief Accounting Officer
Scott E. Doyle	Senior Vice President, Natural Gas Distribution
Joseph J. Vortherms	Senior Vice President, Energy Services
Dana C. O'Brien	Senior Vice President and General Counsel
Sue B. Ortenstone	Senior Vice President and Chief Human Resources Officer
Leslie D. Biddle	Director
Milton Carroll	Director, Executive Chairman
Scott J. McLean	Director
Martin H. Nesbitt	Director
Theodore F. Pound	Director
Susan O. Rheney	Director
Phillip R. Smith	Director
John W. Somerhalder II	Director
Peter S. Wareing	Director

STATEMENT OF RESOLUTION

ESTABLISHING SERIES OF SHARES

designated

7.00% SERIES B MANDATORY CONVERTIBLE PREFERRED STOCK

of

CENTERPOINT ENERGY, INC.

Pursuant to Section 21.155 and Section 21.156
of the Texas Business Organizations Code

CenterPoint Energy, Inc., a Texas corporation (hereinafter called the "**Corporation**"), in accordance with the provisions of Section 21.155 and Section 21.156 of the Texas Business Organizations Code, does hereby certify that:

1. The name of the corporation is CenterPoint Energy, Inc. (Texas Secretary of State File Number 0800007462).

2. Pursuant to the authority conferred upon the Board of Directors of the Corporation (the "**Board of Directors**") by the Restated Articles of Incorporation of the Corporation (as amended through the date hereof, the "**Articles of Incorporation**") and in accordance with the provisions of Section 21.155 and Section 21.156 of the Texas Business Organizations Code, the Board of Directors authorized the issuance and sale by the Corporation of shares of its preferred stock, par value $0.01 per share (the "**Preferred Stock**"), and the formation of a Pricing Committee (the "**Committee**") at a meeting duly convened and held on July 26, 2018, and, pursuant to the authority conferred upon the Committee in accordance with Section 21.416 of the Texas Business Organizations Code and the resolutions of the Board of Directors, the Committee adopted the following resolution by unanimous written consent on September 25, 2018, creating and providing for the establishment and issuance of a series of Preferred Stock of the Corporation as hereinafter described, providing for the designations, preferences, limitations and relative rights, voting, redemption and other rights thereof and the qualifications, limitations and restrictions thereof, such shares designated as "7.00% Series B Mandatory Convertible Preferred Stock," all in accordance with the provisions of Article 21.155 of the Texas Business Organizations Code, which resolution was adopted by all necessary action on the part of the Corporation and which resolution remains in full effect on the date hereof.

> RESOLVED, that pursuant to the provisions of the Articles of Incorporation, the authority delegated to the Committee by the Board of Directors and applicable law, a series of Preferred Stock of the Corporation be and hereby is created, and that the designations, preferences, limitations, and relative rights, including voting, redemption and other rights, and number of shares of such series, and the qualifications, limitations and restrictions thereof, be as set forth in the attached Resolution.

3. This Statement of Resolution becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: 12:01 a.m. on October 1, 2018.

IN WITNESS WHEREOF, the Corporation has caused this statement to be executed on its behalf by the undersigned authorized person this 26th day of September, 2018.

CENTERPOINT ENERGY, INC.

By: /s/ Carla A. Kneipp
Name: Carla A. Kneipp
Title: Vice President and Treasurer

RESOLUTION ESTABLISHING SERIES OF SHARES

designated

7.00% SERIES B MANDATORY CONVERTIBLE PREFERRED STOCK

of

CENTERPOINT ENERGY, INC.

Pursuant to Section 21.155 and Section 21.156
of the Texas Business Organizations Code

CenterPoint Energy, Inc., a Texas corporation (hereinafter called the "**Corporation**"), in accordance with the provisions of Section 21.155 and Section 21.156 of the Texas Business Organizations Code, does hereby certify that:

Pursuant to the authority conferred upon the Board of Directors of the Corporation (the "**Board of Directors**") by the Restated Articles of Incorporation of the Corporation (as amended through the date hereof, the "**Articles of Incorporation**") and in accordance with the provisions of Section 21.155 and Section 21.156 of the Texas Business Organizations Code, the Board of Directors authorized the issuance and sale by the Corporation of shares of its preferred stock, par value $0.01 per share (the "**Preferred Stock**"), and the formation of a Pricing Committee (the "**Committee**") at a meeting duly convened and held on July 26, 2018, and, pursuant to the authority conferred upon the Committee in accordance with Section 21.416 of the Texas Business Organizations Code and the resolutions of the Board of Directors, the Committee adopted the following resolution by unanimous written consent on September 25, 2018, creating and providing for the establishment and issuance of a series of Preferred Stock of the Corporation as hereinafter described, providing for the designations, preferences, limitations and relative rights, voting, redemption and other rights thereof and the qualifications, limitations and restrictions thereof, such shares designated as "7.00% Series B Mandatory Convertible Preferred Stock," all in accordance with the provisions of Article 21.155 of the Texas Business Organizations Code, which resolution was adopted by all necessary action on the part of the Corporation and which resolution remains in full effect on the date hereof:

RESOLVED, that pursuant to the provisions of the Articles of Incorporation, the authority delegated to the Committee by the Board of Directors and applicable law, a series of Preferred Stock of the Corporation be and hereby is created, and that the designations, preferences, limitations, and relative rights, including voting, redemption and other rights, and number of shares of such series, and the qualifications, limitations and restrictions thereof, be as follows:

SECTION 1. *Designation and Amount*. The shares of such series shall be designated as "7.00% Series B Mandatory Convertible Preferred Stock" (the "**Series B Preferred Stock**") and the number of shares constituting the Series B Preferred Stock shall be 850,000 (or up to 977,500 if the Underwriters (as such term is defined herein) exercise in full their over-allotment option pursuant to the Underwriting Agreement (as such term is defined herein) to purchase additional depositary shares representing fractional interests in the Series B Preferred Stock), and such shares shall have a liquidation preference per share of $1,000 (the "**Liquidation Preference**"). That number of shares from time to time may be increased (but not, taken together with the number of shares of any other series of Preferred Stock then outstanding, in excess of the total number of authorized shares of Preferred Stock) or decreased (but not below the number of shares of Series B Preferred Stock then outstanding), subject to the terms and conditions hereof, by further resolution duly adopted by the Board of Directors or any other duly authorized committee thereof and by the filing of a statement with the Secretary of State of the State of Texas pursuant to the provisions of the Texas Business Organizations Code, including Section 21.156 thereof, stating that such increase or decrease, as the case may be, has been adopted by all necessary action on the part of the Corporation. Each share of the Series B Preferred Stock shall be identical in all respects to every other share of the Series B Preferred Stock.

SECTION 2. *Definitions.* The following terms used herein shall be defined as set forth below:

"**Accumulated Dividend Amount**" means, with respect to any Fundamental Change Conversion, the amount of any accumulated and unpaid dividends for any Dividend Period prior to the Effective Date of the relevant Fundamental Change, including for the partial Dividend Period, if any, from, and including, the Dividend Payment Date immediately preceding such Effective Date to, but excluding, such Effective Date, subject to the *proviso* in Section 10(a).

"**Acquisition Termination Conversion Rate**" means a rate per share of Series B Preferred Stock equal to the Fundamental Change Conversion Rate, assuming for such purpose that the "Effective Date" is the date on which the Corporation provides notice of an Acquisition Termination Redemption in accordance with Section 6 and that the "Stock Price" is the Acquisition Termination Share Price.

"**Acquisition Termination Dividend Amount**" means an amount of cash equal to the sum of (i) the Fundamental Change Dividend Make-Whole Amount and (ii) the Accumulated Dividend Amount, in each case, assuming for such purpose that the "Effective Date" is the Acquisition Termination Redemption Date. For the avoidance of doubt, if the Acquisition Termination Redemption Date falls after the Record Date for the payment of a declared dividend and prior to the related Dividend Payment Date, (a) the Corporation shall pay such dividend on such Dividend Payment Date to the Record Holders as of such Record Date, in accordance with Section 4, (b) the Accumulated Dividend Amount shall not include such dividend and (c) the Fundamental Change Dividend Make-Whole Amount shall not include the present value of the payment of such dividend.

"**Acquisition Termination Event**" means either (i) the Merger Agreement is terminated or (ii) the Corporation determines, in its reasonable judgment, that the Vectren Merger will not occur.

"**Acquisition Termination Market Value**" means the Average VWAP per share of Common Stock over the ten consecutive Trading Day period commencing on, and including, the second Trading Day following the date on which the Corporation provides notice of an Acquisition Termination Redemption to the Holders.

"**Acquisition Termination Redemption**" means a redemption of the Series B Preferred Stock in accordance with the provisions of Section 6.

"**Acquisition Termination Redemption Amount**" means, for each share of Series B Preferred Stock, either (i) if the Acquisition Termination Share Price is less than or equal to the Initial Price, an amount in cash equal to $1,000, *plus* accumulated and unpaid dividends thereon (whether or not declared) to, but excluding, the Acquisition Termination Redemption Date (*provided* that if the Acquisition Termination Redemption Date falls after the Record Date for the payment of a declared dividend and prior to the related Dividend Payment Date, the Acquisition Termination Redemption Amount shall not include such declared dividend and the Corporation shall instead pay such declared dividend on such Dividend Payment Date to the Record Holders as of such Record Date in accordance with Section 4); or (ii) if the Acquisition Termination Share Price is greater than the Initial Price, the Reference Amount of cash, shares of Common Stock, or cash and shares of Common Stock.

"**Acquisition Termination Redemption Date**" means the Scheduled Acquisition Termination Redemption Date; *provided* that, if (a) the Acquisition Termination Share Price is greater than the Initial Price and (b)(i) the Corporation elects to pay cash in lieu of delivering all or any portion of the number of shares of Common Stock equal to the Acquisition Termination Conversion Rate in accordance with Section 6(b) or (ii) the Corporation elects to deliver shares of Common Stock in lieu of paying all or any portion of the Acquisition Termination Dividend Amount in cash in accordance with Section 6(c), then the Acquisition Termination Redemption Date shall not be earlier than the second Business Day following the last Trading Day of the ten consecutive Trading Day period used to determine the Acquisition Termination Market Value.

"**Acquisition Termination Share Price**" means the Average VWAP per share of Common Stock over the ten consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date on which the Corporation provides notice of an Acquisition Termination Redemption to the Holders.

"**ADRs**" shall have the meaning set forth in Section 14(e).

"**Applicable Market Value**" means the Average VWAP per share of Common Stock over the Final Averaging Period.

"**Articles of Incorporation**" shall have the meaning set forth in the caption.

"**Average VWAP**" per share over a certain period means the arithmetic average of the VWAP per share for each Trading Day in such period.

"**Board of Directors**" shall have the meaning set forth in the caption.

"**Business Day**" means each Monday, Tuesday, Wednesday, Thursday or Friday on which banking institutions in The City of New York are not authorized or obligated by law, regulation or executive order to close.

"**Bylaws**" means the Third Amended and Restated Bylaws of the Corporation, as they may be further amended, modified or restated from time to time.

"**Clause I Distribution**" shall have the meaning set forth in Section 14(a)(iv).

"**Clause II Distribution**" shall have the meaning set forth in Section 14(a)(iv).

"**Clause IV Distribution**" shall have the meaning set forth in Section 14(a)(iv).

"**close of business**" means 5:00 p.m., New York City time.

"**Committee**" shall have the meaning set forth in the caption.

"**Common Stock**" means the common stock, par value $0.01 per share, of the Corporation, subject to Section 14(e).

"**Conversion and Dividend Disbursing Agent**" means Broadridge Corporate Issuer Solutions, Inc., the Corporation's duly appointed conversion and dividend disbursing agent for the Series B Preferred Stock, and any successor appointed under Section 15.

"**Conversion Date**" shall have the meaning set forth in Section 4(a).

"**Corporation**" shall have the meaning set forth in the caption.

"**Current Market Price**" per share of Common Stock (or, in the case of clause (ii) below, per share of Common Stock, the Corporation's capital stock or similar equity interest, as applicable) on any date means, for the purposes of determining an adjustment to the Fixed Conversion Rates:

(i) for purposes of any adjustment pursuant to Section 14(a)(ii), Section 14(a)(iv) in the event of an adjustment not relating to a Spin-Off, or Section 14(a)(v), the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date with respect to the issuance or distribution requiring such computation;

(ii) for purposes of any adjustment pursuant to Section 14(a)(iv) in the event of an adjustment relating to a Spin-Off, the Average VWAP per share of Common Stock, the Corporation's capital stock or similar equity interest, as applicable, over the first ten consecutive Trading Days commencing on, and including, the Trading Day immediately following the Ex-Date of such distribution; and

(iii) for purposes of any adjustment pursuant to Section 14(a)(vi), the Average VWAP per share of Common Stock over the five consecutive Trading Day period commencing on, and including, the Trading Day immediately following the Expiration Date of the relevant tender offer or exchange offer.

"**Depositary Shares**" means the depositary shares representing fractional interests in the Series B Preferred Stock.

"**Distributed Property**" shall have the meaning set forth in Section 14(a)(iv).

"**Dividend Amount**" shall have the meaning set forth in Section 4(a).

"**Dividend Payment Date**" means March 1, June 1, September 1 and December 1 of each year commencing on December 1, 2018 to, and including, September 1, 2021.

"**Dividend Period**" means the period from, and including, a Dividend Payment Date to, but excluding, the next Dividend Payment Date, except that the initial Dividend Period shall commence on, and include, the Initial Issue Date and shall end on, but exclude, December 1, 2018.

"**Early Conversion**" shall have the meaning set forth in Section 9(a).

"**Early Conversion Additional Conversion Amount**" shall have the meaning set forth in Section 9(b).

"**Early Conversion Average Price**" shall have the meaning set forth in Section 9(b).

"**Early Conversion Date**" shall have the meaning set forth in Section 11(b).

"**Effective Date**" shall have the meaning set forth in Section 10(a).

"**Ex-Date**," when used with respect to any issuance or distribution, means the first date on which shares of the Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question from the Corporation or, if applicable, from the seller of the Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Property**" shall have the meaning set forth in Section 14(e).

"**Expiration Date**" shall have the meaning set forth in Section 14(a)(vi).

"**Fair Market Value**" means the fair market value as determined in good faith by the Board of Directors (or an authorized committee thereof), whose determination shall be set forth in a resolution of the Board of Directors (or such authorized committee).

"**Final Averaging Period**" means the 20 consecutive Trading Day period beginning on, and including, the 21st Scheduled Trading Day immediately preceding September 1, 2021.

"**Five-Day Average Price**" shall have the meaning set forth in Section 4(c)(iii).

"**Fixed Conversion Rates**" means the Maximum Conversion Rate and the Minimum Conversion Rate.

"**Floor Price**" shall have the meaning set forth in Section 4(e).

A "**Fundamental Change**" shall be deemed to have occurred, at any time after the Initial Issue Date, if any of the following occurs:

(i) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Corporation, its Wholly Owned Subsidiaries and the employee benefit plans of the Corporation and its Wholly Owned Subsidiaries, becomes the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of Common Stock representing more than 50% of the voting power of the Common Stock;

(ii) the consummation of (A) any recapitalization, reclassification or change of the Common Stock (other than a change only in par value, from par value to no par value or from no par value to par value, or changes resulting from a subdivision or combination of the Common Stock) as a result of which the Common Stock would be converted into, would be exchanged for or would represent solely the right to receive, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Corporation pursuant to which the Common Stock will be converted into, will be exchanged for or will represent solely the right to receive, stock, other securities, other property or assets; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Corporation and its Subsidiaries, taken as a whole, to any Person other than one or more of the Corporation's Wholly Owned Subsidiaries; or

(iii) the Common Stock (or other Exchange Property) ceases to be listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors);

provided, *however*, that a transaction or transactions described in clause (i) or clause (ii) above shall not constitute a Fundamental Change if at least 90% of the consideration received or to be received by all holders of the Common Stock (excluding cash payments for fractional shares or pursuant to dissenters' appraisal rights) in connection with such transaction or transactions consists of shares of common stock that are listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors), or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions, and as a result of such transaction or transactions the Series B Preferred Stock becomes convertible into or exchangeable for such consideration (and cash in lieu of fractional shares or pursuant to dissenters' appraisal rights).

If any transaction in which the Common Stock is replaced by securities of another entity pursuant to Section 14(e) occurs, following completion of any related Fundamental Change Conversion Period (or, if none, on the effective date of such transaction), references to the Corporation in this definition of "**Fundamental Change**" shall instead be references to such other entity.

"**Fundamental Change Conversion**" shall have the meaning set forth in Section 10(a).

"**Fundamental Change Conversion Date**" shall have the meaning set forth in Section 11(c).

"**Fundamental Change Conversion Period**" shall have the meaning set forth in Section 10(a).

"**Fundamental Change Conversion Rate**" means, for any Fundamental Change Conversion, the conversion rate set forth in the table below for the Effective Date and the Stock Price applicable to such Fundamental Change:

	Stock Price										
Effective Date	**$10.00**	**$20.00**	**$27.25**	**$28.00**	**$30.00**	**$32.70**	**$37.50**	**$45.00**	**$55.00**	**$70.00**	**$100.00**
October 1, 2018	26.4720	29.8600	29.7120	29.6200	29.3320	28.9420	28.4700	28.3480	28.6000	28.9660	29.3820
September 1, 2019	29.5840	32.0480	31.3260	31.1460	30.6100	29.9040	29.1060	29.0280	29.2400	29.4900	29.7720
September 1, 2020	33.0760	34.4220	33.2700	32.9540	31.9740	30.7620	29.7960	29.7680	29.8980	30.0280	30.1700
September 1, 2021	36.6980	36.6980	36.6980	35.7140	33.3340	30.5820	30.5820	30.5820	30.5820	30.5820	30.5820

The exact Stock Price and Effective Date may not be set forth in the table, in which case:

(i) If the Stock Price is between two Stock Prices set forth in the table above, or if the Effective Date is between two Effective Dates set forth in the table above, the Fundamental Change Conversion Rate shall be determined by straight-line interpolation between the Fundamental Change Conversion Rates set forth for the higher and lower Stock Prices and the earlier and later Effective Dates, as applicable, based on a 365- or 366-day year, as applicable.

(ii) If the Stock Price is in excess of $100.00 per share (subject to adjustment in the same manner as adjustments are made to the Stock Prices in the column headings in the table above in accordance with the provisions of Section 14(c)(iv)), then the Fundamental Change Conversion Rate shall be the Minimum Conversion Rate, subject to adjustment as set forth herein.

(iii) If the Stock Price is less than $10.00 per share (subject to adjustment in the same manner as adjustments are made to the Stock Prices in the column headings in the table above in accordance with the provisions of Section 14(c)(iv)), then the Fundamental Change Conversion Rate shall be the Maximum Conversion Rate, subject to adjustment as set forth herein.

The Stock Prices in the column headings in the table above are subject to adjustment in accordance with the provisions of Section 14(c)(iv). The Fundamental Change Conversion Rates set forth in the table above are each subject to adjustment in the same manner and at the same time as each Fixed Conversion Rate as set forth in Section 14.

"**Fundamental Change Dividend Make-Whole Amount**" shall have the meaning set forth in Section 10(a).

"**Fundamental Change Early Conversion Right**" shall have the meaning set forth in Section 10(a).

"**Fundamental Change Notice**" shall have the meaning set forth in Section 10(b).

"**Funds Available to Pay Dividends**" shall have the meaning set forth in Section 4(a).

"**Holder**" means each person in whose name shares of the Series B Preferred Stock are registered, who shall be treated by the Corporation and the Registrar as the absolute owner of those shares of Series B Preferred Stock for the purpose of making payment and settling conversions and for all other purposes.

"**Initial Dividend Threshold**" means $0.2775 per share, subject to adjustment as set forth in Section 14(a)(v) and Section 14(e).

"**Initial Issue Date**" means October 1, 2018.

"**Initial Price**" equals $1,000, *divided by* the Maximum Conversion Rate, rounded to the nearest $0.0001, which quotient is initially equal to $27.2494 per share of Common Stock.

"**Junior Stock**" shall have the meaning set forth in Section 3(a).

"**Liquidation Preference**" shall have the meaning set forth in Section 1.

"**Make-Whole Dividend Amount**" shall have the meaning set forth in Section 10(a).

"**Mandatory Conversion**" shall have the meaning set forth in Section 8(a).

"**Mandatory Conversion Additional Conversion Amount**" shall have the meaning set forth in Section 8(c).

"**Mandatory Conversion Date**" means the second Business Day immediately following the last Trading Day of the Final Averaging Period.

"**Mandatory Conversion Rate**" shall have the meaning set forth in Section 8(b).

"**Market Disruption Event**" means (a) a failure by the primary U.S. national or regional securities exchange or market on which the Common Stock is listed or admitted for trading to open for trading during its regular trading session or (b) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

"**Maximum Conversion Rate**" shall have the meaning set forth in Section 8(b)(iii).

"**Merger Agreement**" means the Agreement and Plan of Merger, dated April 21, 2018, among the Corporation, Vectren and Merger Sub, providing for the Vectren Merger.

"**Merger Sub**" means Pacer Merger Sub, Inc., an Indiana corporation and wholly owned subsidiary of the Corporation.

"**Minimum Conversion Rate**" shall have the meaning set forth in Section 8(b)(i).

"**Nonpayment**" shall have the meaning set forth in Section 7(b)(i).

"**Nonpayment Remedy**" shall have the meaning set forth in Section 7(b)(ii).

"**Officer**" means the Chief Executive Officer, the Chief Financial Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Treasurer or the Secretary of the Corporation.

"**Officer's Certificate**" means a certificate of the Corporation, signed by any duly authorized Officer of the Corporation.

"**open of business**" means 9:00 a.m., New York City time.

"**Parity Stock**" shall have the meaning set forth in Section 3(b).

"**Person**" means any individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"**Preferred Stock**" shall have the meaning set forth in the caption.

"**Preferred Stock Directors**" shall have the meaning set forth in Section 7(b)(i).

"**Pricing Committee**" shall have the meaning set forth in the caption.

"**Prospectus**" means the prospectus dated September 24, 2018, file number 333-215833, relating to securities, including the Series B Preferred Stock and the Depositary Shares, to be issued from time to time by the Corporation.

"**Prospectus Supplement**" means the preliminary prospectus supplement dated September 24, 2018, as further supplemented and/or amended by the related pricing term sheet dated September 25, 2018, relating to the offering and sale of the Series B Preferred Stock and the Depositary Shares.

"**Record Date**" means, with respect to any Dividend Payment Date, the February 15, May 15, August 15 or November 15, as the case may be, immediately preceding the applicable March 1, June 1, September 1 or December 1 Dividend Payment Date, respectively. These Record Dates shall apply regardless of whether a particular Record Date is a Business Day.

"**Record Holder**" means, with respect to any Dividend Payment Date, a Holder of record of the Series B Preferred Stock as such Holder appears on the stock register of the Corporation at the close of business on the related Record Date.

"**Reference Amount**" means the sum of the following amounts:

(i) a number of shares of Common Stock equal to the Acquisition Termination Conversion Rate, *plus*

(ii) cash in an amount equal to the Acquisition Termination Dividend Amount;

provided that the Corporation may pay cash in lieu of all or any portion of the shares of Common Stock set forth in clause (i) above, and the Corporation may deliver shares of Common Stock in lieu of all or any portion of the cash amount set forth in clause (ii) above, in each case, as set forth in Section 6.

"**Registrar**" shall initially mean Broadridge Corporate Issuer Solutions, Inc., the Corporation's duly appointed registrar for the Series B Preferred Stock, and any successor appointed under Section 15.

"**Reorganization Common Stock**" shall have the meaning set forth in Section 14(e).

"**Reorganization Event**" shall have the meaning set forth in Section 14(e).

"**Reorganization Valuation Percentage**" for any Reorganization Event shall be equal to (x) the Average VWAP (determined as if references to "Common Stock" in the definition of "VWAP" were references to the "Reorganization Common Stock" for such Reorganization Event) of one share of Reorganization Common Stock over the five consecutive Trading Day period immediately preceding, but excluding, the effective date of the Reorganization Event, *divided by* (y) the Average VWAP of one share of Common Stock over such period.

"**Resolution**" shall have the meaning set forth in the resolutions first set forth herein.

"**Scheduled Acquisition Termination Redemption Date**" means the date specified by the Corporation in its notice of an Acquisition Termination Redemption that is not less than 30 Scheduled Trading Days nor more than 60 calendar days following the date on which the Corporation provides such notice of an Acquisition Termination Redemption to the Holders; *provided* that such date must be a Business Day.

"**Scheduled Trading Day**" means any day that is scheduled to be a Trading Day.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Senior Stock**" shall have the meaning set forth in Section 3(c).

"**Series A Preferred Stock**" means the Corporation's Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock.

"**Series B Preferred Stock**" shall have the meaning set forth in Section 1.

"**Shelf Registration Statement**" means a shelf registration statement filed with the Securities and Exchange Commission in connection with the issuance of or resales of shares of Common Stock issued as payment of a dividend, including dividends paid in connection with a conversion, or as payment of any portion of the Acquisition Termination Redemption Amount.

"**Spin-Off**" means a distribution by the Corporation to all or substantially all holders of Common Stock consisting of capital stock of, or similar equity interests in, or relating to, a Subsidiary or other business unit of the Corporation that are, or, when issued, will be, listed or admitted for trading on a U.S. national securities exchange.

"**Stock Price**" means, for any Fundamental Change, (i) if all holders of Common Stock receive only cash in exchange for their Common Stock in a Fundamental Change described in clause (ii)(A) or (ii)(B) of the definition of "Fundamental Change," the amount of cash paid in such Fundamental Change per share of Common Stock, and (ii) in all other cases, the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date of such Fundamental Change.

"**Subsidiary**" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person.

"**Threshold Appreciation Price**" means $1,000, *divided by* the Minimum Conversion Rate, rounded to the nearest $0.0001, which quotient is initially equal to $32.6990 per share of Common Stock.

"**Trading Day**" means a day on which (x) there is no Market Disruption Event and (y) trading in the Common Stock generally occurs on The New York Stock Exchange or, if the Common Stock is not then listed on The New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Common Stock is then listed or admitted for trading, except that if the Common Stock is not so listed or admitted for trading, "**Trading Day**" means a Business Day.

"**Transfer Agent**" shall initially mean Broadridge Corporate Issuer Solutions, Inc., the Corporation's duly appointed transfer agent for the Series B Preferred Stock, and any successor appointed under Section 15.

"**Trigger Event**" shall have the meaning set forth in Section 14(a)(iv).

