

**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): May 6, 2020

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-31447
(Commission
File Number)

74-0694415
(IRS Employer
Identification No.)

**1111 Louisiana
Houston Texas**
(Address of principal executive offices)

77002
(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))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	CNP	The New York Stock Exchange Chicago Stock Exchange, Inc. The New York Stock Exchange
Depository Shares for 1/20 of 7.00% Series B Mandatory Convertible Preferred Stock, \$0.01 par value	CNP/PB	The New York Stock Exchange

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

Emerging Growth Company

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

Item 1.01. Entry into a Material Definitive Agreement.

Preferred Stock Purchase Agreements

On May 6, 2020, CenterPoint Energy, Inc., a Texas corporation (“CenterPoint Energy” or the “Company”) entered into agreements for the private placement of its equity securities representing an approximately \$1.4 billion investment in the Company. The Company entered into Preferred Stock Purchase Agreements (the “Preferred Stock Purchase Agreements”) with Elliott International, L.P., a Cayman Islands limited partnership, and Elliott Associates, L.P., a Delaware limited partnership (together, “Elliott”), and BEP Special Situations 2 LLC and BEP Special Situations IV LLC (“BEP,” and together, the “Preferred Stock Purchasers”). Pursuant to the Preferred Stock Purchase Agreements, the Company has agreed to issue and sell 625,000 shares of newly created Series C Mandatory Convertible Preferred Stock, par value \$0.01, of the Company (the “Series C Preferred Stock”) to Elliott for an aggregate purchase price of \$625 million in cash, and 100,000 shares of Series C Preferred Stock to BEP for an aggregate purchase price of \$100 million in cash.

The Preferred Stock Purchasers have customary registration rights, pursuant to which the Company will use its reasonable best efforts to file within 60 days following signing a shelf registration statement for the resale of common shares into which the preferred stock may be converted. Preferred Stock Purchasers holding covered shares of more than \$200 million may request one shelf takedown every 12 months for a total of up to two times.

The Preferred Stock Purchasers are subject to a six-month transfer restriction, with exceptions for, among other things, affiliate transfers, and to limited restrictions on transfer thereafter.

The Preferred Stock Purchasers agreed to a standstill restricting certain conduct and activities until June 30, 2022. Among other restrictions, each Preferred Stock Purchaser is barred from (i) acquiring beneficial ownership of more than certain percentage of the Company’s outstanding common stock, (ii) calling an extraordinary general meeting, nominating directors to the board of directors of the Company (the “Board”), making other shareholder proposals, or seeking the removal of directors or Company management, (iii) submitting a proposal for any tender or exchange offer or other extraordinary transaction, recapitalization or restructuring, (iv) entering into any voting trust or arrangement, and (v) engaging in short sales or transacting in certain derivative securities that would result in such Preferred Stock Purchaser ceasing to have a net long position in the Company. The standstill is subject to certain customary exceptions and termination events.

Common Stock Purchase Agreements

On May 6, 2020, the Company also entered into three common stock purchase agreements (the “Common Stock Purchase Agreements” and, together with the Preferred Stock Purchase Agreements, the “Private Placement Agreements”) with certain investors (together, the “Common Stock Purchasers”), pursuant to which the Company has agreed to sell 41,977,612 shares of the common stock, par value \$0.01 per share, of the Company (the “Common Stock”) to the Common Stock Purchasers for an aggregate purchase price of \$675,000,000 in cash.

The Common Stock Purchasers also have customary shelf registration rights, pursuant to which the Company will use its reasonable best efforts to file within 30 days following signing a shelf registration statement for the resale of the common shares sold under the Common Stock Purchase Agreement.

Series C Preferred Stock

The Series C Preferred Stock is entitled to participate in any dividend or distribution (excluding those payable in Common Stock) with the Common Stock on a *pari passu, pro rata, as-converted* basis. At liquidation, the Series C Preferred Stock will rank *pari passu* to the Company’s existing Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock and 7.00% Series B Mandatory Convertible Preferred Stock and senior to the Company’s Common Stock, but will participate in a liquidation only on an as-converted to Common Stock basis.

Conversion of the Series C Preferred Stock is mandatory upon the occurrence of any of the following triggers: (i) the 12-month Preferred Stock Purchase Agreement anniversary date, (ii) a bankruptcy event, and (iii) a fundamental change in the Company, including, among other things certain change of control events. Upon a mandatory conversion, each share of Series C Preferred Stock will convert into the number of Common Stock equal to the quotient of \$1,000 divided by the prevailing conversion price (as adjusted, the “Conversion Price”), which is initially \$15.31. In a conversion at the 12-month anniversary date, in lieu of issuing Common Stock, the Company

may, at its election, make a cash payment equal to the product of (i) the market price of the Common Stock multiplied by (ii) the number of shares of Common Stock that such holder would have been entitled to receive in a conversion. Following the six-month anniversary date, Series C Preferred Stock holders also have an optional right to convert their holdings to Common Stock at any time, subject to a limit on conversion of more than 4.9% of the outstanding Common Stock. The Conversion Price is subject to adjustment for subdivisions and combinations, dividends or distributions payable in common stock. If all of the 725,000 shares of Series C Preferred Stock converted at the current Conversion Price, the Company would issue an incremental 47,354,670 shares of Common Stock.

The Company may not issue more than a specified amount of outstanding Common Stock (the “Share Cap”) upon conversion of Preferred Stock. Once the Share Cap has been reached, each Series C Preferred Stock holder electing to convert or subject to mandatory conversion will receive a cash payment equal to the product of (i) the market price of the Common Stock multiplied by (ii) the number of shares of Common Stock that such holder would have been entitled to receive in a conversion.

Series C Preferred Stock holders have no voting rights, except that the affirmative vote of a majority of outstanding Series C Preferred Stock is required for the Company to (i) create any class or series of securities that is senior to the Series C Preferred Stock; (ii) reclassify any authorized securities of the Company if reclassification would render the relevant security on a parity with or senior to the Preferred Stock, or (iii) issue any additional shares of Series C Preferred Stock.

The vote of at least 66 2/3% of the outstanding shares of Series C Preferred Stock is needed to amend the terms of the Series C Preferred Stock in any manner that would adversely alter or change the rights of the Series C Preferred Stock, subject to certain exceptions.

The Governance Arrangement Agreement

The Company also entered into a Governance Arrangement Agreement with Elliott (the “Governance Arrangement Agreement”). Pursuant to the Governance Arrangement Agreement, the Company agreed to appoint David J. Lesar and Barry T. Smitherman to the Company’s Board (as described below), and if Elliott continues to have an aggregate net long economic exposure of at least 2.5% of the Company’s outstanding voting securities, the Company and Elliott will cooperate to mutually select replacements in the event that the new outside directors that have been appointed to the Company’s board of directors today should cease to serve on the Board for any reason. The Board will also establish a Business Review and Evaluation Committee tasked with assisting the Board in evaluating and optimizing the various businesses, assets and ownership interests currently held by the Company and to report to the Board by October 15, 2020. The Company has also committed to holding an Investor Day by the end of the first quarter 2021 to provide heightened transparency with respect to the Company, assisted by the Business Review and Evaluation Committee.

The foregoing description of the Private Placement Agreements, the Statement of Resolution and the Governance Arrangement Agreement and the transactions contemplated thereby (the “Preferred Stock and Common Stock Transactions”) is not complete and is qualified in its entirety by reference to the full text of the Private Placement Agreements, the Statement of Resolution and the Governance Arrangement Agreement, which are attached to this report as Exhibits 4.1, 4.2, 4.3, 4.4, 4.5, 3.1 and 10.1, respectively, and are incorporated herein by reference.

Moelis & Company LLC, Goldman, Sachs & Co. LLC and J.P. Morgan Securities, LLC served as financial advisors to the Company.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this report is incorporated by reference into this Item 3.02.

The issuances of the shares of Series C Preferred Stock pursuant to the Preferred Stock Purchase Agreements and the issuances of the shares of Common Stock pursuant to the Common Stock Purchase Agreements are intended to be exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”), by virtue of the exemption provided by Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 of this report is incorporated by reference into this Item 3.03.

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

On May 6, 2020, at the recommendation of the Company's Governance Committee, the Board appointed David J. Lesar and Barry T. Smitherman, to the Board effective immediately. Messrs. Lesar and Smitherman have been elected to serve as directors of the Company until the expiration of their respective terms on the date of the Company's annual meeting of shareholders in 2021 and until their successors are elected and qualified. Messrs. Lesar and Smitherman are expected to stand for election as directors at the annual meeting of shareholders in 2021. Messrs. Lesar and Smitherman will serve on the Company's newly established Business Review and Evaluation Committee, and Mr. Lesar will also join the sub-committee of the Board that is tasked with supporting the Board's on-going permanent CEO selection process.

About David J. Lesar

Dave Lesar was named the interim CEO of Health Care Service Corporation in July 2019, having joined the company's board of directors in 2018, and will step down as HCSC's interim CEO on June 1, 2020. HCSC is the largest privately-held health insurer in the U.S. He was the Chairman of the Board and CEO of Halliburton from 2000 to 2017 and Executive Chairman of the Board from June 2017 until December 2018. At the company, he also served as CFO from 1995 through May 1997 and President and Chief Operating Officer from May 1997 through August 2010. Mr. Lesar joined Halliburton in 1993. He has also served on the board of directors of several companies, most recently Agrium, Inc. as well as Lyondell Chemical Co., Southern Co., Cordant Technologies, and Mirant. Trained as a Certified Public Accountant, Mr. Lesar spent 16 years at Arthur Andersen where he began in 1978. He received both his B.S. and MBA from the University of Wisconsin.

About Barry T. Smitherman

Barry Smitherman is the principal of Barry Smitherman, P.C. and a former partner in the energy regulatory group at Vinson & Elkins LLP. He served as Texas Railroad Commissioner from 2011 through 2014, and was Chairman of the Commission from March 2012 through August 2014. Prior to joining the TX RRC, Mr. Smitherman was Chairman of the Public Utility Commission of Texas, a position he held from November 2007 through July 2011. His service as a PUCT Commissioner began in April 2004. Over this time period, he served two terms on the U.S. Department of Energy Electricity Advisory Committee, on the Board of Directors of the National Association of Regulatory Utility Commissioners (NARUC), Chairman of the NARUC Gas Committee, on the Electric Reliability Council of Texas (ERCOT) Board of Directors, and on the Regional State Committee of the Southwest Power Pool (SPP). Prior to beginning public service, Mr. Smitherman spent 16 years as a public finance investment banker with J.P. Morgan Securities, The First Boston Corporation, Lazard, and Banc One Capital Markets.

There are no arrangements or understandings between Messrs. Lesar and Smitherman and any other person pursuant to which they were selected as a directors. The Company is not aware of any transaction in which Messrs. Lesar and Smitherman have an interest requiring disclosure under Item 404(a) of Regulation S-K.

Messrs. Lesar and Smitherman will be compensated for their service on the Board of Directors under the Company's standard arrangement for non-employee directors described in its proxy statement for the 2020 annual meeting of stockholders.

Item 8.01. Other Events.

On May 7, 2020, the Company issued a press release announcing entry into the Preferred Stock and Common Stock Transactions and related events. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
3.1	<u>Statement of Resolution Establishing Series of Shares designated Series C Mandatory Convertible Preferred Stock of CenterPoint Energy, Inc.</u>
4.1	<u>Preferred Stock Purchase Agreement, by and among CenterPoint Energy, Inc., Elliott International, L.P., and Elliott Associates, L.P., dated May 6, 2020</u>
4.2	<u>Preferred Stock Purchase Agreement, by and among CenterPoint Energy, Inc., BEP Special Situations 2 LLC and BEP Special Situations IV LLC, dated May 6, 2020</u>
4.3	<u>Common Stock Purchase Agreement, by and among CenterPoint Energy, Inc. and each investor identified on Schedule A thereto, dated May 6, 2020</u>
4.4	<u>Common Stock Purchase Agreement, by and among CenterPoint Energy, Inc. and each investor identified on Schedule A thereto, dated May 6, 2020</u>
4.5	<u>Common Stock Purchase Agreement, by and among CenterPoint Energy, Inc. and each investor identified on Schedule A thereto, dated May 6, 2020</u>
10.1	<u>Governance Arrangement Agreement, by and among CenterPoint Energy, Inc., Elliott International, L.P., and Elliott Associates, dated May 6, 2020</u>
99.1	<u>Press Release, dated May 7, 2020</u>
104	Cover Page Integrative Data File (embedded within the Inline XBRL document).

* Schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the U.S. Securities and Exchange Commission upon request.

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: May 7, 2020

By: /s/ Jason M. Ryan

Jason M. Ryan

Senior Vice President and General Counsel

STATEMENT OF RESOLUTION
ESTABLISHING SERIES OF SHARES

designated

SERIES C 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 at a meeting duly convened and held on May 6, 2020 authorized the issuance and sale by the Corporation of shares of its preferred stock, par value \$0.01 per share (the “**Preferred Stock**”), creating and providing for the establishment and issuance of a series of 725,000 shares of Preferred Stock 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 “Series C 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, 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 shall become effective immediately upon filing on the date hereof.

IN WITNESS WHEREOF, the Corporation has caused this Statement of Resolution to be executed on its behalf by the undersigned authorized person this 6th day of May, 2020.

CENTERPOINT ENERGY, INC.

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

RESOLUTION ESTABLISHING SERIES OF SHARES

designated

SERIES C 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 at a meeting duly convened and held on May 6, 2020 authorized the issuance and sale by the Corporation of shares of its preferred stock, par value \$0.01 per share (the “**Preferred Stock**”), creating and providing for the establishment and issuance of a series of 725,000 shares of Preferred Stock 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 “Series C Mandatory Convertible Preferred Stock,” all in accordance with the provisions of Article 21.155 of the Texas Business Organizations Code, which resolution (this “**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 of 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:

1. Designation and Number of Shares. A series of Preferred Stock shall be designated as “Series C Mandatory Convertible Preferred Stock,” with a par value of \$0.01 per share (the “**Convertible Preferred Stock**”), and the number of shares so authorized and designated shall be 725,000.

2. Ranking. Each share of the Convertible Preferred Stock shall be identical in all respects to every other share of the Convertible Preferred Stock, and shall rank, with respect to amounts payable on a liquidation or dissolution of the Corporation or 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 Issuance Date that is expressly made subordinated to the Convertible Preferred Stock as to the payment of dividends or amounts payable on a

liquidation or dissolution of the Corporation or winding-up of the Corporation's affairs (the "**Junior Securities**"), (B) on a parity with the Corporation's Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock, par value \$0.01 per share (the "**Series A Preferred Stock**") and the Corporation's 7.00% Series B Mandatory Convertible Preferred Stock, par value \$0.01 per share (the "**Series B Preferred Stock**" and, together with the Series A Preferred Stock, the "**Existing Preferred**"), and any class or series of the Corporation's capital stock established after the Issuance Date that is not expressly made senior or subordinated to the Convertible Preferred Stock as to the payment of dividends and amounts payable on a liquidation or dissolution of the Corporation or winding-up of the Corporation's affairs and (C) junior to any class or series of the Corporation's capital stock established after the Issuance Date that is expressly made senior to the Convertible Preferred Stock as to as to the payment of dividends or amounts payable on a liquidation or dissolution of the Corporation or winding-up of the Corporation's affairs . Notwithstanding the ranking of the Convertible Preferred Stock as described in this Section 2, the entitlement of a Convertible Preferred Stock holder to participate in any dividend or distribution from the Corporation, shall be to (i) participate with the Common Stock on an as-converted basis as further set forth herein and (ii) upon a Liquidation Triggering Event, to receive the Liquidation Payment (as defined below) per share of Convertible Preferred Stock on a *pari passu* basis with any distributions made to holders of Common Stock upon a Liquidation Triggering Event (as defined below).

3. Dividends and Distributions.

(a) *Participation with Common Stock.* If and to the extent the Corporation intends to pay any dividend or make a distribution on shares of Common Stock, whether in the form of cash, securities, debt, assets, options, warrants or other rights, but excluding any dividend or distribution payable in shares of Common Stock (which shall result in an adjustment to the Conversion Price as described in Section 5(e)(ii) below), then any such dividend or distribution shall be payable to the holders of shares of Common Stock and Convertible Preferred Stock on a *pari passu, pro rata* basis (treating each holder of shares of Convertible Preferred Stock as being the holder of the number of shares of Common Stock into which such holder's shares of Convertible Preferred Stock would be converted if such shares were converted pursuant to the provisions of Section 5(a) hereof, without giving effect to temporal limitations or the limits contained in Section 7 hereof, as of the record date for payment of such dividend or distribution). The record date for payment of any dividend or distribution to holders of Convertible Preferred Stock will be the same date as the record date for payment of the dividend or distribution to holders of Common Stock, whether or not such date is a Business Day. The payment date of any dividend or distribution to holders of Convertible Preferred Stock will be the same date on which payment of such dividend or distribution is made to holders of Common Stock (each such date, a "**Dividend Payment Date**").

(b) *Conversion Prior to or Following a Record Date.* If the Conversion Date for any shares of Convertible Preferred Stock is prior to the close of business on the record date for a dividend as provided in Section 3(a), the holder of such shares shall not be entitled to any dividend in respect of such record date as a holder of shares of Convertible Preferred Stock (but such holder will be entitled, to the extent it is a holder of shares of Common Stock, to any applicable dividend payable with respect to shares of Common Stock held by it (including any such shares received or to be received as a result of any conversion with respect to a Conversion Date occurring prior to

the close of business on such record date)). If the Conversion Date for any shares of Convertible Preferred Stock is after the close of business on the record date for a dividend as provided in Section 3(a) but prior to the corresponding Dividend Payment Date, as applicable, the holder of such shares of Convertible Preferred Stock as of the applicable record date shall be entitled to receive such dividend, notwithstanding the conversion of such shares prior to the applicable Dividend Payment Date, as applicable.

4. Transfer. If any shares of Convertible Preferred Stock shall constitute “restricted securities,” as that term is defined in Rule 144 (or any successor rule) promulgated pursuant to the Securities Act, such shares shall be Transferred only pursuant to a registration statement filed with the SEC in accordance with the Securities Act and applicable state securities laws, or an exemption from the requirements of such registration. The Convertible Preferred Stock is subject to transfer, ownership and other restrictions set forth in those certain preferred stock purchase agreements, each dated May 6, 2020, by and between the Corporation and the investor party thereto, as may be amended from time to time, copies of which are on file with and available from the secretary of the Corporation, without cost (the “**Purchase Agreements**”).

5. Conversion Rights.

(a) *Conversion Privilege*. Following the Six-Month Anniversary Date, subject to the limitations set forth in Section 7, a holder shall have the right (the “**Conversion Right**”), at its option and at any time, and from time to time, to convert each share of Convertible Preferred Stock that it holds into shares of Common Stock. Upon exercise of the Conversion Right as provided in this Section 5 (an “**Optional Conversion**”), the Corporation shall deliver to the holder the number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price in effect on the Conversion Date. Immediately following such conversion, the right of the holder, as a holder of the converted Convertible Preferred Stock, shall, except as set forth in Section 3(b) above, cease, and such holder, or the Person or Persons designated by it as provided in Section 5(b), shall be treated for all purposes as having become the owner(s) of such Common Stock with respect to the shares of Convertible Preferred Stock that have been converted as of the close of business on the Conversion Date.

(b) *Manner of Conversion*. To convert shares of Convertible Preferred Stock pursuant to this Section 5, a holder must notify the Corporation in writing at the Corporation’s headquarters in Houston, Texas or at such other office as the Corporation designates that it elects to convert Convertible Preferred Stock and the number of shares it wishes to convert (a “**Conversion Notice**”), which Conversion Notice shall be irrevocable and shall also state in writing the name or names in which the holder wishes any certificate or certificates for shares of Common Stock to be issued or otherwise to be recorded on the Common Stock Register. No later than two Business Days after delivering a Conversion Notice, a holder converting Convertible Preferred Stock shall, (A) if the Convertible Preferred Stock is represented by a certificate or certificates, surrender the certificate or certificates evidencing the shares of Convertible Preferred Stock to be converted, duly endorsed in a form satisfactory to the Corporation, at the office of the Corporation or Transfer Agent for the Convertible Preferred Stock and (B) if required, furnish appropriate endorsements and transfer documents. The close of business of the Business Day on which a holder has delivered the Conversion Notice shall be the “**Conversion Date**.”

As soon as practical, and in any event within five Business Days following the applicable Conversion Date, (x) if the Common Stock is then represented by certificates, the Corporation shall deliver a certificate for the number of full shares of Common Stock issuable upon the conversion, and otherwise the Corporation shall record such shares on the Common Stock Register, and (y) if the Convertible Preferred Stock is then represented by certificates and the Corporation so elects, the Corporation shall deliver a new certificate representing the unconverted portion, if any, of the shares of Convertible Preferred Stock represented by the certificate or certificates surrendered for conversion, and otherwise the Corporation shall record such shares on the Preferred Stock Register. The Person in whose name the Common Stock certificate is registered, or the Person in whose name the shares of Common Stock are recorded on the Common Stock Register, shall be treated as the stockholder of record as of the close of business on the applicable Conversion Date. If a holder of Convertible Preferred Stock converts more than one share at a time, the number of full shares of Common Stock issuable upon conversion shall be based on the total Liquidation Preferences of all shares of Convertible Preferred Stock converted by such holder at such time. Except as set forth in Section 3(a), notwithstanding anything to the contrary herein, (i) prior to the close of business on such applicable Conversion Date, the shares of Common Stock issuable upon conversion of any shares of Convertible Preferred Stock shall not be deemed to be outstanding, and holders shall have only such rights as are set forth herein in respect of the Convertible Preferred Stock held by such holders and (ii) upon the close of business on the Conversion Date or the date of a Mandatory Conversion, as applicable, a converting holder of Convertible Preferred Stock shall cease to be a holder of such Convertible Preferred Stock and shall simultaneously be deemed to be the record holder of the Common Stock issuable upon conversion thereof, regardless of any requirements for surrender of certificates, endorsement, transfer documents, tax payable or other prerequisites of any kind, including in respect of Section 5(b) and 6(c).

(c) *Fractional Shares.* The Corporation shall not issue any fractional shares of Common Stock upon conversion of Convertible Preferred Stock. In lieu of any fractional share of Common Stock otherwise issuable in respect of the aggregate number of shares of Convertible Preferred Stock, 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 Conversion Date.