"**Underwriters**" means Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, Citigroup Global Markets Inc., Wells Fargo Securities, LLC and the other Underwriters named in Schedule I to the Underwriting Agreement.

"**Underwriting Agreement**" means the Underwriting Agreement relating to the Series B Preferred Stock and the Depositary Shares, dated September 25, 2018, among the Corporation and the Underwriters.

"**Unit of Exchange Property**" shall have the meaning set forth in Section 14(e).

"**Vectren**" means Vectren Corporation, an Indiana corporation.

"**Vectren Merger**" means the merger of Pacer Merger Sub with and into Vectren pursuant to the Merger Agreement, with Vectren continuing as the surviving corporation and becoming a wholly owned subsidiary of the Corporation.

"**Voting Preferred Stock**" means any other class or series of Parity Stock upon which voting rights like those set forth in Section 7 have been conferred and are exercisable.

"**VWAP**" per share of Common Stock on any Trading Day means the per share volume-weighted average price as displayed on Bloomberg page "CNP <Equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from 9:30 a.m. to 4:00 p.m., New York City time, on such Trading Day; or, if such price is not available, "**VWAP**" means the market value per share of Common Stock on such Trading Day as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

"**Wholly Owned Subsidiary**" means, with respect to any Person, any Subsidiary of such Person, except that, solely for purposes of this definition, the reference to "more than 50%" in the definition of "Subsidiary" shall be deemed replaced by a reference to "100%".

SECTION 3. *Ranking.* The shares of Series B Preferred Stock shall rank, with respect to the payment of dividends and distributions upon the liquidation of the Corporation, dissolution of the Corporation and winding-up of the Corporation's affairs:

(a) senior to the Common Stock and to each other class or series of the Corporation's capital stock established after the Initial Issue Date that is expressly made subordinated to the Series B Preferred Stock as to the payment of dividends or amounts payable on a liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs (the "**Junior Stock**");

(b) on a parity with the Series A Preferred Stock and any class or series of the Corporation's capital stock established after the Initial Issue Date that is not expressly made senior or subordinated to the Series B Preferred Stock as to the payment of dividends and amounts payable on a liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs (the "**Parity Stock**"); and

(c) junior to any class or series of the Corporation's capital stock established after the Initial Issue Date that is expressly made senior to the Series B Preferred Stock as to the payment of dividends or amounts payable on a liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs (the "**Senior Stock**").

SECTION 4. *Dividends.* (a) *Rate*. Subject to the rights of holders of any class or series of the Corporation's capital stock ranking senior to the Series B Preferred Stock with respect to dividends, Holders shall be entitled to receive, when, as and if declared by the Board of Directors (or an authorized committee thereof) out of the Corporation's surplus (the amount by which the Corporation's net assets exceed its stated capital, as such terms are defined under the Texas Business Organizations Code) (the "**Funds Available to Pay Dividends**"), cumulative dividends at the rate per annum of 7.00% on the Liquidation Preference per share of Series B Preferred Stock (equivalent to $70.00 per annum per share (the "**Dividend Amount**")), payable in cash, by delivery of shares of Common Stock or through any combination of cash and shares of Common Stock, as determined by the Corporation in its sole discretion (subject to the limitations described below). Declared dividends on the Series B Preferred Stock shall be payable quarterly on each Dividend Payment Date at such annual rate, and dividends shall accumulate from the most recent date as to which dividends shall have been paid or, if no dividends have been paid, from the Initial Issue Date, whether or not in any Dividend Period or Dividend Periods there were Funds Available to Pay Dividends.

Declared dividends shall be payable on the relevant Dividend Payment Date to Record Holders as of the close of business on the immediately preceding Record Date, whether or not such Record Holders convert their shares of Series B Preferred Stock, or such shares are automatically converted, after such Record Date and on or prior to the immediately succeeding Dividend Payment Date. If a Dividend Payment Date is not a Business Day, payment shall be made on the next succeeding Business Day, without any interest, dividends or other payment in lieu of interest accruing with respect to this delay.

The amount of dividends payable on each share of Series B Preferred Stock for each full Dividend Period (after the initial Dividend Period) shall be computed by *dividing* the annual dividend rate by four. Dividends payable on the Series B Preferred Stock for the initial Dividend Period and any partial Dividend Period shall be computed based upon the actual number of days elapsed during such period over a 360-day year (consisting of twelve 30-day months). Accumulated dividends shall not bear interest if they are paid subsequent to the applicable Dividend Payment Date.

No dividend shall be declared or paid upon, or any sum of cash or number of shares of Common Stock set apart for the payment of dividends upon, any outstanding share of Series B Preferred Stock with respect to any Dividend Period unless all dividends for all preceding Dividend Periods have been declared and paid upon, or a sufficient sum of cash or number of shares of Common Stock have been set apart for the payment of such dividends upon, all outstanding shares of Series B Preferred Stock.

Holders shall not be entitled to any dividends on the Series B Preferred Stock, whether payable in cash, property or shares of Common Stock, in excess of full cumulative dividends.

If the Board of Directors (or a duly authorized committee thereof) does not declare a dividend (or declares less than full dividends) payable in respect of any Dividend Period, such dividend (or any portion of such dividend not declared) shall accumulate and an amount equal to such accumulated dividend (or such undeclared portion thereof) shall become payable out of funds legally available therefor upon the liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs (or earlier conversion or redemption of such shares of Series B Preferred Stock), to the extent not paid prior to such liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs or earlier conversion or redemption. No interest or any sum of money instead of interest shall be payable on any dividend payment that may be in arrears on the Series B Preferred Stock.

Except as described in this Section 4(a), dividends on any share of Series B Preferred Stock converted to Common Stock shall cease to accumulate on the Mandatory Conversion Date, the Fundamental Change Conversion Date or the Early Conversion Date (each, a "**Conversion Date**"), as applicable.

(b) *Priority of Dividends*. (i) The Corporation shall not declare or pay, or set aside for payment, full dividends on the Series B Preferred Stock or any Parity Stock for any Dividend Period unless full cumulative dividends have been paid or provided for on the Series B Preferred Stock and any Parity Stock through the most recently completed Dividend Period for each such security. To the extent dividends will not be paid in full on the Series B Preferred Stock, the Corporation shall take appropriate action to ensure that all dividends declared and paid upon the Series B Preferred Stock and any Parity Stock shall be reduced, declared and paid on a *pro rata* basis on their respective liquidation preferences.

(ii) The Corporation will not declare, or pay or set aside for payment, dividends on any Junior Stock (other than a dividend payable solely in Junior Stock) unless full cumulative dividends have been or contemporaneously are being paid on all outstanding shares of Series B Preferred Stock and any Parity Stock through the most recently completed respective dividend periods.

(iii) In addition, unless full cumulative dividends have been or contemporaneously are being paid or provided for on all outstanding shares of Series B Preferred Stock and any Parity Stock through the most recently completed respective dividend periods, the Corporation may not repurchase, redeem or otherwise acquire, in whole or in part, any shares of Series B Preferred Stock or Parity Stock, except for the exchange or conversion of Parity Stock pursuant to the conversion or exchange

provisions thereof for or into other Parity Stock (with the same or lesser aggregate liquidation amount) or Junior Stock and the payment of cash in lieu of fractional shares. Further, the Corporation may not redeem, repurchase or otherwise acquire shares of Common Stock or any other Junior Stock (other than (w) as a result of a reclassification of Junior Stock for or into other Junior Stock, (x) the exchange or conversion of one share of Junior Stock for or into another share of Junior Stock, (y) purchases, redemptions or other acquisitions of shares of Junior Stock in connection with any dividend reinvestment plan or shareholder stock purchase plan or any employment contract, benefit plan or other similar arrangement with or for the benefit of employees, officers, directors or consultants and (z) the purchase of fractional interests in shares of Junior Stock pursuant to the conversion or exchange provisions of such securities or the security being converted or exchanged) unless full cumulative dividends have been or contemporaneously are being paid or provided for on all outstanding shares of Series B Preferred Stock and any Parity Stock through the most recently completed respective dividend periods.

(iv) Subject to the foregoing, and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors (or an authorized committee thereof) may be declared and paid on any securities, including the Common Stock and other Junior Stock, from time to time out of Funds Available to Pay Dividends, and Holders shall not be entitled to participate in any such dividends.

(c) *Method of Payment of Dividends*. (i) Subject to the limitations described below, any declared dividend (or any portion of any declared dividend) on the Series B Preferred Stock, whether or not for a current Dividend Period or any prior Dividend Period, may be paid by the Corporation, as determined in the sole discretion of the Corporation:

(A) by paying cash;

(B) by delivering shares of Common Stock (or, as set forth herein, Units of Exchange Property); or

(C) through any combination of paying cash and delivering shares of Common Stock (or, as set forth herein, Units of Exchange Property).

(ii) Each payment of a declared dividend on the Series B Preferred Stock shall be made in cash, except to the extent the Corporation elects to make all or any portion of such payment by delivering shares of Common Stock. The Corporation shall give notice to Holders of any such election, and the portion of such payment that will be made by paying cash and the portion that will be made by delivering Common Stock, on the earlier of the date that the Corporation declares such dividend and the tenth Scheduled Trading Day immediately preceding the Dividend Payment Date for such dividend.

(iii) Any shares of Common Stock issued in payment or partial payment of a declared dividend shall be valued for such purpose at the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the second Trading Day immediately preceding the applicable Dividend Payment Date (the "**Five-Day Average Price**"), *multiplied by* 97%.

(d) No fractional shares of Common Stock shall be delivered by the Corporation to Holders in payment or partial payment of a dividend. A cash adjustment (computed to the nearest cent) shall instead be paid by the Corporation to each Holder that would otherwise be entitled to receive a fraction of a share of Common Stock based on the Five-Day Average Price.

(e) Notwithstanding the foregoing, in no event shall the number of shares of Common Stock to be delivered in respect of any declared dividend exceed a number equal to the total dividend payment, *divided by* $9.5373, subject to adjustment in a manner inversely proportional to any anti-dilution adjustment to each Fixed Conversion Rate as set forth in Section 14 (such dollar amount, as adjusted from time to time, the "**Floor Price**"). To the extent that the amount of any declared dividend as to which the Corporation has elected to deliver shares of Common Stock in lieu of paying cash exceeds the product of the number of shares of Common Stock delivered in connection with such declared dividend and 97% of the Five-Day Average Price, the Corporation shall, if it is legally able to do so, notwithstanding any notice by the Corporation to the contrary, pay such excess amount in cash (computed to the nearest cent).

(f) To the extent that the Corporation, in its reasonable judgment, determines that a Shelf Registration Statement is required in connection with the issuance of, or for resales of, shares of Common Stock issued as payment of a dividend, including dividends paid in connection with a conversion, the Corporation shall, to the extent such a Shelf Registration Statement is not currently filed and effective, use its commercially reasonable efforts to file and maintain the effectiveness of such a Shelf Registration Statement until the earlier of such time as all such shares of Common Stock have been resold thereunder and such time as all such shares are freely tradable without registration by holders thereof that are not affiliates of the Corporation and were not affiliates of the Corporation in the three months immediately preceding, in each case, for purposes of the Securities Act. To the extent applicable, the Corporation shall also use its commercially reasonable efforts to have such shares of Common Stock qualified or registered under applicable U.S. state securities laws, if required, and approved for listing on The New York Stock Exchange (or if the Common Stock is not then listed on The New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed).

SECTION 5. *Liquidation, Dissolution or Winding-Up.* (a) Upon any liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs, whether voluntary or involuntary, Holders shall be entitled to receive out of assets of the Corporation available for distribution to shareholders, after satisfaction of liabilities to creditors, if any, and subject to the rights of holders of Senior Stock and Parity Stock in respect of distributions upon liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs, and before any distribution of assets is made to holders of Junior Stock, a liquidating distribution in an amount per share equal to the Liquidation Preference. Any accumulated and unpaid dividends on the Series B Preferred Stock and Parity Stock shall be paid prior to any distributions in liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs.

(b) If, upon any liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs, whether voluntary or involuntary, the amounts payable with respect to the liquidation preference or an amount equal to accumulated and unpaid dividends of the Series B Preferred Stock and all Parity Stock, as the case may be, are not paid in full, the holders of the Series B Preferred Stock and any Parity Stock shall share equally and ratably in any distribution of the Corporation's assets in proportion to the respective liquidation preferences or amounts equal to accumulated and unpaid dividends, as applicable, to which they are entitled.

(c) In connection with any liquidation of the Corporation, dissolution of the Corporation or a winding-up of the Corporation's affairs, after payment of the full amount of the Liquidation Preference and an amount equal to accumulated and unpaid dividends to which they are entitled, the Holders as such shall have no right or claim to any of the Corporation's remaining assets.

(d) Neither the sale of all or substantially all of the Corporation's assets or business (other than in connection with the liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs), nor the Corporation's merger or consolidation into or with any other Person, shall be deemed to be the voluntary or involuntary liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs.

SECTION 6. *Acquisition Termination Redemption.* (a) Within ten Business Days following the earlier of (i) the date on which an Acquisition Termination Event occurs and (ii) the close of business on April 21, 2019, if the Vectren Merger has not closed at or prior to such time on such date, the Corporation shall be entitled, but not required, in the sole discretion of the Corporation, to mail or deliver a notice of an Acquisition Termination Redemption to the Holders (*provided* that, if the shares of Series B Preferred Stock are held in book-entry form through The Depository Trust Company, the Corporation may give such notice in respect of such shares in any manner permitted by The Depository Trust Company). If the Corporation provides such notice of an Acquisition Termination Redemption to the Holders, then, on the Acquisition Termination Redemption Date, the Corporation shall be required to redeem the Series B Preferred Stock, in whole but not in part, at a redemption amount per share of Series B Preferred Stock equal to the Acquisition Termination Redemption Amount.

(b) If the Acquisition Termination Share Price exceeds the Initial Price and therefore the Acquisition Termination Redemption Amount is equal to the Reference Amount, the Corporation may elect to pay cash (computed to the nearest cent) in lieu of delivering all or any portion of the number of shares of Common Stock equal to the Acquisition Termination Conversion Rate comprising a portion of the Reference Amount. If the Corporation makes such an election, it shall pay cash (computed to the nearest cent) in an amount equal to such number of shares of Common Stock in respect of which it has made such election *multiplied by* the Acquisition Termination Market Value.

(c) If the Acquisition Termination Share Price exceeds the Initial Price and therefore the Acquisition Termination Redemption Amount is equal to the Reference Amount, the Corporation may elect to deliver shares of Common Stock in lieu of paying cash for some or all of the Acquisition Termination Dividend Amount comprising a portion of the Reference Amount.

If the Corporation makes such an election, it shall deliver a number of shares of Common Stock equal to such portion of the Acquisition Termination Dividend Amount in respect of which it has made such election, *divided by* the greater of (i) the Floor Price and (ii) 97% of the Acquisition Termination Market Value; *provided* that, if the portion of the Acquisition Termination Dividend Amount as to which the Corporation has elected to deliver shares of Common Stock in lieu of paying cash exceeds the product of the number of shares of Common Stock delivered in respect of such portion of the Acquisition Termination Dividend Amount, *multiplied by* 97% of the Acquisition Termination Market Value, the Corporation shall, if it is legally able to do so, pay such excess amount in cash (computed to the nearest cent).

(d) The notice of an Acquisition Termination Redemption shall specify, among other things:

(i) the Acquisition Termination Redemption Amount (assuming for such purpose that the "Acquisition Termination Redemption Date" is the Scheduled Acquisition Termination Redemption Date);

(ii) if the Acquisition Termination Share Price exceeds the Initial Price, the number of shares of Common Stock and the amount of cash comprising the Reference Amount per share of Series B Preferred Stock (before giving effect to any election to pay or deliver, as the case may be, with respect to each share of Series B Preferred Stock, cash in lieu of a number of shares of Common Stock equal to the Acquisition Termination Conversion Rate or shares of Common Stock in lieu of cash in respect of the Acquisition Termination Dividend Amount);

(iii) if applicable, whether the Corporation will pay cash in lieu of delivering all or any portion of the number of shares of Common Stock equal to the Acquisition Termination Conversion Rate comprising a portion of the Reference Amount (specifying, if applicable, the number of such shares of Common Stock in respect of which cash will be paid);

(iv) if applicable, whether the Corporation will deliver shares of Common Stock in lieu of paying cash in respect of all or any portion of the Acquisition Termination Dividend Amount comprising a portion of the Reference Amount (specifying, if applicable, the amount of the Acquisition Termination Dividend Amount in respect of which shares of Common Stock will be delivered); and

(v) the Scheduled Acquisition Termination Redemption Date.

(e) If any portion of the Acquisition Termination Redemption Amount is to be paid by delivering shares of Common Stock, no fractional shares of Common Stock shall be delivered to the Holders. The Corporation shall instead pay a cash amount (computed to the nearest cent) to each Holder that would otherwise be entitled to a fraction of a share of Common Stock based on the Acquisition Termination Share Price. If more than one share of Series B Preferred Stock is to be redeemed from a Holder, the number of shares of Common Stock issuable to such Holder in connection with the payment of the Reference Amount shall be computed on the basis of the aggregate number of shares of Series B Preferred Stock so redeemed.

(f) All cash payments to which a Holder is entitled in connection with an Acquisition Termination Redemption shall be rounded to the nearest cent.

(g) To the extent that the Corporation, in its reasonable judgment, determines that a Shelf Registration Statement is required in connection with the issuance of, or for resales of, shares of Common Stock issued as payment of any portion of the Acquisition Termination Redemption Amount, the Corporation shall, to the extent such a Shelf Registration Statement is not currently filed and effective, use its commercially reasonable efforts to file and maintain the effectiveness of such a Shelf Registration Statement until the earlier of such time as all such shares of Common Stock have been resold thereunder and such time as all such shares are freely tradable without registration by holders thereof that are not affiliates of the Corporation and were not affiliates of the Corporation in the three months immediately preceding, in each case, for purposes of the Securities Act. To the extent applicable, the Corporation shall also use its commercially reasonable efforts to have such shares of Common Stock qualified or registered under applicable U.S. state securities laws, if required, and approved for listing on The New York Stock Exchange (or if the Common Stock is not then listed on The New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Stock is then listed).

(h) Other than pursuant to the Acquisition Termination Redemption provisions set forth in this Section 6, the Series B Preferred Stock shall not be subject to any redemption, sinking fund or other similar provisions.

SECTION 7. *Voting Rights.*

(a) *General*. Except as provided below or as expressly required by Texas law, the Holders shall not have any voting, consent or approval rights.

(b) *Right to Elect Two Directors Upon Nonpayment.*

(i) Whenever dividends on any shares of Series B Preferred Stock, or any other Voting Preferred Stock, have not been declared and paid for the equivalent of six or more Dividend Periods (including, for the avoidance of doubt, the Dividend Period beginning on, and including, the Initial Issue Date and ending on, but excluding, December 1, 2018), whether or not for consecutive Dividend Periods (a "**Nonpayment**"), the Holders, voting together as a single class with holders of any and all other series of Voting Preferred Stock then outstanding, shall be entitled at the Corporation's next annual or special meeting of shareholders as provided below to vote for the election of a total of two additional members of the Board of Directors (the "**Preferred Stock Directors**"); *provided* that the election of any such directors will not cause the Corporation to violate the corporate governance requirements of The New York Stock Exchange (or any other exchange or automated quotation system on which the Corporation's securities may be listed or quoted) that requires listed or quoted companies to have a majority of independent directors; and *provided further* that the Board of Directors shall at no time include more than two Preferred Stock Directors. In the event of a Nonpayment, the number of directors then constituting the Board of Directors shall be increased by two, and the new directors shall be elected at a special meeting of

shareholders called by the Board of Directors at the request of the holders of record of at least 20% of the shares of Series B Preferred Stock or of any other series of Voting Preferred Stock (*provided* that if such request is received less than 90 calendar days before the date fixed for the next annual or special meeting of the shareholders, such election shall be held at such next annual or special meeting of shareholders), and at each subsequent annual meeting, so long as the Holders continue to have such voting rights. Whether a plurality, majority or other portion of the Series B Preferred Stock and any other Voting Preferred Stock have been voted in favor of any matter shall be determined by reference to the respective liquidation preference amounts of the Series B Preferred Stock and such other Voting Preferred Stock voted. Any request to call a special meeting for the initial election of the Preferred Stock Directors after a Nonpayment shall be made by written notice, signed by the requisite Holders or holders of such other Voting Preferred Stock, and delivered to the Secretary of the Corporation in such manner as provided for in the Articles of Incorporation, or as may otherwise be required by law.

(ii) If and when all accumulated and unpaid dividends on the Series B Preferred Stock have been paid in full, or declared and a sum sufficient for such payment shall have been set aside (a "**Nonpayment Remedy**"), the Holders shall immediately and, without any further action by the Corporation, be divested of the voting rights described in this Section 7(b), subject to the revesting of such rights in the event of each subsequent Nonpayment. If such voting rights for the Holders and all other holders of Voting Preferred Stock shall have terminated, the term of office of each Preferred Stock Director so elected shall terminate at such time and the number of directors on the Board of Directors shall automatically decrease by two.

(iii) Any Preferred Stock Director may be removed at any time without cause by the holders of record of a majority of the outstanding shares of the Series B Preferred Stock and any Voting Preferred Stock then outstanding (voting together as a single class) when they have the voting rights described in this Section 7(b). In the event that a Nonpayment shall have occurred and there shall not have been a Nonpayment Remedy, any vacancy in the office of a Preferred Stock Director (other than prior to the initial election of Preferred Stock Directors after a Nonpayment) may be filled by the written consent of the Preferred Stock Director remaining in office or, if none remains in office, by a vote of the holders of record of a majority of the outstanding shares of the Series B Preferred Stock and any other shares of Voting Preferred Stock then outstanding (voting together as a single class) when they have the voting rights described in this Section 7(b); *provided* that the filling of each vacancy shall not cause the Corporation to violate the corporate governance requirements of The New York Stock Exchange (or any other exchange or automated quotation system on which the Corporation's securities may be listed or quoted) that requires listed or quoted companies to have a majority of independent directors. Any such vote of Holders and any Voting Preferred Stock to remove, or to fill a vacancy in the office of, a Preferred Stock Director may be taken only at a special meeting of shareholders of the Corporation, called by the Board of Directors at the request of the holders of record of at least 20% of the shares of Series B Preferred Stock or of any other series of Voting Preferred Stock (*provided* that if such request is received less than 90 calendar days before the date fixed for the next annual or special meeting of the shareholders of the Corporation, such election shall be held at such next annual or special meeting of shareholders of the Corporation).

(iv) The Preferred Stock Directors shall each be entitled to one vote per director on any matter that comes before the Board of Directors for a vote.

(v) Each Preferred Stock Director elected at any special meeting of shareholders of the Corporation or by written consent of the other Preferred Stock Director shall hold office until the next annual meeting of the shareholders of the Corporation if such office shall not have previously terminated and such Preferred Stock Director shall not have been removed from such office, in each case, as above provided.

(c) *Adverse Changes; Issuances of Senior Stock.*

(i) So long as any shares of Series B Preferred Stock are outstanding, in addition to any other vote or consent of shareholders required by law or by the Articles of Incorporation, the affirmative vote or consent of the Holders of at least 66 2/3% of the outstanding shares of Series B Preferred Stock, voting as a single class, at the time outstanding and entitled to vote thereon, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary to adopt an amendment to the Articles of Incorporation or this Resolution that would have an adverse effect on the existing powers, preferences, rights, qualifications, limitations and restrictions of the Series B Preferred Stock, except that any amendment to the Articles of Incorporation or to this Resolution (x) relating to the issuance or any increase in authorization of additional shares of Preferred Stock (subject to the voting rights regarding the issuance of Senior Stock in Section 7(c)(ii) below) or (y) in connection with a merger or another transaction in which either (A) the Corporation is the surviving entity and the Series B Preferred Stock remains outstanding or (B) the Series B Preferred Stock is exchanged for a series of preferred stock of the surviving entity, in either case, with the terms thereof unchanged in any respect materially adverse to the Holders, will be deemed not to adversely affect the powers, preferences, rights, qualifications, limitations and restrictions of the Series B Preferred Stock.

(ii) So long as any shares of Series B Preferred Stock are outstanding, the affirmative vote or consent of the Holders of at least 66 2/3% of the outstanding shares of Series B Preferred Stock, at the time outstanding and entitled to vote thereon, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, voting together as a single class with holders of any and all other series of Voting Preferred Stock then outstanding, shall be necessary to create or issue any Senior Stock.

(d) *Other Voting Matters*.

(i) On any matter described in Section 7(b) and Section 7(c) above in which the Holders are entitled to vote separately as a class, such Holders will be entitled to one vote per share. Any shares of Series B Preferred Stock or any other Voting Preferred Stock, in each case, held by any of the Corporation’s affiliates shall not be entitled to vote.

(ii) With respect to shares of Series B Preferred Stock that are held for a Person's account by another Person (such as a broker, dealer, bank, trust company or clearing corporation, or an agent of any of the foregoing), in whose name such shares are registered, such other Person will, in exercising the voting rights in respect of such shares of Series B Preferred Stock on any matter, and unless the arrangement between such Persons provides otherwise, vote such Series B Preferred Stock in favor of, and at the direction of, the Person who is the beneficial owner, and the Corporation will be entitled to assume it is so acting without further inquiry.

(e) *Change for Clarification*. Without the consent of the Holders, the Corporation may amend, alter, supplement or repeal any terms of the Series B Preferred Stock by amending, altering, supplementing or repealing the Articles of Incorporation, this Resolution or any certificate representing the Series B Preferred Stock for the following purposes:

(i) to cure any ambiguity, omission, inconsistency or mistake in any such agreement or instrument;

(ii) to make any provision with respect to matters or questions relating to the Series B Preferred Stock that is not inconsistent with the provisions of this Resolution for the Series B Preferred Stock and that does not adversely affect the rights of any Holder; or

(iii) to make any other change that does not adversely affect the rights of any Holder (other than any Holder that consents to such change).

In addition, without the consent of the Holders, the Corporation may amend, alter, supplement or repeal any terms of the Series B Preferred Stock to conform the terms of the Series B Preferred Stock to the description thereof in the Prospectus as supplemented and/or amended by the "Description of Our Series B Preferred Stock" section of the Prospectus Supplement.

(f) Prior to the close of business on the applicable Conversion Date, the shares of Common Stock issuable upon conversion of the Series B Preferred Stock shall not be deemed to be outstanding and Holders shall have no voting rights with respect to such shares of Common Stock by virtue of holding the Series B Preferred Stock, including the right to vote on any amendment to the Articles of Incorporation or this Resolution that would adversely affect the rights of holders of the Common Stock.

(g) The number of votes that each share of Series B Preferred Stock and any Voting Preferred Stock participating in the votes described in this Section 7 shall have and shall be in proportion to the liquidation preference of such share.

(h) *Procedures for Voting and Consents*. The rules and procedures for calling and conducting any meeting of the Holders (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other procedural aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Articles of Incorporation, the Bylaws, applicable law and the rules of any national securities exchange or other trading facility on which the Series B Preferred Stock is listed or traded at the time.

SECTION 8. *Mandatory Conversion on the Mandatory Conversion Date.* (a) Each outstanding share of Series B Preferred Stock shall automatically convert (unless previously redeemed in accordance with Section 6 or converted at the option of the Holder in accordance with Section 9 or pursuant to an exercise of a Fundamental Change Early Conversion Right pursuant to Section 10) on the Mandatory Conversion Date ("**Mandatory Conversion**") into a number of shares of Common Stock equal to the Mandatory Conversion Rate.

(b) The "**Mandatory Conversion Rate**" shall, subject to adjustment in accordance with Section 8(c), be as follows:

(i) if the Applicable Market Value is greater than the Threshold Appreciation Price, then the Mandatory Conversion Rate shall be equal to 30.5820 shares of Common Stock per share of Series B Preferred Stock (the "**Minimum Conversion Rate**");

(ii) if the Applicable Market Value is less than or equal to the Threshold Appreciation Price but equal to or greater than the Initial Price, then the Mandatory Conversion Rate per share of Series B Preferred Stock shall be equal to $1,000, *divided by* the Applicable Market Value, rounded to the nearest ten-thousandth of a share of Common Stock; or

(iii) if the Applicable Market Value is less than the Initial Price, then the Mandatory Conversion Rate shall be equal to 36.6980 shares of Common Stock per share of Series B Preferred Stock (the "**Maximum Conversion Rate**");

provided that the Fixed Conversion Rates, the Threshold Appreciation Price, the Initial Price and the Applicable Market Value are each subject to adjustment in accordance with the provisions of Section 14.

(c) If on or prior to August 15, 2021, the Corporation has not declared all or any portion of the accumulated and unpaid dividends on the Series B Preferred Stock through September 1, 2021, the Mandatory Conversion Rate shall be adjusted so that Holders receive an additional number of shares of Common Stock equal to the amount of accumulated and unpaid dividends that have not been declared ("**Mandatory Conversion Additional Conversion Amount**"), *divided by* the greater of (i) the Floor Price and (ii) 97% of the Five-Day Average Price. To the extent that the Mandatory Conversion Additional Conversion Amount exceeds the product of such number of additional shares and 97% of the Five-Day Average Price, the Corporation shall, if the Corporation is legally able to do so, pay such excess amount in cash (computed to the nearest cent) *pro rata* to the Holders.

SECTION 9. *Early Conversion at the Option of the Holder.* (a) Other than during a Fundamental Change Conversion Period, and unless the Corporation has redeemed the Series B Preferred Stock in accordance with Section 6, the Holders shall have the right to convert their shares of Series B Preferred Stock, in whole or in part (but in no event less than one share of Series B Preferred Stock), at any time prior to September 1, 2021 ("**Early Conversion**"), into shares of Common Stock at the Minimum Conversion Rate, subject to adjustment as described in Section 14 and to satisfaction of the conversion procedures set forth in Section 11.

(b) If as of any Early Conversion Date relating to an Early Conversion, the Corporation has not declared all or any portion of the accumulated and unpaid dividends for all full Dividend Periods ending on the Dividend Payment Date prior to such Early Conversion Date, the Minimum Conversion Rate shall be adjusted, with respect to the relevant Early Conversion, so that the converting Holder receives an additional number of shares of Common Stock equal to the amount of accumulated and unpaid dividends that have not been declared for such full Dividend Periods (the "**Early Conversion Additional Conversion Amount**"), *divided by* the greater of (i) the Floor Price and (ii) the Average VWAP per share of the Common Stock over the 20 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding such Early Conversion Date (such average being referred to as the "**Early Conversion Average Price**"). To the extent that the Early Conversion Additional Conversion Amount exceeds the product of such number of additional shares and the Early Conversion Average Price, the Corporation will not have any obligation to pay the shortfall in cash. Except as described in the first sentence of this Section 9(b), upon any Early Conversion of any shares of the Series B Preferred Stock, the Corporation shall make no payment or allowance for unpaid dividends on such shares of the Series B Preferred Stock, unless the Early Conversion Date occurs after the Record Date for a declared dividend and on or prior to the immediately succeeding Dividend Payment Date, in which case the Corporation shall pay such dividend on such Dividend Payment Date to the Record Holder of the converted shares as of such Record Date, in accordance with Section 4.

SECTION 10. *Fundamental Change Conversion.* (a) If a Fundamental Change occurs on or prior to September 1, 2021, the Holders shall have the right (the "**Fundamental Change Early Conversion Right**") to (i) convert their shares of Series B Preferred Stock, in whole or in part (but in no event less than one share of Series B Preferred Stock) (any such conversion pursuant to this Section 10(a) being a "**Fundamental Change Conversion**"), at any time during the period (the "**Fundamental Change Conversion Period**") that begins on, and includes, the effective date of such Fundamental Change (the "**Effective Date**") and ends at the close of business on the date that is 20 calendar days after such Effective Date (or, if later, the date that is 20 calendar days after Holders receive notice of such Fundamental Change, but in no event later than September 1, 2021) into a number of shares of Common Stock (or into Units of Exchange Property in accordance with Section 14(e)) equal to the Fundamental Change Conversion Rate per share of Series B Preferred Stock, (ii) with respect to such converted shares of Series B Preferred Stock, receive an amount equal to the present value, calculated using a discount rate of 4.08% per annum, of all dividend payments on such shares (excluding any Accumulated Dividend Amount) for all the remaining full Dividend Periods and for the partial Dividend Period from, and including, such Effective Date to, but excluding, the next Dividend Payment Date (the "**Fundamental Change Dividend Make-Whole Amount**"); and (iii) with respect to such converted shares of Series B Preferred Stock, to the extent that, as of such Effective Date, there is any Accumulated Dividend Amount, receive payment of the Accumulated Dividend Amount (the amounts described in clauses (ii) and (iii), collectively, the "**Make-Whole Dividend Amount**"), in the case of clauses (ii) and (iii), subject to the Corporation's right to deliver shares of Common Stock in lieu of all or part of such amounts as set forth in clause (d)

below; *provided* that if such Effective Date or the relevant Fundamental Change Conversion Date falls after the Record Date for a declared dividend and prior to the next Dividend Payment Date, the Corporation shall pay such dividend on such Dividend Payment Date to the Record Holders as of such Record Date, in accordance with Section 4, such dividend shall not be included in the Accumulated Dividend Amount, and the Fundamental Change Dividend Make-Whole Amount shall not include the present value of the payment of such dividend.

(b) The Corporation shall provide written notice (a "**Fundamental Change Notice**") to Holders of the Effective Date of a Fundamental Change no later than the second Business Day following such Effective Date. The Fundamental Change Notice shall state:

(i) the event causing the Fundamental Change;

(ii) the anticipated Effective Date or actual Effective Date, as the case may be;

(iii) that Holders shall have the right to effect a Fundamental Change Conversion in connection with such Fundamental Change during the Fundamental Change Conversion Period;

(iv) the Fundamental Change Conversion Period; and

(v) the instructions a Holder must follow to effect a Fundamental Change Conversion in connection with such Fundamental Change.

(c) Not later than the second Business Day following the Effective Date of a Fundamental Change, the Corporation shall notify (which notice may be contained in the same notice as the Fundamental Change Notice) Holders of:

(i) the Fundamental Change Conversion Rate;

(ii) the Fundamental Change Dividend Make-Whole Amount and whether the Corporation will pay such amount, or any portion thereof, by delivering shares of Common Stock and, if applicable, the portion of such amount that will be paid by delivering shares of Common Stock; and

(iii) the Accumulated Dividend Amount and whether the Corporation will pay such amount, or any portion thereof, by delivering shares of Common Stock and, if applicable, the portion of such amount that will be paid by delivering shares of Common Stock.

(d) (i) For any shares of Series B Preferred Stock that are converted during the Fundamental Change Conversion Period, subject to the limitations described below, the Corporation may pay the Make-Whole Dividend Amount, determined in the Corporation's sole discretion:

(A) by paying cash;

(B) by delivering shares of Common Stock; or

(C) through any combination of paying cash and delivering shares of Common Stock.

(ii) The Corporation shall pay the Make-Whole Dividend Amount in cash, except to the extent the Corporation elects on or prior to the Business Day following the Effective Date of a Fundamental Change to make all or any portion of such payments by delivering shares of Common Stock. If the Corporation elects to make any such payment, or any portion thereof, by delivering shares of Common Stock, such shares shall be valued for such purpose at the greater of (i) the Floor Price and (ii) 97% of the applicable Stock Price.

(iii) No fractional shares of Common Stock shall be delivered by the Corporation to converting Holders in respect of the Make-Whole Dividend Amount. A cash adjustment (computed to the nearest cent) shall instead be paid by the Corporation to each converting Holder that would otherwise be entitled to receive a fraction of a share of Common Stock based on the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the relevant Conversion Date.

(iv) Notwithstanding the foregoing, with respect to any Fundamental Change Conversion, in no event shall the number of shares of Common Stock that the Corporation delivers in lieu of paying all or any portion of the Make-Whole Dividend Amount in cash exceed a number equal to the portion of the Make-Whole Dividend Amount to be paid by the delivery of Common Stock, *divided by* the greater of (i) the Floor Price and (ii) 97% of the applicable Stock Price. To the extent that the portion of the Make-Whole Dividend Amount as to which the Corporation has elected to deliver shares of Common Stock in lieu of paying cash exceeds the product of the number of shares of Common Stock delivered in respect of such portion of the Make-Whole Dividend Amount and 97% of the applicable Stock Price, the Corporation shall, if the Corporation is legally able to do so, notwithstanding any notice by the Corporation to the contrary, pay such excess amount in cash (computed to the nearest cent).

(v) If the Corporation is prohibited from paying or delivering, as the case may be, the Make-Whole Dividend Amount (whether in cash or in shares of Common Stock), in whole or in part, due to limitations of applicable Texas law, the Fundamental Change Conversion Rate shall instead be increased by a number of shares of Common Stock equal to the cash amount of the aggregate unpaid and undelivered Make-Whole Dividend Amount, *divided by* the greater of (i) the Floor Price and (ii) 97% of the Stock Price for the relevant Fundamental Change. In such case, to the extent that the cash amount of the aggregate unpaid and undelivered Make-Whole Dividend Amount exceeds the product of such number of additional shares of Common Stock and 97% of the Stock Price for the relevant Fundamental Change, the Corporation shall not have any obligation to pay the shortfall in cash.

SECTION 11. *Conversion Procedures.* (a) Pursuant to Section 8, on the Mandatory Conversion Date, any outstanding shares of Series B Preferred Stock shall automatically convert into shares of Common Stock. The Person or Persons entitled to receive the shares of Common Stock issuable upon Mandatory Conversion shall be treated as the record holder(s) of such shares of Common Stock as of the close of business on the Mandatory Conversion Date. Except as provided under Section 14(a)(vii), Section 14(c)(iii) and Section 14(c)(v), prior to the close of business on the Mandatory Conversion Date, the shares of Common Stock issuable upon Mandatory Conversion of the Series B Preferred Stock shall not be deemed to be outstanding for any purpose and Holders shall have no rights with respect to such shares of Common Stock, including voting rights, rights to respond to tender offers and rights to receive any dividends or other distributions on the Common Stock, by virtue of holding the Series B Preferred Stock.

(b) To effect an Early Conversion pursuant to Section 9, a Holder must:

(i) complete and manually sign the conversion notice on the back of the Series B Preferred Stock certificate or a facsimile of such conversion notice;

(ii) deliver the completed conversion notice and the certificated shares of Series B Preferred Stock to be converted to the Conversion and Dividend Disbursing Agent;

(iii) if required, furnish appropriate endorsements and transfer documents; and

(iv) if required, pay all applicable taxes or duties, if any.

Notwithstanding the foregoing, to effect an Early Conversion pursuant to Section 9 of shares of Series B Preferred Stock held in global form, the Holder must, in lieu of the foregoing, comply with the applicable procedures of The Depository Trust Company (or any other depositary for the shares of Series B Preferred Stock held in global form appointed by the Corporation).

The Early Conversion shall be effective on the date on which a Holder has satisfied the foregoing requirements, to the extent applicable ("**Early Conversion Date**"). A Holder shall not be required to pay any taxes or duties relating to the issuance or delivery of Common Stock if such Holder exercises its Early Conversion rights, but such Holder shall be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of Common Stock in a name other than the name of such Holder. A certificate representing the shares of Common Stock issuable upon Early Conversion shall be issued and delivered to the converting Holder, together with payment by the Corporation to the converting Holder of any cash to which the converting Holder is entitled, on the later of the second Business Day immediately succeeding the Early Conversion Date and the Business Day after the Holder has paid in full all applicable taxes and duties, if any.

The Person or Persons entitled to receive the shares of Common Stock issuable upon Early Conversion shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the close of business on the applicable Early Conversion Date. Except as set forth in Section 14(a)(vii), Section 14(c)(iii) and Section 14(c)(v), prior to the close of business on such applicable Early Conversion Date, the shares of Common Stock issuable upon Early Conversion of any shares of Series B Preferred Stock shall not be deemed to be outstanding for any purpose, and Holders shall have no rights with respect to such shares of Common Stock (including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding the Series B Preferred Stock.

In the event that an Early Conversion is effected with respect to shares of Series B Preferred Stock representing less than all the shares of Series B Preferred Stock held by a Holder, upon such Early Conversion the Corporation shall execute and instruct the Registrar and Transfer Agent to countersign and deliver to the Holder thereof, at the expense of the Corporation, a certificate evidencing the shares of Series B Preferred Stock as to which Early Conversion was not effected.

(c) To effect a Fundamental Change Conversion pursuant to Section 10, a Holder must:

(i) complete and manually sign the conversion notice on the back of the Series B Preferred Stock certificate or a facsimile of such conversion notice;

(ii) deliver the completed conversion notice and the certificated shares of Series B Preferred Stock to be converted to the Conversion and Dividend Disbursing Agent;

(iii) if required, furnish appropriate endorsements and transfer documents; and

(iv) if required, pay all applicable taxes or duties, if any.

Notwithstanding the foregoing, to effect a Fundamental Change Conversion pursuant to Section 10 of shares of Series B Preferred Stock held in global form, the Holder must, in lieu of the foregoing, comply with the applicable procedures of The Depository Trust Company (or any other depositary for the shares of Series B Preferred Stock held in global form appointed by the Corporation).

The Fundamental Change Conversion shall be effective on the date on which a Holder has satisfied the foregoing requirements, to the extent applicable (the "**Fundamental Change Conversion Date**"). A Holder shall not be required to pay any taxes or duties relating to the issuance or delivery of Common Stock if such Holder exercises its Fundamental Change Conversion rights, but such Holder shall be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of Common Stock in a name other than the name of such Holder. A certificate representing the shares of Common Stock issuable upon Fundamental Change Conversion shall be issued and delivered to the converting Holder, together with payment by the Corporation to the converting Holder of any cash to which the converting Holder is entitled, on the later of the second Business Day immediately succeeding the Fundamental Change Conversion Date and the Business Day after the Holder has paid in full all applicable taxes and duties, if any.

The Person or Persons entitled to receive the shares of Common Stock issuable upon such Fundamental Change Conversion shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the close of business on the applicable Fundamental Change Conversion Date. Except as set forth in Section 14(a)(vii), Section 14(c)(iii) and Section 14(c)(v), prior to the close of business on such applicable Fundamental Change Conversion Date,

the shares of Common Stock issuable upon Fundamental Change Conversion of any shares of Series B Preferred Stock shall not be deemed to be outstanding for any purpose, and Holders shall have no rights with respect to such shares of Common Stock (including voting rights, rights to respond to tender offers for the Common Stock and rights to receive any dividends or other distributions on the Common Stock) by virtue of holding the Series B Preferred Stock.

In the event that a Fundamental Change Conversion is effected with respect to shares of Series B Preferred Stock representing less than all the shares of Series B Preferred Stock held by a Holder, upon such Fundamental Change Conversion the Corporation shall execute and instruct the Registrar and Transfer Agent to countersign and deliver to the Holder thereof, at the expense of the Corporation, a certificate evidencing the shares of Series B Preferred Stock as to which Fundamental Change Conversion was not effected.

(d) In the event that a Holder shall not by written notice designate the name in which shares of Common Stock to be issued upon conversion of such Series B Preferred Stock should be registered or, if applicable, the address to which the certificate or certificates representing such shares of Common Stock should be sent, the Corporation shall be entitled to register such shares, and make such payment, in the name of the Holder as shown on the records of the Corporation and, if applicable, to send the certificate or certificates representing such shares of Common Stock to the address of such Holder shown on the records of the Corporation.

(e) Shares of Series B Preferred Stock shall cease to be outstanding on the applicable Conversion Date, subject to the right of Holders of such shares to receive shares of Common Stock issuable upon conversion of such shares of Series B Preferred Stock and other amounts and shares of Common Stock, if any, to which they are entitled pursuant to Sections 8, 9 or 10, as applicable and, if the applicable Conversion Date occurs after the Record Date for a declared dividend and prior to the immediately succeeding Dividend Payment Date, subject to the right of the Record Holders of such shares on such Record Date to receive payment of the full amount of such declared dividend on such Dividend Payment Date pursuant to Section 4.

SECTION 12. *Reservation of Common Stock.*

(a) The Corporation shall at all times reserve and keep available out of its authorized and unissued Common Stock or shares of Common Stock held in the treasury of the Corporation, solely for issuance upon the conversion of shares of Series B Preferred Stock as herein provided, free from any preemptive or other similar rights, a number of shares of Common Stock equal to the maximum number of shares of Common Stock issuable upon conversion of all shares of Series B Preferred Stock (including, for the avoidance of doubt, the maximum number of shares of Common Stock issuable in respect of any accumulated and unpaid dividends, equal to the maximum Additional Conversion Amount hereunder, *divided by* the Floor Price). For purposes of this Section 12(a), the number of shares of Common Stock that shall be issuable upon the conversion of all outstanding shares of Series B Preferred Stock shall be computed as if at the time of computation all such outstanding shares were held by a single Holder.

(b) Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion or redemption of shares of Series B Preferred Stock or as payment of any dividend on such shares of Series B Preferred Stock, as herein provided, shares of Common Stock reacquired and held in the treasury of the Corporation (in lieu of the issuance of authorized and unissued shares of Common Stock), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances.

(c) All shares of Common Stock delivered upon conversion or redemption of, or as payment of a dividend on, the Series B Preferred Stock shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests and other encumbrances and free of preemptive or other similar rights.

(d) Prior to the delivery of any securities that the Corporation shall be obligated to deliver upon conversion or redemption of, or as payment of a dividend on, the Series B Preferred Stock, the Corporation shall comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(e) The Corporation hereby covenants and agrees that, if at any time the Common Stock shall be listed on The New York Stock Exchange or any other national securities exchange or automated quotation system, the Corporation shall, if permitted by the rules of such exchange or automated quotation system, list and use its commercially reasonable efforts to keep listed, so long as the Common Stock shall be so listed on such exchange or automated quotation system, all Common Stock issuable upon conversion or redemption of, or issuable in respect of the payment of dividends, the Accumulated Dividend Amount or the Fundamental Change Dividend Make-Whole Amount on, the Series B Preferred Stock; *provided*, *however*, that if the rules of such exchange or automated quotation system permit the Corporation to defer the listing of such Common Stock until the earliest of (x) the first conversion of Series B Preferred Stock into Common Stock in accordance with the provisions hereof, (y) the first payment of any dividends, any Accumulated Dividend Amount or any Fundamental Change Dividend Make-Whole Amount on the Series B Preferred Stock and (z) the Acquisition Termination Redemption Date, the Corporation covenants to list such Common Stock issuable upon the earliest of (1) the first conversion of the Series B Preferred Stock, (2) the first payment of any dividends, any Accumulated Dividend Amount or any Fundamental Change Dividend Make-Whole Amount on the Series B Preferred Stock and (3) the Acquisition Termination Redemption Date in accordance with the requirements of such exchange or automated quotation system at such time.

SECTION 13. *Fractional Shares.*

(a) No fractional shares of Common Stock shall be issued as a result of any conversion of shares of Series B Preferred Stock.

(b) In lieu of any fractional share of Common Stock otherwise issuable in respect of the aggregate number of shares of Series B Preferred Stock that are converted on the Mandatory Conversion Date pursuant to Section 8 or at the option of the Holder pursuant to Section 9 or Section 10, the Corporation shall pay an amount in cash (computed to the nearest cent) equal to the product of (i) that same fraction and (ii) the Average VWAP per share of the Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Mandatory Conversion Date, Fundamental Change Conversion Date or Early Conversion Date, as applicable.

(c) If more than one share of the Series B Preferred Stock is surrendered for conversion at one time by or for the same Holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series B Preferred Stock so surrendered.

SECTION 14. *Anti-Dilution Adjustments to the Fixed Conversion Rates.* (a) Each Fixed Conversion Rate shall be subject to the following adjustments:

(i) *Stock Dividends and Distributions*. If the Corporation issues shares of Common Stock to all or substantially all holders of Common Stock as a dividend or other distribution, each Fixed Conversion Rate in effect at the close of business on the date fixed for determination of the holders of Common Stock entitled to receive such dividend or other distribution shall be *multiplied by* a fraction:

(A) the numerator of which is the sum of (i) the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and (ii) the total number of shares of Common Stock constituting such dividend or other distribution, and

(B) the denominator of which is the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination.

Any increase made pursuant to this clause (i) shall become effective immediately after the close of business on the date fixed for such determination. If any dividend or distribution described in this clause (i) is declared but not so paid or made, each Fixed Conversion Rate shall be decreased, effective as of the date the Board of Directors (or an authorized committee thereof) publicly announces its decision not to make such dividend or distribution, to such Fixed Conversion Rate that would be in effect if such dividend or distribution had not been declared. For the purposes of this clause (i), the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination shall not include shares held in treasury by the Corporation but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Corporation shall not pay any dividend or make any distribution on shares of Common Stock held in treasury by the Corporation.

(ii) *Issuance of Stock Purchase Rights*. If the Corporation issues to all or substantially all holders of Common Stock rights, options or warrants entitling such holders, for a period of up to 45 calendar days from the date of issuance of such rights, options or warrants, to subscribe for or purchase shares of Common Stock at a price per share less than the Current Market Price of the Common Stock, each Fixed Conversion Rate in effect at the close of business on the date fixed for determination of the holders of Common Stock entitled to receive such rights, options or warrants shall be increased by multiplying such Fixed Conversion Rate by a fraction:

(A) the numerator of which is the sum of (i) the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and (ii) the number of shares of Common Stock issuable pursuant to such rights, options or warrants, and

(B) the denominator of which shall be the sum of (i) the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and (ii) the number of shares of Common Stock equal to the quotient of the aggregate offering price payable to exercise such rights, options or warrants, *divided by* the Current Market Price of the Common Stock.

Any increase made pursuant to this clause (ii) shall become effective immediately after the close of business on the date fixed for such determination. In the event that such rights, options or warrants described in this clause (ii) are not so issued, each Fixed Conversion Rate shall be decreased, effective as of the date the Board of Directors (or an authorized committee thereof) publicly announces its decision not to issue such rights, options or warrants, to such Fixed Conversion Rate that would then be in effect if such issuance had not been declared. To the extent that such rights, options or warrants are not exercised prior to their expiration or shares of Common Stock are otherwise not delivered pursuant to such rights, options or warrants upon the exercise of such rights, options or warrants, each Fixed Conversion Rate shall be decreased to such Fixed Conversion Rate that would then be in effect had the increase made upon the issuance of such rights, options or warrants been made on the basis of the delivery of only the number of shares of Common Stock actually delivered. In determining whether any rights, options or warrants entitle the holders thereof to subscribe for or purchase shares of Common Stock at less than the Current Market Price of the Common Stock, and in determining the aggregate offering price payable for such shares of Common Stock, there shall be taken into account any consideration received by the Corporation for such rights, options or warrants and the amount payable to the Corporation upon exercise or conversion thereof, the value of such consideration (if other than cash) to be determined in good faith by the Board of Directors (or an authorized committee thereof). For the purposes of this clause (ii), the number of shares of Common Stock at the time outstanding shall not include shares held in treasury by the Corporation but shall include any shares issuable in respect of any scrip certificates issued in lieu of fractions of shares of Common Stock. The Corporation shall not issue any such rights, options or warrants in respect of shares of Common Stock held in treasury by the Corporation.

(iii) *Subdivisions and Combinations of the Common Stock*. If outstanding shares of Common Stock shall be subdivided into a greater number of shares of Common Stock or combined into a lesser number of shares of Common Stock, each Fixed Conversion Rate in effect at the open of business on the effective date of such subdivision or combination shall be *multiplied by* a fraction:

(A) the numerator of which is the number of shares of Common Stock that would be outstanding immediately after, and solely as a result of, such subdivision or combination, and

(B) the denominator of which is the number of shares of Common Stock outstanding immediately prior to such subdivision or combination.

Any adjustment made pursuant to this clause (iii) shall become effective immediately after the open of business on the effective date of such subdivision or combination.

(iv) *Debt or Asset Distribution*. (A) If the Corporation distributes to all or substantially all holders of Common Stock evidences of its indebtedness, shares of capital stock, securities, rights, options or warrants to acquire the Corporation's capital stock, cash or other assets (excluding (1) any dividend or distribution as to which an adjustment was effected under Section 14(a)(i) (or will be so effected in accordance with Section 14(c)(i)), (2) any issuance of rights, options or warrants described in Section 14(a)(ii), (3) any dividend or distribution of solely cash to all or substantially all holders of Common Stock as to which the provisions set forth in Section 14(a)(v) shall apply and (4) any Spin-Off as to which the provisions set forth in Section 14(a)(iv)(B) shall apply) (any such evidences of indebtedness, shares of capital stock, securities, rights, options or warrants to acquire the Corporation's capital stock, cash or other assets, the "**Distributed Property**"), each Fixed Conversion Rate in effect at the close of business on the date fixed for the determination of holders of Common Stock entitled to receive such distribution shall be *multiplied by* a fraction:

(1) the numerator of which is the Current Market Price of the Common Stock, and

(2) the denominator of which is the Current Market Price of the Common Stock *minus* the Fair Market Value, on such date fixed for determination, of the portion of the Distributed Property so distributed applicable to one share of Common Stock.