(d) *Reservation of Shares.* The Corporation shall reserve (and shall keep available and free from preemptive rights) and shall continue to reserve out of its authorized but unissued Common Stock or its Common Stock held in treasury a sufficient number of shares of Common Stock to permit the conversion of the Convertible Preferred Stock in full. Notwithstanding the foregoing, the Corporation shall be entitled to deliver upon conversion of shares of Convertible Preferred Stock or as payment of any dividend on such shares of Convertible 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. All shares of Common Stock that may be issued upon conversion of Convertible Preferred Stock shall be fully paid and non-assessable. All shares of Common Stock that are issued upon the conversion of Convertible Preferred Stock shall, upon issuance, be validly issued, not subject to any preemptive rights, and, be free from all liens, charges, security interests or encumbrances with respect to the issuance thereof (collectively, “**Encumbrances**”), other than taxes in respect of any transfer occurring contemporaneously with such issue and Encumbrances created by the holder.

(e) *Specific Adjustments.* The Conversion Price shall be subject to adjustment as provided in this Section 5(e).

(i) Subdivisions and Combinations. In case the 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, then the Conversion Price in effect at the opening of business on the Trading Day following the Trading Day upon which such subdivision or combination becomes effective shall be adjusted to equal the product of (A) the Conversion Price in effect on such date and (B) a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such subdivision or combination, and the denominator of which shall be the number of shares of Common Stock outstanding immediately after, and solely as a result of, such subdivision or combination. Such adjustment pursuant to this Section 5(e)(i) shall become effective retroactively immediately after the open of business on the Trading Day upon which such subdivision or combination becomes effective. For the purposes of this Section 5(e)(i), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of the Corporation. The Corporation will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Corporation.

(ii) Dividends or Distributions Payable in Common Stock. In case the Corporation shall pay or make a dividend or other distribution on Common Stock payable in shares of Common Stock, the Conversion Price in effect at the opening of business on the Trading Day following the date fixed for the determination of stockholders entitled to receive such dividend or other distribution shall be reduced by multiplying such Conversion Price by a fraction the numerator of which shall be the number of shares of Common Stock outstanding at the close of business on the date fixed for such determination and the denominator of which shall be the sum of (A) such number of shares outstanding at the close of business on the date fixed for such determination and (B) the total number of shares constituting such dividend or other distribution, such reduction to become effective retroactively to a date immediately following the close of business on the record date for the determination of the holders entitled to such dividends and distributions. If any dividend or distribution described in this Section 5(e)(ii) is declared but not so ultimately paid or made, the Conversion Price shall be increased, 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 Conversion Price that would be in effect if such dividend or distribution had not been declared. For the purposes of this Section 5(e)(ii), the number of shares of Common Stock at any time outstanding shall not include shares held in the treasury of 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 will not pay any dividend or make any distribution on shares of Common Stock held in the treasury of the Corporation.

(f) *Par Value.* No adjustment in the Conversion Price shall reduce the Conversion Price below the then par value of the Common Stock.

(g) *Calculation of Adjustments.* Notwithstanding the foregoing, no adjustments to the Conversion Price shall be made if holders of Convertible Preferred Stock may participate (other than in the case of a share subdivision or share combination) on an as-converted basis, 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 Convertible Preferred Stock, in the transaction that would otherwise give rise to such adjustment. In addition, the Conversion Price shall not be adjusted except as provided in this Section 5. Without limiting the foregoing, the Conversion Price shall not be adjusted:

(i) 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;

(ii) 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;

(iii) 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 Issuance Date;

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

(v) for sales of Common Stock for cash;

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

(vii) upon the issuance of any shares of Common Stock or any other security of the Corporation in connection with acquisitions of assets or securities of another Person, including with respect to any merger or consolidation or similar transaction; or

(viii) as a result of a third-party tender or exchange offer.

(h) *Notices.*

(i) If: (A) the Corporation takes any action which requires an adjustment in the Conversion Price pursuant to this Section 5; or (B) the Corporation undergoes a Fundamental Change, the Corporation shall notify holders of the Convertible Preferred Stock of the proposed record or effective date, as the case may be, to the extent reasonably practicable prior to (or if not reasonably practicable prior to, as soon as reasonably practicable after) the occurrence of an event that requires an adjustment to the Conversion Price; provided, however, that the failure to provide such notice or any defect in it shall not affect the validity of any transaction referred to in clause (A) or (B) of this Section 5(h)(i).

(ii) Whenever the Conversion Price shall be adjusted, the Corporation shall file with the Transfer Agent for the Convertible Preferred Stock, if other than the Corporation, a certificate from the Corporation, duly signed by an authorized officer of the Corporation, briefly stating the facts requiring the adjustment and the manner of computing it, and provide notice to the holders of Convertible Preferred Stock as provided herein.

(i) *Deferral; Failure to Issue or Rescission.* In any case in which this Section 5 shall require an adjustment as a result of any event that becomes effective from and after a record date, the Corporation may elect to defer until after the occurrence of such event the issuance to the holder of any shares of Convertible Preferred Stock converted after such record date and before the occurrence of such event the additional shares of Common Stock issuable upon such conversion over and above the shares issuable on the basis of the Conversion Price in effect immediately prior to adjustment; provided, however, that if such event shall not have occurred and authorization of such event shall be rescinded by the Corporation (including a decision by the Corporation not to issue Common Stock or pay dividends, make distributions, or take other actions contemplated by Section 5(e)), the Conversion Price shall be recomputed immediately upon such rescission to the price that would have been in effect had such event not been authorized with respect to all holders of Convertible Preferred Stock, provided, that such rescission or decision is permitted by and effective under applicable laws.

6. Mandatory Conversion or As-Converted Participation.

(a) *Twelve-Month Anniversary Date.* Upon the Twelve-Month Anniversary Date, subject to the limitations set forth in Section 7, each share of Convertible Preferred Stock, unless previously converted pursuant to Section 5 or this Section 6, shall either, at the election of the Corporation in its sole discretion, (i) convert (a “**Twelve-Month Conversion**”) into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price as of the close of business of the Business Day immediately prior to the Twelve-Month Anniversary Date or (ii) be entitled to receive from the Corporation a cash payment equal to the product of (x) the number of shares of Common Stock that such holder would have been entitled to receive had such Convertible Preferred Stock been converted in the Twelve-Month Conversion *times* (y) the Current Market Price of the Common Stock on the Twelve-Month Anniversary Date. The Company shall provide prior written notice to the holders of Convertible Preferred Stock of the Company’s election to make such cash payment no later than fifteen (15) Business Days prior to the Twelve-Month Anniversary Date. Notwithstanding the delivery of Common Stock pursuant to Section 6(c), the holders of Convertible Preferred Stock subject to a Twelve-Month Conversion shall be deemed to be the record holders of the Common Stock issuable upon conversion thereof, and such Common Stock shall be deemed issued and outstanding, at the close of business of the Twelve-Month Anniversary Date.

(b) *Bankruptcy or Liquidation.* Each share of Convertible Preferred Stock, unless previously converted pursuant to Section 5 or this Section 6, (i) shall automatically convert into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price (the “**Bankruptcy Conversion**”) as of the day immediately prior to the date of any of the following: (A) the commencement of a voluntary or involuntary case (unless such involuntary case is dismissed prior to the Business Day that is 60 days after its commencement) with respect to the Corporation or any subsidiary holding all or substantially all of the Corporation’s assets (on a consolidated basis) pursuant to or within the meaning of Title 11 of the United States Code, (B) the appointment of a custodian for all or substantially all of the assets of the Corporation and its subsidiaries, taken as a whole, or (C) a general assignment by the Corporation for the benefit of its creditors; and (ii) shall be entitled to receive out of assets of the Corporation available for distribution to shareholders, after satisfaction of liability to creditors, if any, and subject to the rights of Senior Stock and Parity Stock, a distribution in an amount per

share equal to the amount that the holder of such Convertible Preferred Stock would have received if such Convertible Preferred Stock converted to Common Stock upon the terms hereof (excluding, for purposes of this Section 6(b), any temporal limitations or the limits set forth in Section 7 hereof) (the “**Liquidation Payment**”) upon any liquidation or dissolution of the Corporation or winding-up of the entirety of the affairs of the Corporation (a “**Liquidation Triggering Event**”). Any declared and unpaid dividends payable to the holders of Convertible Preferred Stock shall be paid in conjunction with the Liquidation Payment in connection with any distributions made in liquidation or dissolution of the Corporation or winding-up of the Corporation’s affairs. Neither the sale (for cash, shares of stock, securities or other consideration) of all or substantially all of the assets or business of the Corporation (other than in connection with the liquidation, winding-up or dissolution of the Corporation), nor the merger or consolidation of the Corporation into or with any other Person, shall constitute a Bankruptcy or Liquidation Triggering Event. Notwithstanding anything in this Resolution to the contrary, amounts payable to the Existing Preferred on a liquidation or dissolution of the Corporation or winding-up of the Corporation’s affairs shall not be reduced by any term or provision of this Resolution.

(c) *Fundamental Change*. The Corporation shall provide written notice to holders of the Convertible Preferred Stock no less than ten Business Days prior to the Corporation undertaking a Fundamental Change. Each share of Convertible Preferred Stock, unless previously converted pursuant to Section 5 or Section 6, shall automatically convert (a “**Fundamental Change Conversion**” and, together with the Twelve-Month Conversion and the Bankruptcy Conversion, a “**Mandatory Conversion**”) into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price as of the Business Day immediately prior to the date of the effective time of such Fundamental Change and participate therein on an as-converted basis. Any Fundamental Change Conversion shall be deemed to have occurred as of the Business Day immediately prior to the date of the effective time of such Fundamental Change, irrespective of the date of the issuance of Common Stock in connection with such Fundamental Change Conversion.

(d) *Issuance of Shares Following Mandatory Conversion*. The shares of Common Stock issuable upon a Mandatory Conversion shall be issued on the tenth Business Day following the Mandatory Conversion (or, in the case of Section 6(c), at the effective time of the Fundamental Change), to the holder of the respective shares of Convertible Preferred Stock on the date of such Mandatory Conversion (or, in the case of Section 6(c), at the effective time of the Fundamental Change), and the Corporation shall issue certificates representing the shares of Common Stock issuable upon such Mandatory Conversion, if the Common Stock is then represented by certificates, or, if the Common Stock is not then represented by certificates, the Corporation shall record the issuance of such Common Stock on the Common Stock Register, in the name of the respective holders of the Convertible Preferred Stock on the date of such Mandatory Conversion.

(e) *Conversion on Transfer*. Upon any Transfer of any shares of Convertible Preferred Stock, such shares shall automatically convert into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price as of the close of business on the Business Day immediately prior to the Transfer.

(f) *Conversion on Foreclosure*. Notwithstanding any temporal limitations on the rights of a holder of Convertible Preferred Stock to exercise its Conversion Right set out in Section

5(a) above, if any holder of Convertible Preferred Stock pledges or otherwise grants a security interest in any of its shares of the Convertible Preferred Stock in connection with such holder's financing activities (such shares, the "**Pledged Convertible Preferred Shares**") to any creditor, lender or other Person performing similar functions in the ordinary course of such creditor's, lender's or other Person's business to which such pledge or other grant of a security interest is made (any of the foregoing, a "**Creditor**") and such Creditor has foreclosed on or acquired the beneficial ownership of the Pledged Convertible Preferred Shares by other similar remedy, then such Pledged Convertible Preferred Shares shall immediately convert into a number of shares of Common Stock equal to the quotient obtained by dividing (x) the Liquidation Preference by (y) the Conversion Price in effect at such time, effective as of the time such Creditor remedy is exercised as if a Mandatory Conversion (without regard to the limitations set forth in Section 7 hereof) had occurred at such time.

7. Limitation on Common Stock Issuable Upon Conversion.

(a) *Conversion Limitation.* Notwithstanding anything herein to the contrary, no conversion of a share of Convertible Preferred Stock pursuant to Section 5 hereof shall be permitted if such conversion would result in a converting holder, together with its affiliates, beneficially owning (as defined under Rule 13d-3 under the Securities Exchange Act of 1934, or any successor provision) more than 4.90% of the issued and outstanding Common Stock. Any attempted conversion in violation of this Section 7 shall be void ab initio and of no force and effect.

(b) *Common Stock Conversion Limitation.* In no event shall the Corporation issue more than 58,051,121 shares of Common Stock in the aggregate (the "**Share Cap**") upon conversion of Convertible Preferred Stock. The Share Cap shall be subject to equitable adjustment in a manner not adverse to the holders of Convertible Preferred Stock if and whenever there shall occur a stock split, combination, reclassification or other similar event involving the Common Stock. From and after the time at which the aggregate number of shares of Common Stock issued upon conversion of the Convertible Preferred Stock equals the Share Cap, each holder electing to convert or subject to Mandatory Conversion of Convertible Preferred Stock shall be entitled to receive from the Corporation a cash payment (a "**Make-Whole Payment**") equal to the product of (x) the Current Market Price of the Common Stock on the date of the applicable conversion times (y) the number of shares of Common Stock that such holder would have been entitled to receive had such Convertible Preferred Stock been converted. To the extent that multiple holders of Convertible Preferred Stock elect or are subject to conversion on the same date in respect of which a Make-Whole Payment may be required hereunder, any allocation between Make-Whole Payments and Common Stock issuable upon conversion shall be made ratably among such holders. The Corporation shall (A) pay any Make-Whole Payment owing to a holder of Convertible Preferred Stock on the same day it delivers or would otherwise be required to deliver Common Stock to such holder in connection with the related conversion and (B) in the event that the Corporation has issued a number of shares of Common Stock upon conversion of the Convertible Preferred Stock equal to the Share Cap (the date such Share Cap is reached, the "**Share Cap Date**"), promptly thereafter give all holders of Convertible Preferred Stock of record as of the Share Cap Date written notice that the Corporation has issued, upon conversion of Convertible Preferred Stock, an amount of Common Stock that is equal to the Share Cap.

8. Voting Rights.

(a) *General.* The holders of Convertible Preferred Stock shall have no voting rights, except as set forth below or as otherwise required by Texas law.

(b) *Class Voting.* Subject to Section 9, so long as any shares of Convertible Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly, by amendment or merger or otherwise, do any of the following without (in addition to any other vote required by law or the Articles of Incorporation) the affirmative vote or consent of the Requisite Holders voting as a separate class, given in person or by proxy, either in writing by consent or by resolution adopted at an annual or special meeting and any act or transaction entered into without such vote or consent shall be void ab initio and of no force and effect:

(i) authorize or create any class or series of Senior Securities or any obligation or security convertible or exchangeable into or evidencing the right to purchase, shares of any class or series of Senior Securities;

(ii) reclassify, alter or amend any authorized Parity Securities, Senior Securities or Junior Securities, if such reclassification, alteration or amendment would render such other security senior to (or, in the case of Senior Securities senior in additional respects to) the Convertible Preferred Stock as to the payment of dividends and amounts payable on a liquidation or dissolution of the Corporation or winding-up of the Corporation's affairs; or

(iii) (A) issue any shares of Convertible Preferred Stock other than the Convertible Preferred Stock issued on the Issuance Date or (B) amend or alter this Resolution to increase the authorized amount of Convertible Preferred Stock.

9. Amendment. So long as any shares of Convertible Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly, by amendment or merger, or otherwise, amend the terms of the Convertible Preferred Stock in any manner that would adversely alter or change the powers, preferences or special rights of the Convertible Preferred Stock without (in addition to any other vote required by law or the Articles of Incorporation) the affirmative vote or consent of the Requisite Holders, given in person or by proxy, either in writing by consent or by resolution adopted at an annual or special meeting of shareholders; provided, that any amendment that adversely alters or changes the rights of a holder of Convertible Preferred Stock (i) to participate in dividends and other distributions, (ii) to convert its Convertible Preferred Stock pursuant to the terms hereof or (iii) to Transfer its Convertible Preferred Stock or the Common Stock receivable therefor, or (iv) under this proviso, shall require the affirmative vote or consent of holders holding in aggregate at least 66 2/3% of the then outstanding Convertible Preferred Stock; provided, that no vote or consent of holders of Convertible Preferred Stock shall be required for 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 Securities in Section 8(b)(i) and (ii) above) or (y) in connection with a merger or another transaction in which either (A) the Corporation is the surviving entity and the Convertible Preferred Stock remains outstanding or (B) the Convertible 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 of Convertible Preferred Stock,

will be deemed not to adversely affect the powers, preferences, rights, qualifications, limitations and restrictions of the Convertible Preferred Stock. Any amendment to the terms of the Convertible Preferred Stock, including, but not limited to, any amendment to this Resolution or the Articles of Incorporation, entered into without such vote or consent shall be void ab initio and of no force and effect.

10. Exclusion of Other Rights. Except as may otherwise be required by law, the shares of Convertible Preferred Stock shall not have any designations, preferences, limitations and relative rights, voting, redemption and other rights, other than those specifically set forth in this Resolution (as such Amendment may be amended from time to time) and in the Articles of Incorporation (as amended). The shares of Convertible Preferred Stock shall have no preemptive or subscription rights.

11. Headings of Subdivisions. The headings of the various sections and subdivisions hereof are 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 nor affect the interpretation of any of the provisions hereof.

12. Severability of Provisions. If any designations, preferences, limitations and relative rights, voting, redemption and other rights of the Convertible Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Resolution (as such resolution may be amended from time to time) is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all other designations, preferences, limitations and relative rights, voting, redemption and other rights of Convertible Preferred Stock and qualifications, limitations and restrictions thereof set forth in this Resolution (as so amended) which can be given effect without the invalid, unlawful or unenforceable designations, preferences, limitations and relative rights, voting, redemption and other rights of Convertible Preferred Stock and qualifications, limitations and restrictions thereof shall, nevertheless, remain in full force and effect and no designations, preferences, limitations and relative rights, voting, redemption and other rights of Convertible Preferred Stock and qualifications, limitations and restrictions thereof herein set forth shall be deemed dependent upon any other such designations, preferences, limitations and relative rights, voting, redemption and other rights of Convertible Preferred Stock and qualifications, limitations and restrictions thereof unless so expressed herein.

13. Re-issuance of Convertible Preferred Stock. Shares of Convertible Preferred Stock that have been issued and reacquired by the Corporation in any manner, including shares purchased, redeemed, exchanged or converted, shall (upon compliance with any applicable provisions of the laws of Texas) have the status of authorized but unissued shares of Preferred Stock of the Corporation undesignated as to series and may be designated or re-designated and issued or reissued, as the case may be, as part of any series of Preferred Stock of the Corporation, provided, that any issuance of such shares as Convertible Preferred Stock must be in compliance with the terms hereof (including but not limited to Section 8(b)(iii) hereof).

14. Mutilated or Missing Convertible Preferred Stock Certificates. If physical certificates are issued for the Convertible Preferred Stock and if any of such Convertible Preferred Stock certificates shall be mutilated, lost, stolen or destroyed, the Corporation shall issue, at the holder's expense, in exchange and in substitution for and upon cancellation of the mutilated

Convertible Preferred Stock certificate, or in lieu of and substitution for the Convertible Preferred Stock certificate lost, stolen or destroyed, a new Convertible Preferred Stock certificate of like tenor and representing an equivalent amount of shares of Convertible Preferred Stock, but only upon receipt of evidence of such loss, theft or destruction of such Convertible Preferred Stock certificate and indemnity and/or a bond, if requested, satisfactory to the Corporation and the Transfer Agent (if other than the Corporation).

The Corporation is not required to issue any certificate representing the Convertible Preferred Stock on or after the Twelve-Month Anniversary Date. In lieu of the delivery of a replacement certificate following the Twelve-Month Anniversary Date, the Transfer Agent, upon delivery of the evidence and indemnity described above, shall deliver the shares of Common Stock issuable and any cash payable pursuant to the terms of the Convertible Preferred Stock formerly evidenced by the certificate.

15. Transfer Agent, Conversion Agent, Registrar and Paying Agent. The Transfer Agent, conversion agent, registrar and paying agent for the Convertible Preferred Stock shall initially be Broadridge Corporate Issuer Solutions, Inc., the Corporation's duly appointed transfer agent for the Convertible Preferred Stock. The Corporation may appoint a successor to any one or more of such roles (and may remove any such successor in accordance with any agreement with such successor and appoint a new successor). Upon any such removal or appointment, the Corporation shall provide notice to the holders of the Convertible Preferred Stock thereof. To the fullest extent permitted by applicable law, the Corporation and its duly appointed Transfer Agent may deem and treat the holder of any shares of Convertible Preferred Stock as the true and lawful owner thereof for all purposes.

16. Taxes. 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 Convertible Preferred Stock or shares of Common Stock or other securities issued on account of Convertible 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 Convertible 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. All payments and distributions (or deemed distributions) on the shares of Convertible Preferred Stock (and any shares of Common Stock issued upon conversion thereof) shall be subject to withholding and backup withholding of tax to the extent required by law, and such amounts withheld, if any, shall be treated as received by the holders of Convertible Preferred Stock (or Common Stock, respectively). In the event the Corporation (or its agent) is required to deduct or withhold any amount on account of taxes in respect of any payment or distribution (or deemed distribution) with respect to a share of Convertible Preferred Stock (or upon the conversion thereof), the Corporation (or its agent) shall, without duplication of any amounts withheld, deducted or offset pursuant to any of the Purchase Agreements or this Section 16, be entitled to offset any such amounts against any amounts otherwise payable or deliverable to the relevant holder in respect of any Convertible Preferred Stock (or any shares of Common Stock issued or otherwise required to be issued upon conversion thereof) or any other amounts otherwise payable or deliverable by the Corporation to the relevant holder.

17. Notices. All notices or communications in respect of the Convertible 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.

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

19. Rounding and Definitive Calculations. All calculations (including interim calculations) hereunder shall be made to the nearest 1/1,000th of a cent or to the nearest 1/1,000th of a share, as the case may be. The Corporation shall make all calculations hereunder in good faith and, absent manifest error, its calculations shall be final and binding on holders of Convertible Preferred Stock.

20. No Impairment. The Corporation shall not, by amendment of this Resolution, the Articles of Incorporation or any other organizational document of the Corporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed under this Resolution by the Corporation, but shall at all times in good faith assist in the carrying out of all the provisions of this Resolution and in the taking of all such action as may be necessary or appropriate in order to protect the rights, preferences and privileges of the holders of Convertible Preferred Stock against impairment.

21. Certain Definitions. As used in this Resolution, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

“**Average VWAP**” per share over a certain period means the arithmetic average of the volume-weighted average price as displayed on Bloomberg page “CNP <Equity> AQR” (or its equivalent successor if such page is not available) per share for each Trading Day in such period.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or in the State of Texas are authorized or required by law to close.

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

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Corporation.

“**Common Stock Register**” means a register maintained by the Corporation, the Transfer Agent or other agent of the Corporation for the purpose of recording the holders of record of shares of Common Stock.

“**Conversion Price**” means \$15.31, subject to adjustment from time to time pursuant to the terms hereof.

“**Current Market Price**” means, on any day, the Average VWAP for the 20 consecutive Trading Days ending on the Trading Day immediately prior to the day in question.

“**Fundamental Change**” shall be deemed to have occurred, at any time after the Issuance 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 Subsidiaries and the employee benefit plans of the Corporation and its 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 Subsidiaries; or

(iii) the Common Stock 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 Convertible Preferred Stock becomes convertible into or exchangeable for such consideration (and cash in lieu of fractional shares or pursuant to dissenters’ appraisal rights).