Any increase made pursuant to this Section 14(a)(iv)(A) shall become effective immediately after the close of business on the date fixed for such determination. In the event that such distribution described in this Section 14(a)(iv)(A) is not so made, each Fixed Conversion Rate shall be decreased, effective as of the date the Board of Directors (or an authorized committee thereof) publicly announces its decision not to make such distribution, to such Fixed Conversion Rate that would then be in effect if such distribution had not been declared.

(B) In the case of a Spin-Off, each Fixed Conversion Rate in effect at the close of business on the date fixed for the determination of holders of Common Stock entitled to receive such distribution shall be *multiplied by* a fraction:

(1) the numerator of which is the sum of (x) the Current Market Price of the Common Stock and (y) the Current Market Price of the number of shares of capital stock or similar equity interests so distributed that is applicable to one share of Common Stock as of the tenth Trading Day after the Ex-Date for such distribution, and

(2) the denominator of which is the Current Market Price of the Common Stock.

Any increase made pursuant to this Section 14(a)(iv)(B) shall be made immediately following the determination of the Current Market Price of the Common Stock, but shall become retroactively effective immediately after the close of business on the date fixed for the determination of the holders of the Common Stock entitled to receive such distribution. In the event that such distribution described in this Section 14(a)(iv)(B) is not so made, each Fixed Conversion Rate shall be decreased, effective as of the date the Board of Directors (or an authorized committee thereof) publicly announces its decision not to make such distribution, to such Fixed Conversion Rate that would then be in effect if such distribution had not been declared. If an adjustment to each Fixed Conversion Rate is required under this Section 14(a)(iv)(B) during the Final Averaging Period, delivery of the shares of Common Stock issuable upon conversion will be delayed to the extent necessary in order to complete the calculations provided for in this Section 14(a)(iv)(B). If an Early Conversion Date or a Fundamental Change Early Conversion Date occurs during the ten consecutive Trading Day period over which the Current Market Price of the Common Stock is determined for purposes of this Section 14(a)(iv)(B), then such period shall instead be deemed to be such lesser number of Trading Days as have elapsed between the Ex-Date of such Spin-Off and such Early Conversion Date or Fundamental Change Conversion Date, as applicable.

For purposes of this clause (iv) (and subject in all respects to clause (viii)), rights, options or warrants distributed by the Corporation to all or substantially all holders of its Common Stock entitling them to subscribe for or purchase shares of the Corporation's capital stock, including Common Stock (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such shares of the Common Stock; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Stock, shall be deemed not to have been distributed for purposes of this clause (iv) (and no adjustment to the Fixed Conversion Rates under this clause (iv) shall be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Fixed Conversion Rates shall be made under this clause (iv). If any such rights, options or warrants, including any such existing rights, options or warrants distributed prior to the Initial Issue Date, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and the date fixed for the determination of the holders of Common Stock entitled to receive such distribution with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Fixed Conversion Rates under this clause (iv) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Fixed Conversion Rates shall be readjusted as if such rights, options or warrants had not been issued and (y) the Fixed Conversion Rates shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case

may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Stock with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Stock as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Fixed Conversion Rates shall be readjusted as if such rights, options or warrants had not been issued.

For purposes of clause (i), clause (ii) and this clause (iv), if there is any dividend or distribution to which this clause (iv) is applicable and concurrently there is also one or both of:

(A) a dividend or distribution of shares of Common Stock to which clause (i) is applicable (the "**Clause I Distribution**"); or

(B) an issuance of rights, options or warrants to which clause (ii) is applicable (the "**Clause II Distribution**"),

then (1) such dividend or distribution, other than the Clause I Distribution, if any, and the Clause II Distribution, if any, shall be deemed to be a dividend or distribution to which this clause (iv) is applicable (the "**Clause IV Distribution**") and any Fixed Conversion Rate adjustment required by this clause (iv) with respect to such Clause IV Distribution shall then be made, and (2) the Clause I Distribution, if any, and Clause II Distribution, if any, shall be deemed to immediately follow the Clause IV Distribution and any Fixed Conversion Rate adjustment required by clause (i) and clause (ii) with respect thereto shall then be made, except that, if determined by the Corporation (I) the date fixed for determination of the holders of Common Stock entitled to receive any Clause I Distribution or Clause II Distribution shall be deemed to be the date fixed for the determination of holders of Common Stock entitled to receive the Clause IV Distribution and (II) any shares of Common Stock included in any Clause I Distribution or Clause II Distribution shall be deemed not to be "outstanding at the close of business on the date fixed for such determination" within the meaning of clauses (i) and (ii).

(v) *Cash Dividends and Distributions*. If the Corporation makes a dividend or distribution consisting exclusively of cash to all or substantially all holders of Common Stock (excluding (1) any regular, quarterly cash dividend that does not exceed the Initial Dividend Threshold, (2) any cash that is distributed in exchange for, or upon conversion of, the Common Stock in a Reorganization Event (as described in Section 14(e)), (3) any dividend or distribution in connection with the liquidation of the Corporation, dissolution of the Corporation or winding-up of the Corporation's affairs and (4) any consideration payable as part of a tender or exchange offer described in Section 14(a)(vi)), each Fixed Conversion Rate in effect at the close of business on the date fixed for determination of the holders of Common Stock entitled to receive such dividend or distribution shall be *multiplied by* a fraction:

(A) the numerator of which is the Current Market Price of the Common Stock, *minus* the Initial Dividend Threshold (*provided* that if the dividend or distribution is not a regular, quarterly cash dividend, the Initial Dividend Threshold shall be deemed to be zero), and

(B) the denominator of which is the Current Market Price of the Common Stock *minus* the amount per share of Common Stock of such dividend or distribution.

The Initial Dividend Threshold is subject to adjustment on an inversely proportional basis whenever the Fixed Conversion Rates are adjusted as provided in Sections 14(a); *provided* that no adjustment shall be made to the Initial Dividend Threshold for any adjustment made to the Fixed Conversion Rates pursuant to this Section 14(a)(v).

Any increase made pursuant to this clause (v) shall become effective immediately after the close of business on the date fixed for the determination of the holders of Common Stock entitled to receive such dividend or distribution. In the event that any dividend or distribution described in this clause (v) is not so made, each Fixed Conversion Rate shall be decreased, effective as of the date the Board of Directors (or an authorized committee thereof) publicly announces its decision not to make such dividend or distribution, to such Fixed Conversion Rate which would then be in effect if such dividend or distribution had not been declared.

(vi) *Self-Tender Offers and Exchange Offers*. If the Corporation or any Subsidiary of the Corporation successfully completes a tender or exchange offer pursuant to a Schedule TO or registration statement on Form S-4 for the Common Stock (but, for the avoidance of doubt, excluding any securities convertible or exchangeable for Common Stock), where the cash and the value of any other consideration included in the payment per share of Common Stock exceeds the Current Market Price of the Common Stock, each Fixed Conversion Rate in effect at the close of business on the date of expiration of the tender or exchange offer (the "**Expiration Date**") shall be *multiplied by* a fraction:

(A) the numerator of which shall be equal to the sum of:

(1) the aggregate cash and Fair Market Value on the Expiration Date of any other consideration paid or payable for shares of Common Stock purchased in such tender or exchange offer; and

(2) the product of (x) the Current Market Price of the Common Stock and (y) the number of shares of Common Stock outstanding immediately after such tender or exchange offer expires (after giving effect to the purchase or exchange of shares of Common Stock pursuant to such tender or exchange offer); and

(B) the denominator of which shall be equal to the product of (1) the Current Market Price of the Common Stock and (2) the number of shares of Common Stock outstanding immediately prior to the time such tender or exchange offer expires (without giving effect to the purchase or exchange of shares of Common Stock pursuant to such tender or exchange offer).

Any increase made pursuant to this clause (vi) shall be made immediately following the determination of the Current Market Price of the Common Stock, but shall become retroactively effective immediately after the open of business on the Trading Day immediately following the Expiration Date. In the event that the Corporation or one of its Subsidiaries is obligated to purchase shares of Common Stock pursuant to any such tender offer or exchange offer, but the Corporation or such Subsidiary is permanently prevented by applicable law from effecting any such purchases, or all such purchases are rescinded, then each Fixed Conversation Rate shall be decreased to be such Fixed Conversion Rate that would then be in effect if such tender offer or exchange offer had not been made. Except as set forth in the preceding sentence, if the application of this clause (vi) to any tender offer or exchange offer would result in a decrease in each Fixed Conversation Rate, no adjustment shall be made for such tender offer or exchange offer under this clause (vi). If an adjustment to each Fixed Conversion Rate is required pursuant to this clause (vi) during the Final Averaging Period, delivery of the related conversion consideration shall be delayed to the extent necessary in order to complete the calculations provided for in this clause (vi). If an Early Conversion Date or a Fundamental Change Conversion Date occurs during the five consecutive Trading Day period over which the Current Market Price of the Common Stock is determined for purposes of this clause (vi), then such period shall instead be deemed to be such lesser number of Trading Days as have elapsed between the Trading Day immediately following the Expiration Date and such Early Conversion Date or Fundamental Change Conversion Date, as applicable.

(vii) In cases where (i) the Fair Market Value of the Distributed Property distributed per share of Common Stock as to which Section 14(a)(iv)(A) applies or (ii) the amount of cash distributed per share of Common Stock as to which Section 14(a)(v) applies, in each case, equals or exceeds the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such distribution, rather than being entitled to an adjustment in each Fixed Conversion Rate, Holders shall be entitled to receive, without converting their Series B Preferred Stock, at the same time and upon the same terms as holders of Common Stock, the kind and amount of the Distributed Property or cash, as the case may be, comprising the distribution that such Holder would have received if such Holder had owned, immediately prior to the record date for determining the holders of Common Stock entitled to receive the distribution, for each share of Series B Preferred Stock, a number of shares of Common Stock equal to the Maximum Conversion Rate in effect on the record date for such distribution.

(viii) *Rights Plans*. To the extent that the Corporation has a rights plan in effect with respect to the Common Stock on any Conversion Date, upon conversion of any shares of Series B Preferred Stock, converting Holders shall receive, in addition to the Common Stock, the rights under such rights plan, unless, prior to such Conversion Date, the rights have separated from the Common Stock, in which case each Fixed Conversion Rate shall be adjusted at the time of separation of such rights as if the Corporation made a distribution to all holders of the Common Stock as described in Section 14(a)(iv)(A), subject to readjustment in the event of the expiration, termination or redemption of such rights. Any distribution of rights, options or warrants pursuant to a rights plan that would allow Holders to receive upon conversion, in addition to any shares of Common Stock, the rights described therein (unless such rights, options or warrants have separated from Common Stock (in which case each Fixed Conversion Rate shall be adjusted at the time

of separation as if the Corporation had made a distribution to all holders of Common Stock as described in Section 14(a)(iv)(A), subject to readjustment in the event of expiration, termination or redemption of such rights)) shall not constitute a distribution of rights, options or warrants that would entitle Holders to an adjustment to the Fixed Conversion Rates.

(b) *Discretionary Adjustments*. The Corporation may make such increases in each Fixed Conversion Rate, in addition to any other increases required by this Section 14, as the Corporation deems advisable if the Board of Directors (or an authorized committee thereof) determines that such increase would be in the Corporation's best interest or in order to avoid or diminish any income tax to holders of the Common Stock resulting from any dividend or distribution of shares of Common Stock (or issuance of rights, options or warrants to acquire shares of Common Stock) or from any event treated as such for income tax purposes or for any other reasons; *provided* that the same proportionate adjustment must be made to each Fixed Conversion Rate.

(c) *Calculation of Adjustments; Adjustments to Threshold Appreciation Price, Initial Price and Floor Price*. (i) All adjustments to each Fixed Conversion Rate shall be calculated to the nearest 1/10,000th of a share of Common Stock. Prior to the first Trading Day of the Final Averaging Period, no adjustment to a Fixed Conversion Rate shall be required unless such adjustment would require an increase or decrease of at least one percent therein. If any adjustment by reason of this Section 14(c)(i) is not required to be made because it would not change the Fixed Conversion Rates by at least one percent, then such adjustment shall be carried forward and taken into account in any subsequent adjustment; *provided* that with respect to adjustments to be made to the Fixed Conversion Rates in connection with cash dividends paid by the Corporation, the Fixed Conversion Rates shall be adjusted regardless of whether such aggregate adjustments amount to one percent or more of the Fixed Conversion Rates no later than September 1 of each calendar year; *provided further* that on (w) the earlier of an Early Conversion Date, a Fundamental Change Conversion Date and the Effective Date of a Fundamental Change, (x) each Trading Day of the Final Averaging Period, (y) the date, if any, on which the Corporation provides notice of an Acquisition Termination Redemption and (z) any Acquisition Termination Redemption Date, adjustments to each Fixed Conversion Rate shall be made with respect to any such adjustment carried forward that has not been taken into account before such date.

(ii) If an adjustment is made to the Fixed Conversion Rates pursuant to Sections 14(a) or 14(b) (x) an inversely proportional adjustment shall also be made to the Threshold Appreciation Price and the Initial Price solely for purposes of determining which of clauses (i), (ii) and (iii) of Section 8(b) shall apply on the Mandatory Conversion Date and (y) an inversely proportional adjustment shall also be made to the Floor Price. Such adjustment shall be made by dividing each of the Threshold Appreciation Price, the Initial Price and the Floor Price by a fraction, the numerator of which shall be the Minimum Conversion Rate immediately after such adjustment pursuant to Sections 14(a) or 14(b) and the denominator of which shall be the Minimum Conversion Rate immediately before such adjustment. Whenever any provision of this Resolution requires the Corporation to calculate the VWAP per share of the Common Stock over a span of multiple days, the Board of Directors (or an authorized committee

thereof) shall make appropriate adjustments (including, without limitation, to the Applicable Market Value, the Early Conversion Average Price, the Stock Price, the Five-Day Average Price, the Acquisition Termination Market Value and the Acquisition Termination Share Price, as the case may be) to account for any adjustments, pursuant to Section 14(a) or 14(b), to the Initial Price, the Threshold Appreciation Price, the Fixed Conversion Rates and the Floor Price, as the case may be, that become effective, or any event that would require such an adjustment if the Ex-Date, effective date or Expiration Date, as the case may be, of such event occurs during the relevant period used to calculate such prices or values, as the case may be.

(iii) If:

(A) the record date for a dividend or distribution on Common Stock occurs after the end of the Final Averaging Period and before the Mandatory Conversion Date; and

(B) such dividend or distribution would have resulted in an adjustment of the number of shares of Common Stock issuable to the Holders had such record date occurred on or before the last Trading Day of the Final Averaging Period,

then the Corporation shall deem the Holders to be holders of record, for each share of their Series B Preferred Stock, of a number of shares of Common Stock equal to the Mandatory Conversion Rate for purposes of that dividend or distribution. In this case, the Holders would receive the dividend or distribution on Common Stock together with the number of shares of Common Stock issuable upon Mandatory Conversion.

(iv) If an adjustment is made to the Fixed Conversion Rates pursuant to Sections 14(a) or 14(b), a proportional adjustment shall be made to each Stock Price column heading set forth in the table included in the definition of “Fundamental Change Conversion Rate” as of the day on which the Fixed Conversion Rates are so adjusted. Such adjustment shall be made by multiplying each Stock Price included in such table, applicable immediately prior to such adjustment, by a fraction, the numerator of which is the Minimum Conversion Rate immediately prior to the adjustment giving rise to such Stock Price adjustment, and the denominator of which is the Minimum Conversion Rate as so adjusted.

(v) Notwithstanding the foregoing, no adjustments to the Fixed Conversion Rates shall be made if Holders may participate (other than in the case of (x) a share subdivision or share combination or (y) a tender or exchange offer), at the same time, upon the same terms and otherwise on the same basis as holders of Common Stock and solely as a result of holding Series B Preferred Stock, in the transaction that would otherwise give rise to such adjustment as if they held, for each share of Series B Preferred Stock, a number of shares of Common Stock equal to the Maximum Conversion Rate then in effect. In addition, the Fixed Conversion Rates shall not be adjusted except as provided in this Section 14. Without limiting the foregoing, the Fixed Conversion Rates shall not be adjusted:

(A) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Corporation’s securities and the investment of additional optional amounts in shares of Common Stock under any plan;

(B) upon the issuance of any shares of Common Stock or rights, options or warrants to purchase those shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Corporation or any of its Subsidiaries;

(C) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security outstanding as of the Initial Issue Date (other than a rights plan as described in Section 14(a)(viii));

(D) for a change solely in the par value of the Common Stock;

(E) for sales of Common Stock for cash, other than in a transaction described in Section 14(a)(ii) or Section 14(a)(iv)(A);

(F) for stock repurchases that are not tender or exchange offers, including pursuant to structured or derivative transactions;

(G) as a result of a third-party tender or exchange offer, other than a tender or exchange offer by one of the Corporation's Subsidiaries as described in Section 14(a)(vi);

(H) for accumulated and unpaid dividends on the Series B Preferred Stock, except as provided in Section 6, Section 8, Section 9 and Section 10; or

(I) upon the payment of any regular, quarterly cash dividend to all or substantially all holders of Common Stock to the extent that the per share amount of such cash dividend does not exceed the Initial Dividend Threshold.

(d) *Notice of Adjustment*. Whenever the Fixed Conversion Rates and the Fundamental Change Conversion Rates set forth in the table in the definition of "Fundamental Change Conversion Rate" are to be adjusted, the Corporation shall:

(i) compute such adjusted Fixed Conversion Rates and Fundamental Change Conversion Rates and prepare and transmit to the Transfer Agent an Officer's Certificate setting forth such adjusted Fixed Conversion Rates and Fundamental Change Conversion Rates, the method of calculation thereof in reasonable detail and the facts requiring such adjustment and upon which such adjustment is based;

(ii) as soon as practicable following the occurrence of an event that requires an adjustment to the Fixed Conversion Rates and the Fundamental Change Conversion Rates, provide, or cause to be provided, a written notice to the Holders of the occurrence of such event;

(iii) following the determination of such adjusted Fixed Conversion Rates and Fundamental Change Conversion Rates provide, or cause to be provided to the Holders, written notice of such adjustment; and

(iv) promptly upon written request by a beneficial owner of the Depositary Shares, a statement setting forth in reasonable detail the method by which the adjustments to the Fixed Conversion Rates and Fundamental Change Conversion Rates were determined and setting forth such adjusted Fixed Conversion Rates and Fundamental Change Conversion Rates.

(e) *Reorganization Events*. In the event of:

(i) any consolidation or merger of the Corporation with or into another Person (other than a merger or consolidation in which the Corporation is the continuing corporation and in which the Common Stock outstanding immediately prior to the merger or consolidation is not exchanged for cash, securities or other property of the Corporation or another Person);

(ii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the consolidated property and assets of the Corporation and its Subsidiaries;

(iii) any reclassification of Common Stock into securities, including securities other than Common Stock; or

(iv) any statutory exchange of securities of the Corporation with another Person (other than in connection with a merger or consolidation),

in each case, as a result of which the Common Stock would be converted into, or exchanged for, securities, cash or other property (each, a "**Reorganization Event**"), each share of Series B Preferred Stock outstanding immediately prior to such Reorganization Event shall, without the consent of the Holders, become convertible into (or redeemable for, in the case of an Acquisition Termination Redemption) the kind of securities, cash and other property that such Holder would have been entitled to receive if such Holder had converted its Series B Preferred Stock into Common Stock immediately prior to such Reorganization Event (such securities, cash and other property, the "**Exchange Property**," with each "**Unit of Exchange Property**" meaning the kind and amount of such Exchange Property that a holder of one share of Common Stock is entitled to receive). For purposes of the foregoing, the type and amount of Exchange Property in the case of any Reorganization Event that causes the Common Stock to be converted into the right to receive more than a single type of consideration (determined based in part upon any form of shareholder election) shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of Common Stock in such Reorganization Event. The Corporation shall notify Holders of such weighted average as soon as practicable after such determination is made. The number of Units of Exchange Property for each share of Series B Preferred Stock converted or redeemed following the effective date of such Reorganization Event shall be determined as if references in Section 6, Section 8, Section 9 and Section 10 to shares of Common Stock were to Units of Exchange Property (without any interest thereon and

without any right to dividends or distributions thereon which have a record date that is prior to the applicable Conversion Date or Acquisition Termination Redemption Date, except as provided in Section 14(a)(vii), Section 14(c)(iii) and Section 14(c)(v)). For the purpose of determining which of clauses (i), (ii) and (iii) of Section 8(b) shall apply upon Mandatory Conversion, and for the purpose of calculating the Mandatory Conversion Rate if clause (ii) of Section 8(b) is applicable, the value of a Unit of Exchange Property shall be determined in good faith by the Board of Directors (or an authorized committee thereof), which determination will be final absent manifest error, except that if a Unit of Exchange Property includes common stock or American Depositary Receipts ("**ADRs**") that are traded on a U.S. national securities exchange, the value of such common stock or ADRs shall be the average over the Final Averaging Period of the volume-weighted average prices for such common stock or ADRs, as displayed on the applicable Bloomberg screen (as determined in good faith by the Board of Directors (or an authorized committee thereof), which determination will be final absent manifest error); or, if such price is not available, the average market value per share of such common stock or ADRs over such period as determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by the Corporation for this purpose.

The Corporation (or any successor thereto) shall, as soon as reasonably practicable (but in any event within 20 calendar days) after the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence and of the kind and amount of cash, securities or other property that constitute a Unit of Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 14(e).

In connection with any Reorganization Event, the Initial Dividend Threshold shall be subject to adjustment as described in clause (A), clause (B) or clause (C) below, as the case may be.

(A) In the case of a Reorganization Event in which the Exchange Property (determined, as appropriate, pursuant to the first paragraph of this Section 14(e) and excluding any dissenters' appraisal rights) is composed entirely of shares of common stock (the "**Reorganization Common Stock**"), the Initial Dividend Threshold at and after the effective time of such Reorganization Event shall be equal to (x) the Initial Dividend Threshold immediately prior to the effective time of such Reorganization Event, *divided by* (y) the number of shares of Reorganization Common Stock that a holder of one share of Common Stock would receive in such Reorganization Event (such quotient rounded down to the nearest $0.0001).

(B) In the case of a Reorganization Event in which the Exchange Property (determined, as appropriate, pursuant to the first paragraph of this Section 14(e) and excluding any dissenters' appraisal rights) is composed in part of shares of Reorganization Common Stock, the Initial Dividend Threshold at and after the effective time of such Reorganization Event shall be equal to (x) the Initial Dividend Threshold immediately prior to the effective time of such Reorganization Event, *multiplied by* (y) the Reorganization Valuation Percentage for such Reorganization Event (such product rounded down to the nearest $0.0001).

(C) For the avoidance of doubt, in the case of a Reorganization Event in which the Exchange Property (determined, as appropriate, pursuant to the first paragraph of this Section 14(e) and excluding any dissenters' appraisal rights) is composed entirely of consideration other than shares of common stock, the Initial Dividend Threshold at and after the effective time of such Reorganization Event shall be equal to zero.

The provisions of this Section 14(e) shall similarly apply to successive Reorganization Events and the provisions of Section 14 shall apply to any share capital of the Corporation (or any successor thereto) received by the holders of Common Stock in any such Reorganization Event.

SECTION 15. *Transfer Agent, Registrar, and Conversion and Dividend Disbursing Agent.* The duly appointed Transfer Agent, Registrar and Conversion and Dividend Disbursing Agent for the Series B Preferred Stock shall be Broadridge Corporate Issuer Solutions, Inc. The Corporation may, in its sole discretion, remove the Transfer Agent, Registrar or Conversion and Dividend Disbursing Agent in accordance with the agreement between the Corporation and the Transfer Agent, Registrar or Conversion and Dividend Disbursing Agent, as the case may be; *provided* that if the Corporation removes Broadridge Corporate Issuer Solutions, Inc., the Corporation shall appoint a successor transfer agent, registrar or conversion and dividend disbursing agent, as the case may be, who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send notice thereof by first-class mail, postage prepaid, to the Holders (*provided* that, if the shares of Series B Preferred Stock are held in book-entry form through The Depository Trust Company or any similar facility, the Corporation may give such notice in respect of such shares in any manner permitted by such facility).

SECTION 16. *Record Holders.* To the fullest extent permitted by applicable law, the Corporation and the Transfer Agent may deem and treat the Holder of any shares of Series B Preferred Stock as the true and lawful owner thereof for all purposes.

SECTION 17. *Notices.* All notices or communications in respect of the Series B Preferred Stock shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or by electronic mail or facsimile, or if given in such other manner as may be permitted in this Resolution, in the Articles of Incorporation or the Bylaws and by applicable law. Notwithstanding the foregoing, if the shares of the Series B Preferred Stock are held in book-entry form through The Depository Trust Company or any similar facility, such notices may also be given to in any manner permitted by such facility.

SECTION 18. *No Preemptive Rights.* The Holders will have no preemptive rights with respect to any shares of the Corporation's capital stock or any of its other securities convertible into or carrying rights or options to purchase or otherwise acquire any such capital stock or any interest therein, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted.

SECTION 19. *Other Rights*. The shares of the Series B Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Articles of Incorporation or as provided by applicable law.

SECTION 20. *Stock Certificates.*

(a) Shares of Series B Preferred Stock shall be represented by stock certificates substantially in the form set forth as Exhibit A hereto.

(b) Stock certificates representing shares of the Series B Preferred Stock shall be signed by (i) the Chairman of the Board of Directors, or the President or a Vice President of the Corporation and (ii) the Secretary or an Assistant Secretary of the Corporation, in accordance with the Bylaws and applicable Texas law, by manual or facsimile signature.

(c) A stock certificate representing shares of the Series B Preferred Stock shall not be valid until manually countersigned by an authorized signatory of the Transfer Agent and Registrar. Each stock certificate representing shares of the Series B Preferred Stock shall be dated the date of its countersignature.

(d) If any Officer of the Corporation who has signed a stock certificate no longer holds that office at the time the Transfer Agent and Registrar countersigns the stock certificate, the stock certificate shall be valid nonetheless.

SECTION 21. *Replacement Certificates*.

(a) If any Series B Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall, at the expense of the Holder, issue, in exchange and in substitution for and upon cancellation of the mutilated Series B Preferred Stock certificate, or in lieu of and substitution for the Series B Preferred Stock certificate lost, stolen or destroyed, a new Series B Preferred Stock certificate of like tenor and representing an equivalent Liquidation Preference of shares of Series B Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Series B Preferred Stock certificate and indemnity, if requested, reasonably satisfactory to the Corporation and the Transfer Agent.

(b) The Corporation is not required to issue any certificate representing the Series B Preferred Stock on or after the Mandatory Conversion Date. In lieu of the delivery of a replacement certificate following the Mandatory Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described above, shall deliver the shares of Common Stock (or, if applicable, Units of Exchange Property) issuable and any cash payable pursuant to the terms of the Series B Preferred Stock formerly evidenced by the certificate.

SECTION 22. *Titles and Headings.* The titles and headings of the sections and subsections of this Resolution have been inserted for convenience of reference only, are not to be considered a part hereof, and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 23. *Miscellaneous.* (a) The Corporation shall pay any and all stock transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of shares of Series B Preferred Stock or shares of Common Stock or other securities issued on account of Series B Preferred Stock pursuant hereto or certificates representing such shares or securities. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of shares of Common Stock or other securities in a name other than that in which the shares of Series B Preferred Stock with respect to which such shares or other securities are issued or delivered were registered, and the Corporation shall not be required to make any such issuance or delivery unless and until the Person otherwise entitled to such issuance or delivery has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid or is not payable.

(b) The Liquidation Preference and the Dividend Amount each shall be subject to equitable adjustment whenever there shall occur a stock split, combination, reclassification or other similar event involving the Series B Preferred Stock. Such adjustments shall be determined in good faith by the Board of Directors (or an authorized committee thereof) and submitted by the Board of Directors (or such authorized committee thereof) to the Transfer Agent.

SECTION 24. *Reacquired Shares.* Any shares of Series B Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock of the Corporation and may be reissued as part of a new class or series of preferred stock of the Corporation subject to the conditions and restrictions on issuance set forth herein, in the Articles of Incorporation, or in any other Resolution creating a class or series of preferred stock or any similar stock or as otherwise required by law.

SECTION 25. *Effective Date.* This Resolution becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: 12:01 a.m. on October 1, 2018.

IN WITNESS WHEREOF, this Resolution is executed on behalf of the Corporation by its Executive Vice President and Chief Financial Officer and attested by its Corporate Secretary this 26th day of September, 2018.

By: /s/ William D. Rogers
William D. Rogers
Executive Vice President and
Chief Financial Officer

Attest: /s/ Vincent A. Mercadi
Vincent A. Mercadi
Corporate Secretary

Exhibit A

[FORM OF FACE OF SERIES B PREFERRED STOCK CERTIFICATE]

Certificate Number R-[__]

Number of Shares of Series B Preferred Stock: [_____]

CUSIP NO. 15189T404
ISIN US15189T4040

Certificate Evidencing Preferred Stock of
CenterPoint Energy, Inc.

7.00% Series B Mandatory Convertible Preferred Stock
(Liquidation Preference $1,000 per share)

CENTERPOINT ENERGY, INC., a Texas corporation (the "**Corporation**"), hereby certifies that [_____] (the "**Holder**"), is the registered owner of [_____] fully paid and non-assessable shares of the 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share (liquidation preference $1,000 per share), of the Corporation (the "**Series B Preferred Stock**").

The designations, preferences, limitations and relative rights of the shares of the Series B Preferred Stock shall have been fixed and determined as set forth in the provisions of the Restated Articles of Incorporation of the Corporation and the Resolution (the "**Resolution**") relating to the Series B Preferred Stock. A copy of the Restated Articles of Incorporation and Resolution will be furnished by the Corporation to any holder of the Series B Preferred Stock without charge upon request directed to the Transfer Agent. This certificate and the shares of Series B Preferred Stock represented hereby shall be held subject to, and each holder of this certificate shall be bound by, all of the provisions of the Restated Articles of Incorporation and Resolution. This certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.

Capitalized terms used herein but not defined shall have the respective meanings set forth in the Resolution. In the case of any conflict between this certificate and the Resolution, the provisions of the Resolution shall control and govern.

Reference is hereby made to the provisions of the Series B Preferred Stock set forth on the reverse hereof and in the Resolution, which provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Corporation has executed this certificate as of the date first written below.

Dated: [_____]

CENTERPOINT ENERGY, INC.

By: _____
Name:
Title:

COUNTERSIGNED AND REGISTERED:

BROADRIDGE CORPORATE
ISSUER SOLUTIONS, INC.,
As Transfer Agent and Registrar

By: _____
Name:
Title:

Cumulative dividends on each share of Series B Preferred Stock shall be payable at the applicable rate provided in the Resolution.

The shares of Series B Preferred Stock shall be convertible and shall be redeemable, in each case, in the manner and accordance with the terms set forth in the Resolution.

The Corporation shall furnish without charge to each Holder upon request directed to the Transfer Agent a summary of the authority of the Board of Directors to determine variations for future series within a class of stock and the designations, limitations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Corporation and the qualifications, limitations or restrictions of such preferences and/or rights.

[FORM OF NOTICE OF CONVERSION]

(To Be Executed by the Holder
in order to Convert the Series B Preferred Stock)

The undersigned hereby irrevocably elects to convert (the "**Conversion**") 7.00% Series B Mandatory Convertible Preferred Stock (the "**Series B Preferred Stock**"), of CenterPoint Energy, Inc. (hereinafter called the "**Corporation**"), represented by stock certificate No(s). R-[__] (the "**Series B Preferred Stock Certificates**"), into common stock, par value $0.01 per share, of the Corporation (the "**Common Stock**"), according to the conditions of the Resolution for the Series B Preferred Stock (the "**Resolution**"), as of the date written below. If Common Stock is to be issued in the name of a person other than the undersigned, the undersigned shall pay all transfer taxes payable with respect thereto, if any. Each Series B Preferred Stock Certificate (or evidence of loss, theft or destruction thereof) is attached hereto.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Resolution.

Date of Conversion: _____

Applicable Conversion Rate: _____

Shares of Series B Preferred Stock to Be Converted: _____

Shares of Common Stock to Be Issued:* _____

Signature: _____

Name: _____

Address:** _____

Fax No.: _____

* The Corporation is not required to issue Common Stock until the original Series B Preferred Stock Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Corporation or the Conversion and Dividend Disbursing Agent.

** Address where Common Stock and any other payments or certificates shall be sent by the Corporation.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned assigns and transfers the shares of Series B Preferred Stock evidenced hereby to:

_____

PLEASE INSERT SOCIAL SECURITY OR TAXPAYER IDENTIFICATION OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

_____

(Please print or type name and address, including postal zip code, of assignee)

hereby irrevocably constituting and appointing:

_____

attorney to transfer the shares of Series B Preferred Stock evidenced hereby on the books of the Registrar, with full power of substitution in the premises.

Dated: _____ Your Signature*: _____

Signature Guaranteed*:

_____

* NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within certificate in every particular, without alteration, enlargement or any change whatever. Such signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Exhibit 4.2

7.00% SERIES B MANDATORY CONVERTIBLE PREFERRED STOCK OF CENTERPOINT ENERGY, INC.

DEPOSIT AGREEMENT

among

CENTERPOINT ENERGY, INC.,

BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC.,
as Depositary,

and

THE HOLDERS FROM TIME TO TIME OF
THE DEPOSITARY RECEIPTS DESCRIBED HEREIN

Dated as of October 1, 2018

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EXHIBIT

THIS DEPOSIT AGREEMENT dated as of October 1, 2018 among (i) CENTERPOINT ENERGY, INC., a Texas corporation (the "**Corporation**"), (ii) BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC., a Pennsylvania corporation, as depositary (the "**Depositary**," as more fully set forth in Section 1.01), and (iii) the Record Holders from time to time of the Receipts described in this Agreement.

RECITALS

WHEREAS, the parties desire to provide, as set forth in this Agreement, for the deposit of shares of the Corporation's 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share, from time to time with the Depositary for the purposes set forth in this Agreement and for the issuance hereunder of Receipts (as defined herein) evidencing Depositary Shares (as defined herein) in respect of the Series B Preferred Stock (as defined herein) so deposited; and

WHEREAS, the Receipts are to be substantially in the form of Exhibit A annexed hereto, with appropriate insertions, modifications and omissions, as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

ARTICLE 1
DEFINED TERMS

Section 1.01. *Definitions.* The following definitions shall for all purposes, unless otherwise indicated, apply to the respective terms (in the singular and plural forms of such terms) used in this Agreement:

"**Accumulated Dividend Amount**" shall have the meaning set forth in the Statement of Resolution.

"**Acquisition Termination Share Price**" shall have the meaning set forth in the Statement of Resolution.

"**Agreement**" shall mean this agreement as originally executed or, if amended or supplemented as provided herein, as so amended or supplemented.

"**Articles of Incorporation**" shall mean the Corporation's Restated Articles of Incorporation, as amended.

"**Average VWAP**" shall have the meaning set forth in the Statement of Resolution.

"**Board of Directors**" shall mean the board of directors of the Corporation or a committee of such board duly authorized to act for it hereunder.

"**Broadridge**" shall mean Broadridge Corporate Issuer Solutions, Inc.

"**Closing Sale Price**" of any security on any date shall mean the closing sale price per share (or if no closing sale price is reported, the average of the bid and ask prices or, if more than one in either case, the average of the average bid and the average ask prices) of such security on that date as reported in composite transactions for the principal U.S. national or regional securities exchange on which such security is traded. If such security is not listed for trading on a U.S. national or regional securities exchange on the relevant date, the "**Closing Sale Price**" shall be the last quoted bid price for such security in the over-the-counter market on the relevant date as reported by OTC Markets Group Inc. or a similar organization. If such security is not so quoted, the "**Closing Sale Price**" shall be the average of the mid-point of the last bid and ask prices for such security on the relevant date from each of at least three nationally recognized independent investment banking firms selected by the Corporation for this purpose.

"**Common Stock**" shall mean the common stock, par value $0.01 per share, of the Corporation, subject to Section 14(e) of the Statement of Resolution.

"**Conversion Date**" shall have the meaning set forth in the Statement of Resolution.

"**Conversion Number**" shall have the meaning set forth in Section 2.11.

"**Corporation**" shall have the meaning set forth in the Preamble of this Agreement and shall include its successors and assigns.

"**Depositary**" shall have the meaning set forth in the Preamble of this Agreement, subject to the provisions of Section 5.04, and shall include its successors and assigns.

"**Depositary Shares**" shall mean the depositary shares, each representing a 1/20th fractional interest in a share of the Series B Preferred Stock and evidenced by a Receipt.

"**Depositary's Agent**" shall mean an agent appointed by the Depositary pursuant to Section 5.01.

"**Depositary's Office**" shall mean the principal office of the Depositary in Lake Success, New York, at which at any particular time its depositary receipt business shall be administered.

"**DTC**" shall have the meaning set forth in Section 2.03.

"**DTC Receipt**" shall have the meaning set forth in Section 2.03.

"**Early Conversion Additional Conversion Amount**" shall have the meaning set forth in the Statement of Resolution.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Exchange Property**" shall have the meaning set forth in the Statement of Resolution.

"**Fundamental Change Dividend Make-Whole Amount**" shall have the meaning set forth in the Statement of Resolution.

"**NYSE**" shall mean the New York Stock Exchange.

"**Person**" shall mean any individual, partnership, firm, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

"**Physical Receipt**" shall have the meaning set forth in Section 2.03.

"**Receipt**" shall mean one of the depositary receipts issued hereunder, substantially in the form set forth as Exhibit A hereto, whether in the form of DTC Receipts or Physical Receipts.

"**Record Holder**" as applied to a Receipt shall mean the Person in whose name that Receipt is registered on the books of the Depositary maintained for such purpose.

"**Registrar**" shall mean Broadridge or such other successor Person that shall be appointed by the Corporation (or, in accordance with Section 5.01, the Depositary) to register ownership and transfers of Receipts as herein provided, and, if a successor Registrar shall be so appointed, references herein to "the books" of or maintained by the Depositary shall be deemed, as applicable, to refer as well to the register maintained by such successor Registrar for such purpose.

"**Remaining Fractional Share**" shall have the meaning set forth in Section 4.02.

"**Remaining Fractional Share Amount**" shall have the meaning set forth in Section 4.02.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Series B Preferred Stock**" shall mean the shares of a series of the Corporation's preferred stock designated as its 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share, with such designations, preferences, limitations and relative rights, voting, redemption and other rights and the qualifications, limitations and restrictions, as set forth in the Statement of Resolution.

"**Signature Guarantee**" shall have the meaning set forth in Section 2.06.

"**Statement of Resolution**" shall mean the statement of resolution establishing the Series B Preferred Stock as a series of preferred stock of the Corporation.

"**Subsidiary**" shall mean, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, general partners or trustees thereof is at the time owned or controlled, directly or indirectly, by (i) such Person; (ii) such Person and one or more Subsidiaries of such Person; or (iii) one or more Subsidiaries of such Person.

"**Trading Day**" shall have the meaning set forth in the Statement of Resolution.

"**Transfer Agent**" shall mean Broadridge or any other Person appointed to transfer the Receipts and the Series B Preferred Stock, as herein provided.

"**Underwriters**" shall mean Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and the other Underwriters named in Schedule I to the Underwriting Agreement.

"**Underwriting Agreement**" shall mean the underwriting agreement relating to the Series B Preferred Stock and the Depositary Shares, dated September 25, 2018, among the Corporation and the Underwriters.

"**Unit of Exchange Property**" shall have the meaning set forth in the Statement of Resolution.

Capitalized terms used and not defined in this Agreement shall have the respective meanings assigned to such terms in the Articles of Incorporation.

ARTICLE 2
ISSUE, DESCRIPTION, EXECUTION, DEPOSIT, REGISTRATION AND EXCHANGE OF RECEIPTS

Section 2.01. *Appointment of Depositary.* The Corporation hereby appoints the Depositary as depositary for the Series B Preferred Stock, and the Depositary hereby accepts such appointment, on the express terms and conditions set forth in this Agreement.

Section 2.02. *Rights, Preferences, Privileges and Voting Powers.* Subject to the terms of this Agreement, each Record Holder of a Receipt is entitled, proportionately, to all the rights, preferences, privileges and voting powers of the Series B Preferred Stock represented by the Depositary Shares evidenced by such Receipt (including the conversion, redemption, dividend, voting, and liquidation rights contained in the Articles of Incorporation) and the same proportionate interest in any and all other property received by the Depositary in respect of such Series B Preferred Stock and held under this Agreement.

Section 2.03. *Book-Entry System; Form and Transfer of Receipts.* The Corporation and the Depositary shall make application to The Depository Trust Company ("**DTC**") for acceptance of all of the Receipts for its book-entry settlement system. The Corporation hereby appoints the Depositary acting through any authorized officer thereof as its attorney-in-fact, with

full power to delegate, for purposes of executing any agreements, certifications or other instruments or documents necessary or desirable in order to effect the acceptance of such Receipts for DTC eligibility. So long as the Receipts are eligible for book-entry settlement with DTC, unless otherwise required by law, all Depositary Shares with book-entry settlement through DTC shall be represented by a single receipt or receipts (the "**DTC Receipt**"), which shall be deposited with DTC (or its designee) evidencing all such Depositary Shares and registered in the name of the nominee of DTC (initially Cede & Co.). The Depositary or such other entity as is agreed to by DTC may hold the DTC Receipt as custodian for DTC. Ownership of beneficial interests in the DTC Receipt shall be shown on, and the transfer of such ownership shall be effected through, records maintained by (a) DTC or its nominee for such DTC Receipt or (b) institutions that have accounts with DTC. The DTC Receipt shall bear such legend or legends as may be required by DTC in order for it to accept the Depositary Shares for its book-entry settlement system. The aggregate number of Depositary Shares evidenced by Receipts that may be executed and delivered under this Agreement is initially limited to 19,550,000, except for Receipts executed and delivered in respect of Depositary Shares upon registration or transfer of, or in exchange for, or in lieu of other Receipts pursuant to Section 2.06, Section 2.07 or Section 4.06.

The DTC Receipt shall be exchangeable for definitive Receipts in physical form (each, a "**Physical Receipt**") only if (i) DTC notifies the Corporation at any time that it is unwilling or unable to continue to make its book-entry settlement system available for the Receipts and a successor to DTC is not appointed by the Corporation within 90 days of the date the Corporation is so notified in writing or (ii) DTC ceases to be registered as a clearing agency under the Exchange Act and a successor to DTC is not appointed by the Corporation within 90 days. The Corporation shall provide written notice to the Depositary upon receipt of notice of the occurrence of any event described in clause (i) or clause (ii) of the preceding sentence. Until such written notice is received by the Depositary, the Depositary may presume conclusively for all purposes that the events described in clause (i) and clause (ii) of the first sentence of this paragraph have not occurred. If the beneficial owners of interests in Depositary Shares are entitled to exchange such interests for Physical Receipts as the result of an event described in clause (i) or clause (ii) of the first sentence of this paragraph, then without unnecessary delay, the Depositary shall provide written instructions to DTC to deliver the DTC Receipt to the Depositary for cancellation, and, without unnecessary delay, the Corporation shall instruct the Depositary to deliver to the beneficial owners of the Depositary Shares previously evidenced by the DTC Receipt Physical Receipts evidencing such Depositary Shares.

Physical Receipts issued in exchange for all or a part of the DTC Receipt pursuant to this Section 2.03 shall be registered in such names and in such authorized denominations as DTC, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Depositary. Upon execution and authentication, the Depositary shall deliver such Physical Receipts to the Persons in whose names such Physical Receipts are so registered.

At such time as all interests in a DTC Receipt have been converted, redeemed, canceled, surrendered or transferred, such DTC Receipt shall be, upon receipt thereof, canceled by the Depositary in accordance with standing procedures and existing instructions between DTC and

DTC's custodian. At any time prior to such cancellation, if any interest in a DTC Receipt is exchanged for Physical Receipts, converted, redeemed, canceled, surrendered or transferred to a transferee who receives Physical Receipts therefor or any Physical Receipt is exchanged or transferred for part of such DTC Receipt, the number of Depositary Shares evidenced by such DTC Receipt shall, in accordance with the standing procedures and instructions existing between DTC and DTC's custodian, be appropriately reduced or increased, as the case may be, and an endorsement shall be made on such DTC Receipt, by the Depositary or DTC's custodian, at the direction of the Depositary, to reflect such reduction or increase.

Beneficial owners of Depositary Shares through DTC shall not receive or be entitled to receive Physical Receipts or be entitled to have Depositary Shares registered in their name, except as described in the third immediately preceding paragraph, in which case the provisions set forth in such paragraph and the second immediately succeeding paragraph regarding the issuance of Physical Receipts shall apply.

Receipts shall be in denominations of any number of whole Depositary Shares. The Corporation shall deliver to the Depositary from time to time such quantities of Receipts as the Depositary may request to enable the Depositary to perform its obligations under this Agreement.

The DTC Receipt and Physical Receipts, if any, shall be substantially in the form set forth in Exhibit A annexed to this Agreement and incorporated herein by reference, with appropriate insertions, modifications and omissions, as hereinafter provided, and shall be engraved or otherwise prepared so as to comply with the applicable rules of the NYSE or any other securities exchange on which the Depositary Shares are then listed, if applicable. In the event the DTC Receipt becomes exchangeable for Physical Receipts as provided in this Section 2.03, the Depositary, pending preparation of Physical Receipts and upon the written order of the Corporation, delivered in compliance with Section 2.04, shall execute and deliver temporary Receipts, which may be printed, lithographed or otherwise substantially of the tenor of the Physical Receipts in lieu of which they are issued and with such appropriate insertions, omissions, substitutions and other variations as the Persons executing such Receipts may determine, as evidenced by their execution of such Receipts. If temporary Receipts are issued, the Corporation and the Depositary will cause Physical Receipts to be prepared without unreasonable delay. After the preparation of Physical Receipts, the temporary Receipts shall be exchangeable by the Record Holder for Physical Receipts upon surrender of the temporary Receipts at the Depositary's Office or such other place or places as the Depositary shall determine pursuant to the first paragraph of Section 2.04, without charge to the Record Holder. Upon surrender for cancellation of any one or more temporary Receipts, the Depositary shall execute and deliver in exchange therefor Physical Receipts representing the same number of Depositary Shares as represented by the surrendered temporary Receipt or Receipts. Such exchange shall be made at the Corporation's expense and without any charge therefor to the Record Holder or the Depositary. Until so exchanged, the temporary Receipts shall in all respects be entitled to the same benefits under this Agreement as Physical Receipts.

Receipts shall be executed by the Depositary by the manual or facsimile signature of a duly authorized officer thereof; *provided* that if a Registrar for the Receipts (other than the

Depositary) shall have been appointed then such Receipts shall also be countersigned by manual or facsimile signature by a duly authorized officer of the Registrar. No Receipt shall be entitled to any benefits under this Agreement or be valid or obligatory for any purpose unless it shall have been executed as provided in the preceding sentence. The Depositary shall record on its books each Receipt so signed and delivered as hereinafter provided. Receipts bearing the manual or facsimile signature of a duly authorized signatory of the Depositary who was at any time a proper signatory of the Depositary shall bind the Depositary, notwithstanding that such signatory ceased to hold such office prior to the execution and delivery of such Receipts by the Registrar or did not hold such office on the date of issuance of such Receipts.

Receipts may be endorsed with, or have incorporated in the text thereof, such legends or recitals or changes not inconsistent with the provisions of this Agreement, all as may be required by the Corporation or required to comply with any applicable law or any regulation thereunder or with the rules and regulations of the NYSE or any other securities exchange upon which the Series B Preferred Stock, the Depositary Shares or the Receipts may be listed or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Receipts are subject.

Title to Depositary Shares evidenced by a Receipt that is properly endorsed, or accompanied by a properly executed instrument of transfer, shall be transferable by delivery with the same effect as in the case of a negotiable instrument; *provided*, *however*, that until transfer of any particular Receipt shall be registered on the books of the Depositary as provided in Section 2.06, the Depositary may, notwithstanding any notice to the contrary, treat the Record Holder thereof at such time as the absolute owner thereof (x) for the purpose of determining the Person (i) entitled to distributions of dividends or other distributions of securities, cash or other property or payments with respect to the Series B Preferred Stock (including, without limitation, upon conversion and/or redemption of the Series B Preferred Stock), (ii) entitled to exercise any voting or conversion rights with respect to the Series B Preferred Stock and (iii) entitled to receive any notice provided for in this Agreement and (y) for all other purposes.

Section 2.04. *Deposit of Series B Preferred Stock; Execution and Delivery of Receipts.* Subject to the terms and conditions of this Agreement, the Corporation may from time to time deposit shares of Series B Preferred Stock under this Agreement by delivery to the Depositary of a certificate or certificates for such shares of Series B Preferred Stock to be deposited, properly endorsed or accompanied, if required by the Depositary, by a duly executed instrument of transfer or endorsement, in form reasonably satisfactory to the Depositary, together with:

(a) all such certifications as may be reasonably required by the Depositary in accordance with the provisions of this Agreement, including the resolutions of the Board of Directors, as certified by the Secretary or any Assistant Secretary of the Corporation on the date thereof as being complete, accurate and in effect, relating to the issuance and sale of the Series B Preferred Stock;

(b) a letter of the General Counsel or the Vice President and Associate General Counsel of the Corporation or counsel to the Corporation, as applicable, authorizing reliance by

the Depositary on such counsel's opinions delivered to the Underwriters pursuant to the terms of the Underwriting Agreement as to (i) the existence and good standing of the Corporation, (ii) the due authorization of the Depositary Shares and the status of the Series B Preferred Stock as validly issued, fully paid and non-assessable and (iii) the effectiveness of any registration statement under the Securities Act relating to the offering and sale of the Series B Preferred Stock and the offering and sale of the Depositary Shares; and

(c) a written order of the Corporation, directing the Depositary to execute and deliver to the Person or Persons stated in such order a Receipt or Receipts for the number of Depositary Shares representing such deposited Series B Preferred Stock.

Deposited Series B Preferred Stock shall be held by the Depositary at the Depositary's Office or at such other place or places as the Depositary shall determine.

Upon receipt by the Depositary of a certificate or certificates for Series B Preferred Stock deposited in accordance with the provisions of this Section 2.04, together with the other documents required as above specified, and upon recordation of the Series B Preferred Stock on the books of the Corporation (or its duly appointed transfer agent) in the name of the Depositary or its nominee, the Depositary, subject to the terms and conditions of this Agreement, shall execute and deliver to, or upon the order of, the Person or Persons named in the written order delivered to the Depositary referred to in the first paragraph of this Section 2.04, a Receipt or Receipts evidencing in the aggregate the number of Depositary Shares representing the Series B Preferred Stock so deposited and registered in such name or names as may be requested by such Person or Persons. The Depositary shall execute and deliver such Receipt or Receipts at the Depositary's Office or, at the request of such Person or Persons, such other offices, if any, as the Depositary may designate. Delivery at other offices shall be at the risk and expense of the Person or Persons requesting such delivery.

Section 2.05. *Redemption of Series B Preferred Stock.* If the Corporation redeems the shares of Series B Preferred Stock held by the Depositary pursuant to Section 6 of the Statement of Resolution, the Depositary shall, on the same date, redeem the Depositary Shares representing such shares of Series B Preferred Stock from the cash (in accordance with Section 4.01) and/or shares of Common Stock (in accordance with Section 4.02), as applicable, received by the Depositary in connection with the redemption of such shares of Series B Preferred Stock (applied *pro rata* in respect of such Depositary Shares).

Other than as set forth in this Section 2.05, the Series B Preferred Stock and the Receipts shall not be subject to redemption. The Corporation may, to the extent permitted by law and the terms of the Series B Preferred Stock, and directly or indirectly, repurchase Receipts with respect to lots of 20 Depositary Shares or integral multiples thereof in the open market or otherwise, whether directly, through its Subsidiaries or through a private or public tender or exchange offer or through counterparties to private agreements.

Section 2.06. *Registration of Transfer of Receipts*. The Corporation hereby appoints Broadridge as the Registrar and Transfer Agent for the Receipts, and Broadridge hereby accepts

such appointment, on the express terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, Broadridge shall register on its books from time to time transfers of Receipts upon any surrender thereof by a Record Holder in person or by its duly authorized attorney, properly endorsed or accompanied by a properly executed instrument of transfer and appropriate evidence of authority, including a guarantee of the signature thereon by a participant in a signature guarantee medallion program approved by the Securities Transfer Association, Inc. (the "**Signature Guarantee**") and any other reasonable evidence of authority that may be required by Broadridge, together with evidence of the payment by the applicable party of any taxes or charges as may be required by law. Thereupon, Broadridge shall, without unreasonable delay, execute a new Receipt or Receipts evidencing the same aggregate number of Depositary Shares as those evidenced by the Receipt or Receipts surrendered and deliver such new Receipt or Receipts to or upon the order of the Person entitled thereto.