“**Issuance Date**” means May 6, 2020.

“**Liquidation Preference**” means \$1,000.00 per share of Convertible Preferred Stock.

“**open of business**” means 9:30 a.m., New York City time.

“**Parity Securities**” means equity securities of the Corporation ranking on a parity with Convertible Preferred Stock with respect to dividends and amounts payable on the liquidation or dissolution of the Corporation or winding-up of the affairs of the Corporation, excluding the Common Stock.

“**Person**” means any individual, firm, corporation, partnership, limited liability company, business trust, incorporated or unincorporated association, joint venture, joint stock company, trust, governmental authority or other entity of any kind.

“**Preferred Stock Register**” means a register maintained by the Corporation, the Transfer Agent or other agent of the Corporation for the purpose of recording the holders of record of shares of Convertible Preferred Stock.

“**Requisite Holders**” means, at any time, the holders of shares of Convertible Preferred Stock representing at least a majority of the outstanding shares of Convertible Preferred Stock at such time; provided, however, that with respect to Section 9 it means the holders of shares of Convertible Preferred Stock representing at least 66 2/3% of the outstanding shares of Convertible Preferred Stock.

“**SEC**” means the United States Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933.

“**Senior Securities**” means equity securities of the Corporation ranking senior to the Convertible Preferred Stock with respect to dividends or amounts payable on the liquidation or dissolution of the Corporation or winding-up of the affairs of the Corporation.

“**Six-Month Anniversary Date**” means the date that is six months from the Issuance Date.

“**Trading Day**” means any day on which trading in listed securities occurs on the principal U.S. national securities exchange on which the Common Stock is then listed or, if the Common Stock is not so listed, any day on which trading in listed securities occurs on the New York Stock Exchange.

“**Transfer**” means to voluntarily or involuntarily sell, mortgage, gift, assign, contribute, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly, in any case, whether by merger, testamentary disposition, operation of law or otherwise, or enter into a definitive agreement with respect to any of the foregoing. “**Transfer**” used as a noun has a correlative meaning. Notwithstanding the foregoing, each of the following shall be deemed not to be a “Transfer” for the purposes of this Resolution: (i) a pledge of or grant of a security interest by a holder in any Convertible Preferred Stock Beneficially Owned by such holder, in connection with such holder’s *bona fide* indebtedness for borrowed money, to any creditor, lender or other person performing similar functions in the ordinary course of such creditor’s, lender’s or other person’s business to which such pledge or grant is made, (ii) the

exercise by any pledgee or grantee described in the foregoing clause (i) of its rights to foreclose on or by similar remedy otherwise acquire such Convertible Preferred Stock, (iii) any transfer of any Convertible Preferred Stock by a holder to an affiliate of such holder, and (iv) any transfer by a limited partner of equity interests in any Person that holds a direct or indirect interest in a holder of Convertible Preferred Stock (or, to the extent any Convertible Preferred Stock is transferred to an affiliate of such holder, in such affiliate). **“Transferred”** shall have a correlative meaning.

“Transfer Agent” shall be Broadridge Corporate Issuer Solutions, Inc., the Corporation’s duly appointed transfer agent for the Convertible Preferred Stock, unless and until a successor is selected by the Corporation as provided herein.

“Twelve-Month Anniversary Date” means the date that is twelve months after the Issuance Date.

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 6 day of May, 2020.

By: /s/ Kristie L. Colvin
Name: Kristie L. Colvin
Title: Interim Executive Vice President and Chief
Financial Officer and Chief Accounting Officer

Attest: /s/ Vincent A. Mercaldi
Name: Vincent A. Mercaldi
Title: Corporate Secretary

PREFERRED STOCK PURCHASE AGREEMENT

AMONG

CENTERPOINT ENERGY, INC.,

ELLIOTT INTERNATIONAL, L.P.

AND

ELLIOTT ASSOCIATES, L.P.

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	2
Section 1.1 Definitions	2
Section 1.2 Construction	8
ARTICLE II PRIVATE PLACEMENT	9
Section 2.1 The Private Placement	9
Section 2.2 Funding	9
Section 2.3 Closing	9
Section 2.4 Restrictions on Transferability	10
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	11
Section 3.1 Organization and Qualification	12
Section 3.2 Capitalization	12
Section 3.3 Authorization, Execution and Delivery	13
Section 3.4 No Conflict	13
Section 3.5 Consents and Approvals	13
Section 3.6 Issuance; Valid Issuance	13
Section 3.7 Investment Company Act	14
Section 3.8 Compliance with SEC Filings	14
Section 3.9 Financial Statements	15
Section 3.10 No Undisclosed Liabilities	15
Section 3.11 Absence of Certain Changes or Events	15
Section 3.12 Litigation	15
Section 3.13 Compliance with Law	16
Section 3.14 Tax Matters	16
Section 3.15 Regulatory Proceedings	16
Section 3.16 No Broker's Fees	17
Section 3.17 No Other Representations or Warranties	17
Section 3.18 No Other Investor Representations or Warranties	17
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR	18
Section 4.1 Organization, Authority, Execution and Delivery	18
Section 4.2 No Conflict	18
Section 4.3 Consents and Approvals	18
Section 4.4 No Registration	19
Section 4.5 Purchasing Intent	19
Section 4.6 Sophistication; Investigation	19
Section 4.7 Ownership of Company Stock or Other Interests	20
Section 4.8 No Broker's Fees	20
Section 4.9 No Other Company Representations or Warranties	20
Section 4.10 No Other Investor Representations or Warranties	21

ARTICLE V ADDITIONAL COVENANTS		21
Section 5.1	Blue Sky	21
Section 5.2	Legends	21
Section 5.3	Investor Standstill and Voting Commitments	22
Section 5.4	Public Filings; Announcements	26
Section 5.5	Use of Proceeds	26
Section 5.6	HSR Cooperation	26
Section 5.7	Buybacks; Certain Tax Matters	27
Section 5.8	Public Disclosures and Non-Disparagement	27
Section 5.9	Stock Exchange Matters	28
ARTICLE VI REGISTRATION RIGHTS		29
Section 6.1	Shelf Registration Statement	29
Section 6.2	Shelf Takedown	30
Section 6.3	Required Suspension Period	32
Section 6.4	Registration Procedures	33
Section 6.5	Required Information	35
Section 6.6	Confidentiality	36
Section 6.7	Expenses	36
Section 6.8	Indemnification With Regard To Certain Securities Law Matters	36
Section 6.9	Rules 144 and 144A and Regulation S	40
ARTICLE VII GENERAL PROVISIONS		41
Section 7.1	Notices	41
Section 7.2	Assignment; Third Party Beneficiaries	41
Section 7.3	Prior Negotiations; Entire Agreement	42
Section 7.4	Governing Law; Venue; Waiver of Jury Trial	42
Section 7.5	Counterparts	43
Section 7.6	Waivers and Amendments; Rights Cumulative; Consent	43
Section 7.7	Headings	43
Section 7.8	Specific Performance	43
Section 7.9	Relationship Among Parties	44
Section 7.10	Tax Forms	44
Section 7.11	Survival	44

SCHEDULES AND EXHIBITS

Schedule A	List of Investors and Notice Addresses
Exhibit A	Form of Statement of Resolution
Exhibit B	Form of Company Counsel Opinion

PREFERRED STOCK PURCHASE AGREEMENT

THIS PREFERRED STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the “**Company**”), on the one hand, and Elliott International, L.P., a Cayman Islands limited partnership, and Elliott Associates, L.P., a Delaware limited partnership (together, the “**Investor**”), on the other hand. The Company and the Investor are referred to herein, individually, as a “**Party**,” and, collectively, as the “**Parties**.” Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Board of Directors of the Company (the “**Board**”) has deemed it advisable and has authorized the issuance and sale of 725,000 shares of the Company’s Series C Mandatory Convertible Preferred Stock, with a par value of \$0.01 per share (the “**Series C Preferred Stock**”), to the Preferred Investors (as defined below), with the Investor receiving the number of shares of Series C Preferred Stock set forth across from its name on Schedule A) (the “**Private Placement Shares**”);

WHEREAS, subject to the terms and conditions contained in this Agreement, the Company has agreed to issue and sell, and the Investors have agreed to purchase, the Private Placement Shares, upon the terms and conditions set forth herein. The rights, preferences and privileges of the Private Placement Shares, including the terms upon which the Private Placement Shares may be converted into shares of Common Stock, par value \$0.01 per share, of the Company (the “**Common Stock**”), are set forth in the form of Statement of Resolution Establishing Series of Shares Designated Series C Preferred Stock attached hereto as Exhibit A (the “**Statement of Resolution**”);

WHEREAS, concurrently with this Agreement, the Company has entered into that certain Preferred Stock Purchase Agreement, dated on the date hereof (the “**Other Preferred Stock Purchase Agreement**”), between the Company and BEP Special Situations 2 LLC, a Delaware limited liability company, and BEP Special Situations IV LLC, a Delaware limited liability company (“**BEP**” and, together with the Investor, the “**Preferred Investors**”), providing for the concurrent purchase of 100,000 shares of Series C Preferred Stock, with such Other Preferred Stock Purchase Agreement and the transactions contemplated thereby having substantially identical terms as are set forth herein;

WHEREAS, concurrently with and in connection with this Agreement, the Company has entered into that certain Governance Arrangements Agreement, dated on the date hereof (the “**Governance Arrangements Agreement**”), between the Company and Investor; and

WHEREAS, concurrently with the consummation of the Closing (as defined below) and the Other Preferred Stock Purchase Agreement, the Company is consummating the transactions contemplated by the Common Stock Purchase Agreements (as defined below).

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding, in respect of the Investor, any portfolio operating company (as such term is understood in the private equity industry) of the Investor or its Affiliates. “**Affiliated**” has a correlative meaning.

“**Agreement**” has the meaning set forth in the Preamble.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Authorized Preferred Stock**” has the meaning set forth in Section 3.2(a).

“**Basket Investments**” has the meaning set forth in Section 5.3(a).

“**Beneficial Ownership**” means, with respect to any security, (a) record ownership of such security, or (b) beneficial ownership of such security as defined under Rules 13d-3 and 13d-5 under the Exchange Act; provided that such Beneficial Ownership shall further be deemed to include any shares or other units of such security as to which (i) such Person has a right to acquire such record ownership or beneficial ownership at any time in the future, whether such right is exercisable immediately, only after the passage of time, only upon the satisfaction of certain conditions precedent or aggregate ownership limitations, or the occurrence of any combination of the foregoing, and (ii) any shares or units of such security that are referenced in any total return swap contracts or similar financial instruments or transactions, whether or not cash-settled, that are owned of record or beneficially by such Person. “**Beneficially Own**,” “**Beneficially Owns**,” “**Beneficially Owned**,” “**Beneficially Owning**” and “**Beneficial Owner**” shall have correlative meanings. For purposes of this Agreement, a Person shall be deemed to Beneficially Own any securities Beneficially Owned by its Affiliates.

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Capitalization Date**” has the meaning set forth in Section 3.2(a).

“**Closing**” has the meaning set forth in Section 2.3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Stock**” has the meaning set forth in the Recitals.

“**Common Stock Purchase Agreements**” means those certain purchase agreements, dated as of the date hereof, in each case, by and among the Company and the investors party thereto, pursuant to which the Company is issuing and selling shares of Common Stock to such investors for an aggregate purchase price of \$675,000,000.00.

“**Communication Conditions**” has the meaning set forth in Section 5.3(a)(ii).

“**Company**” has the meaning set forth in the Preamble.

“**Company Disclosure Schedule**” has the meaning set forth in Article III.

“**Company Investments**” has the meaning set forth in Section 5.3(a)(i).

“**Company SEC Documents**” has the meaning set forth in Section 3.8(a).

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Cutback Participant**” has the meaning set forth in Section 6.2(c)(ii).

“**Earnings Material**” means the quarterly earnings report for the period ended March 31, 2020 and related supplemental materials which shall include (i) a press release, (ii) current report on Form 8-K and (iii) supplemental materials annexed as an exhibit to the Current Report on Form 8-K described in clause (ii) above, which, for the avoidance of doubt, shall include the related earnings presentation.

“**Enable SEC Documents**” means all forms, documents and reports required to be filed or furnished by Enable Midstream Partners, LP with the SEC since January 1, 2018, together with all other forms, documents and reports filed or furnished by Enable Midstream Partners, LP with the SEC, including the exhibits thereto and documents incorporated by reference therein.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Extraordinary Transaction**” has the meaning set forth in [Section 5.3\(a\)](#).

“**Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form S-1 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form S-3 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Fraud**” means common law fraud; provided, however, that the term “Fraud” does not include the doctrine of constructive or equitable fraud.

“**Fundamental Representations**” has the meaning set forth in [Section 7.11\(a\)](#).

“**GAAP**” has the meaning set forth in [Section 3.9](#).

“**Governance Arrangements Agreement**” has the meaning set forth in the Recitals.

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“**Interruption Period**” has the meaning set forth in [Section 6.4\(c\)](#).

“**Investor**” has the meaning set forth in the Preamble.

“**JV Entities**” means Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP. and their respective Subsidiaries.

“**Knowledge of the Company**” shall mean the actual knowledge of the individuals listed on [Section 1.1](#) of the Company Disclosure Schedule.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Legal Proceedings**” means any legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, notices of noncompliance or violations, or proceedings.

“**Legend**” has the meaning set forth in [Section 5.2](#).

“**Lien**” means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, preemptive or subscription right, conditional sale or other title retention agreement, defect in title, lien or judicial lien or other restrictions of a similar kind.

“**Losses**” has the meaning set forth in Section 6.8(a).

“**Maximum Offering Size**” has the meaning set forth in Section 6.2(c). “**Order**” means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity.

“**Other Preferred Stock Purchase Agreement**” has the meaning set forth in the Recitals.

“**Participation Conditions**” shall have the meaning set forth in Section 6.2(b).

“**Party**” and “**Parties**” have the meanings set forth in the Preamble.

“**Permitted Loan**” means a *bona fide* loan or lending transaction.

“**Person**” means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

“**Preferred Investors**” has the meaning set forth in the Recitals.

“**Potential Takedown Participant**” has the meaning set forth in Section 6.2(b).

“**Press Release**” has the meaning set forth in Section 5.4.

“**Private Placement**” means the purchase by the Investor of the Private Placement Shares for the Purchase Amount on the terms reflected in this Agreement.

“**Private Placement Shares**” has the meaning set forth in the Recitals.

“**Pro Rata Portion**” means, with respect to each Preferred Investor requesting that its shares be registered or sold in an Underwritten Public Offering, a number of such shares equal to the aggregate number of Registrable Securities to be registered or sold (excluding any shares to be registered or sold for the account of the Company) multiplied by a fraction, the numerator of which is the aggregate number of Registrable Securities held by such Preferred Investor, and the denominator of which is the aggregate number of Registrable Securities held by all Preferred Investors requesting that their Registrable Securities be registered or sold.

“**Public Communications**” means any communications by or on behalf of the Company or its Subsidiaries in its SEC filings, press releases, earnings calls, analyst calls or on its website, or any other communications by or on behalf of the Company or its Subsidiaries that are publicly available, including statements made by officers of the Company to media and news outlets that are publicly disseminated.

“**Public Offering**” means the offer and sale of Registrable Securities for cash pursuant to an effective Registration Statement.

“**Purchase**” has the meaning set forth in [Section 5.3\(a\)](#).

“**Purchase Amount**” means the aggregate purchase price of \$625,000,000.00 for the Private Placement Shares.

“**Registrable Securities**” means shares of Common Stock received or receivable upon conversion of the Private Placement Shares; provided that any such shares shall cease to constitute “Registrable Securities” upon the earliest to occur of (i) the date on which such shares are disposed of pursuant to an effective Registration Statement under the Securities Act or pursuant to Rule 144 (or any similar provisions then in force) of the Securities Act, (ii) the date on which such shares cease to be outstanding, (iii) the date on which such shares have been transferred in a transaction in which the Investor’s rights under this Agreement are not assigned in accordance with the terms of this Agreement to the transferee of such shares, (iv) that date that such shares are freely saleable under Rule 144 (or any similar provisions then in force), and (v) the third anniversary of the date hereof.

“**Registration**” means registration under the Securities Act of the offer and sale to the public of any Registrable Securities under a Registration Statement. The terms “**register**”, “**registered**” and “**registering**” shall have correlative meanings.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided that the term “Registration Statement” shall not include a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor form thereto.

“**Remaining Securities**” has the meaning set forth in [Section 6.2\(c\)\(ii\)](#).

“**Representatives**” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“**S-1 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**S-3 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Series C Preferred Stock**” has the meaning set forth in the Recitals.

“**Shelf Period**” has the meaning set forth in Section 6.1(b).

“**Shelf Registration Statement**” has the meaning set forth in Section 6.1(a).

“**Shelf Takedown Notice**” has the meaning set forth in Section 6.2(b).

“**Shelf Takedown Request**” has the meaning set forth in Section 6.2(a).

2022. “**Standstill Period**” means with respect to the Investor, the period of time commencing on the date hereof and ending on June 30,

“**Statement of Resolution**” has the meaning set forth in the Recitals.

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than 50% of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies.

“**Suspension Period**” has the meaning set forth in Section 6.3(a)(iii).

“**Takedown Requesting Investor**” has the meaning set forth in Section 6.2(a).

“**Taxes**” means any and all taxes, assessments, duties, levies or other similar charges imposed by a Governmental Entity, including any and all federal, state, local and foreign income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, together with any additions to tax, penalties and interest imposed by any Governmental Entity in respect thereof.

“**Tax Forms**” has the meaning set forth in Section 7.10.

“**Tax Return**” means any return, report or similar filing (including any elections, notifications, declarations, information statement, schedules or attachments thereto, and any amendment thereof) with respect to Taxes filed or required to be filed with any Governmental Entity.

“**Transfer**” means to voluntarily or involuntarily sell, mortgage, gift, assign, contribute, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly, in any case, whether by merger, testamentary disposition, operation of Law or otherwise, or enter into a definitive agreement with respect to any of the foregoing. “**Transfer**” used as a noun has a correlative meaning. Notwithstanding the foregoing, each of the following shall be deemed not to be a “Transfer” for the purposes of this Agreement: (i) a pledge of or grant of a security interest by a holder in any Private Placement Shares Beneficially Owned by such holder, in connection with such holder’s *bona fide* indebtedness for

borrowed money, to any creditor, lender or other person performing similar functions in the ordinary course of such creditor's, lender's or other person's business to which such pledge or grant is made, (ii) the exercise by any pledgee or grantee described in the foregoing clause (i) of its rights to foreclose on or by similar remedy otherwise acquire such shares, (iii) any transfer of any Private Placement Shares by the Investor to an Affiliate of the Investor, but in the case of this clause (iii), provided that (1) the Investor shall cause such Affiliate to comply with the terms of this Agreement and (2) the Investor shall cause such Affiliate to transfer the Private Placement Shares so transferred back to the Investor or another Affiliate of Investor in accordance with this clause at or before such time as such Affiliate ceases to be an Affiliate of the Investor, and (iv) any transfer by a limited partner of equity interests in any person that holds a direct or indirect interest in the Investor (or, to the extent any Private Placement Shares are transferred to an Affiliate of the Investor, in such Affiliate). "**Transferred**" shall have a correlative meaning.

"**Transfer Restricted Period**" has the meaning set forth in Section 2.4(b).

"**Underlying Shares**" means shares of Common Stock issued or issuable upon conversion of the Private Placement Shares.

"**Underwritten Public Offering**" means an underwritten Public Offering, including any bought deal or block sale to a financial institution conducted as an underwritten Public Offering.

"**Underwritten Shelf Takedown**" means an Underwritten Public Offering pursuant to an effective Shelf Registration Statement.

"**Voting Securities**" means, at any time, shares of any class of capital stock or other securities of the Company, including the Common Stock, which are entitled to vote generally in the election of directors to the Board and not solely upon the occurrence and during the continuation of certain specified events.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) references in this Agreement to "writing" or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;

(g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

PRIVATE PLACEMENT

Section 2.1 The Private Placement. On and subject to the terms and conditions hereof, the Investor agrees to purchase, and the Company agrees to issue and sell to the Investor, on the date hereof for the Purchase Amount, the Private Placement Shares, free and clear of any Liens or other restrictions on transfer (other than applicable federal and state securities Law restrictions or as set forth herein or in the Statement of Resolution). The offer and sale of the Private Placement Shares purchased by the Investor pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act.

Section 2.2 Funding. On the date hereof, and subject to the issuance of the Private Placement Shares as contemplated by Section 2.3(b), the Investor shall deliver and pay the Purchase Amount by wire transfer of immediately available funds in U.S. dollars into the bank account designated by the Company in satisfaction of the Investor’s obligation to purchase the Private Placement Shares.

Section 2.3 Closing.

(a) The closing of the Private Placement (the “**Closing**”) shall take place by electronic exchange of documents, or by such other method as shall be agreed to by the Parties, on the date hereof.

(b) At the Closing, issuance of the Private Placement Shares will be made by the Company to the Investor against payment of the Purchase Amount. In addition, at the Closing the Investor shall have received the opinion of Baker Botts LLP, corporate counsel to the Company, in the form set forth in Exhibit B attached hereto. As soon as practicable following the Closing, the Company shall obtain evidence that the Statement of Resolution has been filed by the Company with the Secretary of State of the State of Texas and shall provide such evidence to the Investor. The Private Placement Shares to be delivered pursuant to this Section 2.3(b) shall be represented by physical certificates to the extent that such Private Placement Shares are in certificate form, and to the extent that such Private Placement Shares are not in certificate form, evidence of book-entry transfer of such Shares, which shall be delivered to the Investor immediately following the Closing. Notwithstanding anything to the contrary in this Agreement, all Private Placement Shares deliverable pursuant to this Agreement will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery (“Transfer Taxes”) duly paid by the Company.

(c) The Investor and the Company, respectively, will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement, the Series C Preferred Stock or the Common Stock any withholding Taxes or other amounts required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and timely paid over to the applicable Governmental Entity, such amounts will be treated for all purposes of this Agreement, the Series C Preferred Stock or the Common Stock, respectively, as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.4 Restrictions on Transferability.

(a) Starting from the date hereof and until the date that is six months after the date hereof (such period, the “Transfer Restricted Period”), the Investor may not Transfer any Private Placement Shares or Common Stock resulting from the conversion of the Investor’s Private Placement Shares to any other Person, in each case except with the prior written consent of the Company in its sole discretion, and, in the case of any such Transfer, subject to compliance with applicable Law. After the date of expiration of the Transfer Restricted Period, the Investor (and any subsequent permitted transferees) may Transfer Private Placement Shares and Common Stock resulting from the conversion of the Investor’s Private Placement Shares, subject to compliance with applicable Law.