Section 2.07. *Split-ups and Combinations of Receipts; Surrender of Receipts and Withdrawal of Series B Preferred Stock.* Upon surrender of a Receipt or Receipts at the Depositary's Office or at such other offices as it may designate for the purpose of effecting a split-up or combination of such Receipt or Receipts, and subject to the express terms and conditions of this Agreement, the Depositary shall execute a new Receipt or Receipts in the authorized denomination or denominations requested, evidencing the aggregate number of Depositary Shares evidenced by the Receipt or Receipts surrendered, and shall deliver such new Receipt or Receipts to or upon the order of the Record Holder of the Receipt or Receipts so surrendered.

Any Record Holder of a Receipt or Receipts may withdraw the number of whole shares of Series B Preferred Stock and all money and/or other property represented thereby by (x) in the case of Physical Receipt(s), surrendering such Receipt(s), or Depositary Shares represented by the Receipts, at the Depositary's Office or at such other offices as the Depositary may designate for such withdrawals and (y) in the case of a DTC Receipt, by complying with the appropriate DTC procedures for such withdrawal. Upon such surrender, upon payment of any fee of the Depositary for the surrender of Receipts to the extent provided in Section 5.07, and subject to the terms and conditions of this Agreement, without unreasonable delay, the Depositary shall deliver to such Record Holder, or to the Person or Persons designated by such Record Holder as hereinafter provided, the number of whole shares of Series B Preferred Stock and all money and/or other property represented by such Receipt(s), or Depositary Shares represented by such Receipt(s), representing the Series B Preferred Stock subject to withdrawal, but Record Holders of such whole shares of Series B Preferred Stock shall not thereafter be entitled to deposit such Series B Preferred Stock hereunder or to receive a Receipt evidencing Depositary Shares therefor. If a Physical Receipt delivered by the Record Holder to the Depositary in connection with such withdrawal shall evidence a number of Depositary Shares in excess of the number of Depositary Shares representing the number of whole shares of Series B Preferred Stock to be withdrawn, the Depositary shall at the same time, in addition to such number of whole shares of Series B Preferred Stock and such money and/or other property to be so withdrawn, deliver to such Record Holder, or subject to Section 2.06 upon its order, a new Physical Receipt evidencing such excess number of Depositary Shares; *provided, however*, that such Physical Receipt shall only represent a whole number of Depositary Shares and the Depositary shall not issue any Physical Receipt evidencing a fractional Depositary Share.

Delivery of the Series B Preferred Stock and money and/or other property being withdrawn may be made by the delivery of such certificates, documents of title and other instruments as the Depositary may deem appropriate, which, if required by the Depositary, shall be properly endorsed or accompanied by proper instruments of transfer including, but not limited to, a Signature Guarantee.

If the Series B Preferred Stock and the money and/or other property being withdrawn are to be delivered to a Person or Persons other than the Record Holder of the related Receipt or Receipts being surrendered for withdrawal of such Series B Preferred Stock, such Record Holder shall execute and deliver to the Depositary a written order so directing the Depositary, and the Depositary may require that the Physical Receipt(s) surrendered by such Record Holder for withdrawal of such shares of Series B Preferred Stock be properly endorsed in blank or accompanied by a properly executed instrument of transfer in blank.

Delivery of the Series B Preferred Stock and the money and/or other property represented by Receipts surrendered for withdrawal shall be made by the Depositary at the Depositary's Office, except that, at the request, risk and expense of the Record Holder surrendering such Receipt or Receipts and for the account of the Record Holder thereof, such delivery may be made at such other place as may be designated by such Record Holder.

A Record Holder who withdraws shares of Series B Preferred Stock and any such money and/or other property shall not be required to pay any taxes or duties relating to the issuance or delivery of such shares of Series B Preferred Stock and any such money and/or other property, except that such Record Holder shall be required to pay any tax or duty that may be payable relating to any transfer involved in the issuance or delivery of such shares of Series B Preferred Stock and any such money and/or other property in a name other than the name of such Record Holder.

Section 2.08. *Limitations on Execution and Delivery, Transfer, Surrender and Exchange of Receipts.* As a condition precedent to the execution and delivery, registration of transfer, split-up, combination, surrender or exchange of any Receipt, any of the Depositary, any Depositary's Agent and the Corporation may require (a) payment to it of a sum sufficient for the payment (or, in the event that the Depositary or the Corporation shall have made such payment, the reimbursement to it) of any charges or expenses payable by the Record Holder of a Receipt pursuant to Sections 3.02 and 5.07, (b) the production of evidence satisfactory to it as to the identity and genuineness of any signature, including a Signature Guarantee, and any other reasonable evidence of authority that may be required by the Depositary or (c) compliance with such regulations, if any, as the Depositary or the Corporation may establish consistent with the provisions of this Agreement and applicable law.

The deposit of the Series B Preferred Stock may be refused, the delivery of Receipts against Series B Preferred Stock may be suspended, the registration of transfer of Receipts may

be refused and the registration of transfer, surrender or exchange of outstanding Receipts may be suspended (i) during any period when the register of shareholders of the Corporation is closed or (ii) if any such action is deemed reasonably necessary or advisable by any of the Depositary, any of the Depositary's Agents and the Corporation at any time or from time to time because of any requirement of law or of any government or governmental body or commission or under any provision of this Agreement.

Section 2.09. *Lost Receipts, Etc.* In case any Receipt shall be mutilated, destroyed, lost or stolen, the Depositary shall, absent notice to the Depositary that such Receipt has been acquired by a bona fide purchaser, execute and deliver a Receipt of like form and tenor in exchange and substitution for such mutilated Receipt upon cancellation thereof, or in lieu of and in substitution for such destroyed, lost or stolen Receipt, upon (a) the filing by the Record Holder thereof with the Depositary of evidence satisfactory to the Depositary of such destruction or loss or theft of such Receipt, of the authenticity thereof and of his or her ownership thereof; (b) the Record Holder thereof furnishing of the Depositary with indemnification reasonably satisfactory to the Depositary and the provision of an open penalty surety bond reasonably satisfactory to the Depositary and holding it and the Corporation harmless; and (c) the payment of any reasonable expense (including reasonable fees, charges and expenses of the Depositary) in connection with such execution and delivery.

Section 2.10. *Cancellation and Destruction of Surrendered Receipts.* All Receipts surrendered to the Depositary or any Depositary's Agent, including, without limitation, Receipts surrendered in connection with any conversion or redemption of the Series B Preferred Stock in accordance with the Articles of Incorporation, shall be canceled by the Depositary. Except as prohibited by applicable law or regulation, the Depositary is authorized and directed to destroy all Receipts so canceled.

Section 2.11. *Conversion at the Option of Holders.* Subject to the terms and conditions of this Agreement, the Record Holder of any Receipt may, at any time that Series B Preferred Stock may be converted pursuant to Section 9(a) or 10(a) of the Statement of Resolution, by (x) in the case of a Physical Receipt, surrendering such Physical Receipt at the Depositary's Office or such other office as the Depositary may from time to time designate for such purpose, together with a notice of conversion properly completed and duly executed and a proper assignment of such Receipt to the Corporation or the Transfer Agent or in blank to the Depositary or any of the Depositary's Agents, and (y) in the case of a DTC Receipt, complying with the procedures of DTC in effect at that time, in each case, thereby instructing the Depositary to cause the conversion of a specified number (each, a "**Conversion Number**") of whole shares of Series B Preferred Stock represented by the Depositary Shares evidenced by such Receipt in accordance with the Articles of Incorporation, and specifying the name in which such Record Holder desires the shares of Common Stock issuable upon conversion (including, without limitation, in respect of any Early Conversion Additional Conversion Amount, any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, in accordance with the Articles of Incorporation) to be registered and specifying payment instructions. Depositary Shares may be converted at the option of the Record Holder of any Receipt only in lots of 20 Depositary Shares or integral multiples thereof. The Depositary shall

be deemed to have no knowledge of a Conversion Number unless and until it shall have actually received written notice thereof from the Corporation, and shall have no duty or obligation to investigate or inquire as to whether any Conversion Number contained in any such written notice is accurate, or whether it complies with the Articles of Incorporation. If specified by a Record Holder in a notice of conversion that the shares of Common Stock issuable upon conversion of the relevant Depositary Shares shall be issued to a Person other than the Record Holder surrendering the Receipt for the Depositary Shares being converted, then the Record Holder shall pay or cause to be paid any transfer or similar taxes payable in connection with the Common Stock or other securities so issued that are not payable by the Corporation pursuant to the Articles of Incorporation or Section 3.02. In addition, the Record Holder shall provide any other transfer forms, tax forms or other relevant documentation required and specified by the Transfer Agent for the Series B Preferred Stock, if necessary, to effect the conversion.

Upon fulfillment of the requirements in the foregoing paragraph, the Depositary is hereby authorized and instructed to, and shall, as promptly as practicable, (a) give written notice to the Transfer Agent of (i) the Conversion Number (as specified in writing by the Corporation), (ii) the number of shares of Common Stock to be delivered upon conversion of such Conversion Number of shares of Series B Preferred Stock (including, without limitation, in respect of any Early Conversion Additional Conversion Amount, any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, in accordance with the Articles of Incorporation) (as specified in writing by the Corporation), (iii) the amount of immediately available funds (as specified in writing by the Corporation), if any, to be paid to the Record Holder of such Receipts in payment of any fractional shares of Common Stock otherwise issuable upon conversion of such Conversion Number of shares of Series B Preferred Stock and (iv) the amount of cash (as specified in writing by the Corporation), if any, to be paid to the Record Holder of such Receipts in respect of any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, payable by the Corporation upon conversion of such Conversion Number of shares of Series B Preferred Stock pursuant to the Articles of Incorporation, (b) cancel such Receipt or, if a Registrar for Receipts (other than the Depositary) shall have been appointed, cause such Registrar to cancel such Receipt, and (c) surrender to the Transfer Agent or any other authorized agent of the Corporation for conversion, in accordance with the Articles of Incorporation (as specified in writing by the Corporation), certificates for the Series B Preferred Stock represented by Depositary Shares as evidenced by such Receipt, together with delivery to the Corporation or the appropriate agent of the Corporation (pursuant to written instructions from the Corporation) any other information or payment required by the Articles of Incorporation (as specified in writing by the Corporation) for such conversion, and such certificates shall thereupon be canceled by the Transfer Agent or other authorized agent. The Depositary shall have no duty or obligation to investigate or inquire as to whether the Corporation provided it with the correct number of shares of Common Stock to be delivered upon any conversion of the Series B Preferred Stock (including, without limitation, in respect of any Early Conversion Additional Conversion Amount, any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount), or the correct amount of cash to be paid in respect of any fractional shares of Common Stock otherwise issuable or in respect of any cash payable by the Corporation upon any conversion of the Series B Preferred Stock (including, without limitation, in respect of any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount), and the Depositary may rely conclusively on any such information provided by the Corporation.

As promptly as practicable after the Transfer Agent or other authorized agent of the Corporation has received such certificates from the Depositary, (a) the Corporation shall cause to be furnished to the Depositary (i) a certificate or certificates evidencing such number of shares of Common Stock to be delivered upon conversion of the Conversion Number of shares of Series B Preferred Stock (including, without limitation, in respect of any Early Conversion Additional Conversion Amount, any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, in accordance with the Articles of Incorporation), (ii) such amount of immediately available funds, if any, to be paid in respect of any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, payable by the Corporation upon conversion of such shares of Series B Preferred Stock pursuant to the Articles of Incorporation, and (iii) such amount of immediately available funds, if any, to be paid in lieu of receiving fractional shares of Common Stock, as specified in a written notice from the Corporation and (b) the Depositary or Broadridge, as the case may be, is hereby authorized and instructed to, and shall, pay or deliver, as the case may be, at the Depositary's Office, (i) a certificate or certificates evidencing the number of shares of Common Stock (including, without limitation, in respect of any Early Conversion Additional Conversion Amount, any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, in accordance with the Articles of Incorporation) into which the Series B Preferred Stock represented by Depositary Shares as evidenced by such Receipt has been converted, (ii) the amount of cash payable by the Corporation upon such conversion of such Series B Preferred Stock in respect of any Fundamental Change Dividend Make-Whole Amount and/or any Accumulated Dividend Amount, in each case, pursuant to the Articles of Incorporation and (iii) the amount of cash payable by the Corporation upon such conversion of such Series B Preferred Stock in lieu of delivering fractional shares of Common Stock, in each case, as specified in writing by the Corporation and that has been provided by the Corporation.

In the event that a Record Holder of a surrendered Receipt elects to convert fewer than all Depositary Shares evidenced by such Receipt under this Section 2.11, upon such conversion, the Depositary shall, if requested in writing and provided with all necessary information and documents, authenticate, countersign and deliver to such Record Holder thereof, at the expense of the Corporation, a new Receipt evidencing the Depositary Shares as to which such conversion was not effected.

Delivery of shares of Common Stock following a conversion pursuant to this Section 2.11 may be made by the delivery of such certificates, documents of title and other instruments as the Depositary may deem appropriate, which, if required by the Depositary, shall be properly endorsed or accompanied by proper instruments of transfer. If such delivery is to be made otherwise than at the Depositary's Office, such delivery shall be made, as hereinafter provided, without unreasonable delay, at the risk of any Record Holder surrendering Receipts, and for the account of such Record Holder, to such place designated in writing by such Record Holder.

For purposes of this Section 2.11 and Section 4.02, if the Common Stock has been replaced by Exchange Property as a result of any transaction as described in Section 14(e) of the Statement of Resolution, references to Common Stock will be deemed to be references to a Unit of Exchange Property that a holder of one share of Common Stock would have been entitled to receive in such transaction as determined pursuant to Section 14(e) of the Statement of Resolution.

Section 2.12. *No Pre-Release.* The Depositary shall not deliver any deposited Series B Preferred Stock represented by Depositary Shares evidenced by Receipts prior to the receipt and cancellation of such Receipts or other similar method used with respect to Receipts held by DTC. The Depositary shall not issue any Receipts prior to the receipt by the Depositary of the Series B Preferred Stock corresponding to Depositary Shares evidenced by such Receipts. At no time will any Receipts be outstanding if such Receipts do not evidence Depositary Shares representing Series B Preferred Stock deposited with and held by the Depositary, subject to the rights of holders to receive distributions upon conversion or redemption of the deposited Series B Preferred Stock pursuant to Section 4.01 or Section 4.02.

ARTICLE 3
CERTAIN OBLIGATIONS OF RECORD HOLDERS OF RECEIPTS AND OF THE CORPORATION

Section 3.01. *Filing Proofs; Certificates and Other Information.* Any Record Holder of a Receipt may be required from time to time to file proof of residence, or other matters or other information, to execute certificates and to make such representations and warranties as the Depositary or the Corporation may reasonably deem necessary or proper. The Depositary or the Corporation may withhold the delivery, or delay the registration of transfer or exchange, of any Receipt or the withdrawal of the Series B Preferred Stock represented by the Depositary Shares and evidenced by a Receipt or the distribution of any dividend or other distribution or the sale of any rights or of the proceeds thereof until such proof or other information is filed or such certificates are executed or such representations and warranties are made.

Section 3.02. *Payment of Taxes or Other Governmental Charges.* Record Holders of Receipts shall be obligated to make payments to the Depositary of certain taxes, duties, charges and expenses to the extent provided in Section 5.07, or provide evidence satisfactory to the Depositary that such taxes, duties, charges and expenses have been paid. Registration of transfer of any Receipt or any withdrawal of Series B Preferred Stock and all money and/or other property represented by the Depositary Shares evidenced by such Receipt may be refused until any such payment due is made or satisfactory evidence is provided by such Record Holder to the Depositary that such taxes, duties, charges and expenses have been paid, and any dividends, payments or other distributions may be withheld or any part of or all the Series B Preferred Stock represented by the Depositary Shares evidenced by such Receipt and not theretofore sold may be sold for the account of the Record Holder thereof (after attempting by reasonable means to notify such Record Holder prior to such sale), and such dividends, payments or other distributions or the proceeds of any such sale may be applied to any payment of such taxes, duties, charges and expenses, the Record Holder of such Receipt remaining liable for any deficiency.

Section 3.03. *Warranty as to Series B Preferred Stock.* The Corporation hereby represents and warrants that the Series B Preferred Stock, when issued, will be duly authorized, validly issued, fully paid and non-assessable. Such representation and warranty shall survive the deposit of the Series B Preferred Stock and the issuance of the related Receipts.

Section 3.04. *Warranty as to Receipts and Depositary Shares.* The Corporation hereby represents and warrants that the Receipts, when issued in accordance with this Agreement, will represent legal and valid interests in the Depositary Shares and each Depositary Share will represent a legal and valid 1/20th fractional interest in a share of Series B Preferred Stock represented by such Depositary Share. Such representation and warranty shall survive the deposit of the Series B Preferred Stock and the issuance of the Receipts evidencing the Depositary Shares.

Section 3.05. *Listing.* The Corporation hereby covenants and agrees that it will apply to list the Depositary Shares on the NYSE, and it will use its commercially reasonable efforts to keep the Depositary Shares listed on one of the NYSE, the Nasdaq Global Select Market or the Nasdaq Global Market (or any of their respective successors).

ARTICLE 4
THE DEPOSITED SECURITIES; NOTICES

Section 4.01. *Cash Distributions.* Whenever Broadridge shall receive any cash dividend or other cash distribution on the Series B Preferred Stock, Broadridge shall, as soon as practicable thereafter and subject to Sections 3.01 and 3.02, distribute to Record Holders of Receipts on the record date fixed pursuant to Section 4.04 in same-day funds such amounts of such dividend or distribution as are, as nearly as practicable, in proportion to the respective number of Depositary Shares evidenced by the Receipts held by such Record Holders; *provided*, *however*, that in case the Corporation or Broadridge shall be required to withhold, and shall withhold, from any cash dividend or other cash distribution in respect of the Series B Preferred Stock an amount on account of taxes, the amount of cash made available for distribution or distributed in respect of Depositary Shares shall be reduced accordingly, and such withheld cash shall be treated for all purposes of this Agreement as having been paid to the Record Holder of Receipts in respect of which the Corporation or Broadridge, as the case may be, made such withholding. The distribution provisions of the immediately preceding sentence shall apply to any distribution by the Depositary of cash payable to the Record Holders pursuant to Section 2.05 as a result of the redemption of the Series B Preferred Stock; provided that in such case the distribution of cash shall be made on the relevant redemption date to Record Holders of the Receipts to be redeemed. In the event that the calculation of any such cash dividend or other cash distribution to be paid to any Record Holder on the aggregate number of Depositary Shares held by such Record Holder results in an amount that is a fraction of a cent and that fraction of a cent is equal to or greater than $0.005, the amount Broadridge shall distribute to such Record Holder shall be rounded up to the next highest whole cent; otherwise, such fractional amount shall be disregarded by the Depositary; *provided*, *however*, that the Corporation shall pay the additional amount to Broadridge for distribution.

Each Record Holder of a Receipt shall provide the Depositary with a properly completed Form W-8 or W-9, as may be applicable. Each Record Holder of a Receipt acknowledges that, in the event of non-compliance with the preceding sentence, the Internal Revenue Code of 1986, as amended, may require withholding by the Depositary of a portion of any of the distributions to be made hereunder.

Section 4.02. *Distributions Other than Cash, Rights, Options or Privileges.* Whenever Broadridge shall receive any distribution other than cash, rights, options or privileges upon the Series B Preferred Stock, Broadridge shall, subject to Sections 3.01 and 3.02, distribute to Record Holders of Receipts on the record date fixed pursuant to Section 4.04 such amounts of the securities or property received by it as are, as nearly as practicable, in proportion to the respective numbers of Depositary Shares evidenced by such Receipts held by such Record Holders, in any manner that the Depositary may deem equitable and practicable for accomplishing such distribution, including, without limitation, through book-entry transfer through DTC in the case of DTC Receipts. The distribution provisions of the immediately preceding sentence shall apply to any distribution by the Depositary of shares of Common Stock deliverable to the Record Holders (a) as a result of the conversion of the Series B Preferred Stock into shares of Common Stock in accordance with the terms of the Articles of Incorporation; *provided* that in such case the distribution of shares of Common Stock shall be made to Record Holders as of the close of business on the relevant Conversion Date; (b) pursuant to Section 2.05 as a result of the redemption of the Series B Preferred Stock; *provided* that in such case the distribution of shares of Common Stock shall be made on the relevant redemption date to Record Holders of the Receipts to be redeemed; or (c) as a result of the payment of a declared dividend on the Series B Preferred Stock in shares of Common Stock in accordance with the terms of the Articles of Incorporation. If, in the opinion of the Depositary, such distribution cannot be made proportionately among such Record Holders, or if for any other reason (including any requirement that the Corporation or the Depositary withhold an amount on account of taxes or governmental charges) the Depositary deems, after consultation with the Corporation, such distribution not to be feasible, then the Depositary may, with the approval of the Corporation, adopt such method as it deems equitable and practicable for the purpose of effecting such distribution, including the sale (at public or private sale) of the securities or property thus received, or any part thereof, in a commercially reasonable manner. The net proceeds of any such sale shall, subject to Sections 3.01 and 3.02, be distributed or made available for distribution, as the case may be, by Broadridge to Record Holders of Receipts as provided by Section 4.01 in the case of a distribution received in cash.

In the event of a distribution of securities, whether upon conversion of the Series B Preferred Stock into shares of Common Stock, upon redemption of the Series B Preferred Stock for shares of Common Stock, in respect of any payment of a dividend on the Series B Preferred Stock or otherwise, fractional shares of such securities shall not be distributed to the Record Holders. Instead, a Record Holder that otherwise would have been entitled to receive a fraction of a security will receive an amount in cash, rounded to the nearest cent, equal to such Record Holder’s proportionate interest in the net proceeds from the sale in the open market by Broadridge, or an agent of Broadridge or other entity as so instructed in writing by the Corporation, on behalf of all such Record Holders, of the aggregate fractional shares of the

securities that would otherwise have been issued, unless (i) the distribution of securities in question is the Corporation's issuance of shares of Common Stock upon conversion of the Series B Preferred Stock, in which case (A) such Record Holder will be entitled to receive an amount in cash (computed to the nearest cent) equal to the product of: (x) that same fraction and (y) the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the relevant Conversion Date; *provided* that if more than one share of the Series B Preferred Stock is surrendered for, or subject to, conversion at one time by or for the same Record Holder, the number of shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of the Series B Preferred Stock so surrendered for, or subject to, conversion; or (ii) the distribution of securities in question is the Corporation's issuance of shares of Common Stock upon redemption of the Series B Preferred Stock, in which case (A) such Record Holder will be entitled to receive an amount in cash (computed to the nearest cent) equal to the product of: (x) that same fraction and (y) the Acquisition Termination Share Price; *provided* that if more than one share of the Series B Preferred Stock held by the same Record Holder is redeemed, the number of shares of Common Stock issuable upon redemption thereof shall be computed on the basis of the aggregate number of shares of the Series B Preferred Stock so redeemed; or (iii) the distribution of securities in question is the Corporation's issuance of shares of Common Stock in respect of a dividend on the Series B Preferred Stock, in which case (A) such Record Holder will be entitled to receive an amount in cash (computed to the nearest cent) equal to the product of: (x) that same fraction and (y) the Average VWAP per share of Common Stock over the five consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the applicable Dividend Payment Date. The sale described in the immediately previous sentence shall occur as soon as practicable following the distribution date for such securities. In the event that such sale of the aggregate fractional shares of the securities that otherwise would have been issued is completed and a fraction of a share of such security still remains (the "**Remaining Fractional Share**"), the Depositary shall immediately notify the Corporation in writing of the Remaining Fractional Share, which notice may be delivered via electronic mail to the address set forth in Section 7.04. Upon receipt of such notice, the Board of Directors shall determine the cash equivalent of the Remaining Fractional Share (the "**Remaining Fractional Share Amount**"), which Remaining Fractional Share Amount shall be equal to the Remaining Fractional Share, *multiplied by* the Closing Sale Price of such securities on the Trading Day immediately preceding the date of the distribution of such securities. The determination of the Remaining Fractional Share Amount by the Board of Directors shall be binding on the parties hereto and on the Record Holders. The Corporation shall promptly transfer funds for the Remaining Fractional Share Amount to an account selected by Broadridge, and Broadridge shall add the Remaining Fractional Share Amount to the net proceeds from the sale described above for distribution to the Record Holders otherwise entitled to receive the fractional shares of the securities.

The Person or Persons entitled to receive any shares of Common Stock issuable upon any conversion of the Series B Preferred Stock shall be treated for all purposes as the record holder(s) of such shares of Common Stock as of the close of business on the relevant Conversion Date.

If the Corporation is required to withhold on distributions of Common Stock in respect of any Accumulated Dividend Amount or in respect of any Fundamental Change Dividend Make-Whole Amount and pay the applicable withholding taxes, the Corporation may, at its option, reduce payments of cash or shares of Common Stock payable to the relevant Record Holder with respect to such taxes.

Section 4.03. *Rights, Options or Privileges.* If the Corporation shall at any time offer or cause to be offered to the Persons in whose names the Series B Preferred Stock is recorded on the books of the Corporation any rights, options or privileges to subscribe for or to purchase any securities or any rights, options or privileges of any other nature, the terms of such rights, options or privileges shall in each such instance be communicated promptly to the Depositary and thereafter such rights, options or privileges shall be made available by the Depositary to the Record Holders of Receipts in such manner as the Corporation shall instruct, including either by the issue to such Record Holders of warrants representing such rights, options or privileges or by such other method as may be approved by the Depositary in its discretion with the approval of the Corporation; *provided, however*, that (a) if at the time of issuance or offer of any such rights, options or privileges, the Corporation determines that it is not lawful or not feasible to make such rights, options or privileges available to Record Holders of Receipts by the issue of warrants or otherwise or (b) if and to the extent instructed by the Record Holders of Receipts who do not desire to exercise such rights, options or privileges, the Depositary shall, if so directed by the Corporation and if applicable laws or the terms of such rights, options or privileges permit such transfer, sell such rights, options or privileges at public or private sale, at such place or places and upon such terms as it may deem proper. The net proceeds of any such sale shall, subject to Sections 3.01 and 3.02, be distributed by the Depositary to the Record Holders of Receipts entitled thereto as provided by Section 4.01 in the case of a distribution received in cash.

The Corporation shall notify the Depositary whether registration under the Securities Act of the securities to which any rights, options or privileges relate is required in order for Record Holders of Receipts to be offered or sold the securities to which such rights, options or privileges relate, and the Corporation agrees with the Depositary that it will file promptly a registration statement pursuant to the Securities Act with respect to such rights, options or privileges and securities and use its commercially reasonable efforts and take all steps available to it to cause such registration statement to become effective sufficiently in advance of the expiration of such rights, options or privileges to enable such Record Holders to exercise such rights, options or privileges in compliance with the Securities Act. In no event shall the Depositary make available to the Record Holders of Receipts any right, option or privilege to subscribe for or to purchase any securities unless and until such registration statement shall have become effective, or the Corporation shall have provided to the Depositary an opinion of counsel to the effect that the offering and sale of such securities to the Record Holders are exempt from registration under the provisions of the Securities Act.

The Corporation shall notify the Depositary whether any other action under the laws of any jurisdiction or any governmental or administrative authorization, consent or permit is required in order for such rights, options or privileges to be made available to Record Holders of Receipts, and the Corporation agrees with the Depositary that the Corporation shall use its

commercially reasonable efforts to take such action or obtain such authorization, consent or permit sufficiently in advance of the expiration of such rights, options or privileges to enable such Record Holders to exercise such rights, options or privileges.

Section 4.04. *Notice of Dividends, Etc.; Fixing Record Date for Record Holders of Receipts.* Whenever any cash dividend or other cash distribution shall become payable or any distribution other than cash shall be made, or if rights, options or privileges shall at any time be offered, with respect to the Series B Preferred Stock, or whenever the Depositary shall receive notice of any meeting at which holders of the Series B Preferred Stock are entitled to vote or of which holders of the Series B Preferred Stock are entitled to notice, or whenever the Depositary and the Corporation shall decide it is appropriate, the Depositary shall in each such instance fix a record date (which shall be the same date as the record date fixed by the Corporation with respect to or otherwise in accordance with the terms of the Series B Preferred Stock) for the determination of the Record Holders of Receipts who shall be entitled to receive such dividend, distribution, rights, options or privileges or the net proceeds of the sale thereof, or to give instructions for the exercise of voting rights at any such meeting, or who shall be entitled to notice of such meeting or for any other appropriate reasons.

Section 4.05. *Voting Rights.* Subject to the provisions of the Articles of Incorporation, upon receipt of notice of any meeting at which the holders of the Series B Preferred Stock are entitled to vote, the Depositary shall, as soon as practicable thereafter, send to the Record Holders of Receipts, determined on the record date as set forth in Section 4.04, a notice prepared by the Corporation that shall contain (a) such information as is contained in such notice of meeting and (b) a statement that the Record Holders may, subject to any applicable restrictions, instruct the Depositary as to the exercise of the voting rights pertaining to the amount of Series B Preferred Stock represented by their respective Depositary Shares (including an express indication that instructions may be given to the Depositary to give a discretionary proxy to a Person designated by the Corporation) and a brief statement as to the manner in which such instructions may be given. Each Record Holder of Receipts on the record date (which shall be the same date as the record date fixed by the Corporation with respect to or otherwise in accordance with the terms of the Series B Preferred Stock) may instruct the Depositary as to how to vote the amount of the Series B Preferred Stock represented by such Record Holder's Receipts in accordance with these instructions. Upon the written request of the Record Holders of Receipts on the relevant record date, the Depositary shall endeavor insofar as practicable to vote or cause to be voted, in accordance with the instructions set forth in such requests, the maximum number of whole shares of Series B Preferred Stock represented by the Depositary Shares evidenced by all Receipts as to which any particular voting instructions are received. The Corporation hereby agrees to take all action which may be deemed reasonably necessary by the Depositary in order to enable the Depositary to vote such Series B Preferred Stock or cause such Series B Preferred Stock to be voted. In the absence of specific instructions from Record Holders of Receipts, the Depositary shall abstain from voting the Series B Preferred Stock to the extent it does not receive such specific instructions from the Record Holders of Receipts.

Section 4.06. *Changes Affecting Deposited Securities and Reclassifications, Recapitalizations, Etc.* Upon any change in par or stated value, split-up, combination or any

other reclassification of the Series B Preferred Stock, subject to the provisions of the Articles of Incorporation, or upon any recapitalization, reorganization, merger or consolidation affecting the Corporation or to which it is a party, the Corporation shall instruct the Depositary in writing to, and the Depositary upon receipt of such instructions shall (a) make such adjustments as are certified by the Corporation in the fraction of an interest represented by one Depositary Share in one share of Series B Preferred Stock as may be necessary fully to reflect the effects of such change in par or stated value, split-up, combination or other reclassification of the Series B Preferred Stock, or of such recapitalization, reorganization, merger or consolidation and (b) treat any securities that shall be received by the Depositary in exchange for or, subject to the final sentence of this Section 4.06, upon conversion of or in respect of the Series B Preferred Stock as new deposited securities so received in exchange for or upon conversion or in respect of such Series B Preferred Stock. In any such case the Corporation may in its discretion direct the Depositary in writing to execute and deliver additional Receipts or may call for the surrender of all outstanding Receipts to be exchanged for new Receipts specifically describing such new deposited securities. Anything to the contrary herein notwithstanding, Record Holders of Receipts shall have the right from and after the effective date of any such change in par or stated value, split-up, combination or other reclassification of the Series B Preferred Stock or any such recapitalization, reorganization, merger or consolidation to surrender such Receipts to the Depositary with instructions to convert, exchange or surrender the Series B Preferred Stock represented thereby only into or for, as the case may be, the kind and amount of shares and other securities and property and cash into which the Series B Preferred Stock represented by such Receipts might have been converted or for which such Series B Preferred Stock might have been exchanged or surrendered immediately prior to the effective date of such transaction. Notwithstanding the foregoing, the shares of Common Stock issuable upon conversion or redemption of, or in lieu of cash dividends on, the Series B Preferred Stock shall not constitute new deposited securities hereunder and instead the provisions set forth in Section 4.02 shall apply.

Section 4.07. *Inspection and Delivery of Notices and Reports*. The Depositary shall make available for inspection by Record Holders of Receipts at the Depositary Office, and at such other places as it may from time to time deem advisable during normal business hours, any notices and reports received from the Corporation that are both received by the Depositary as the holder of deposited Series B Preferred Stock and that the Corporation is required to furnish to the holders of the Series B Preferred Stock. In addition, the Depositary shall transmit all such notices and reports to the Record Holders of Receipts in accordance with Section 5.05.

Section 4.08. *Lists of Receipt Record Holders.* Reasonably promptly upon request from time to time by the Corporation, at the sole expense of the Corporation, the Depositary shall furnish to it a list, as of the most recent practicable date, of the names, addresses and holdings of Depositary Shares of all registered Record Holders of Receipts.

Section 4.09. *Corporation-owned Depositary Shares Disregarded.* In determining whether the Record Holders of the requisite number of Depositary Shares have concurred in any vote (including, without limitation, in respect of any direction, consent, request, amendment, alteration or supplement) referred to in this Agreement, Depositary Shares that are owned by the

Corporation, by any Subsidiary thereof or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Corporation or any Subsidiary thereof shall be disregarded and deemed not to be outstanding for the purpose of any such determination.

ARTICLE 5
THE DEPOSITARY, THE DEPOSITARY'S AGENTS, THE REGISTRAR AND THE CORPORATION

Section 5.01. *Maintenance of Offices, Agencies and Transfer Books by the Depositary; Registrar; Depositary's Agents.* Upon execution of this Agreement, the Depositary shall maintain at the Depositary's Office, facilities for the execution and delivery, transfer, surrender and exchange, split-up and combination of Receipts and deposit and withdrawal of the Series B Preferred Stock, and at the offices of the Depositary's Agents, if any, facilities for the delivery, transfer, surrender and exchange of Receipts and deposit and withdrawal of the Series B Preferred Stock, all in accordance with the provisions of this Agreement.

The Registrar shall keep books at the Depositary's Office for the registration and transfer of Receipts. Upon direction by the Corporation and with reasonable notice to the Registrar, the Registrar shall open its books for inspection by the Record Holders of Receipts as directed by the Corporation; *provided* that any Record Holder shall be granted such right by the Corporation only after certifying that such inspection shall be for a proper purpose reasonably related to such Person's interest as an owner of Depositary Shares evidenced by the Receipts.

The Corporation may cause the Registrar to close such books, at any time or from time to time, when deemed expedient by it in connection with the performance of its duties hereunder.

The Depositary may, with the approval of the Corporation, appoint a Registrar for registration of the Receipts or the Depositary Shares evidenced thereby. If the Receipts or the Depositary Shares evidenced thereby or the Series B Preferred Stock represented by such Depositary Shares shall be listed on one or more national securities exchanges, the Depositary shall appoint a Registrar (acceptable to the Corporation) for registration of the Receipts or Depositary Shares in accordance with any requirements of such exchange. Such registrar (which may be the Registrar if so permitted by the requirements of any such exchange) may be removed and a substitute registrar may be appointed by the Depositary upon the request or with the approval of the Corporation. If the Receipts, Depositary Shares or Series B Preferred Stock are listed on one or more other securities exchanges, the Registrar shall, at the expense and request of the Corporation, arrange such facilities for the delivery, transfer, surrender and exchange of the Receipts, Depositary Shares or Series B Preferred Stock as may be required by law or applicable securities exchange regulation.

The Depositary may from time to time appoint one or more Depositary's Agents to act in any respect for the Depositary for the purposes of this Agreement and may from time to time appoint additional Depositary's Agents and vary or terminate the appointment of such Depositary's Agents; *provided* that the Depositary shall notify the Corporation of any such appointment or variation or termination of such appointment.

Section 5.02. *Prevention of or Delay in Performance by the Depositary, the Depositary's Agents, the Registrar or the Transfer Agent.* None of the Depositary, any Depositary's Agent, any Registrar or any Transfer Agent shall incur any liability to any Record Holder of a Receipt if by reason of any provision of any present or future law, or regulation thereunder, of the United States of America or of any other governmental authority or by reason of any provision, present or future, of the Articles of Incorporation or by reason of any act of God or war or other circumstance beyond the control of the relevant party, the Depositary, any such Depositary's Agent, any such Registrar or any such Transfer Agent shall be prevented, delayed or forbidden from, or subjected to any penalty on account of, doing or performing any act or thing which the terms of this Agreement provide shall be done or performed. Nor shall the Depositary, any Depositary's Agent, any Registrar nor any Transfer Agent incur liability to any Record Holder of a Receipt (a) by reason of any nonperformance or delay, caused as aforesaid, in the performance of any act or thing which the terms of this Agreement shall provide shall or may be done or performed or (b) by reason of any exercise of, or failure to exercise, any discretion provided for in this Agreement except, in case of any such exercise or failure to exercise discretion not caused as aforesaid, if caused by the gross negligence, willful misconduct or bad faith of the party charged with such exercise or failure to exercise, or as otherwise explicitly set forth in this Agreement.

Section 5.03. *Obligations of the Depositary, the Depositary's Agents, the Registrar and the Transfer Agent.* Notwithstanding anything to the contrary contained herein, none of the Depositary, any Depositary's Agent, any Registrar or any Transfer Agent assumes any obligation or shall be subject to any liability whether in contract, tort or otherwise under this Agreement to Record Holders of Receipts, the Corporation or any other Person other than for its gross negligence, willful misconduct, fraud or bad faith.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER THE DEPOSITARY, NOR THE DEPOSITARY'S AGENT NOR ANY REGISTRAR NOR THE TRANSFER AGENT OR THE CORPORATION, AS THE CASE MAY BE, SHALL BE LIABLE IN ANY EVENT FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF THEY HAVE BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

None of the Depositary, any Depositary's Agent, any Registrar or any Transfer Agent shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of the Series B Preferred Stock, the Depositary Shares or the Receipts, which, in its reasonable opinion, may involve it in expense or liability, unless indemnity reasonably satisfactory to it against all expense and liability be furnished as often as may be reasonably required.

None of the Depositary, any Depositary's Agent, any Registrar or any Transfer Agent shall be liable for any action or any failure to act by it in reliance upon the written advice of legal counsel or accountants, or information from any Person presenting Series B Preferred Stock for deposit, any Record Holder of a Receipt or any other Person believed by it in good faith to be competent to give such information. Each of the Depositary, any Depositary's Agent, any Registrar and any Transfer Agent may rely, and shall each be protected in acting upon or omitting to act, upon any written notice, request, direction or other document believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties.

The Depositary, the Depositary's Agent, any Registrar or Transfer Agent, as the case may be, shall indemnify the Corporation against any liability that may directly arise out of acts performed or omitted by the Depositary or any Depositary's Agent due to its or their gross negligence, willful misconduct, fraud or bad faith. The Depositary undertakes, and any Depositary's Agent, Registrar and any Transfer Agent, as the case may be, shall be required to undertake, to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Depositary or any Depositary's Agent, Transfer Agent or Registrar.

The Depositary, its parent, affiliates and Subsidiaries, any Depositary's Agent and any Registrar or Transfer Agent may own, buy, sell and deal in any class of securities of the Corporation and its affiliates and in Receipts or Depositary Shares or have a pecuniary interest in any transaction in which the Corporation or its affiliates may be interested or contract with or lend money to any such Person or otherwise act as fully or as freely as if it were not the Depositary, the Depositary's parent, affiliate or Subsidiary or the Depositary's Agent or the Registrar hereunder. The Depositary may also act as trustee, transfer agent or registrar of any of the securities of the Corporation and its affiliates.

It is intended that none of the Depositary, its agents or any Registrar, acting as a Depositary's Agent or Registrar, as the case may be, shall be deemed to be an "issuer" of the securities under federal securities laws or applicable state securities laws, it being expressly understood and agreed that the Depositary, any Depositary's Agent and the Registrar are acting only in a ministerial capacity as Depositary or Registrar for the Series B Preferred Stock. The Depositary will not be under any duty or responsibility to ensure compliance with any applicable federal or state securities laws in connection with the issuance, transfer or exchange of the Receipts, the shares of the Series B Preferred Stock or Depositary Shares.

None of the Depositary, its officers, directors, employees or agents or the Registrar makes any representation or has any responsibility as to the validity of (a) the registration statement pursuant to which the offer and sale of the Depositary Shares and Series B Preferred Stock are registered under the Securities Act, (b) the Articles of Incorporation, (c) the Series B Preferred Stock, (d) the Depositary Shares, (e) the Receipts (except for its counter-signatures thereon), (f) any instruments referred to in any of the foregoing or (g) as to the correctness of any statement made in any of the foregoing.

The Depositary assumes no responsibility for the correctness of the description that appears in the Receipts. Notwithstanding any other provision herein or in the Receipts, the Depositary makes no warranties or representations as to the validity or genuineness of any Series B Preferred Stock at any time deposited with the Depositary hereunder or of the Depositary Shares, as to the validity or sufficiency of this Agreement, as to the value of the Depositary Shares or as to any right, title or interest of the Record Holders of Receipts in and to the Depositary Shares. The Depositary shall not be accountable for the use or application by the Corporation of the Depositary Shares or the Receipts or the proceeds thereof.

The Depositary shall not have any liability for interest on any monies at any time received by it pursuant to any of the provisions of this Agreement or of the Receipts, the Depositary Shares or the Series B Preferred Stock. Notwithstanding the foregoing, each of the Depositary, any Depositary's Agent, any Registrar and any Transfer Agent shall segregate any monies at any time received by it pursuant to any of the provisions of this Agreement or of the Receipts, the Depositary Shares or the Series B Preferred Stock from other monies held by it. None of the Depositary, any Depositary's Agent, any Registrar or any Transfer Agent shall be responsible for advancing funds on behalf of the Corporation or have any duty or obligation to make any payments if it has not timely received sufficient funds to make timely payments.

In the event the Depositary, the Depositary's Agent or any Registrar or Transfer Agent believes any ambiguity or uncertainty exists hereunder or in any notice, instruction, direction, request or other communication, paper or document received by the Depositary hereunder, or in the administration of any of the provisions of this Agreement, the Depositary shall deem it necessary or desirable that a matter be proved or established prior to taking, omitting or suffering to take any action hereunder, the Depositary may, in its sole discretion, with prior written notice to the Corporation, refrain from taking any action and the Depositary, Depositary's Agent or any Registrar or Transfer Agent shall be fully protected and shall not be liable in any way to the Corporation, any Record Holders of Receipts or any other Person for refraining from taking such action, unless the Depositary receives written instructions or a certificate signed by the Corporation that eliminates such ambiguity or uncertainty to the reasonable satisfaction of the Depositary, Depositary's Agent, Registrar or Transfer Agent or that proves or establishes the applicable matter to the reasonable satisfaction of the Depositary, Depositary's Agent, Registrar or Transfer Agent. Such written instructions shall be full and complete authorization to the Depositary, the Depositary's Agents, any Transfer Agent or Registrar, as the case may be, and the Depositary, the Depositary's Agents, any Transfer Agent or Registrar shall incur no liability for or in respect of any action taken, suffered or omitted by it under the provisions of this Agreement in reasonable reliance upon such written instructions.

In the event the Depositary, the Depositary's Agent, the Registrar or the Transfer Agent, as the case may be, shall receive conflicting claims, requests or instructions from any Holders of Receipts, on the one hand, and the Corporation, on the other hand, the Depositary, the Depositary's Agent, the Registrar or the Transfer Agent, as the case may be, shall be entitled to act on such claims, requests or instructions received from the Corporation, and shall incur no liability and shall be entitled to the full indemnification set forth in Section 5.06 hereof in connection with any action so taken.

The Depositary undertakes not to issue any Receipt other than to evidence the Depositary Shares that have been delivered to, and are then on deposit with, the Depositary. The Depositary also undertakes not to sell, except as provided herein, pledge or lend Depositary Shares or shares of Series B Preferred Stock held by it as Depositary.

Except as otherwise provided in this Agreement, the Depositary, Depositary's Agent, any Registrar, and any Transfer Agent hereunder:

(i) shall have no duties or obligations other than those specifically set forth herein (and no implied duties or obligations), or as may subsequently be agreed to in writing by the parties;

(ii) shall have no obligation to make payment hereunder unless the Corporation shall have provided the necessary federal or other immediately available funds or securities or property, as the case may be, to pay in full amounts due and payable with respect thereto;

(iii) may rely on and shall be authorized and protected in acting or failing to act upon any certificate, instrument, opinion, notice, letter, facsimile transmission or other document or security delivered to the Depositary and reasonably believed by the Depositary in good faith to be genuine and to have been signed by the proper party or parties, and shall have no responsibility for determining the accuracy thereof;

(iv) may rely on and shall be authorized and protected in acting or failing to act upon the written, electronic or oral instructions given in accordance with this Agreement, with respect to any matter relating to the Depositary's actions as Depositary covered by this Agreement (or supplementing or qualifying any such actions) of officers of the Corporation;

(v) shall not be called upon at any time to advise any Person with respect to the shares of the Series B Preferred Stock or Receipts except to the extent otherwise agreed in writing by the Depositary, Depositary's Agent, any Registrar or any Transfer Agent, as applicable;

(vi) shall not be liable or responsible for any recital or statement contained in any documents relating hereto or the shares of the Series B Preferred Stock or Receipts; and

(vii) shall not be liable in any respect on account of the identity, authority or rights of the parties (other than with respect to the Depositary in any of its capacities under this Agreement, or any Depositary's Agent, as applicable) executing or delivering or purporting to execute or deliver this Agreement or any documents or papers deposited or called for under this Agreement.

The obligations of the Corporation set forth in this Section 5.03 shall survive the replacement, removal or resignation of the Depositary, Registrar, Transfer Agent or Depositary's Agent or termination of this Agreement.

Section 5.04. *Resignation and Removal of the Depositary; Appointment of Successor Depositary.* The Depositary may at any time resign as Depositary hereunder by delivering notice of its election to do so to the Corporation, such resignation to take effect upon the appointment of a successor Depositary and its acceptance of such appointment as hereinafter provided.

The Depositary may at any time be removed by the Corporation by notice of such removal delivered to the Depositary, such removal to take effect upon the appointment of a successor Depositary hereunder and its acceptance of such appointment as hereinafter provided.

In case at any time the Depositary acting hereunder shall resign or be removed, the Corporation shall, within 60 days after the delivery of the notice of resignation or removal, as the case may be, appoint a successor Depositary, which shall be a Person that (a) is not an affiliate of the Corporation, (b) has its principal office in the United States of America and (c) has a combined capital and surplus of at least $50,000,000, along with its affiliates. In the event of such removal or resignation, the Corporation will appoint a successor depositary and inform the Depositary of the name and address of any successor depositary so appointed, provided that no failure by the Corporation to appoint such a successor depositary shall affect the termination of this Agreement or the discharge of the Depositary as depositary hereunder. Upon payment of all outstanding fees and expenses hereunder, the Depositary shall promptly forward to the successor depositary or its designee any Series B Preferred Stock, Receipts, cash, securities or other property held by it in any capacity under this Agreement and any certificates, letters, notices and other documents that the Depositary may receive in any capacity under this Agreement after its appointment has so terminated. If no successor Depositary shall have been so appointed and have accepted appointment within 60 days after delivery of such notice, the resigning or removed Depositary may petition any court of competent jurisdiction for the appointment of a successor Depositary. Every successor Depositary shall execute and deliver to its predecessor and to the Corporation an instrument in writing accepting its appointment hereunder, and thereupon such successor Depositary, without any further act or deed, shall become fully vested with all the rights, powers, duties and obligations of its predecessor and for all purposes shall be the Depositary under this Agreement, and such predecessor, upon payment of all sums due it and on the written request of the Corporation, shall promptly execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder, shall duly assign, transfer and deliver all right, title and interest in the Series B Preferred Stock and any moneys, securities or other property held hereunder to such successor, and shall deliver to such successor Depositary a list of the Record Holders of all outstanding Receipts and such records, books and other information in its possession relating thereto. Any successor Depositary shall promptly send notice of its appointment to the Record Holders of Receipts.

Any entity into or with which the Depositary may be merged, consolidated or converted shall be the successor of the Depositary without the execution or filing of any document or any further act, and notice thereof shall not be required hereunder. Such successor Depositary may authenticate the Receipts in the name of the predecessor Depositary or its own name as successor Depositary.

The provisions of this Section 5.04 as they apply to the Depositary apply to the Registrar and Transfer Agent, as if specifically enumerated herein.

Section 5.05. *Corporate Notices and Reports.* The Corporation agrees that it shall deliver to the Depositary, and the Depositary agrees that it shall, promptly after receipt thereof, transmit to the Record Holders of Receipts, in each case at the addresses recorded in the Depositary's books, copies of all notices and reports (including, without limitation, financial statements) required by law, by the rules of the NYSE or any other national securities exchange upon which the Series B Preferred Stock, the Depositary Shares or the Receipts are listed or by the Articles of Incorporation, to be furnished to the Record Holders of Receipts. Such transmission will be at the Corporation's expense and the Corporation will provide the Depositary with such number of copies of such documents as the Depositary may reasonably request. In addition, the Depositary shall transmit to the Record Holders of Receipts at the Corporation's expense, including applicable fees, such other documents as may be requested by the Corporation.

Section 5.06. *Indemnification by the Corporation.* Subject to Section 5.03, the Corporation shall indemnify the Depositary, any Depositary's Agent and any Registrar or Transfer Agent (including each of their officers, directors, agents and employees) against, and hold each of them harmless from, any loss, damage, cost, penalty, liability or expense (including the reasonable costs and expenses of defending itself) which may arise out of acts performed, suffered or omitted to be taken in connection with this Agreement and the Receipts by the Depositary, any Registrar, any Transfer Agent or any of their respective agents (including any Depositary's Agent) and any transactions or documents contemplated hereby, except for any liability arising out of gross negligence, willful misconduct or bad faith on the respective parts of any such Person or Persons. The obligations of the Corporation and the rights of the Depositary set forth in this Section 5.06 shall survive any succession of any Depositary, Registrar, Transfer Agent or Depositary's Agent or the termination of this Agreement.

Section 5.07. *Fees, Charges and Expenses*. The Corporation agrees promptly to pay the Depositary the compensation to be agreed upon with the Corporation for all services rendered by the Depositary hereunder and to reimburse the Depositary for its reasonable out-of-pocket expenses (including reasonable counsel fees and expenses) incurred by the Depositary without gross negligence, willful misconduct or bad faith on its part (or on the part of any agent or Depositary's Agent) in connection with the services rendered by it (or such agent or Depositary's Agent) hereunder. The Corporation shall pay all charges of the Depositary in connection with the initial deposit of the Series B Preferred Stock and the initial issuance of the Depositary Shares and any change of the Series B Preferred Stock in accordance with Section 4.06. The Corporation shall pay all transfer and other taxes and governmental charges arising solely from the existence of the depositary arrangements. The Record Holders shall not be required to pay any transfer and other taxes and governmental charges relating to the Series B Preferred Stock, the Receipts or the Depositary Shares; *provided* that a Record Holder shall be required to pay any tax or duty that may be payable relating to any issuance or delivery of shares of Series B Preferred Stock or Common Stock or transfers or exchanges of Depositary Shares or Receipts, in each case, in a name other than the name of such Record Holder. If, at the request of a Record

Holder of Receipts, the Depositary incurs charges or expenses for which the Corporation is not otherwise liable hereunder, then such Record Holder shall be liable for such charges and expenses; *provided*, *however*, that the Depositary may, at its sole option, request that the Corporation direct a Record Holder of a Receipt to prepay the Depositary any charge or expense the Depositary has been asked to incur at the request of such Record Holder of Receipts. The Depositary shall present its statement for charges and expenses to the Corporation at such intervals as the Corporation and the Depositary may agree.

Section 5.08. *Tax Compliance.* The Depositary, on its own behalf and on behalf of the Corporation, will comply with all applicable certification, information reporting and withholding (including "backup" withholding) requirements imposed by applicable tax laws, regulations or administrative practice with respect to (a) any payments made with respect to the Depositary Shares and Series B Preferred Stock or (b) the issuance, delivery, holding, transfer or exercise of rights under the Receipts or the Depositary Shares. Such compliance shall include, without limitation, the preparation and timely filing of required returns and the timely payment of all amounts required to be withheld to the appropriate taxing authority or its designated agent.

The Depositary shall comply with any direction received from the Corporation with respect to the application of such requirements to particular payments or holders or in other particular circumstances, and may for purposes of this Agreement rely on any such direction in accordance with the provisions of Section 5.03 hereof.