(b) Notwithstanding Section 2.4(a), the Investor shall be permitted to Transfer any portion of its Private Placement Shares or Common Stock resulting from the conversion of the Investor’s Private Placement Shares, at any time, under any of the following circumstances:

(i) Transfers pursuant to or following the announcement of, a merger, consolidation or other business combination, involving the Company or the announcement of the sale of all or substantially all of the assets of the Company, in each case, in a transaction that has been approved by the Board;

(ii) Transfers pursuant to a tender offer or exchange offer for Voting Securities if such offer is made by a Person who is not a Preferred Investor or any of their Affiliates, and recommended by the Board; or

(iii) Transfers in the form of a sale to a third party for cash solely to the extent that the net proceeds of such sale are solely used to satisfy a margin call (i.e., posted as collateral) or repay a Permitted Loan to the extent necessary to satisfy a *bona fide* margin call on such Permitted Loan or avoid a bona fide margin call on such Permitted Loan that is reasonably likely to occur (in each case through no fault of the Investor or any of its Affiliates).

(c) Notwithstanding Section 2.4(a) and Section 2.4(b), the Investor will not at any time (without the prior written consent of the Board) knowingly (in the case of a Transfer to a known third party, after inquiry to such third party (other than any underwriter, dealer (including a dealer acting as a block positioner), market maker, placement agent or initial purchaser thereof)) Transfer in a privately-negotiated transaction any Private Placement Shares or any shares of Common Stock resulting from the conversion of any Private Placement Shares to any Person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) (other than any underwriter, dealer (including a dealer acting as a block positioner), market maker, placement agent or initial purchaser thereof) (i) that is a competitor of the Company or (ii) if such Transfer would result in such Person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) Beneficially Owning 5.0% or more of the Company’s then outstanding Common Stock, except in connection with any public sale of the Company’s Common Stock or other securities effected through a registered underwritten offering. In no event shall the foregoing limitations apply to, or limit in any way, sales by the Investor in registered offerings, in transactions effected on any exchange or in block trades to a broker-dealer in a block sale so long as such broker-dealer is purchasing such securities for its own account and makes block trades in the ordinary course of its business.

(d) Any attempted Transfer in violation of this Section 2.4 shall be null and void *ab initio*.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in (a) the Company SEC Documents or the Enable SEC Documents (excluding in each case any disclosures set forth in the risk factors or “forward-looking statements” section of such Company SEC Documents, and any other disclosures included therein to the extent they are predictive or forward-looking in nature) or (b) the disclosure schedule delivered to Investor prior to or concurrently with the execution of this Agreement (the “**Company Disclosure Schedule**”), it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedule shall also be deemed disclosure with respect to any other section or subsection of this Agreement to which the relevance of such item is reasonably apparent on its face, the Company hereby represents and warrants to the Investor (unless otherwise set forth herein, as of the date hereof) as set forth below (provided, that each of the below representations

and warranties applicable to Subsidiaries of the Company shall apply to the JV Entities that are deemed Subsidiaries of the Company, but only to the extent of the Knowledge of the Company):

Section 3.1 Organization and Qualification. The Company has been incorporated and is validly existing as a corporation in good standing under the Laws of the State of Texas, has the corporate power and authority to own, lease or operate its property and to conduct its business in which it is currently engaged and presently proposes to engage and is qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any such failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.2 Capitalization.

(a) The authorized stock of the Company consists of 1,000,000,000 shares of Common Stock and 20,000,000 shares of preferred stock, \$0.01 par value ("Authorized Preferred Stock"). As of March 31, 2020 (the "**Capitalization Date**"), (i) 502,647,495 shares of Common Stock were issued and outstanding (which, for the avoidance of doubt, includes the 166 shares of Common Stock held in treasury), (ii) 166 shares of Common Stock were held in treasury, (iii) 2,567,074 shares of Common Stock were issuable in respect of settlement of any outstanding awards of restricted share units, phantom shares, restricted stock or similar equity awards with respect to shares of Common Stock, and (iv) of the Authorized Preferred Stock, (A) 800,000 shares of Series A Preferred Stock, \$0.01 par value per share and (B) 977,500 shares of Series B Preferred Stock, \$0.01 par value per share.

(b) As of the Capitalization Date, except as contemplated by this Agreement, the Other Preferred Stock Purchase Agreement or the Common Stock Purchase Agreements or with respect to securities issued or issuable under existing equity compensation plans of the Company or the satisfaction of Tax withholding with respect to the exercise of stock options or the vesting of awards of restricted share units, phantom shares, restricted stock or similar equity awards of the Company, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other contracts relating to the issuance or repurchase of capital stock, or other equity interests of the Company to which the Company is a party, or by which it is bound, obligating the Company to (A) issue, transfer or sell or cause to be issued, transferred or sold, any shares of capital stock or other equity interests of the Company or any of its Subsidiaries (other than the JV Entities) or securities convertible into or exchangeable for such shares of capital stock or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or contract, or (C) redeem or otherwise acquire any number of such shares of capital stock or other equity interests.

(c) Except as contemplated by this Agreement, the Other Preferred Stock Purchase Agreement or the Common Stock Purchase Agreements, there are no voting trusts or other contracts to which the Company is a party with respect to voting or registration of the capital stock or other equity interests of the Company.

Section 3.3 Authorization, Execution and Delivery. The Company has requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Private Placement and the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Private Placement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the Private Placement. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investor, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 3.4 No Conflict. Neither the offer and sale of the Private Placement Shares nor the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement or the transactions contemplated hereby will conflict with, result in a violation of or default under, or the imposition of any Lien upon any property or assets of the Company or any of its Subsidiaries pursuant to (a) any provision of applicable Law, (b) the Articles of Incorporation or other organizational documents, each as amended, of the Company or any Subsidiary of the Company, (c) any agreement or other instrument binding upon the Company or any Subsidiary of the Company or (d) any Order to which the Company or any Subsidiary of the Company or any of their properties or assets is subject, except in the case of clauses (a), (c) and (d) for any such conflict, violation, default or Lien that would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.5 Consents and Approvals. No consent, approval, authorization, Order, registration, qualification or filing of or with any Governmental Entity by the Company is required in connection with the transactions contemplated herein, except (a) such as may be required under the Exchange Act, the Securities Act, applicable state securities or "Blue Sky" Laws, (b) the filing of the Statement of Resolution with the Secretary of State of the State of Texas, which shall have been filed as of the Closing and (c) such other consent, approval, authorization, Order, registration, qualification or filing that that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.6 Issuance; Valid Issuance. The Private Placement Shares to be issued in connection with the consummation of the Private Placement and pursuant to the terms of this Agreement, and the Common Stock to be issued upon conversion of the Private Placement Shares, will, when issued and delivered on the date hereof (or the applicable date of conversion with respect to any Common Stock issued upon the conversion of the Private Placement Shares), be duly authorized by all necessary corporate action on the part of the Company and validly issued and shall be fully paid and non-assessable (other than filing of the Statement of Resolution with the Secretary of State of the State of Texas), and such Common Stock and Private Placement

Shares will be free and clear of all Transfer Taxes and Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law). Assuming the accuracy of the representations and warranties of the Investor set forth in Article IV, the issuance and sale of such Common Stock and Private Placement Shares to the Investor in the manner contemplated by this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.7 Investment Company Act. The Company is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

Section 3.8 Compliance with SEC Filings.

(a) The Company has filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2018 (all such documents together with all other forms, documents and reports filed or furnished by the Company with the SEC, including the exhibits thereto and documents incorporated by reference therein, and together with the Company’s Quarterly Report on Form 10-Q for the period ended March 31, 2020 in substantially the form and substance provided to the Investor prior to the execution and delivery of this Agreement, the “Company SEC Documents”). As of their respective SEC filing dates or, if amended, as of the date of such amendment, the Company SEC Documents complied in all material respects with the requirements of the Securities Act, Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and the applicable rules and regulations promulgated thereunder, and none of the Company SEC Documents of such respective dates (or, if amended prior to the date hereof, the date of the filing of such amendment, with respect to the disclosures that are amended) included any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Company maintains (x) systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act in all material respects and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (y) a system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files with the SEC comply with the requirements of the SEC’s rules and forms in all material respects, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure, and such disclosure controls and procedures were effective as of the times indicated in the Company SEC Documents. The Company’s internal control over financial reporting was effective as of the times indicated in the

Company SEC Documents and, at such times, the Company was not aware of any “material weaknesses” (as defined by the SEC) in its internal control over financial reporting relating to financial reporting which would reasonably be expected to adversely affect in any material respect the Company’s ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated.

Section 3.9 Financial Statements. The audited consolidated financial statements and unaudited consolidated financial statements (including all related notes and schedules) of the Company included in the Company SEC Documents complied as to form, as of their respective dates of filing with the SEC, in all material respects with the rules and regulations of the SEC then in effect, fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal recurring year-end audit adjustments that were not or are not expected to be, individually or in the aggregate, materially adverse to the Company and the absence of footnote disclosures), and were prepared in accordance with United States generally accepted accounting principles (“**GAAP**”) (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X).

Section 3.10 No Undisclosed Liabilities. Except (a) as reflected or reserved against in the Company’s most recent consolidated balance sheets (or stated in the notes thereto) included in the Company SEC Documents, (b) for liabilities and obligations incurred since December 31, 2019 in the ordinary course of business, (c) as expressly contemplated by this Agreement or otherwise incurred in connection with the transactions contemplated hereby or (d) have been discharged or paid prior to the date of this Agreement, neither the Company nor any of its Subsidiaries, taken as a whole, has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, that would be required by GAAP to be reflected on a consolidated balance sheet of the Company and its consolidated Subsidiaries (or in the notes thereto) other than those which would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole or the Company’s ability to perform its obligations under this Agreement.

Section 3.11 Absence of Certain Changes or Events. Since the date of the Company’s most recent consolidated balance sheet included in the Company SEC Documents, there has not occurred any change, event or development that has, individually or in the aggregate, materially and adversely affected the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company’s ability to perform its obligations under this Agreement, or would, individually or in the aggregate, reasonably be expected to do so.

Section 3.12 Litigation. Except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the Company’s business, financial condition or results of operations or the Company’s ability to perform its obligations under this Agreement, (a) there is no Legal Proceeding pending or, to the Knowledge of the

Company, threatened by any Governmental Entity to which the Company or any Subsidiary of the Company is a party or to which any of the assets or properties of the Company or any Subsidiary of the Company is subject and (b) there are no Orders against the Company or any of its Subsidiaries, in each case, by any Governmental Entity.

Section 3.13 Compliance with Law. The Company and each of its Subsidiaries are, and since January 1, 2018 have been, in compliance with and not in default under or in violation of any Law, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement. Since January 1, 2018, neither the Company nor any of its Subsidiaries has received any written notice or, to the to the Knowledge of the Company, other communication from any Governmental Entity regarding any actual or possible violation of, or failure to comply with, any Law, except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.14 Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement, (i) each of the Company and its Subsidiaries have timely filed or caused to be filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by the Company or any of its Subsidiaries, and all such Tax Returns were true, correct and complete; (ii) each of the Company and its Subsidiaries has timely paid or caused to be paid (taking into account any extension of time within which to pay) all Taxes required to be paid by it, except for Taxes that are being contested in good faith by appropriate proceedings and with respect to which there are adequate accruals or reserves on the financial statements of the Company and its Subsidiaries; (iii) each of the Company and its Subsidiaries have not received any written notice of any deficiencies for any Tax of the Company or any of its Subsidiaries from any taxing authority except for those which have been resolved, which have been paid in full, or which are being contested in good faith by appropriate proceedings and with respect to which there are adequate accruals or reserves on the financial statements of the Company and its Subsidiaries; and (iv) neither the Company nor any of its Subsidiaries is the subject of any currently ongoing audit or other proceeding with respect to Taxes nor has any audit or other proceeding with respect to Taxes been proposed in writing against any of them.

Section 3.15 Regulatory Proceedings. As of the date hereof, neither the Company nor any of its Subsidiaries all or part of whose rates or services are regulated by a Governmental Entity (a) is a party to any rate proceeding before a Governmental Entity with respect to rates charged by the Company or any of its Subsidiaries other than in the ordinary course, (b) has rates in any amounts that have been or are being collected subject to refund, pending final resolution of any rate proceeding pending before a Governmental Entity or on appeal to a court (other than rates based on estimated costs and/or revenues that are subject to adjustment once the actual costs and/or revenues become known) or (c) is a party to any Contract with any Governmental Entity entered into other than in the ordinary course imposing conditions on rates

or services in effect as of the date hereof or which, to the Knowledge of the Company, are as of the date hereof scheduled to go into effect at a later time, except in the case of clauses (a) through (c) that would not individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, in a manner that would require the Company to disclose such matter in the Company SEC Documents or the Company's ability to perform its obligations under this Agreement.

Section 3.16 No Broker's Fees. The Company is not a party to any Contract with any Person that would give rise to a valid claim against the Investor for a brokerage commission, finder's fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares.

Section 3.17 No Other Representations or Warranties. Except for the representations and warranties made by the Company in this Article III (as modified by the Company Disclosure Schedule), neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Private Placement Shares, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Investor or any of their Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Investor acknowledge the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company in this Article III (as modified by the Company Disclosure Schedule), neither the Company nor any other Person makes or has made any express or implied representation or warranty to the Investor or any of its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to the Investor or any of its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Private Placement or any other transactions or potential transactions involving the Company and the Investor.

Section 3.18 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that no Investor nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to Investor or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation

of any of the Private Placement or any other transactions or potential transactions involving the Company and the Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud in connection with the representations and warranties expressly set forth in Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 4.1 Organization, Authority, Execution and Delivery. The Investor (a) is a legal entity organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization, (b) has the requisite power and authority (corporate or otherwise) to enter into this Agreement, perform its obligations under this Agreement and to consummate the Private Placement (c) has duly authorized the execution and delivery of this Agreement and no other corporate proceedings on the part of the Investor are necessary to authorizing the Private Placement and (d) has duly and validly executed and delivered this Agreement. Assuming due authorization, execution and delivery hereof and thereof by the Company, this Agreement constitutes the legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 4.2 No Conflict. The execution and delivery by the Investor of this Agreement, the compliance by the Investor with all of the provisions hereof and the consummation of the transactions contemplated herein (a) will not conflict with, or result in breach, modification, termination or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which the Investor is party or is bound or to which any of the property or assets of the Investor are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable organizational documents) of the Investor and (c) will not result in any violation of any Law or Order applicable to the Investor or any of its properties, except in each of the cases described in clause (a) or (c), for any conflict, breach, modification, termination, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact the Investor's performance of its obligations under this Agreement.

Section 4.3 Consents and Approvals. No consent, approval, authorization, Order, registration, qualification or filing of or with any Governmental Entity having jurisdiction over the Investor or any of its properties is required for the execution and delivery by the Investor of this Agreement, the compliance by the Investor with the provisions hereof and the consummation of the transactions contemplated herein.

Section 4.4 No Registration. The Investor understands that (a) the Private Placement Shares, as well as the Common Stock into which the Private Placement Shares may be converted, have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto and (b) the foregoing Private Placement Shares, as well as the Common Stock into which the Private Placement Shares may be converted, cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 4.5 Purchasing Intent. The Investor is acquiring the Private Placement Shares for its own account or accounts or funds over which it holds voting discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and the Investor has no present intention of selling, granting or transferring any other participation in, or otherwise distributing any of the Private Placement Shares, except in compliance with applicable securities Laws and subject to compliance with the provisions hereof.

Section 4.6 Sophistication; Investigation.

(a) The Investor acknowledges that the Private Placement Shares have not been registered under the Securities Act or under any state or other applicable securities laws. Investor (i) acknowledges that it is acquiring the Private Placement Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (ii) is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters in investments of this type such that it is capable of evaluating the merits and risks of its investment in the Private Placement Shares and of making an informed investment decision and (iii) (1) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Private Placement Shares and (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access. Investor has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Private Placement Shares, and to protect its own interest in connection with such investment. The Investor is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act and a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. The Investor understands and is able to bear any economic risks associated with its investment in the Private Placement Shares (including the necessity of holding such shares for an indefinite period of time and including an entire loss of its investment in the Private Placement Shares and the Common Stock into which the Private Placement Shares may be converted). Investor hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and the Investor has independently evaluated the merits and risks of its decision to enter into this Agreement, is consummating the transactions contemplated by this Agreement with a full

understanding, based exclusively on its own independent review, investigation and analysis, of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks, and disclaims reliance on any representations or warranties (except for the representations and warranties expressly set forth in Article III), either expressed or implied, by or on behalf of the Company.

(b) The Investor acknowledges and understands that the Company has not been requested to provide, and has not provided, the Investor with any information or advice with respect to the Private Placement Shares (or the Common Stock into which the Private Placement Shares may be converted), and such information or advice is neither necessary nor desired. Investor agrees that it is not relying on any investigation of any advisor to the Company and any advisor to the Company shall have no liability to Investor in connection with the Private Placement for Shares.

Section 4.7 Ownership of Company Stock or Other Interests. As of immediately prior to the Closing, neither the Investor nor any of its Affiliates owns any capital stock, other equity or equity-linked securities or any debt securities or other indebtedness of the Company or any of its Subsidiaries or any Company Investments.

Section 4.8 No Broker's Fees. The Investor is not a party to any Contract with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares or payment of the Purchase Amount.

Section 4.9 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule), Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person (including Moelis & Company LLC), (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to Investor or any of its Representatives or any information developed by Investor or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule), will have or be subject to any liability or indemnification obligation to Investor resulting from the delivery, dissemination or any other distribution to Investor or any of its Representatives, or the use by Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to Investor or any of its Representatives, including in due diligence materials, "data rooms" or management presentations (formal or informal), in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and Investor. Investor, on behalf of itself and on behalf of its Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud in connection with the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule).

Section 4.10 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither the Investor nor any other Person on its behalf has made or is making any other express or implied representation or warranty.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1 Blue Sky. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Private Placement Shares to the Investor pursuant to this Agreement under applicable securities and “Blue Sky” Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Investor on the date hereof. The Company shall timely make all filings and reports relating to the offer and sale of the Private Placement Shares issued hereunder required under applicable securities and “Blue Sky” Laws of the states of the United States following the date hereof. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.1

Section 5.2 Legends. Each certificate evidencing securities issued hereunder or securities resulting from the conversion of such securities and each certificate issued in exchange for or upon the Transfer of any such securities, shall be stamped or otherwise imprinted with a legend (the “Legend”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER, OWNERSHIP AND OTHER RESTRICTIONS SET FORTH IN THE PREFERRED STOCK PURCHASE AGREEMENT, DATED MAY 6, 2020, BY AND BETWEEN CENTERPOINT ENERGY, INC. AND THE INVESTOR PARTY THERETO, AS MAY BE AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH AND AVAILABLE FROM THE SECRETARY OF THE ISSUER, WITHOUT COST.”

In the event that any such securities are uncertificated, such securities shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Company or agent and the term “Legend” shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such securities (or the securities register or other

appropriate Company records, in the case of uncertified securities), upon Investor's request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, with respect to the second paragraph of the Legend upon the expiration of the Transfer Restricted Period and, with respect to the first paragraph of the Legend, when such securities may be sold under Rule 144 of the Securities Act and under this Agreement. The Company may reasonably request such opinions of counsel, certificates or other evidence reasonably satisfactory to the Company that such restrictions no longer apply as a condition to removing the Legend.

Section 5.3 Investor Standstill and Voting Commitments.

(a) For the duration of the Standstill Period, and subject to the terms and conditions set forth herein, the Investor agrees that it will not, and will cause its Affiliates and its and their respective principals, directors, general partners, officers, employees, and agents and other Representatives acting on its behalf not to, directly or indirectly, acting alone or in concert with others, without the prior written consent of the Company:

(i) acquire, agree to acquire, propose, offer to acquire (collectively, "**Purchase**"), or facilitate the Purchase by any other Person of, any securities or other indebtedness of the Company or its Subsidiaries, any warrant or option to purchase such securities or other indebtedness, any security convertible into any such securities or other indebtedness, any other right to acquire such securities or other indebtedness (collectively, "**Company Investments**"); provided, however, that the Investor will be permitted to Purchase Common Stock so long as the Investor together with its Affiliates would Beneficially Own 9.9% or less of the outstanding Common Stock after giving effect to such acquisition.

(ii) (I) (A) call, or seek to call, an extraordinary general meeting of the Company's shareholders, or act, or seek to act, by written consent of the Company's shareholders (or the setting of a record date therefor), (B) propose, or announce an intention to propose, a change in the capitalization, stock repurchase programs, dividend policy corporate structure or management of the Company or its Subsidiaries or any of their respective boards of directors (including through any "withhold" or similar campaign or the removal of any members thereof), or seek election, or appointment to, or representation on, or nominate or propose the nomination of, or recommend the nomination of, any candidate to any of such boards of directors, in each case, except for such statements that are consistent with the Press Release, (C) make or be the proponent of any shareholder proposal to the Company or conduct a referendum of shareholders of the Company or (D) solicit, or participate in the solicitation of (as such term is used in the proxy rules promulgated under the Exchange Act and without regard to any exemptions set forth in such rules), any proxies, consents or other votes with respect to any Company Investments, the election or removal of directors of the Company or any other matter or proposal relating to the Company or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies or consents, (II) unless the Company has materially breached its obligations under Section 5.8, make any ad

hominem attack on or public statement (including any statement that would reasonably be expected to become public) that disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of the Company and its Affiliates or any current or former director or officer or employee of the Company or its Subsidiaries; provided that, this subsection (II) shall not apply to any responses by the Investor to any former directors, officers or employees of the Company or its Subsidiaries who make an hominem attack on or public statement (including any statement that would reasonably be expected to become public) that disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of the Investor or its Affiliates, provided further that, notwithstanding the foregoing, (x) each Investor shall be permitted to privately respond to any unsolicited inquiry made by a third party with respect to the Private Placement Shares or the Company, so long as, in making any such response, (A) the Investor does not reference individual employees or members of the management of the Company or its Subsidiaries or any members of their respective boards of directors, (B) the Investor does not make any statement or implication that is reasonably known by the Investor to be inconsistent or in conflict with any Public Communication on such subject, and (C) the Investor provides the Company with prompt notice that it has made such communication (which notice shall identify the Person with whom the Investor has communicated and a description of the nature of the discussion) (the conditions in clauses (A) to (C), the “**Communication Conditions**”) and (y) the foregoing will not restrict the ability of any Person to comply with applicable Law, any subpoena or other legal process or respond to request for information from any Governmental Entity with jurisdiction over the Investor or its Affiliates or Representatives from whom information is sought (so long as such process or request did not result from discretionary acts by the Investor or its Affiliates or Representatives), (III) make any request (written or oral), or announcement of an intention to request, that the Company amend, waive or terminate any provision of this Agreement, or its Articles of Incorporation or bylaws (or any equivalent documents or amendments thereto of any of the foregoing), or (IV) make any request or other demand for stock list materials or other books or records of the Company or any of its Subsidiaries;

(iii) make any statement or proposal (written or oral) to any of the Company’s or its Subsidiaries’ boards of directors, individual directors or management of such entities, or make any statement or proposal (written or oral) with respect to, a merger, tender offer, exchange offer, consolidation, acquisition, restructuring, business combination, sale of assets, recapitalization, dividend, share repurchase or liquidation, or any similar or comparable transaction involving the Company (including its Subsidiaries and joint ventures or any of their respective securities or assets), either publicly or in a manner that would reasonably require any party to make a public action, disclosure or statement (written or oral) regarding the possibility of any of the foregoing;

(iv) engage in any short sale or any purchase, sale or grant of any option, warrant, convertible security, stock appreciation right or other similar right (including any put or call option or “swap” transaction) with respect to any security (other than any index fund, exchange traded fund, benchmark fund or broad basket of securities) that includes, relates to or derives any significant part of its value from a decline in the market price or value of the securities of the Company and would, in the aggregate or individually, result in the Investor ceasing to have a “net economic long position” in the Company;

(v) sell, offer or agree to sell, directly or indirectly, through swap or hedging transactions or otherwise, voting rights decoupled from the underlying Common Stock to any third party;

(vi) institute, solicit or join, as a party, any litigation, arbitration or other proceeding against or involving the Company or any of its Subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); provided, however, that for the avoidance of doubt, the foregoing shall not prevent Investor from (A) bringing litigation to enforce any provision of this Agreement instituted in accordance with and subject to the terms of this Agreement, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against the Investor, (C) exercising statutory appraisal rights or (D) responding to or complying with validly issued legal process;

(vii) enter into a voting trust, voting agreement or similar voting arrangement with respect to any Company Investment, or subject any Company Investment to any voting trust, voting agreement or similar voting arrangement (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and similar other accounts), in each case other than (A) this Agreement, (B) solely with Affiliates of the Investor or (C) granting proxies in solicitations approved by the Board;

(viii) disclose any intention, plan or arrangement prohibited by, or inconsistent with, the foregoing, in each case either publicly or in a manner that would reasonably require any Party to make a public action, disclosure or statement (written or oral), in each case, only as required by applicable Law, regarding any of the foregoing;

(ix) advise, assist or encourage any other Person or enter into any discussions, negotiations, agreements or arrangements with any other Person in connection with any conduct proscribed by the foregoing; or

(x) form a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with any other Person (other than Affiliates).

Notwithstanding the foregoing:

(i) this Section 5.3(a) shall be inoperative and of no force and effect if any other Person or “group” (as defined in Section 13(d)(3) of the Exchange Act) shall (x) enter into an agreement with the Company providing for the acquisition of (A) Beneficial Ownership of more than 50% of the outstanding Voting Securities, (B) the right to designate members who in the aggregate hold a majority of the voting power of the Board, or (C) all or substantially all of the assets of the Company and its subsidiaries (each, an “**Extraordinary Transaction**”), or (y) commence any tender or exchange offer (by any person other than the Investor or their Affiliates) which, if consummated, would result in the acquisition by any person of Beneficial Ownership of more than 50% of the outstanding Voting Securities, where the Company files with the SEC a Schedule 14D-9 (or any amendment thereto) that does not recommend that its shareholders reject such tender or exchange offer (other than a “stop, look and listen” communication pursuant to Rule 14d-9(f) promulgated under the Exchange Act in response to the commencement of any tender or exchange offer);

(ii) if the Company enters into, or announces any plans to enter into, any agreement or understanding with respect to the sale or disposition of all or substantially all of the equity or assets of any of the Company’s Subsidiaries, any statements (written or oral) made by the Investor with respect to such sale or disposition shall not constitute a breach of this Section 5.3(a) so long as, in making such statements, the Investor solely refers to such sale or disposition and complies with clauses (A), (B) and (C) of the Communication Conditions, set out above;

(iii) nothing in this Section 5.3(a) shall be understood to prohibit or otherwise limit the Investor or its Affiliates from (x) trading, directly or indirectly, (I) in Common Stock or indebtedness of the Company as permitted by Section 5.3(a); provided that such trading shall not cause the Investor to become the Beneficial Owner of more than 9.9% of the outstanding Common Stock and such trading shall comply with the restrictions in Section 5.3(a)(iv), or (II) in any index, exchange traded fund, benchmark or other basket of securities which may contain, or otherwise reflect the performance of, any securities of the Company, including but not limited to “XLU” on the NYSE Arca Exchange (such indices, funds, benchmarks or baskets collectively, “**Basket Investments**”) or (y) engaging in private communications solely with the Chairman of the Board, Chief Executive Officer or their designees, in each case, only so long as such private communications would not reasonably be expected to require any public disclosure thereof by the Company or the Investor; and

(iv) public responses by the Investor to any unsolicited public statement or press release by a third party with respect to the Private Placement Shares, the Company or its Subsidiaries that specifically names or references the Investor or any of its employees, Affiliates or agents will be permitted so long as (I) the Investor complies with the Communications Conditions and (II) such public response relates only to the Private Placement Shares, the Company or its Subsidiaries or otherwise does not violate Section 5.3(a)(i), (ii) or (iii) (or Section 5.3(a)(vii) or (viii))

as relates to the foregoing) and mere receipt of any unsolicited inquiries or indications of interest relating to the Company or its Subsidiaries by the Investor or its Affiliates, shall not constitute a breach of the obligations in this Section 5.3; provided that the Investor shall promptly inform the Company of such inquiries or indications of interest.

(b) During the Standstill Period, the Investor and its Affiliates will cause all of the Voting Securities that such Investor or any of its Affiliates have the right to vote as of the applicable record date, to be present in person or by proxy for quorum purposes and to be voted at any meeting of shareholders or at any adjournments or postponements thereof, and to consent in connection with any action by written consent in lieu of a meeting, (w) in favor of each director nominated and recommended by the Board for election at any such meeting or through any such written consent, (x) against any stockholder nominations for director that are not approved and recommended by the Board for election at any such meeting or through any such written consent, (y) against any proposals or resolutions to remove any member of the Board and (z) in accordance with recommendations by the Board on all other proposals or business that may be the subject of stockholder action at such meetings or written consents; provided, however, that the Investor and its Affiliates shall be permitted to vote in their sole discretion on proposals providing for any Extraordinary Transaction.

Section 5.4 Public Filings; Announcements. On May 7, 2020 and not later than 8:30 a.m. Eastern Time on such date, the Company shall (a) issue a press release in respect of the transactions contemplated by this Agreement, the Other Preferred Stock Purchase Agreement and the Common Stock Purchase Agreements (the "**Press Release**"), (b) file its Quarterly Report on Form 10-Q with the SEC for the period ended March 31, 2020, (c) file a Current Report on Form 8-K with the SEC disclosing the Company's entry into this Agreement, the Other Preferred Stock Purchase Agreement and the Common Stock Purchase Agreements, and all such filings and such press release shall be in substantially the form and substance provided to the Investor prior to the execution and delivery of this Agreement, and (d) issue the press release described in clause (i) of Earnings Materials and file the Current Report on Form 8-K and supplemental materials described in clause (ii) and (iii) of Earnings Materials in substantially the form and substance provided to the Investor prior to the execution and delivery of this Agreement. Neither of the Company or the Investor nor any of their respective Affiliates shall make any public statement regarding the subject matter of this Agreement or the matters set forth herein prior to issuing the press release and filing the Quarterly Report described in the immediately preceding sentence.

Section 5.5 Use of Proceeds. The Company will utilize the proceeds from the sale of the Private Placement Shares for such general corporate purposes as determined by the Company, which, for the avoidance of doubt, may include repayment of indebtedness.

Section 5.6 HSR Cooperation. In the event the Investor would be required to file any notification and report form pursuant to the HSR Act as a result of the conversion of any Private Placement Shares into shares of Common Stock pursuant to the terms of the Preferred Stock Amendment, the effectiveness of such conversion shall be delayed automatically (in whole, or at the option of the Investor upon prior written notice to the Company, only to the extent necessary to avoid a violation of the HSR Act), until the Investor, at its sole expense, shall have made such filing under the HSR Act and the Investor shall have received early

termination clearance in respect thereof or the waiting period in connection with such filing under the HSR Act shall have expired; provided, however, that in such circumstances the Investor shall use commercially reasonable efforts to make such filing and obtain such clearance or expiration of such waiting period as promptly as reasonably practical, and the Company shall make all required filings and use commercially reasonable efforts to cooperate with the Investor in connection with the making of such filing and obtaining such clearance or expiration of such waiting period.

Section 5.7 Buybacks; Certain Tax Matters.

(a) Prior to the Mandatory Conversion Date, in the event of any proposed repurchase or buyback of Common Stock by the Company, the Company shall provide the Investor with written notice of such proposed transaction at least ten Business Days prior to such transaction, and the Investor (or an Affiliate thereof as applicable) shall have the right, at its respective option, to include Investor's or its Affiliate's securities of the Company in such transaction up to their respective pro rata portion calculated on an as-converted basis, upon delivery of notice of election thereof at least one Business Day prior to such transaction.

(b) The Parties shall treat the Series C Preferred Stock as stock that is not "preferred stock" within the meaning of Section 305 of the Code and the Treasury Regulations issued thereunder (such treatment, the "Tax Treatment") and agree to take no positions inconsistent with the Tax Treatment on any Tax Return, including on any IRS Form 1099 or IRS Form 1042-S, except to the extent (i) that a change in applicable Law causes the Tax Treatment not to be "more likely than not" to be upheld under applicable Law or (ii) required in connection with the resolution of an Internal Revenue Service audit or other similar Tax proceeding.

Section 5.8 Public Disclosures and Non-Disparagement.

(a) Until the first anniversary of the date of this Agreement, except as otherwise required by applicable Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system (based on the advice of counsel, and in that event only if time does not permit), Investor and the Company shall not issue any press release or make any other public statement related to this Agreement or the transactions contemplated hereby that identifies or otherwise expressly references the other Party, without the prior consent of such other Party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding anything to the contrary in this Section 5.8, the Company shall be permitted, without the Investor's prior consent, to (i) respond to any unsolicited inquiry made by a third party in a public forum that identifies or otherwise references the Investor and (ii) identify or reference the Investor in a private discussion; provided that, in making any such response or in such discussion, the Company's statements or implications are reasonably known by the Company to be consistent with any (x) public statement made by the Investor on such subject or (y) other statement or position on such subject communicated to the Company by the Investor; and provided further that, if any of the Company's statements in such a private discussion subsequently become public, the Investor shall be permitted to publicly or privately respond to any such statement, so long as (I) the Investor complies with the Communications Conditions and (II) such public response relates only to the Private Placement Shares, the Company and the matters contemplated by the Governance Arrangements Agreement and otherwise does not violate Sections 5.3(a)(ii) or (iii) (or Sections 5.3(a)(vii) or (viii)) as relates to the foregoing).

(b) Notwithstanding anything to the contrary in this Section 5.8, the Company may, without the prior approval of the Investor, (i) include in any report it files or furnishes with the SEC, any other Governmental Entity or stock exchange and any press release or other public disclosure with respect to such transactions as is required by Law, Order, court process or the rules and regulations of any stock exchange factual information relating to the Investor, or any of its Affiliates, relating to this Agreement and the transactions contemplated hereby or that was previously included in a press release or other public statement or disclosure consented to in accordance with this Section 5.8, and (ii) to communicate with state public utility commissions, federal utility regulators, and similar Governmental Entities regarding the transaction, in each case without the requirement of obtaining any further consent from any such party, provided that, in the case of subsection (i) and (ii) of this paragraph, the Company does not make any statement or implication that is inconsistent or in conflict with the Press Release, this Agreement, the Company's Business Review and Evaluation Committee charter or any of the actions and transactions contemplated thereby.

(c) The Company agrees that, during the Standstill Period, and unless the Investor has materially breached its obligations under Section 5.3, the Company, shall refrain from making, and shall cause its respective Affiliates (other than the JV Entities) and its and their respective directors and officers, not to make or cause to be made any ad hominem attack on or public statement (including any statement that would reasonably be expected to become public) that disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of the Investor and its Affiliates or any current or former director or officer or employee of the Investor or its Affiliates, provided that, the foregoing shall not restrict the ability of any person to comply with applicable Law, any subpoena or other legal process or respond to a request for information from any Governmental Entity with jurisdiction over the Company or its Affiliates or Representatives from whom information is sought (so long as such process or request did not result from discretionary acts by the Company or its Affiliates or Representatives).

Section 5.9 Stock Exchange Matters. The Company shall use its reasonable best efforts to (a) obtain any approvals of the New York Stock Exchange necessary for the issuance of the Underlying Shares, including to cause the Underlying Shares to be approved for listing on the New York Stock Exchange, subject to official notice of issuance, and (b) maintain the listing of all of the Underlying Shares upon each national securities exchange and automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of the Underlying Shares. The Company shall cause a number of shares of Common Stock equal to the total number of Underlying Shares to be authorized, reserved, and kept available at all times, free and clear of preemptive rights and all Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law), to allow for full conversion of the Private Placement Shares in accordance with the terms of this Agreement and the Statement of Resolution. The Company shall pay all fees and expenses in connection with satisfying the obligations under this Section 5.9.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Shelf Registration Statement.

(a) The Company shall use its reasonable best efforts to file, not later than (i) 60 days after the date hereof (the “**S-3 Shelf Filing Deadline**”), a Registration Statement on Form S-3 covering the resale of all of the Registrable Securities held by the Preferred Investors on a delayed or continuous basis (the “**Form S-3 Shelf**”), or (ii) 90 days after the date hereof (the “**S-1 Shelf Filing Deadline**” and, along with the S-3 Shelf Filing Deadline, each, a “**Filing Deadline**”), in the event that the Company is not eligible to file Form S-3 Shelf as of or prior to the S-3 Shelf Filing Deadline, a Shelf Registration Statement on Form S-1 (a “**Form S-1 Shelf**” and, along with a Form S-3 Shelf, each a “**Shelf Registration Statement**”); provided that the Company shall use its commercially reasonable efforts to remain qualified to file the Form S-3 Shelf.

(b) Subject to the terms of this Agreement, including any applicable Suspension Period, the Company shall use its commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after the filing thereof, and shall use its commercially reasonable efforts to keep such Shelf Registration Statement, or a successor Registration Statement thereto, continuously effective under the Securities Act until the date that all Registrable Securities covered by such Shelf Registration Statement have been disposed of by the Preferred Investors or are no longer Registrable Securities; provided that in no event shall the Company’s obligation to keep such Shelf Registration Statement effective extend beyond the three year anniversary of the date hereof. In the event the Company becomes ineligible to use the Form S-3 Shelf during the Shelf Period, the Company shall use reasonable best efforts to file a Form S-1 Shelf not later than 90 days after the date the Company becomes ineligible, and shall use its reasonable efforts to have such Shelf Registration Statement declared effective promptly (the period during which the Company shall use its reasonable efforts to keep the Shelf Registration Statement continuously effective under the Securities Act in accordance with this Section 6.1 is referred to as the “**Shelf Period**”). In the event the Company files a Form S-1 Shelf (either prior to the S-1 Shelf Filing Deadline or during the Shelf Period) and thereafter becomes eligible to use a Form S-3 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf to a Form S-3 Shelf promptly after the Company becomes so eligible.

(c) The Company shall promptly notify the Preferred Investors by e-mail of the effectiveness of a Shelf Registration Statement after the Company telephonically confirms effectiveness with the SEC (but in no event more than two Business Days thereafter). The Company shall file a final prospectus with the SEC to the extent required by Rule 424 under the Securities Act. The “Plan of Distribution” section of such Shelf Registration Statement shall provide for customary permitted means of disposition of Registrable Securities, including agented transactions, sales directly into the market, purchases or sales by brokers, underwritten offerings and privately negotiated transactions. The Company shall use its reasonable efforts to cause any Registrable Securities offered for resale pursuant to an effective Shelf Registration Statement to be listed on the New York Stock Exchange, or such other national securities exchange as the Common Stock may be listed during the time such Shelf Registration Statement is effective.

Section 6.2 Shelf Takedown.

(a) Subject to any applicable restrictions on transfer in this Agreement or otherwise, at any time during the Shelf Period (subject to any Suspension Period), by notice to the Company specifying the intended method or methods of disposition thereof, any Preferred Investor or Preferred Investors holding Registrable Securities that, in the aggregate, have market value in excess of \$200 million (each such Preferred Investor, a “**Takedown Requesting Investor**”) may make a written request (a “**Shelf Takedown Request**”) to the Company to effect a Public Offering, including an Underwritten Shelf Takedown, of all or a portion of such holder’s Registrable Securities that may be registered under such Shelf Registration Statement, which request shall state the number of the Registrable Securities to be included in such Public Offering, and as soon as reasonably practicable, the Company shall, subject to the other applicable provisions of this Agreement, amend or supplement the Shelf Registration Statement as necessary for such purpose; provided that the Company shall not be obligated to effect more than one Shelf Takedown Request during any 12-month period or more than two Shelf Takedown Requests during the Shelf Period, and the Company shall not be obligated to effect any Underwritten Shelf Takedown if the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be sold in such Underwritten Shelf Takedown, in the good faith judgment of the managing underwriter(s) thereof, is less than \$200 million.

(b) Subject to any applicable restrictions on transfer in this Agreement or otherwise, promptly upon receipt of a Shelf Takedown Request (but in no event more than five Business Days thereafter (or such shorter period as may be reasonably requested in connection with an underwritten “block trade”)) specifying an Underwritten Shelf Takedown, the Company shall deliver a notice (a “**Shelf Takedown Notice**”) to each Preferred Investor with Registrable Securities covered by the applicable Shelf Registration Statement (each, a “**Potential Takedown Participant**”). The Shelf Takedown Notice shall offer each such Potential Takedown Participant the opportunity to include in such requested Underwritten Shelf Takedown such number of Registrable Securities as each such Potential Takedown Participant may request in writing. The Company, subject to Section 6.2(c) below, shall include in the Underwritten Shelf Takedown all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within three Business Days (or such shorter period as may be reasonably requested in connection with an underwritten “block trade”) after the date that the Shelf Takedown Notice has been delivered. Any Potential Takedown Participant’s request to participate in an Underwritten Shelf Takedown shall be binding on the Potential Takedown Participant; provided that each such Potential Takedown Participant that elects to participate may condition its participation on the Underwritten Shelf Takedown being completed within 10 Business Days of its acceptance at a price per share (after giving effect to any underwriters’ discounts or commissions) to such Potential Takedown Participant of not less than such percentage specified by such Potential Takedown Participant) of the closing price for the Common Stock on their principal trading market on the Business Day immediately prior to such Potential Takedown Participant’s election to participate (the “**Participation Conditions**”). Notwithstanding the delivery of any Shelf Takedown Notice, but subject to the Participation Conditions (to the extent

applicable) and Section 6.2(c) and Section 6.2(d) below, all determinations as to whether to complete any Underwritten Shelf Takedown and as to the timing, manner, price and other terms of any Underwritten Shelf Takedown contemplated by this Section 6.2(b) shall be determined by the Takedown Requesting Investors.

(c) If the managing underwriter(s) for a requested Underwritten Shelf Takedown advise the Company and the Takedown Requesting Investors that in their reasonable view the number of Registrable Securities proposed to be included in such Underwritten Shelf Takedown exceeds the number of Registrable Securities which can be sold in an orderly manner in such offering within a price range acceptable to the Takedown Requesting Investors (the “**Maximum Offering Size**”), then the Company shall so advise any Potential Takedown Participant electing to participate in such Underwritten Shelf Takedown, and shall include in such Underwritten Shelf Takedown the number of Registrable Securities which can be so sold, allocated, if necessary for the offering not to exceed the Maximum Offering Size. The number of Registrable Securities included in such Underwritten Shelf Takedown will be allocated among the Potential Takedown Participants as follows:

(i) first, each Potential Takedown Participant shall be allocated an amount equal to the lesser of (x) the Maximum Offering Size multiplied by a fraction, the numerator of which is the number of Registrable Securities then held by each Potential Takedown Participant and the denominator of which is the aggregate number of Registrable Securities then held by all Potential Takedown Participants and (y) the number of Registrable Securities requested to be included by such Potential Takedown Participant in the offering; and

(ii) second, to the extent that the Maximum Offering Size is not fully allocated pursuant to clause (i), the excess of (x) the Maximum Offering Size over (y) the amount allocated pursuant to clause (i) (the “**Remaining Securities**”) shall be allocated among any Potential Takedown Participant whose allocation pursuant to clause (i) is less than the number of Registrable Securities requested to be included in such offering by such Potential Takedown Participant (each, a “**Cutback Participant**”) such that each Cutback Participant shall be entitled to include pursuant to this clause (ii), the lesser of (x) the Remaining Securities multiplied by a fraction, the numerator of which is the number of Registrable Securities then held by each Cutback Participant and the denominator of which is the aggregate number of Registrable Securities then held by all Cutback Participants and (y) the number of Registrable Securities requested to be included by such Cutback Participant in the offering. If any portion of the Maximum Offering Size remains unallocated, the procedure in this clause (ii) shall be recursively repeated until all Registrable Securities up to the Maximum Offering Size have been allocated.

(d) The Takedown Requesting Investor shall have the right to select the investment banker(s) and manager(s) (which shall consist of one or more reputable nationally recognized investment banks, subject to the Company’s approval, not to be unreasonably withheld, and which shall be represented by underwriters’ counsel acceptable to the Company in its sole discretion) to administer any Underwritten Shelf Takedown and one firm of counsel to represent all of the participating holders of Registrable Securities, including the Takedown Requesting Investors and any Potential Takedown Participants electing to participate in such Underwritten Shelf Takedown (along with any reasonably necessary local counsel), in connection with such

Underwritten Shelf Takedown. The Company and any Potential Takedown Participant participating in an Underwritten Shelf Takedown will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering. The Company shall be permitted to include in any Underwritten Shelf Takedown pursuant to this Section 6.2 any securities that are not Registrable Securities with the prior written consent of the Takedown Requesting Investors (not to be unreasonably withheld). In the event that the managing underwriter determines that marketing factors require a limitation on the number of shares to be underwritten in such Underwritten Shelf Takedown, the managing underwriter may limit the number of shares proposed to be included in such Underwritten Shelf Takedown by (i) first including the Registrable Securities requested by the Takedown Requesting Investor to be included in the Underwritten Shelf Takedown and (ii), thereafter, including such additional securities as are requested by the Company to be included (subject to the consent of the Requesting Investors pursuant to the immediately preceding sentence, not to be unreasonably withheld) in such Underwritten Shelf Takedown as the managing underwriter in its reasonable discretion determines are able to be marketed and sold in connection with the Registrable Securities in clause (i).