The Depositary shall maintain all appropriate records documenting compliance with such requirements, and shall make such records available on request to the Corporation or to its authorized representatives.

Section 5.09. *Warranty as to Broadridge.* Broadridge hereby represents and warrants that it is a Person that (a) is not an affiliate of the Corporation, (b) has its principal office in the United States of America and (c) has a combined capital and surplus of at least $50,000,000, along with its affiliates.

ARTICLE 6
AMENDMENT AND TERMINATION

Section 6.01. *Amendment Without Consent of Record Holders.* Without the consent of the Record Holders of Receipts, the Receipts and any provisions of this Agreement may at any time and from time to time be amended, altered or supplemented by agreement between the Corporation and the Depositary for the following purposes:

(a) to cure any ambiguity, omission, inconsistency or mistake in this Agreement or the Receipts;

(b) to make any provision with respect to matters or questions relating to the Depositary Shares that is not inconsistent with the provisions of this Agreement and that does not adversely affect the rights, preferences, privileges or voting powers of any Record Holder of Receipts (other than any Record Holder that consents to such change);

(c) to make any change reasonably necessary, in the Corporation's reasonable determination, to reflect each Depositary Share's representation of 1/20th of a share of Series B Preferred Stock;

(d) to make any change reasonably necessary, in the Corporation's reasonable determination, to comply with the procedures of the Depositary and that does not adversely affect the rights, preferences, privileges or voting powers of any Record Holder of Receipts; or

(e) to make any other change that does not adversely affect the rights, preferences, privileges or voting powers of any Record Holder of Receipts (other than any Record Holder that consents to such change).

In addition, without the consent of the Record Holders of Receipts, the Receipts and any provisions of this Agreement may at any time and from time to time be amended, altered, supplemented or repealed to conform such provisions to the description thereof in the prospectus for the Depositary Shares, as supplemented and/or amended by the "Description of Depositary Shares" section of the preliminary prospectus supplement for the Depositary Shares, as further supplemented and/or amended by the pricing term sheet related thereto. Every Record Holder of an outstanding Receipt at the time any such action takes effect shall be deemed, by continuing to hold such Receipt, to consent and agree to such action and to be bound by this Agreement.

Section 6.02. *Amendment With Consent of Record Holders.* With the consent of the Record Holders of at least a majority of the aggregate number of Receipts then outstanding (determined in accordance with Section 4.09), subject to the last paragraph of this Section 6.02, the Receipts and any provisions of this Agreement may at any time and from time to time be amended, altered or supplemented by agreement between the Corporation and the Depositary; *provided*, *however*, that, without the consent of each Record Holder of an outstanding Receipt affected, no such amendment, alteration or supplement shall:

(a) reduce the number of Receipts the Record Holders of which must consent to an amendment, alteration or supplement of the Receipts or this Agreement;

(b) reduce the amount payable or deliverable in respect of the Receipts or extend the stated time for such payment or delivery;

(c) impair the right, subject to the provisions of Section 2.07, Section 2.08 and Article 3, of any owner of Depositary Shares to surrender any Receipt evidencing such Depositary Shares to the Depositary with instructions to deliver to the Record Holder the Series B Preferred Stock and all money and/or other property represented thereby;

(d) change the currency in which payments in respect of the Depositary Shares or any Receipt evidencing such Depositary Shares is made;

(e) impair the right of any Record Holder of Receipts to receive payments or deliveries on such Record Holder's Receipts on or after the due dates therefor or to institute suit for the enforcement of any such payment or delivery;

(f) make any change that adversely affects the conversion rights of any Record Holder of Receipts;

(g) make any change that adversely affects the voting rights of any Record Holder of Receipts; or

(h) make any change that adversely affects the rights of any Record Holder of Receipts upon redemption thereof.

For the avoidance of doubt, notwithstanding this Section 6.02, any provision of the Series B Preferred Stock or the Statement of Resolution may be amended in accordance with, and as set forth in, the Statement of Resolution.

Section 6.03. *Termination.* This Agreement may be terminated by the Corporation or the Depositary only if (a) all outstanding Depositary Shares issued hereunder have been canceled, upon conversion or redemption of the Series B Preferred Stock in accordance with the Articles of Incorporation or otherwise, or (b) there shall have been made a final distribution in respect of the Series B Preferred Stock in connection with any liquidation, winding-up or dissolution of the Corporation and such distribution shall have been distributed to the Record Holders of Receipts representing Depositary Shares pursuant to Section 4.01 or 4.02, as applicable.

Upon the termination of this Agreement, the Corporation shall be discharged from all obligations under this Agreement except for its obligations to the Depositary, any Depositary's Agent and any Registrar under Section 5.06 and 5.07.

ARTICLE 7
MISCELLANEOUS

Section 7.01. *Counterparts.* This Agreement may be executed in any number of counterparts, and by each of the parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or PDF shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7.02. *Record Holders of Receipts Are Parties; Exclusive Benefit of Parties.* The Record Holders of Receipts from time to time shall be parties to this Agreement and shall be bound by all of the terms and conditions hereof and of the Receipts. This Agreement is for the exclusive benefit of the parties hereto, and their respective assigns and successors hereunder, and shall not be deemed to give any legal or equitable right, remedy or claim to any other Person whatsoever.

Section 7.03. *Invalidity of Provisions.* In case any one or more of the provisions contained in this Agreement or in the Receipts should be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall in no way be affected, prejudiced or disturbed thereby.

Section 7.04. *Notices.* Any and all notices to be given to the Corporation hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail, or by facsimile transmission or electronic mail, confirmed by letter, addressed to the Corporation at:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002
Attention: Treasurer

With a copy to (which alone shall not constitute notice):

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002
Attention: Monica Karuturi
Phone: (713) 207-7789
Email: monica.karuturi@centerpointenergy.com

Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002-4995
Attention: Timothy S. Taylor
Clinton W. Rancher
Phone: (713) 229-1184
(713) 229-1820
Email: timothy.taylor@bakerbotts.com
clint.rancher@bakerbotts.com

or at any other addresses of which the Corporation shall have notified the Depositary in writing.

Any and all notices to be given to the Depositary hereunder or under the Receipts shall be in writing and shall be deemed to have been duly given if personally delivered or sent by mail, or by facsimile transmission confirmed by letter, addressed to the Depositary at the Depositary's Office at:

Broadridge Corporate Issuer Solutions, Inc.
1717 Arch Street, Suite 1300
Philadelphia, PA 19103
Attention: Corporate Actions Department

With a copy to (which alone shall not constitute notice):

Broadridge Financial Solutions, Inc.
2 Gateway Center
Newark, New Jersey 07102
and a copy via email to legalnotices@broadridge.com
in each case, Attention: General Counsel

or at any other address of which the Depositary shall have notified the Corporation in writing.

Subject to the immediately succeeding sentence, the Depositary shall give any and all notices directed to be given by the Corporation to any Record Holder (x) with respect to a Physical Receipt, in writing, and such notices shall be deemed to have been duly given if personally delivered or sent by mail or facsimile transmission confirmed by letter, addressed to such Record Holder at the address of such Record Holder as it appears on the books of the Depositary and (y) with respect to a DTC Receipt or if Depositary Shares are issued in book-entry form through any similar facility, in accordance with the applicable procedures of DTC or such facility, as the case may be.

Subject to the immediately succeeding sentence, delivery of a notice sent by mail or by facsimile transmission shall be deemed to be effected at the time when a duly addressed letter containing the same (or a confirmation thereof in the case of a facsimile transmission) is deposited, postage prepaid, in a post office letter box; *provided* that the Depositary or the Corporation may act upon any facsimile transmission received by it from the other, notwithstanding that such facsimile transmission shall not subsequently be confirmed by letter or as aforesaid. Delivery of a notice in accordance with clause (y) of the immediately preceding paragraph shall be deemed to be effective when such notice is delivered as described therein.

Section 7.05. *Appointment of Registrar and Transfer Agent.* Unless otherwise set forth on a certificate duly executed by an authorized officer of the Corporation, the Corporation hereby appoints Broadridge as Registrar and Transfer Agent in respect of the Series B Preferred Stock deposited with the Depositary hereunder, and Broadridge hereby accepts such appointment. Broadridge, in such capacity under such appointment, shall be entitled to the same rights, indemnities, immunities and benefits as the Depositary hereunder as if explicitly named in each such provision.

Section 7.06. *Governing Law.* This Agreement and the Receipts and all rights hereunder and thereunder and provisions hereof and thereof, including without limitation any claim, controversy or dispute arising under or related to this Agreement or the Receipts, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to applicable conflicts of law principles.

Section 7.07. *Inspection of Deposit Agreement and Certificate.* Copies of this Agreement and the Articles of Incorporation shall be filed with the Depositary and any of the Depositary's Agents and shall be open to inspection during business hours at the Depositary's Office by any Record Holder of any Receipt.

Section 7.08. *Headings.* The headings of articles and sections in this Agreement and in the form of the Receipt set forth in Exhibit A hereto have been inserted for convenience only and are not to be regarded as a part of this Agreement or the Receipts or to have any bearing upon the meaning or interpretation of any provision contained herein or in the Receipts.

Section 7.09. *Confidentiality*. The Depositary agrees that all books, records, information and data pertaining to the business of the Corporation, including, inter alia, personal, non-public record holder information, that are exchanged or received pursuant to the negotiation or the carrying out of this Agreement, shall remain confidential and shall not be disclosed in any manner whatsoever except as otherwise required by law, regulation, subpoena or governmental authority.

Section 7.10. *Further Assurance*. The Corporation shall perform, acknowledge and deliver or cause to be performed, acknowledged and delivered all such further and other acts, documents, instruments and assurances as may be reasonably required by the Depositary for the carrying out or performing by the Depositary of the provisions of this Agreement.

[*Signatures on following page*]

IN WITNESS WHEREOF, the Corporation and the Depositary have duly executed this Agreement as of the day and year first above set forth, and all holders of Receipts shall become parties hereto by and upon acceptance by them of delivery of Receipts issued in accordance with the terms hereof.

CENTERPOINT ENERGY, INC.

By: /s/ Carla A. Kneipp
Name: Carla A. Kneipp
Title: Vice President and Treasurer

BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC.

By: /s/ John Dunn
Name: John Dunn
Title: Vice President

EXHIBIT A

[FORM OF FACE OF RECEIPT]

THE DEPOSITARY SHARES REPRESENTED BY THIS RECEIPT ARE NOT SAVINGS ACCOUNTS, DEPOSITS OR OTHER OBLIGATIONS OF A BANK AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

[UNLESS THIS RECEIPT IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY RECEIPT 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 HEREUNDER 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.][1]

---

1 **Insert for a DTC Receipt.**

Number DR- [Initially][2] Depositary Shares
(CUSIP: 15189T503)

**DEPOSITARY RECEIPT FOR DEPOSITARY SHARES,
EACH REPRESENTING ONE-TWENTIETH OF ONE SHARE OF
7.00% SERIES B MANDATORY CONVERTIBLE PREFERRED STOCK, OF
CENTERPOINT ENERGY, INC.**

Incorporated under the laws of the State of Texas
(See reverse for certain definitions.)

BROADRIDGE CORPORATE ISSUER SOLUTIONS, INC., a Pennsylvania corporation (the "**Depositary**"), hereby certifies that [3] is the registered owner of [( )][4] [the number of][5] DEPOSITARY SHARES ("**Depositary Shares**") [shown on Schedule I hereto][6], each Depositary Share representing a one-twentieth interest in one share of the 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share (the "**Series B Preferred Stock**"), of CENTERPOINT ENERGY, INC., a Texas corporation (the "**Corporation**"), on deposit with the Depositary, subject to the terms and entitled to the benefits of the Deposit Agreement dated as of October 1, 2018 (the "**Deposit Agreement**"), among the Corporation, the Depositary and the Record Holders from time to time of the Receipts. The designations, preferences, limitations and relative rights, voting, redemption and other rights and the qualifications, limitations and restrictions of the Series B Preferred Stock are set forth in a Statement of Resolution pursuant to the Corporation's Restated Articles of Incorporation as filed with the Secretary of State of the State of Texas. The aggregate number of Depositary Shares evidenced by Receipts that may be executed and delivered under the Deposit Agreement is initially limited to 19,550,000.

This Receipt and all rights hereunder and provisions hereof, including without limitation any claim, controversy or dispute arising under or related to this Receipt, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to applicable conflicts of law principles.

Capitalized terms used in this Receipt and not defined in this Receipt shall have the respective meanings set forth in the Deposit Agreement. In the case of any conflict between this Receipt and the Deposit Agreement, the provisions of the Deposit Agreement shall control and govern.

---

2 **Insert for DTC Receipt.**
3 **Insert "CEDE & CO." for a DTC Receipt.**
4 **Insert for Physical Receipt.**
5 **Insert for DTC Receipt.**
6 **Insert for DTC Receipt.**

This Receipt is issuable to [7] as the registered owner of the Depositary Shares represented hereby. By accepting this Receipt, the Record Holder hereof becomes a party to and agrees to be bound by all the terms and conditions of the Deposit Agreement.

This Receipt shall not be valid or obligatory for any purpose or entitled to any benefits under the Deposit Agreement unless it shall have been executed by the Depositary by the manual or facsimile signature of a duly authorized officer and, if a Registrar in respect of the Receipts (other than the Depositary) shall have been appointed, by the manual or facsimile signature of a duly authorized officer of such Registrar.

Dated:

BROADRIDGE CORPORATE ISSUER
SOLUTIONS, INC., as Depositary

By: _____
Authorized Signatory

[7] **Insert "CEDE & CO." for a DTC Receipt.**

[FORM OF REVERSE OF RECEIPT]

CENTERPOINT ENERGY, INC.

UPON REQUEST, CENTERPOINT ENERGY, INC. (THE "**CORPORATION**") WILL FURNISH WITHOUT CHARGE TO EACH HOLDER OF A RECEIPT WHO SO REQUESTS A COPY OF THE DEPOSIT AGREEMENT AND/OR A COPY OF THE CORPORATION'S RESTATED ARTICLES OF INCORPORATION, AS AMENDED (INCLUDING THE STATEMENT OF RESOLUTION ESTABLISHING THE TERMS OF THE CORPORATION'S 7.00% SERIES B MANDATORY CONVERTIBLE PREFERRED STOCK). ANY SUCH REQUEST IS TO BE ADDRESSED TO THE DEPOSITARY NAMED ON THE FACE OF THIS RECEIPT.

The Corporation will furnish without charge to each Record Holder of a Receipt who so requests the designations, preferences, limitations and relative rights, voting, redemption and other rights and the qualifications, limitations and restrictions of each class of stock or series thereof of the Corporation. Such request may be made to the Corporation or to the Registrar.

KEEP THIS RECEIPT IN A SAFE PLACE. IF IT IS LOST, STOLEN OR DESTROYED THE CORPORATION WILL REQUIRE A BOND OF INDEMNITY AS A CONDITION TO THE ISSUANCE OF A REPLACEMENT RECEIPT.

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Receipt, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM = as tenants in common

UNIF GIFT MIN ACT = Uniform Gifts to Minors Act

CUST = Custodian

TEN ENT = as tenants by the entireties

JT TEN = joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

SCHEDULE OF EXCHANGES

CENTERPOINT ENERGY, INC.

Depositary Shares, Each Representing a 1/20th Interest in 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share

The number of Depositary Shares initially represented by this DTC Receipt shall be [ ]. Thereafter the Transfer Agent and Registrar shall note changes in the number of Depositary Shares evidenced by this DTC Receipt in the table set forth below:

Date of Exchange	Amount of Decrease in Number of Depositary Shares Evidenced by This DTC Receipt	Amount of Increase in Number of Depositary Shares Evidenced by This DTC Receipt	Number of Depositary Shares Represented by This DTC Receipt Following Decrease or Increase	Signature of Authorized Officer of Transfer Agent and Registrar

8 **Attach Schedule I only to DTC Receipts.**

[FORM OF ASSIGNMENT AND TRANSFER]

For value received, _____ hereby sell(s), assign(s) and transfer(s) unto _____ (Please insert social security or other identifying number of assignee, together with such assignee's name and address, including zip code) _____ Depositary Shares represented by the within receipt, and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the Depositary Shares on the books of the within named Depositary, with full power of substitution in the premises.

Dated: _____

_____

_____

Signature(s)

_____

Signature Guarantee

NOTICE:	THE SIGNATURE TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE RECEIPT IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATEVER.
SIGNATURE(S) GUARANTEED:	THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 17Ad-15.

Exhibit 5.1

BAKER BOTTS L.L.P.

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PALO ALTO
RIYADH
SAN FRANCISCO
WASHINGTON

October 1, 2018

001166.1548

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

In connection with the issuance by CenterPoint Energy, Inc., a Texas corporation (the "Company"), of 69,633,027 shares (the "Shares") of common stock, par value $0.01 per share, of the Company, pursuant to (a) the Registration Statement on Form S-3 (Registration No. 333-215833), as amended through the date hereof (including by post-effective amendment No. 1 thereto) (as amended, the "Registration Statement"), which was filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus of the Company dated September 24, 2018, as supplemented by the prospectus supplement of the Company relating to the sale of the Shares dated September 25, 2018 (as so supplemented, the "Prospectus"), as filed by the Company with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Shares are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

The Shares are being offered, issued and sold pursuant to the Underwriting Agreement dated September 25, 2018 (the "Underwriting Agreement"), by and among the Company and the several underwriters named in Schedule I thereto (the "Underwriters").

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Restated Articles of Incorporation of the Company and the Third Amended and Restated Bylaws of the Company (each as amended to date, the "Organizational Documents"); (ii) the Underwriting Agreement; (iii) the Registration Statement and the Prospectus; and (iv) corporate records of the Company, including certain resolutions of the board of directors of the Company and the pricing committee thereof, as furnished to us by you, certificates of public officials and of representatives of the Company, statutes and other instruments and documents as we have deemed necessary or advisable for purposes of the opinion hereinafter expressed. In giving the opinion set forth below, we have relied, to the extent we deemed appropriate without independent investigation or verification, upon certificates, statements or other representations of officers or other authorized representatives of the Company and of governmental and public officials with respect to the accuracy of the factual matters contained in or covered by such certificates, statements or representations. In giving the opinion below, we have assumed that all signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, all documents submitted to us as certified or photostatic copies are true, correct and complete copies of the originals thereof and all information submitted to us was accurate and complete.

On the basis of the foregoing, and subject to the limitations and qualifications set forth herein, we are of the opinion that the Shares have been duly authorized by all necessary corporate action on the part of the Company, and, when issued and delivered by the Company against payment of the purchase price therefor in accordance with the terms of the Underwriting Agreement, will be validly issued, fully paid and non-assessable.

The opinion set forth above is limited in all respects to matters of the laws of the State of Texas and applicable federal law of the United States, in each case as in effect on the date hereof. We express no opinion as to the effect of the laws of any other jurisdiction. We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Form 8-K. We also consent to the references to our Firm under the heading “Legal Matters” in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

Exhibit 5.2

BAKER BOTTS LLP

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October 1, 2018

001166.1551

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

In connection with the issuance by CenterPoint Energy, Inc., a Texas corporation (the "Company"), of 19,550,000 of its depositary shares (the "Depositary Shares"), each of which represents a 1/20th interest in a share of the Company's 7.00% Series B Mandatory Convertible Preferred Stock, par value $0.01 per share (the "Series B Preferred Stock"), pursuant to (a) the Registration Statement on Form S-3 (Registration No. 333-215833), as amended through the date hereof (including by post-effective amendment No. 1 thereto) (as amended, the "Registration Statement"), which was filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus of the Company dated September 24, 2018, as supplemented by the prospectus supplement of the Company relating to the sale of the Depositary Shares dated September 25, 2018 (as so supplemented, the "Prospectus"), as filed by the Company with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Depositary Shares are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.2 to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

The Depositary Shares are being offered, issued and sold pursuant to the Underwriting Agreement dated September 25, 2018 (the "Underwriting Agreement"), by and among the Company and the several underwriters named in Schedule I thereto (the "Underwriters"). The Depositary Shares are to be issued under a Deposit Agreement, dated as of October 1, 2018 (the "Deposit Agreement"), among the Company, Broadridge Corporate Issuer Solutions, Inc., as depositary, and the holders from time to time of the depositary receipts evidencing the Depositary Shares. Pursuant to the Statement of Resolution (as defined below), shares of the Series B Preferred Stock are convertible into shares of common stock of the Company, par value $0.01 per share (the "Conversion Shares"), and, subject to the provisions of the Statement of Resolution, dividends payable on the Series B Preferred Stock may under certain circumstances be paid in shares of common stock of the Company, par value $0.01 per share (the "Dividend Shares").

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Restated Articles of Incorporation of the Company and the Third Amended and Restated Bylaws of the Company (each as amended to date, the "Organizational Documents"); (ii) the Underwriting Agreement; (iii) the Deposit Agreement, (iv) the Registration Statement and the Prospectus; (v) the Statement of Resolution relating to the Series B Preferred Stock filed with the Secretary of State of the State of Texas (the "Statement of Resolution") and (vi) corporate

records of the Company, including certain resolutions of the board of directors of the Company and the pricing committee thereof, as furnished to us by you, certificates of public officials and of representatives of the Company, statutes and other instruments and documents as we have deemed necessary or advisable for purposes of the opinion hereinafter expressed. In giving the opinion set forth below, we have relied, to the extent we deemed appropriate without independent investigation or verification, upon certificates, statements or other representations of officers or other authorized representatives of the Company and of governmental and public officials with respect to the accuracy of the factual matters contained in or covered by such certificates, statements or representations. In giving the opinion below, we have assumed that all signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, all documents submitted to us as certified or photostatic copies are true, correct and complete copies of the originals thereof and all information submitted to us was accurate and complete.

On the basis of the foregoing, and subject to the limitations and qualifications set forth herein, we are of the opinion that:

1. The Deposit Agreement and the Depositary Shares have been duly authorized by all necessary corporate action on the part of the Company, and, when the Depositary Shares have been issued and delivered by the Company in accordance with the terms of the Underwriting Agreement and the Deposit Agreement, the Depositary Shares will constitute the valid and legally binding obligations of the Company enforceable against the Company in accordance with their terms (except as that enforcement is subject to (a) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance or other laws relating to or affecting creditors' rights generally, (b) general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law) and (c) any implied covenants of good faith and fair dealing), and the depositary receipts representing the Depositary Shares will entitle the holders thereof to the rights specified therein and in the Deposit Agreement.

2. The shares of the Series B Preferred Stock have been duly authorized by all necessary corporate action on the part of the Company, and, when issued and delivered by the Company in accordance with the terms of the Underwriting Agreement and the Statement of Resolution, will be validly issued, fully paid and non-assessable.

3. The Conversion Shares issuable upon the conversion of the Series B Preferred Stock have been duly authorized by all necessary corporate action on the part of the Company, and, when issued and delivered by the Company in accordance with the terms of the Statement of Resolution, will be validly issued, fully paid and non-assessable.

4. The Dividend Shares payable on the Series B Preferred Stock have been duly authorized by all necessary corporate action on the part of the Company, and, when issued and delivered by the Company in accordance with the terms of the Statement of Resolution, will be validly issued, fully paid and non-assessable.

With your consent, we have assumed that the Deposit Agreement constitutes the valid, binding and enforceable obligation of the parties thereto other than the Company, enforceable against the parties in accordance with its terms.

The opinions set forth above are limited in all respects to matters of the laws of the State of Texas and applicable federal law of the United States, in each case as in effect on the date hereof. We express no opinion as to the effect of the laws of any other jurisdiction. We hereby consent to the filing of this opinion of counsel as Exhibit 5.2 to the Form 8-K. We also consent to the references to our Firm under the heading “Legal Matters” in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

Exhibit 8.1

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October 1, 2018

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CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

In connection with the issuance by CenterPoint Energy, Inc., a Texas corporation (the "Company"), of 19,550,000 of its depositary shares (the "Depositary Shares") (which includes 2,550,000 additional Depositary Shares issued and sold pursuant to the underwriters' option to purchase additional Depositary Shares), each of which represents a 1/20th interest in a share of its 7.00% Series B Mandatory Convertible Preferred Stock, $0.01 par value per share (the "Series B Preferred Stock"), pursuant to (a) the Registration Statement on Form S-3 (Registration No. 333-215833), as amended through the date hereof (including by post-effective amendment No. 1 thereto) (as amended, the "Registration Statement"), which was filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus of the Company dated September 24, 2018, as supplemented by the prospectus supplement of the Company relating to the sale of the Depositary Shares dated September 25, 2018 (as so supplemented, the "Prospectus"), as filed by the Company with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Depositary Shares are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 8.1 to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

The Depositary Shares are to be sold pursuant to the Underwriting Agreement dated September 25, 2018 (the "Underwriting Agreement"), by and among the Company and the several underwriters named in Schedule I thereto (the "Underwriters"). The Depositary Shares are to be issued under a Deposit Agreement, dated October 1, 2018 (the "Deposit Agreement"), among the Company, Broadridge Corporate Issuer Solutions, Inc., as depositary, and the holders from time to time of the depositary receipts evidencing the Depositary Shares.

In connection with the offering of the Depositary Shares, we prepared the discussion set forth under the caption "Material United States Federal Income Tax Consequences" in the Prospectus (the "Discussion").

This opinion is based upon the factual representations of the Company concerning its business, properties and governing documents as set forth in the Registration Statement, the Prospectus and the Company's responses to our examinations and inquiries.

In our capacity as counsel to the Company, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For purposes of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or representations.

We hereby confirm that all statements of legal conclusions contained in the Discussion constitute the opinion of Baker Botts L.L.P. with respect to the matters set forth therein as of the date hereof, subject to the assumptions, qualifications and limitations set forth therein. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement and the Prospectus, may affect the conclusions stated herein.

No opinion is expressed as to any matter not discussed in the Discussion. We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

This opinion is furnished to you, and is for your use in connection with the transactions set forth in the Prospectus. This opinion may not be relied upon by you for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent, except that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law, including those who purchase the Depositary Shares in the offering.

We hereby consent to the filing of this opinion as Exhibit 8.1 to the Form 8-K, to the incorporation by reference of this opinion into the Registration Statement and to the references to our firm under the heading “Legal Matters” in the Prospectus. In giving this consent, however, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

The opinion expressed herein is given as of the date hereof and we undertake no obligations to supplement this opinion if any applicable law changes after such date or if we become aware of any facts that might change the opinion expressed herein after such date or for any other reason.

Very truly yours,

/s/ BAKER BOTTS L.L.P.