Section 6.3 Required Suspension Period.

(a) Notwithstanding any other provision of this Agreement, the Company shall have the right but not the obligation to defer the filing of (but not the preparation of) or seeking of effectiveness of, or suspend the use by the Preferred Investors of (including requiring the Preferred Investors to suspend any offerings or sales of Registrable Securities pursuant to), any Shelf Registration Statement for a period of up to 120 days:

(i) if an event occurs as a result of which the Shelf Registration Statement and any related prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Shelf Registration Statement, file a new registration statement or supplement any related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder;

(ii) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (B) would require the Company, under applicable securities Laws and other Laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or

(iii) upon issuance by the SEC of a stop order suspending the effectiveness of any Shelf Registration Statement with respect to Registrable Securities or the initiation of Legal Proceedings with respect to such Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act;

any such period contemplated by clauses (i) to (iii) of this Section 6.3(a), a “Suspension Period”).

(b) In no event shall the Company declare a Suspension Period more than two times in any 12-month period or for more than an aggregate of 120 days in any 12-month period. The Company shall give immediate written notice to the Preferred Investors of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period. The Preferred Investors shall keep the information contained in such notice confidential subject to the same terms set forth in Section 6.6 of this Agreement. If the Company defers any registration of Registrable Securities in response to a Shelf Takedown Request or requires the Preferred Investors to suspend any Underwritten Public Offering, the Preferred Investors shall be entitled during the Suspension Period to withdraw their request for the Registration of Registrable Securities and, if such request is withdrawn, such request shall not be considered a Shelf Takedown Request for purposes of Section 6.2 and the Company shall pay all reasonable out-of-pocket expenses in connection therewith in accordance with Section 6.7.

Section 6.4 Registration Procedures.

(a) Requirements. In connection with the Company’s obligations under this Article VI, the Company shall use its commercially reasonable efforts to effect such registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall use its commercially reasonable efforts to:

(i) as promptly as reasonably practicable prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith and prospectus, and, before filing a Registration Statement or prospectus or any amendments or supplements thereto, (x) furnish to the Preferred Investors whose Registrable Securities are covered by such Registration Statement, copies of all documents prepared to be filed, which documents shall be subject to the review of such Preferred Investors and their respective counsel, (y) make such changes in such documents concerning the Preferred Investors prior to the filing thereof as such Preferred Investors, or their counsel, may reasonably request and (z) not file any Registration Statement or prospectus or amendments or supplements thereto to which the Preferred Investors, in such capacity, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the prospectus as may be (x) reasonably requested by any Preferred Investor with Registrable Securities covered by such Registration Statement, or (y) necessary to keep such Registration Statement effective for the period of time required by this Agreement, and comply with provisions of the applicable securities Laws with respect to the

sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Preferred Investors and (if requested) confirm such notice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable prospectus or any amendment or supplement thereto has been filed, (b) of any written comments by the SEC, or any request by the SEC or other Governmental Entity for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to, or which may affect, the registration, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any Order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, and (d) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) as promptly as reasonably practicable notify the Preferred Investors when the Company becomes aware of the happening of any event as a result of which such Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, when any issuer free writing prospectus (as defined in Rule 433 under the Securities Act) relating to an offer of the Registrable Securities includes information that may materially conflict with the information contained in such Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act and, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Preferred Investors, an amendment or supplement to such Registration Statement or prospectus, which shall correct such misstatement or omission or effect such compliance.

(b) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(c) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6.4(a)(iv), the Investor shall discontinue disposition of any Registrable Securities covered by such Registration Statement or

pursuant to the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until the Investor is advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an "**Interruption Period**") and, if requested by the Company, the Investor shall use commercially reasonable efforts to return to the Company all copies then in its possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify the Investor thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to the Investor that such Interruption Period is no longer applicable.

Section 6.5 Required Information. The Company may require the Investor to furnish to the Company such information regarding the distribution of such securities and such other information relating to the Investor and its ownership of Registrable Securities as is required to be included in any Registration Statement as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of the Investor if the Investor fails to furnish such information within a reasonable time after receiving such request. The Investor agrees to furnish such information to the Company and to use commercially reasonable efforts to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. It is understood and agreed that the obligations of the Company under Article VI are conditioned on the timely provisions of the foregoing information by the Investor and, without limitation of the foregoing, will be conditioned on compliance by the Investor with the following:

(a) the Investor will, and will cause its Affiliates to, cooperate with the Company in connection with the preparation of the applicable Registration Statement and prospectus and, for so long as the Company is obligated to keep such Registration Statement effective, the Investor will and will cause its Affiliates to, provide to the Company, in writing and in a timely manner, for use in such Registration Statement (and expressly identified in writing as such), all information regarding itself and its Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such Registration Statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by the Investor and to maintain the currency and effectiveness thereof;

(b) during such time as the Investor and its Affiliates may be engaged in a distribution of the Registrable Securities, the Investor will, and it will cause its Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause its Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of

the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by them solely in the manner described in the applicable Registration Statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by the Investor or its Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) the Investor shall, and they shall cause its Affiliates to, (i) permit the Company and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by the Investor and (ii) execute, deliver and perform under any customary agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel and questionnaires.

Section 6.6 Confidentiality. Pending any required public disclosure by the Company and subject to applicable legal requirements and the terms of this Agreement, the Parties will maintain the confidentiality of details contained in all notices and other communications regarding a prospective sale of securities hereunder.

Section 6.7 Expenses. All expenses incurred in connection with any Shelf Registration Statement or registered offering covering Registrable Securities (whether or not consummated), including all registration and filing fees, printing expenses, the fees and expenses of the independent certified public accountants, the fees and expenses of the Company's legal counsel, transfer agent's fees, the expense of qualifying such Registrable Securities under state "Blue Sky" Laws, and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) reasonable fees and expenses of one firm of attorneys selected by the Preferred Investors; provided, however, that the Company will not be required to pay more than \$75,000 in fees and expenses of any such counsel in connection with any Underwritten Shelf Takedown, will be borne by the Company. Notwithstanding the foregoing, all underwriters', brokers' or dealers' discounts or commissions applicable to Registrable Securities sold for the account of the Preferred Investors (and any Taxes related thereto) will be borne by the Preferred Investors in accordance with their Pro Rata Portion.

Section 6.8 Indemnification With Regard To Certain Securities Law Matters.

(a) Indemnification by the Company. To the extent permitted by applicable law, in the event of any registration under the Securities Act by any Registration Statement pursuant to rights granted in this Agreement of Registrable Securities, or any offering made pursuant thereto, the Company will indemnify and hold harmless the Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), and each underwriter of such securities and each other Person, if any, who controls the Investor or such underwriter within the meaning of Section 15 of the Securities Act, against any losses, claims,

damages, or liabilities (including reasonable legal fees and costs of court) (collectively, “**Losses**”), joint or several, to which the Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates, or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading, (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus) or any free writing prospectus, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in light of the circumstances in which they were made, not misleading, or (iii) arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Company or any of its Subsidiaries and relating to action or inaction in connection with any such Registration Statement, disclosure document or other document or report; provided, however, that the Company shall not be liable to the Investor or its respective officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates or an underwriter or any other Person who controls the Investor or such underwriter in any such case if and to the extent that any such loss, claim, damage, or liability arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, such amendment or supplement or such prospectus), which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Investor or such underwriter or their respective Representatives specifically for use therein. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Investor or any indemnified party and shall survive the Transfer of such securities by the Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Investor.

(b) Indemnification by Investor. To the extent permitted by applicable law, the Investor separately (and not jointly or severally) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6.8(a)) the Company, its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), each underwriter of such securities, and each other Person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against any Losses, joint or several, to which the Company and such officers, directors, managers, employees, limited partners, general

partners, equityholders, investment managers, management companies or Affiliates or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading or (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in the light of the circumstances under which they were made, not misleading, in the case of each of clauses (i) and (ii), if and to the extent such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Investor or its respective Representatives specifically for use therein; provided, however, that the total amount to be indemnified by the Investor pursuant to this Section 6.8(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by the Investor in the offering to which such Registration Statement relates; *provided*, further, that the Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, the Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by the Investor to the Company. This indemnity shall be in addition to any liability the Investor may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the Transfer of such securities by the Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Company.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6.8(a) or Section 6.8(b), the indemnified party will, if a resulting claim is to be made or may be made against an indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in Section 6.8(a) or Section 6.8(b), as applicable, except to the extent, if any, that the indemnifying party is actually prejudiced by the failure to give notice and then only to such extent. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense. An indemnified party shall have the

right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party and the indemnifying party agrees as part of such authorization to pay such fees and expenses, (ii) the indemnifying party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the indemnified party and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that representation of both such indemnifying party and the indemnified party by the same counsel would be inappropriate because of an actual conflict of interest between the indemnifying party and the indemnified party, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions 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 (in addition to one local counsel for each jurisdiction, if necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for all indemnified parties with regard to all claims arising out of similar circumstances; and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation, (B) includes an admission of fault, culpability or failure to act by or on behalf of the indemnified party, (C) commits the indemnified party to take, or refrain from taking, any action or (D) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

(d) Contribution. If the indemnification required by Section 6.8(a) or Section 6.8(b), as applicable, from the indemnifying party is unavailable to or insufficient to indemnify and hold harmless an indemnified party in respect of any indemnifiable Losses as required by Section 6.8(a) or Section 6.8(b), as applicable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect (i) the relative benefit received by the indemnifying and indemnified parties from the offering of securities and (ii) if the allocation in clause (i) is not permitted by applicable Law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action, statement or omission; provided, however, that the total amount to be contributed by the Investor pursuant to this Section 6.8(d).

shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by the Investor in the offering to which such Registration Statement relates; provided, further, that the Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, the Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by the Investor to the Company. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and the Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.8(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 6.8(d). Notwithstanding the provisions of this Section 6.8(d), no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by the indemnifying party exceeds the amount of any damages which the indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Agreement, in no event shall any indemnified party be entitled to indemnification pursuant to this Section 6.8 to the extent any Losses were attributable to such indemnified party's own Fraud, gross negligence or willful misconduct.

Section 6.9 Rules 144 and 144A and Regulation S. For so long as the Investor owns any Registrable Securities, the Company shall use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of the Investor, make publicly available such necessary public information, within the meaning of Rule 144, for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will use its commercially reasonable efforts to take such further action as the Investor may reasonably request, all to the extent required from time to time to enable the Investor to sell Registrable Securities without Registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. So long as the Investor owns any Registrable Securities, upon the written request of the Investor, the Company will deliver to the Investor a written statement as to whether it has complied with the reporting requirements of the Exchange Act.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Attention: Jason M. Ryan
Email: jason.ryan@CenterpointEnergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019

Attention: Sabastian V. Niles
DongJu Song

Email: SVNiles@wlrk.com
DSong@wlrk.com

(b) If to the Investor:

The notice address for the Investor is included on Schedule A attached hereto.

Section 7.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) the Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a Transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being Transferred, and (b) the Investor may grant to a creditor or lender

a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights), and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 7.2 shall be void *ab initio*. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 7.3 Prior Negotiations; Entire Agreement. This Agreement and the Governance Arrangements Agreement (including the agreements attached as exhibits and schedules to and the documents and instruments referred to in this Agreement and the Governance Arrangements Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investor, any prior agreement between the Company and any of the Investor's Affiliates) with respect to the subject matter of this Agreement; provided that the terms of the Confidentiality Agreement, dated March 17, 2020, between the Company, on the one hand, and Elliott Investment Management L.P. and Elliott Management Corporation, on the other hand, shall survive according to the terms set forth therein.

Section 7.4 Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY

IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.4.

Section 7.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 7.6 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investor. Any amendment, restatement, modification or change effected in accordance with this Section 7.6 shall be binding upon the Investor, each transferee or future holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 7.7 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 7.8 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 7.9 Relationship Among Parties.

(a) Notwithstanding anything herein to the contrary, the duties and obligations of the Preferred Investors, on the one hand, and the Company, on the other hand, arising under this Agreement and the Other Preferred Stock Purchase Agreement shall be separate (and not joint or several). No Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement. The Parties acknowledge that this Agreement and the Other Preferred Stock Purchase Agreement do not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company. The Company acknowledges and the Investor confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement with the advice of counsel and advisors.

(b) It is understood and agreed that the Investor does not have any duty of trust or confidence in any form with the Company, or any of the Company's other stakeholders and, except as expressly provided in this Agreement, there are no agreements, commitments or undertakings by, among or between any of them with respect to the subject matter hereof.

Section 7.10 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto ("**Tax Forms**") to determine its tax reporting and withholding obligations, if any, the Investor shall promptly provide, solely to the extent legally entitled to do so, such duly completed Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any (it being agreed and understood by the Parties that in the event the Company (or its agent) is required to deduct or withhold any amount on account of Taxes in respect of any payment or distribution (or deemed distribution) with respect to a share of Series C Preferred Stock (or upon the conversion thereof), the Company (or its agent) shall, without duplication of any amounts deducted and withheld by the Company pursuant to Section 2.3(c) or already offset pursuant to this Section 7.10, be entitled to offset any such amounts against any amounts otherwise payable or deliverable in respect of any Series C Preferred Stock (or any shares of Common Stock issued or otherwise required to be issued upon the conversion of any Series C Preferred Stock) or any other amounts otherwise payable or deliverable by the Company to the relevant holder). If any Tax Form previously delivered expires or becomes obsolete or inaccurate in any respect, the Investor shall promptly update such Tax Form or promptly notify the Company in writing of its legal inability to do so.

Section 7.11 Survival.

(a) Except in the case of Fraud or the Fundamental Representations, no representations and warranties of the Company or the Investor shall survive the Closing. The representations and warranties of the Company in Section 3.1, 3.2(a), 3.2(b), 3.3, 3.4(b), 3.6 and the representations and warranties of the Investor in Section 4.1 (the "**Fundamental Representations**"), and any claims for Fraud, shall survive the Closing until the expiration of the applicable statute of limitations, and shall then expire. Notwithstanding the preceding sentence,

any claim for breach of the Fundamental Representations or Fraud that is to be brought under this Agreement shall survive the time at which it would otherwise have expired if written notice containing good-faith allegation of the inaccuracy thereof giving rise to such claim shall have been given to the Company or the Investor, as applicable, prior to such time.

(b) Except in the case of Fraud, the exclusive remedy for any Party and its Affiliates, for any claim arising out of an alleged breach of the Fundamental Representations will be to bring a claim for a breach of contract in respect of such Fundamental Representation, to the extent permitted under this Agreement; provided that in no event shall any Party have any liability hereunder for any exemplary, punitive or similar damages, or for any loss of future revenue, profits or income, or for damages measured as a multiple of earnings, revenue or any other performance metric, except for any such damages to the extent actually awarded by a court of competent jurisdiction and paid to a third party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder II

Name: John W. Somerhalder II

Title: Interim President and Chief Executive Officer

[Signature page to Preferred Stock Purchase Agreement]

ELLIOTT INTERNATIONAL, L.P.

By: _____
Name:
Title:

ELLIOTT ASSOCIATES, L.P.

By: _____
Name:
Title:

Schedule A

<u>Investor</u>	<u>Notice Address</u>	<u>Amount of Series C Preferred Stock</u>
Elliott International, L.P.	c/o Elliott Management Corporation 40 West 57th Street, 4th floor, New York, NY 10019 Attention: Scott Grinsell Elliot Greenberg Email: sgrinsell@elliottmgmt.com egreenberg@elliottmgmt.com	437,500 shares of Series C Preferred Stock
Elliott Associates, L.P.	c/o Elliott Management Corporation 40 West 57th Street, 4th floor, New York, NY 10019 Attention: Scott Grinsell Elliot Greenberg Email: sgrinsell@elliottmgmt.com egreenberg@elliottmgmt.com	187,500 shares of Series C Preferred Stock

Exhibit A

Form of Statement of Resolution

See attached.

Exhibit B

Form of Company Counsel Opinion

See attached

PREFERRED STOCK PURCHASE AGREEMENT

AMONG

CENTERPOINT ENERGY, INC.,

BEP SPECIAL SITUATIONS 2 LLC,

AND

BEP SPECIAL SITUATIONS IV LLC

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	4	
Section 1.1	Definitions	4
Section 1.2	Construction	10
ARTICLE II PRIVATE PLACEMENT	11	
Section 2.1	The Private Placement	11
Section 2.2	Funding	11
Section 2.3	Closing	11
Section 2.4	Restrictions on Transferability	12
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	13	
Section 3.1	Organization and Qualification	13
Section 3.2	Capitalization	13
Section 3.3	Authorization, Execution and Delivery	14
Section 3.4	No Conflict	14
Section 3.5	Consents and Approvals	15
Section 3.6	Issuance; Valid Issuance	15
Section 3.7	Investment Company Act	15
Section 3.8	Compliance with SEC Filings	15
Section 3.9	Financial Statements	16
Section 3.10	No Undisclosed Liabilities	17
Section 3.11	Absence of Certain Changes or Events	17
Section 3.12	Litigation	17
Section 3.13	Compliance with Law	17
Section 3.14	Tax Matters	17
(a)		17
Section 3.15	Regulatory Proceedings	18
Section 3.16	No Broker's Fees	18
Section 3.17	No Other Representations or Warranties	18
Section 3.18	No Other Investor Representations or Warranties	19
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR	19	
Section 4.1	Organization, Authority, Execution and Delivery	19
Section 4.2	No Conflict	20
Section 4.3	Consents and Approvals	20
Section 4.4	No Registration	20
Section 4.5	Purchasing Intent	20
Section 4.6	Sophistication; Investigation	20
Section 4.7	Ownership of Company Stock or Other Interests	21
Section 4.8	No Broker's Fees	21
Section 4.9	No Other Company Representations or Warranties	22
Section 4.10	No Other Investor Representations or Warranties	22

ARTICLE V ADDITIONAL COVENANTS	22	
Section 5.1	Blue Sky	22
Section 5.2	Legends	22
Section 5.3	Investor Standstill and Voting Commitments	23
Section 5.4	Public Filings; Announcements	27
Section 5.5	Use of Proceeds	27
Section 5.6	HSR Cooperation	28
Section 5.7	Buybacks; Certain Tax Matters	28
Section 5.8	Public Disclosures and Non-Disparagement	28
Section 5.9	Stock Exchange Matters	29
ARTICLE VI REGISTRATION RIGHTS	29	
Section 6.1	Shelf Registration Statement	29
Section 6.2	Shelf Takedown	30
Section 6.3	Required Suspension Period	32
Section 6.4	Registration Procedures	33
Section 6.5	Required Information	35
Section 6.6	Confidentiality	36
Section 6.7	Expenses	36
Section 6.8	Indemnification With Regard To Certain Securities Law Matters	37
Section 6.9	Rules 144 and 144A and Regulation S	40
ARTICLE VII GENERAL PROVISIONS	41	
Section 7.1	Notices	41
Section 7.2	Assignment; Third Party Beneficiaries	41
Section 7.3	Prior Negotiations; Entire Agreement	42
Section 7.4	Governing Law; Venue; Waiver of Jury Trial	42
Section 7.5	Counterparts	43
Section 7.6	Waivers and Amendments; Rights Cumulative; Consent	43
Section 7.7	Headings	43
Section 7.8	Specific Performance	43
Section 7.9	Relationship Among Parties	44
Section 7.10	Tax Forms	44
Section 7.11	Survival	44

SCHEDULES AND EXHIBITS

Schedule A	List of Investors and Notice Addresses
Exhibit A	Form of Statement of Resolution
Exhibit B	Form of Company Counsel Opinion

PREFERRED STOCK PURCHASE AGREEMENT

THIS PREFERRED STOCK PURCHASE AGREEMENT (this “**Agreement**”), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the “**Company**”), on the one hand, and BEP Special Situations 2 LLC, a Delaware limited liability company, and BEP Special Situations IV LLC, a Delaware limited liability company (together, the “**Investor**”), on the other hand. The Company and the Investor are referred to herein, individually, as a “**Party**,” and, collectively, as the “**Parties**.” Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Board of Directors of the Company (the “**Board**”) has deemed it advisable and has authorized the issuance and sale of 725,000 shares of the Company’s Series C Mandatory Convertible Preferred Stock, with a par value of \$0.01 per share (the “**Series C Preferred Stock**”), to the Preferred Investors (as defined below), with the Investor receiving the number of shares of Series C Preferred Stock set forth across from its name on Schedule A) (the “**Private Placement Shares**”);

WHEREAS, subject to the terms and conditions contained in this Agreement, the Company has agreed to issue and sell, and the Investors have agreed to purchase, the Private Placement Shares, upon the terms and conditions set forth herein. The rights, preferences and privileges of the Private Placement Shares, including the terms upon which the Private Placement Shares may be converted into shares of Common Stock, par value \$0.01 per share, of the Company (the “**Common Stock**”), are set forth in the form of Statement of Resolution Establishing Series of Shares Designated Series C Preferred Stock attached hereto as Exhibit A (the “**Statement of Resolution**”);

WHEREAS, concurrently with this Agreement, the Company has entered into that certain Preferred Stock Purchase Agreement, dated on the date hereof (the “**Other Preferred Stock Purchase Agreement**”), between the Company, on the one hand, and Elliott International, L.P., a Cayman Islands limited partnership, and Elliott Associates, L.P., a Delaware limited partnership (together, “**Elliott**” and, together with the Investor, the “**Preferred Investors**”), on the other hand, providing for the concurrent purchase by Elliott of 625,000 shares of Series C Preferred Stock, with such Other Preferred Stock Purchase Agreement and the transactions contemplated thereby having substantially identical terms as are set forth herein;

WHEREAS, concurrently with the consummation of the Closing (as defined below) and the Other Preferred Stock Purchase Agreement, the Company is consummating the transactions contemplated by the Common Stock Purchase Agreements (as defined below).

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding, in respect of the Investor, any portfolio operating company (as such term is understood in the private equity industry) of the Investor or its Affiliates. “**Affiliated**” has a correlative meaning.

“**Agreement**” has the meaning set forth in the Preamble.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Authorized Preferred Stock**” has the meaning set forth in Section 3.2(a).

“**Basket Investments**” has the meaning set forth in Section 5.3(a).

“**Beneficial Ownership**” means, with respect to any security, (a) record ownership of such security, or (b) beneficial ownership of such security as defined under Rules 13d-3 and 13d-5 under the Exchange Act; provided that such Beneficial Ownership shall further be deemed to include any shares or other units of such security as to which (i) such Person has a right to acquire such record ownership or beneficial ownership at any time in the future, whether such right is exercisable immediately, only after the passage of time, only upon the satisfaction of certain conditions precedent or aggregate ownership limitations, or the occurrence of any combination of the foregoing, and (ii) any shares or units of such security that are referenced in any total return swap contracts or similar financial instruments or transactions, whether or not cash-settled, that are owned of record or beneficially by such Person. “**Beneficially Own**,” “**Beneficially Owns**,” “**Beneficially Owned**,” “**Beneficially Owning**” and “**Beneficial Owner**” shall have correlative meanings. For purposes of this Agreement, a Person shall be deemed to Beneficially Own any securities Beneficially Owned by its Affiliates.

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Capitalization Date**” has the meaning set forth in Section 3.2(a).

“**Closing**” has the meaning set forth in Section 2.3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Stock**” has the meaning set forth in the Recitals.

“**Common Stock Purchase Agreements**” means those certain purchase agreements, dated as of May 6, 2020, in each case, by and among the Company and the investors party thereto, pursuant to which the Company is issuing and selling shares of Common Stock to such investors for an aggregate purchase price of \$675,000,000.00.

“**Communication Conditions**” has the meaning set forth in Section 5.3(a)(ii).

“**Company**” has the meaning set forth in the Preamble.

“**Company Disclosure Schedule**” has the meaning set forth in Article III.

“**Company Investments**” has the meaning set forth in Section 5.3(a)(i).

“**Company SEC Documents**” has the meaning set forth in Section 3.8(a).

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Cutback Participant**” has the meaning set forth in Section 6.2(c)(ii).

“**Earnings Material**” means the quarterly earnings report for the period ended March 31, 2020 and related supplemental materials which shall include (i) a press release, (ii) current report on Form 8-K and (iii) supplemental materials annexed as an exhibit to the Current Report on Form 8-K described in clause (ii) above, which, for the avoidance of doubt, shall include the related earnings presentation.

“**Enable SEC Documents**” means all forms, documents and reports required to be filed or furnished by Enable Midstream Partners, LP with the SEC since January 1, 2018, together with all other forms, documents and reports filed or furnished by Enable Midstream Partners, LP with the SEC, including the exhibits thereto and documents incorporated by reference therein.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Extraordinary Transaction**” has the meaning set forth in Section 5.3(a).

“**Filing Deadline**” has the meaning set forth in Section 6.1(a).

“**Form S-1 Shelf**” has the meaning set forth in Section 6.1(a).

“**Form S-3 Shelf**” has the meaning set forth in Section 6.1(a).

fraud. “**Fraud**” means common law fraud; provided, however, that the term “Fraud” does not include the doctrine of constructive or equitable

fraud. “**Fundamental Representations**” has the meaning set forth in [Section 7.11\(a\)](#).

“**GAAP**” has the meaning set forth in [Section 3.9](#).

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“**Interruption Period**” has the meaning set forth in [Section 6.4\(c\)](#).

“**Investor**” has the meaning set forth in the Preamble.

“**JV Entities**” means Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP. and their respective Subsidiaries.

“**Knowledge of the Company**” shall mean the actual knowledge of the individuals listed on [Section 1.1](#) of the Company Disclosure Schedule.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Legal Proceedings**” means any legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, notices of noncompliance or violations, or proceedings.

“**Legend**” has the meaning set forth in [Section 5.2](#).

“**Lien**” means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, preemptive or subscription right, conditional sale or other title retention agreement, defect in title, lien or judicial lien or other restrictions of a similar kind.

“**Losses**” has the meaning set forth in [Section 6.8\(a\)](#).

“**Maximum Offering Size**” has the meaning set forth in [Section 6.2\(c\)](#).

“**Order**” means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity.

“**Other Preferred Stock Purchase Agreement**” has the meaning set forth in the Recitals.

“**Participation Conditions**” shall have the meaning set forth in Section 6.2(b).

“**Party**” and “**Parties**” have the meanings set forth in the Preamble.

“**Permitted Loan**” means a *bona fide* loan or lending transaction.

“**Person**” means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

“**Preferred Investors**” has the meaning set forth in the Recitals.

“**Potential Takedown Participant**” has the meaning set forth in Section 6.2(b).

“**Press Release**” has the meaning set forth in Section 5.4.

“**Private Placement**” means the purchase by the Investor of the Private Placement Shares for the Purchase Amount on the terms reflected in this Agreement.

“**Private Placement Shares**” has the meaning set forth in the Recitals.

“**Pro Rata Portion**” means, with respect to each Preferred Investor requesting that its shares be registered or sold in an Underwritten Public Offering, a number of such shares equal to the aggregate number of Registrable Securities to be registered or sold (excluding any shares to be registered or sold for the account of the Company) multiplied by a fraction, the numerator of which is the aggregate number of Registrable Securities held by such Preferred Investor, and the denominator of which is the aggregate number of Registrable Securities held by all Preferred Investors requesting that their Registrable Securities be registered or sold.

“**Public Communications**” means any communications by or on behalf of the Company or its Subsidiaries in its SEC filings, press releases, earnings calls, analyst calls or on its website, or any other communications by or on behalf of the Company or its Subsidiaries that are publicly available, including statements made by officers of the Company to media and news outlets that are publicly disseminated.

“**Public Offering**” means the offer and sale of Registrable Securities for cash pursuant to an effective Registration Statement.

“**Purchase**” has the meaning set forth in Section 5.3(a).

“**Purchase Amount**” means the aggregate purchase price of \$100,000,000 for the Private Placement Shares.

“Registrable Securities” means shares of Common Stock received or receivable upon conversion of the Private Placement Shares; provided that any such shares shall cease to constitute “Registrable Securities” upon the earliest to occur of (i) the date on which such shares are disposed of pursuant to an effective Registration Statement under the Securities Act or pursuant to Rule 144 (or any similar provisions then in force) of the Securities Act, (ii) the date on which such shares cease to be outstanding, (iii) the date on which such shares have been transferred in a transaction in which the Investor’s rights under this Agreement are not assigned in accordance with the terms of this Agreement to the transferee of such shares, (iv) that date that such shares are freely saleable under Rule 144 (or any similar provisions then in force), and (v) the third anniversary of the date hereof.

“Registration” means registration under the Securities Act of the offer and sale to the public of any Registrable Securities under a Registration Statement. The terms **“register”**, **“registered”** and **“registering”** shall have correlative meanings.

“Registration Statement” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided that the term “Registration Statement” shall not include a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor form thereto.

“Remaining Securities” has the meaning set forth in [Section 6.2\(c\)\(ii\)](#).

“Representatives” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“S-1 Shelf Filing Deadline” has the meaning set forth in [Section 6.1\(a\)](#).

“S-3 Shelf Filing Deadline” has the meaning set forth in [Section 6.1\(a\)](#).

“SEC” means the U.S. Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended.

“Series C Preferred Stock” has the meaning set forth in the Recitals.

“Shelf Period” has the meaning set forth in [Section 6.1\(b\)](#).

“Shelf Registration Statement” has the meaning set forth in [Section 6.1\(a\)](#).

“Shelf Takedown Notice” has the meaning set forth in [Section 6.2\(b\)](#).

“Shelf Takedown Request” has the meaning set forth in [Section 6.2\(a\)](#).

“**Standstill Period**” means with respect to the Investor, the period of time commencing on the date hereof and ending on June 30, 2022.

“**Statement of Resolution**” has the meaning set forth in the Recitals.

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than 50% of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies.

“**Suspension Period**” has the meaning set forth in Section 6.3(a)(iii).

“**Takedown Requesting Investor**” has the meaning set forth in Section 6.2(a).

“**Taxes**” means any and all taxes, assessments, duties, levies or other similar charges imposed by a Governmental Entity, including any and all federal, state, local and foreign income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, together with any additions to tax, penalties and interest imposed by any Governmental Entity in respect thereof.

“**Tax Forms**” has the meaning set forth in Section 7.10.

“**Tax Return**” means any return, report or similar filing (including any elections, notifications, declarations, information statement, schedules or attachments thereto, and any amendment thereof) with respect to Taxes filed or required to be filed with any Governmental Entity.

“**Transfer**” means to voluntarily or involuntarily sell, mortgage, gift, assign, contribute, transfer, assign, pledge, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly, in any case, whether by merger, testamentary disposition, operation of Law or otherwise, or enter into a definitive agreement with respect to any of the foregoing. “**Transfer**” used as a noun has a correlative meaning. Notwithstanding the foregoing, each of the following shall be deemed not to be a “Transfer” for the purposes of this Agreement: (i) a pledge of or grant of a security interest by a holder in any Private Placement Shares Beneficially Owned by such holder, in connection with such holder’s *bona fide* indebtedness for borrowed money, to any creditor, lender or other person performing similar functions in the ordinary course of such creditor’s, lender’s or other person’s business to which such pledge or grant is made, (ii) the exercise by any pledgee or grantee described in the foregoing clause (i) of its rights to foreclose on or by similar remedy otherwise acquire such shares, (iii) any transfer of any Private Placement Shares by the Investor to an Affiliate of the Investor, but in the case of this clause (iii), provided that (1) the Investor shall cause such Affiliate to comply with the terms of this Agreement and (2) the Investor shall cause such Affiliate to transfer the Private Placement Shares so transferred back to the Investor or another Affiliate of Investor in accordance with this clause at or before such time as such Affiliate ceases to be an Affiliate of the Investor, and (iv) any transfer by a limited partner of equity interests in any person that holds a direct or indirect interest in the Investor (or, to the extent any Private Placement Shares are transferred to an Affiliate of the Investor, in such Affiliate). “**Transferred**” shall have a correlative meaning.

“**Transfer Restricted Period**” has the meaning set forth in Section 2.4(b).

“**Underlying Shares**” means shares of Common Stock issued or issuable upon conversion of the Private Placement Shares.

“**Underwritten Public Offering**” means an underwritten Public Offering, including any bought deal or block sale to a financial institution conducted as an underwritten Public Offering.

“**Underwritten Shelf Takedown**” means an Underwritten Public Offering pursuant to an effective Shelf Registration Statement.

“**Voting Securities**” means, at any time, shares of any class of capital stock or other securities of the Company, including the Common Stock, which are entitled to vote generally in the election of directors to the Board and not solely upon the occurrence and during the continuation of certain specified events.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

- (a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;
- (b) references in this Agreement to “writing” or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;
- (c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;
- (d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;
- (e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;
- (f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;
- (g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

PRIVATE PLACEMENT

Section 2.1 The Private Placement. On and subject to the terms and conditions hereof, the Investor agrees to purchase, and the Company agrees to issue and sell to the Investor, on the date hereof for the Purchase Amount, the Private Placement Shares, free and clear of any Liens or other restrictions on transfer (other than applicable federal and state securities Law restrictions or as set forth herein or in the Statement of Resolution). The offer and sale of the Private Placement Shares purchased by the Investor pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act.

Section 2.2 Funding. On the date hereof, and subject to the issuance of the Private Placement Shares as contemplated by Section 2.3(b), the Investor shall deliver and pay the Purchase Amount by wire transfer of immediately available funds in U.S. dollars into the bank account designated by the Company in satisfaction of the Investor’s obligation to purchase the Private Placement Shares.

Section 2.3 Closing.

(a) The closing of the Private Placement (the “**Closing**”) shall take place by electronic exchange of documents, or by such other method as shall be agreed to by the Parties, on the date hereof.

(b) At the Closing, issuance of the Private Placement Shares will be made by the Company to the Investor against payment of the Purchase Amount. In addition, at the Closing the Investor shall have received the opinion of Baker Botts LLP, corporate counsel to the Company, in the form set forth in Exhibit B attached hereto. As soon as practicable following the Closing, the Company shall obtain evidence that the Statement of Resolution has been filed by the Company with the Secretary of State of the State of Texas and shall provide such evidence to the Investor. The Private Placement Shares to be delivered pursuant to this Section 2.3(b) shall be represented by physical certificates to the extent that such Private Placement Shares are in certificate form, and to the extent that such Private Placement Shares are not in certificate form, evidence of book-entry transfer of such Shares, which shall be delivered to the Investor immediately following the Closing. Notwithstanding anything to the contrary in this Agreement, all Private Placement Shares deliverable pursuant to this Agreement will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery (“**Transfer Taxes**”) duly paid by the Company.

(c) The Investor and the Company, respectively, will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement, the Series C Preferred Stock or the Common Stock any withholding Taxes or other amounts required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and timely paid over to the applicable Governmental Entity, such amounts will be treated for all purposes of this Agreement, the Series C Preferred Stock or the Common Stock, respectively, as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.4 Restrictions on Transferability.

(a) Starting from the date hereof and until the date that is six months after the date hereof (such period, the “**Transfer Restricted Period**”), the Investor may not Transfer any Private Placement Shares or Common Stock resulting from the conversion of the Investor’s Private Placement Shares to any other Person, in each case except with the prior written consent of the Company in its sole discretion, and, in the case of any such Transfer, subject to compliance with applicable Law. After the date of expiration of the Transfer Restricted Period, the Investor (and any subsequent permitted transferees) may Transfer Private Placement Shares and Common Stock resulting from the conversion of the Investor’s Private Placement Shares, subject to compliance with applicable Law.

(b) Notwithstanding Section 2.4(a), the Investor shall be permitted to Transfer any portion of its Private Placement Shares or Common Stock resulting from the conversion of the Investor’s Private Placement Shares, at any time, under any of the following circumstances:

(i) Transfers pursuant to or following the announcement of, a merger, consolidation or other business combination, involving the Company or the announcement of the sale of all or substantially all of the assets of the Company, in each case, in a transaction that has been approved by the Board;

(ii) Transfers pursuant to a tender offer or exchange offer for Voting Securities if such offer is made by a Person who is not a Preferred Investor or any of their Affiliates, and recommended by the Board; or

(iii) Transfers in the form of a sale to a third party for cash solely to the extent that the net proceeds of such sale are solely used to satisfy a margin call (i.e., posted as collateral) or repay a Permitted Loan to the extent necessary to satisfy a *bona fide* margin call on such Permitted Loan or avoid a bona fide margin call on such Permitted Loan that is reasonably likely to occur (in each case through no fault of the Investor or any of its Affiliates).

(c) Notwithstanding Section 2.4(a) and Section 2.4(b), the Investor will not at any time (without the prior written consent of the Board) knowingly (in the case of a Transfer to a known third party, after inquiry to such third party (other than any underwriter, dealer (including a dealer acting as a block positioner), market maker, placement agent or initial purchaser thereof)) Transfer in a privately-negotiated transaction any Private Placement Shares or any shares of Common Stock resulting from the conversion of any Private Placement Shares to any Person or “group” (within the meaning of

Section 13(d)(3) of the Exchange Act) (other than any underwriter, dealer (including a dealer acting as a block positioner), market maker, placement agent or initial purchaser thereof) (i) that is a competitor of the Company or (ii) if such Transfer would result in such Person or “group” (within the meaning of Section 13(d)(3) of the Exchange Act) Beneficially Owning 5.0% or more of the Company’s then outstanding Common Stock, except in connection with any public sale of the Company’s Common Stock or other securities effected through a registered underwritten offering. In no event shall the foregoing limitations apply to, or limit in any way, sales by the Investor in registered offerings, in transactions effected on any exchange or in block trades to a broker-dealer in a block sale so long as such broker-dealer is purchasing such securities for its own account and makes block trades in the ordinary course of its business.

(d) Any attempted Transfer in violation of this Section 2.4 shall be null and void *ab initio*.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in (a) the Company SEC Documents or the Enable SEC Documents (excluding in each case any disclosures set forth in the risk factors or “forward-looking statements” section of such Company SEC Documents, and any other disclosures included therein to the extent they are predictive or forward-looking in nature) or (b) the disclosure schedule delivered to Investor prior to or concurrently with the execution of this Agreement (the “**Company Disclosure Schedule**”), it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Schedule shall also be deemed disclosure with respect to any other section or subsection of this Agreement to which the relevance of such item is reasonably apparent on its face, the Company hereby represents and warrants to the Investor (unless otherwise set forth herein, as of the date hereof) as set forth below (provided, that each of the below representations and warranties applicable to Subsidiaries of the Company shall apply to the JV Entities that are deemed Subsidiaries of the Company, but only to the extent of the Knowledge of the Company):

Section 3.1 Organization and Qualification. The Company has been incorporated and is validly existing as a corporation in good standing under the Laws of the State of Texas, has the corporate power and authority to own, lease or operate its property and to conduct its business in which it is currently engaged and presently proposes to engage and is qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any such failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company’s ability to perform its obligations under this Agreement.

Section 3.2 Capitalization.

(a) The authorized stock of the Company consists of 1,000,000,000 shares of Common Stock and 20,000,000 shares of preferred stock, \$0.01 par value (“Authorized Preferred Stock”). As of March 31, 2020 (the “**Capitalization Date**”), (i) 502,647,495 shares of Common

Stock were issued and outstanding (which, for the avoidance of doubt, includes the 166 shares of Common Stock held in treasury), (ii) 166 shares of Common Stock were held in treasury, (iii) 2,567,074 shares of Common Stock were issuable in respect of settlement of any outstanding awards of restricted share units, phantom shares, restricted stock or similar equity awards with respect to shares of Common Stock, and (iv) of the Authorized Preferred Stock, (A) 800,000 shares of Series A Preferred Stock, \$0.01 par value per share and (B) 977,500 shares of Series B Preferred Stock, \$0.01 par value per share.

(b) As of the Capitalization Date, except as contemplated by this Agreement, the Other Preferred Stock Purchase Agreement or the Common Stock Purchase Agreements or with respect to securities issued or issuable under existing equity compensation plans of the Company or the satisfaction of Tax withholding with respect to the exercise of stock options or the vesting of awards of restricted share units, phantom shares, restricted stock or similar equity awards of the Company, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other contracts relating to the issuance or repurchase of capital stock, or other equity interests of the Company to which the Company is a party, or by which it is bound, obligating the Company to (A) issue, transfer or sell or cause to be issued, transferred or sold, any shares of capital stock or other equity interests of the Company or any of its Subsidiaries (other than the JV Entities) or securities convertible into or exchangeable for such shares of capital stock or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or contract, or (C) redeem or otherwise acquire any number of such shares of capital stock or other equity interests.

(c) Except as contemplated by this Agreement, the Other Preferred Stock Purchase Agreement or the Common Stock Purchase Agreements, there are no voting trusts or other contracts to which the Company is a party with respect to voting or registration of the capital stock or other equity interests of the Company.

Section 3.3 Authorization, Execution and Delivery. The Company has requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Private Placement and the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Private Placement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the Private Placement. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investor, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 3.4 No Conflict. Neither the offer and sale of the Private Placement Shares nor the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement or the transactions contemplated hereby will conflict with, result in a violation of or default under, or the imposition of any Lien upon any property or assets of the Company or any of its Subsidiaries pursuant to (a) any provision of applicable Law, (b) the Articles of Incorporation or other organizational documents, each as

amended, of the Company or any Subsidiary of the Company, (c) any agreement or other instrument binding upon the Company or any Subsidiary of the Company or (d) any Order to which the Company or any Subsidiary of the Company or any of their properties or assets is subject, except in the case of clauses (a), (c) and (d) for any such conflict, violation, default or Lien that would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.5 Consents and Approvals. No consent, approval, authorization, Order, registration, qualification or filing of or with any Governmental Entity by the Company is required in connection with the transactions contemplated herein, except (a) such as may be required under the Exchange Act, the Securities Act, applicable state securities or "Blue Sky" Laws, (b) the filing of the Statement of Resolution with the Secretary of State of the State of Texas, which shall have been filed as of the Closing and (c) such other consent, approval, authorization, Order, registration, qualification or filing that that, if not obtained, made or given, would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.6 Issuance; Valid Issuance. The Private Placement Shares to be issued in connection with the consummation of the Private Placement and pursuant to the terms of this Agreement, and the Common Stock to be issued upon conversion of the Private Placement Shares, will, when issued and delivered on the date hereof (or the applicable date of conversion with respect to any Common Stock issued upon the conversion of the Private Placement Shares), be duly authorized by all necessary corporate action on the part of the Company and validly issued and shall be fully paid and non-assessable (other than filing of the Statement of Resolution with the Secretary of State of the State of Texas), and such Common Stock and Private Placement Shares will be free and clear of all Transfer Taxes and Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law). Assuming the accuracy of the representations and warranties of the Investor set forth in Article IV, the issuance and sale of such Common Stock and Private Placement Shares to the Investor in the manner contemplated by this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.7 Investment Company Act. The Company is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

Section 3.8 Compliance with SEC Filings.

(a) The Company has filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2018 (all such documents together with all other forms, documents and reports filed or furnished by the Company with the SEC, including the exhibits thereto and documents incorporated by reference therein, and together with the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2020 in substantially the form and substance provided to the Investor prior to the execution and delivery of this Agreement, the "Company SEC Documents"). As of their respective SEC filing dates or, if amended, as of the date of such amendment, the Company SEC Documents complied in all

material respects with the requirements of the Securities Act, Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and the applicable rules and regulations promulgated thereunder, and none of the Company SEC Documents of such respective dates (or, if amended prior to the date hereof, the date of the filing of such amendment, with respect to the disclosures that are amended) included any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The Company maintains (x) systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act in all material respects and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (y) a system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files with the SEC comply with the requirements of the SEC’s rules and forms in all material respects, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure, and such disclosure controls and procedures were effective as of the times indicated in the Company SEC Documents. The Company’s internal control over financial reporting was effective as of the times indicated in the Company SEC Documents and, at such times, the Company was not aware of any “material weaknesses” (as defined by the SEC) in its internal control over financial reporting relating to financial reporting which would reasonably be expected to adversely affect in any material respect the Company’s ability to record, process, summarize and report financial data, in each case which has not been subsequently remediated.

Section 3.9 Financial Statements. The audited consolidated financial statements and unaudited consolidated financial statements (including all related notes and schedules) of the Company included in the Company SEC Documents complied as to form, as of their respective dates of filing with the SEC, in all material respects with the rules and regulations of the SEC then in effect, fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as of the respective dates thereof, and the consolidated results of their operations and their consolidated cash flows for the respective periods then ended (subject, in the case of the unaudited statements, to normal recurring year-end audit adjustments that were not or are not expected to be, individually or in the aggregate, materially adverse to the Company and the absence of footnote disclosures), and were prepared in accordance with United States generally accepted accounting principles (“**GAAP**”) (except, in the case of unaudited quarterly statements, as permitted by Form 10-Q of the SEC or other rules and regulations of the SEC) applied on a consistent basis during the periods involved (except (i) as may be indicated in the notes thereto or (ii) as permitted by Regulation S-X).

Section 3.10 No Undisclosed Liabilities. Except (a) as reflected or reserved against in the Company's most recent consolidated balance sheets (or stated in the notes thereto) included in the Company SEC Documents, (b) for liabilities and obligations incurred since December 31, 2019 in the ordinary course of business, (c) as expressly contemplated by this Agreement or otherwise incurred in connection with the transactions contemplated hereby or (d) have been discharged or paid prior to the date of this Agreement, neither the Company nor any of its Subsidiaries, taken as a whole, has any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, that would be required by GAAP to be reflected on a consolidated balance sheet of the Company and its consolidated Subsidiaries (or in the notes thereto) other than those which would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole or the Company's ability to perform its obligations under this Agreement.

Section 3.11 Absence of Certain Changes or Events. Since the date of the Company's most recent consolidated balance sheet included in the Company SEC Documents, there has not occurred any change, event or development that has, individually or in the aggregate, materially and adversely affected the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement, or would, individually or in the aggregate, reasonably be expected to do so.

Section 3.12 Litigation. Except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the Company's business, financial condition or results of operations or the Company's ability to perform its obligations under this Agreement, (a) there is no Legal Proceeding pending or, to the Knowledge of the Company, threatened by any Governmental Entity to which the Company or any Subsidiary of the Company is a party or to which any of the assets or properties of the Company or any Subsidiary of the Company is subject and (b) there are no Orders against the Company or any of its Subsidiaries, in each case, by any Governmental Entity.

Section 3.13 Compliance with Law. The Company and each of its Subsidiaries are, and since January 1, 2018 have been, in compliance with and not in default under or in violation of any Law, except where such non-compliance would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement. Since January 1, 2018, neither the Company nor any of its Subsidiaries has received any written notice or, to the to the Knowledge of the Company, other communication from any Governmental Entity regarding any actual or possible violation of, or failure to comply with, any Law, except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.14 Tax Matters(a). Except as would not, individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement, (i) each of the Company and

its Subsidiaries have timely filed or caused to be filed (taking into account any extension of time within which to file) all Tax Returns required to be filed by the Company or any of its Subsidiaries, and all such Tax Returns were true, correct and complete; (ii) each of the Company and its Subsidiaries has timely paid or caused to be paid (taking into account any extension of time within which to pay) all Taxes required to be paid by it, except for Taxes that are being contested in good faith by appropriate proceedings and with respect to which there are adequate accruals or reserves on the financial statements of the Company and its Subsidiaries; (iii) each of the Company and its Subsidiaries have not received any written notice of any deficiencies for any Tax of the Company or any of its Subsidiaries from any taxing authority except for those which have been resolved, which have been paid in full, or which are being contested in good faith by appropriate proceedings and with respect to which there are adequate accruals or reserves on the financial statements of the Company and its Subsidiaries; and (iv) neither the Company nor any of its Subsidiaries is the subject of any currently ongoing audit or other proceeding with respect to Taxes nor has any audit or other proceeding with respect to Taxes been proposed in writing against any of them.

Section 3.15 Regulatory Proceedings. As of the date hereof, neither the Company nor any of its Subsidiaries all or part of whose rates or services are regulated by a Governmental Entity (a) is a party to any rate proceeding before a Governmental Entity with respect to rates charged by the Company or any of its Subsidiaries other than in the ordinary course, (b) has rates in any amounts that have been or are being collected subject to refund, pending final resolution of any rate proceeding pending before a Governmental Entity or on appeal to a court (other than rates based on estimated costs and/or revenues that are subject to adjustment once the actual costs and/or revenues become known) or (c) is a party to any Contract with any Governmental Entity entered into other than in the ordinary course imposing conditions on rates or services in effect as of the date hereof or which, to the Knowledge of the Company, are as of the date hereof scheduled to go into effect at a later time, except in the case of clauses (a) through (c) that would not individually or in the aggregate, reasonably be expected to materially and adversely affect the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, in a manner that would require the Company to disclose such matter in the Company SEC Documents or the Company's ability to perform its obligations under this Agreement.

Section 3.16 No Broker's Fees. The Company is not a party to any Contract with any Person that would give rise to a valid claim against the Investor for a brokerage commission, finder's fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares.

Section 3.17 No Other Representations or Warranties. Except for the representations and warranties made by the Company in this Article III (as modified by the Company Disclosure Schedule), neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Private Placement Shares, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to the Investor or any of their Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and the Investor acknowledge the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company

in this Article III (as modified by the Company Disclosure Schedule), neither the Company nor any other Person makes or has made any express or implied representation or warranty to the Investor or any of its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to the Investor or any of its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Private Placement or any other transactions or potential transactions involving the Company and the Investor.

Section 3.18 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that no Investor nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to Investor or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and the Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud in connection with the representations and warranties expressly set forth in Article IV.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

The Investor hereby represents and warrants to the Company (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 4.1 Organization, Authority, Execution and Delivery. The Investor (a) is a legal entity organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization, (b) has the requisite power and authority (corporate or otherwise) to enter into this Agreement, perform its obligations under this Agreement and to consummate the Private Placement (c) has duly authorized the execution and delivery of this Agreement and no other corporate proceedings on the part of the Investor are necessary to authorizing the Private Placement and (d) has duly and validly executed and delivered this Agreement. Assuming due authorization, execution and delivery hereof and thereof by the Company, this Agreement constitutes the legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 4.2 No Conflict. The execution and delivery by the Investor of this Agreement, the compliance by the Investor with all of the provisions hereof and the consummation of the transactions contemplated herein (a) will not conflict with, or result in breach, modification, termination or violation of, any of the terms or provisions of, or constitute a default under (with or without notice or lapse of time or both), or result in the acceleration of, or the creation of any Lien under, any Contract to which the Investor is party or is bound or to which any of the property or assets of the Investor are subject, (b) will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable organizational documents) of the Investor and (c) will not result in any violation of any Law or Order applicable to the Investor or any of its properties, except in each of the cases described in clause (a) or (c), for any conflict, breach, modification, termination, violation, default, acceleration or Lien which would not reasonably be expected, individually or in the aggregate, to prohibit or materially and adversely impact the Investor's performance of its obligations under this Agreement.

Section 4.3 Consents and Approvals. No consent, approval, authorization, Order, registration, qualification or filing of or with any Governmental Entity having jurisdiction over the Investor or any of its properties is required for the execution and delivery by the Investor of this Agreement, the compliance by the Investor with the provisions hereof and the consummation of the transactions contemplated herein.

Section 4.4 No Registration. The Investor understands that (a) the Private Placement Shares, as well as the Common Stock into which the Private Placement Shares may be converted, have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of the Investor's representations as expressed herein or otherwise made pursuant hereto and (b) the foregoing Private Placement Shares, as well as the Common Stock into which the Private Placement Shares may be converted, cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 4.5 Purchasing Intent. The Investor is acquiring the Private Placement Shares for its own account or accounts or funds over which it holds voting discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and the Investor has no present intention of selling, granting or transferring any other participation in, or otherwise distributing any of the Private Placement Shares, except in compliance with applicable securities Laws and subject to compliance with the provisions hereof.

Section 4.6 Sophistication; Investigation.

(a) The Investor acknowledges that the Private Placement Shares have not been registered under the Securities Act or under any state or other applicable securities laws. Investor (i) acknowledges that it is acquiring the Private Placement Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to

distribute any of the foregoing to any Person, (ii) is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters in investments of this type such that it is capable of evaluating the merits and risks of its investment in the Private Placement Shares and of making an informed investment decision and (iii) (1) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Private Placement Shares and (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access. Investor has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Private Placement Shares, and to protect its own interest in connection with such investment. The Investor is an “accredited investor” within the meaning of Rule 501(a) of the Securities Act and a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act. The Investor understands and is able to bear any economic risks associated with its investment in the Private Placement Shares (including the necessity of holding such shares for an indefinite period of time and including an entire loss of its investment in the Private Placement Shares and the Common Stock into which the Private Placement Shares may be converted). Investor hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and the Investor has independently evaluated the merits and risks of its decision to enter into this Agreement, is consummating the transactions contemplated by this Agreement with a full understanding, based exclusively on its own independent review, investigation and analysis, of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks, and disclaims reliance on any representations or warranties (except for the representations and warranties expressly set forth in Article III), either expressed or implied, by or on behalf of the Company.

(b) The Investor acknowledges and understands that the Company has not been requested to provide, and has not provided, the Investor with any information or advice with respect to the Private Placement Shares (or the Common Stock into which the Private Placement Shares may be converted), and such information or advice is neither necessary nor desired. Investor agrees that it is not relying on any investigation of any advisor to the Company and any advisor to the Company shall have no liability to Investor in connection with the Private Placement for Shares.

Section 4.7 Ownership of Company Stock or Other Interests. As of immediately prior to the Closing, neither the Investor nor any of its Affiliates owns any capital stock, other equity or equity-linked securities or any debt securities or other indebtedness of the Company or any of its Subsidiaries or any Company Investments.

Section 4.8 No Broker’s Fees. The Investor is not a party to any Contract with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder’s fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares or payment of the Purchase Amount.

Section 4.9 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule), Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person (including Moelis & Company LLC), (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to Investor or any of its Representatives or any information developed by Investor or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule), will have or be subject to any liability or indemnification obligation to Investor resulting from the delivery, dissemination or any other distribution to Investor or any of its Representatives, or the use by Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to Investor or any of its Representatives, including in due diligence materials, “data rooms” or management presentations (formal or informal), in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and Investor. Investor, on behalf of itself and on behalf of its Affiliates, expressly waives any such claim relating to the foregoing matters, except with respect to Fraud in connection with the representations and warranties expressly set forth in Article III (as modified by the Company Disclosure Schedule).

Section 4.10 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither the Investor nor any other Person on its behalf has made or is making any other express or implied representation or warranty.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1 Blue Sky. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Private Placement Shares to the Investor pursuant to this Agreement under applicable securities and “Blue Sky” Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Investor on the date hereof. The Company shall timely make all filings and reports relating to the offer and sale of the Private Placement Shares issued hereunder required under applicable securities and “Blue Sky” Laws of the states of the United States following the date hereof. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.1.

Section 5.2 Legends. Each certificate evidencing securities issued hereunder or securities resulting from the conversion of such securities and each certificate issued in exchange for or upon the Transfer of any such securities, shall be stamped or otherwise imprinted with a legend (the “Legend”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER, OWNERSHIP AND OTHER RESTRICTIONS SET FORTH IN THE PREFERRED STOCK PURCHASE AGREEMENT, DATED MAY 6, 2020, BY AND BETWEEN CENTERPOINT ENERGY, INC. AND THE INVESTOR PARTY THERETO, AS MAY BE AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH AND AVAILABLE FROM THE SECRETARY OF THE ISSUER, WITHOUT COST.”

In the event that any such securities are uncertificated, such securities shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Company or agent and the term “Legend” shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such securities (or the securities register or other appropriate Company records, in the case of uncertified securities), upon Investor’s request, at any time after the restrictions described in such Legend cease to be applicable, including, as applicable, with respect to the second paragraph of the Legend upon the expiration of the Transfer Restricted Period and, with respect to the first paragraph of the Legend, when such securities may be sold under Rule 144 of the Securities Act and under this Agreement. The Company may reasonably request such opinions of counsel, certificates or other evidence reasonably satisfactory to the Company that such restrictions no longer apply as a condition to removing the Legend.

Section 5.3 Investor Standstill and Voting Commitments.

(a) For the duration of the Standstill Period, and subject to the terms and conditions set forth herein, the Investor agrees that it will not, and will cause its Affiliates and its and their respective principals, directors, general partners, officers, employees, and agents and other Representatives acting on its behalf not to, directly or indirectly, acting alone or in concert with others, without the prior written consent of the Company:

(i) acquire, agree to acquire, propose, offer to acquire (collectively, “**Purchase**”), or facilitate the Purchase by any other Person of, any securities or other indebtedness of the Company or its Subsidiaries, any warrant or option to purchase such securities or other indebtedness, any security convertible into any such securities or other indebtedness, any other right to acquire such securities or other indebtedness (collectively, “**Company Investments**”); provided, however, that the Investor will be permitted to Purchase Common Stock so long as the Investor together with its Affiliates would Beneficially Own 2.0% or less of the outstanding Common Stock after giving effect to such acquisition.

(ii) (I) (A) call, or seek to call, an extraordinary general meeting of the Company's shareholders, or act, or seek to act, by written consent of the Company's shareholders (or the setting of a record date therefor), (B) propose, or announce an intention to propose, a change in the capitalization, stock repurchase programs, dividend policy corporate structure or management of the Company or its Subsidiaries or any of their respective boards of directors (including through any "withhold" or similar campaign or the removal of any members thereof), or seek election, or appointment to, or representation on, or nominate or propose the nomination of, or recommend the nomination of, any candidate to any of such boards of directors, in each case, except for such statements that are consistent with the Press Release, (C) make or be the proponent of any shareholder proposal to the Company or conduct a referendum of shareholders of the Company or (D) solicit, or participate in the solicitation of (as such term is used in the proxy rules promulgated under the Exchange Act and without regard to any exemptions set forth in such rules), any proxies, consents or other votes with respect to any Company Investments, the election or removal of directors of the Company or any other matter or proposal relating to the Company or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A promulgated under the Exchange Act) in any such solicitation of proxies or consents, (II) unless the Company has materially breached its obligations under Section 5.8, make any ad hominem attack on or public statement (including any statement that would reasonably be expected to become public) that disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of the Company and its Affiliates or any current or former director or officer or employee of the Company or its Subsidiaries; provided that, this subsection (II) shall not apply to any responses by the Investor to any former directors, officers or employees of the Company or its Subsidiaries who make an ad hominem attack on or public statement (including any statement that would reasonably be expected to become public) that disparages, defames, slanders, impugns or is reasonably likely to damage the reputation of the Investor or its Affiliates or any current or former director or officer or employee of the Investor or its Affiliates, provided further that, notwithstanding the foregoing, (x) each Investor shall be permitted to privately respond to any unsolicited inquiry made by a third party with respect to the Private Placement Shares or the Company, so long as, in making any such response, (A) the Investor does not reference individual employees or members of the management of the Company or its Subsidiaries or any members of their respective boards of directors, (B) the Investor does not make any statement or implication that is reasonably known by the Investor to be inconsistent or in conflict with any Public Communication on such subject, and (C) the Investor provides the Company with prompt notice that it has made such communication (which notice shall identify the Person with whom the Investor has communicated and a description of the nature of the discussion) (the conditions in clauses (A) to (C), the "**Communication Conditions**") and (y) the foregoing will not restrict the ability of any Person to comply with applicable Law, any subpoena or other legal process or respond to request for information from any Governmental Entity with jurisdiction over the Investor or its Affiliates or Representatives from whom information is sought (so long as such process or request did not result from discretionary acts by the Investor or its Affiliates or Representatives), (III) make any request (written or oral), or announcement of an intention to request, that the Company amend, waive or terminate any provision of this Agreement, or its Articles of Incorporation or bylaws (or any equivalent documents or amendments thereto of any of the foregoing), or (IV) make any request or other demand for stock list materials or other books or records of the Company or any of its Subsidiaries;

(iii) make any statement or proposal (written or oral) to any of the Company's or its Subsidiaries' boards of directors, individual directors or management of such entities, or make any statement or proposal (written or oral) with respect to, a merger, tender offer, exchange offer, consolidation, acquisition, restructuring, business combination, sale of assets, recapitalization, dividend, share repurchase or liquidation, or any similar or comparable transaction involving the Company (including its Subsidiaries and joint ventures or any of their respective securities or assets), either publicly or in a manner that would reasonably require any party to make a public action, disclosure or statement (written or oral) regarding the possibility of any of the foregoing;

(iv) engage in any short sale or any purchase, sale or grant of any option, warrant, convertible security, stock appreciation right or other similar right (including any put or call option or "swap" transaction) with respect to any security (other than any index fund, exchange traded fund, benchmark fund or broad basket of securities) that includes, relates to or derives any significant part of its value from a decline in the market price or value of the securities of the Company and would, in the aggregate or individually, result in the Investor ceasing to have a "net economic long position" in the Company;

(v) sell, offer or agree to sell, directly or indirectly, through swap or hedging transactions or otherwise, voting rights decoupled from the underlying Common Stock to any third party;

(vi) institute, solicit or join, as a party, any litigation, arbitration or other proceeding against or involving the Company or any of its Subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); provided, however, that for the avoidance of doubt, the foregoing shall not prevent Investor from (A) bringing litigation to enforce any provision of this Agreement instituted in accordance with and subject to the terms of this Agreement, (B) making counterclaims with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against the Investor, (C) exercising statutory appraisal rights or (D) responding to or complying with validly issued legal process;

(vii) enter into a voting trust, voting agreement or similar voting arrangement with respect to any Company Investment, or subject any Company Investment to any voting trust, voting agreement or similar voting arrangement (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and similar other accounts), in each case other than (A) this Agreement, (B) solely with Affiliates of the Investor or (C) granting proxies in solicitations approved by the Board;

(viii) disclose any intention, plan or arrangement prohibited by, or inconsistent with, the foregoing, in each case either publicly or in a manner that would reasonably require any Party to make a public action, disclosure or statement (written or oral), in each case, only as required by applicable Law, regarding any of the foregoing;

(ix) advise, assist or encourage any other Person or enter into any discussions, negotiations, agreements or arrangements with any other Person in connection with any conduct proscribed by the foregoing; or

(x) form a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with any other Person (other than Affiliates).

Notwithstanding the foregoing:

(i) this Section 5.3(a) shall be inoperative and of no force and effect if any other Person or “group” (as defined in Section 13(d)(3) of the Exchange Act) shall (x) enter into an agreement with the Company providing for the acquisition of (A) Beneficial Ownership of more than 50% of the outstanding Voting Securities, (B) the right to designate members who in the aggregate hold a majority of the voting power of the Board, or (C) all or substantially all of the assets of the Company and its subsidiaries (each, an “**Extraordinary Transaction**”), or (y) commence any tender or exchange offer (by any person other than the Investor or their Affiliates) which, if consummated, would result in the acquisition by any person of Beneficial Ownership of more than 50% of the outstanding Voting Securities, where the Company files with the SEC a Schedule 14D-9 (or any amendment thereto) that does not recommend that its shareholders reject such tender or exchange offer (other than a “stop, look and listen” communication pursuant to Rule 14d-9(f) promulgated under the Exchange Act in response to the commencement of any tender or exchange offer);

(ii) if the Company enters into, or announces any plans to enter into, any agreement or understanding with respect to the sale or disposition of all or substantially all of the equity or assets of any of the Company’s Subsidiaries, any statements (written or oral) made by the Investor with respect to such sale or disposition shall not constitute a breach of this Section 5.3(a) so long as, in making such statements, the Investor solely refers to such sale or disposition and complies with clauses (A), (B) and (C) of the Communication Conditions, set out above;

(iii) nothing in this Section 5.3(a) shall be understood to prohibit or otherwise limit the Investor or its Affiliates from (x) trading, directly or indirectly, (I) in Common Stock or indebtedness of the Company as permitted by Section 5.3(a); provided that such trading shall not cause the Investor to become the Beneficial Owner of more than 2.0% of the outstanding Common Stock and such trading shall comply with the restrictions in Section 5.3(a)(iv), or (II) in any index, exchange traded fund, benchmark or other basket of securities which may contain, or otherwise reflect the performance of, any securities of the Company, including but not limited to “XLU” on the NYSE Arca Exchange (such indices, funds, benchmarks or baskets collectively, “**Basket Investments**”) or (y) engaging in private communications solely with the Chairman of the Board, Chief Executive Officer or their designees, in each case, only so long as such private communications would not reasonably be expected to require any public disclosure thereof by the Company or the Investor; and

(iv) public responses by the Investor to any unsolicited public statement or press release by a third party with respect to the Private Placement Shares, the Company or its Subsidiaries that specifically names or references the Investor or any of its employees, Affiliates or agents will be permitted so long as (I) the Investor complies with the Communications Conditions and (II) such public response relates only to the Private Placement Shares, the Company or its Subsidiaries or otherwise does not violate Section 5.3(a)(i), (ii) or (iii) (or Section 5.3(a)(vii) or (viii) as relates to the foregoing) and mere receipt of any unsolicited inquiries or indications of interest relating to the Company or its Subsidiaries by the Investor or its Affiliates, shall not constitute a breach of the obligations in this Section 5.3; provided that the Investor shall promptly inform the Company of such inquiries or indications of interest.

(b) During the Standstill Period, the Investor and its Affiliates will cause all of the Voting Securities that such Investor or any of its Affiliates have the right to vote as of the applicable record date, to be present in person or by proxy for quorum purposes and to be voted at any meeting of shareholders or at any adjournments or postponements thereof, and to consent in connection with any action by written consent in lieu of a meeting, (w) in favor of each director nominated and recommended by the Board for election at any such meeting or through any such written consent, (x) against any stockholder nominations for director that are not approved and recommended by the Board for election at any such meeting or through any such written consent, (y) against any proposals or resolutions to remove any member of the Board and (z) in accordance with recommendations by the Board on all other proposals or business that may be the subject of stockholder action at such meetings or written consents; provided, however, that the Investor and its Affiliates shall be permitted to vote in their sole discretion on proposals providing for any Extraordinary Transaction.

Section 5.4 Public Filings; Announcements. On May 7, 2020 and not later than 8:30 a.m. Eastern Time on such date, the Company shall (a) issue a press release in respect of the transactions contemplated by this Agreement, the Other Preferred Stock Purchase Agreement and the Common Stock Purchase Agreements (the "**Press Release**"), (b) file its Quarterly Report on Form 10-Q with the SEC for the period ended March 31, 2020, (c) file a Current Report on Form 8-K with the SEC disclosing the Company's entry into this Agreement, the Other Preferred Stock Purchase Agreement and the Common Stock Purchase Agreements, and all such filings and such press release shall be in substantially the form and substance provided to the Investor prior to the execution and delivery of this Agreement, and (d) issue the press release described in clause (i) of Earnings Materials and file the Current Report on Form 8-K and supplemental materials described in clause (ii) and (iii) of Earnings Materials. Neither of the Company or the Investor nor any of their respective Affiliates shall make any public statement regarding the subject matter of this Agreement or the matters set forth herein prior to issuing the press release and filing the Quarterly Report described in the immediately preceding sentence.

Section 5.5 Use of Proceeds. The Company will utilize the proceeds from the sale of the Private Placement Shares for such general corporate purposes as determined by the Company, which, for the avoidance of doubt, may include repayment of indebtedness.

Section 5.6 HSR Cooperation. In the event the Investor would be required to file any notification and report form pursuant to the HSR Act as a result of the conversion of any Private Placement Shares into shares of Common Stock pursuant to the terms of the Preferred Stock Amendment, the effectiveness of such conversion shall be delayed automatically (in whole, or at the option of the Investor upon prior written notice to the Company, only to the extent necessary to avoid a violation of the HSR Act), until the Investor, at its sole expense, shall have made such filing under the HSR Act and the Investor shall have received early termination clearance in respect thereof or the waiting period in connection with such filing under the HSR Act shall have expired; provided, however, that in such circumstances the Investor shall use commercially reasonable efforts to make such filing and obtain such clearance or expiration of such waiting period as promptly as reasonably practical, and the Company shall make all required filings and use commercially reasonable efforts to cooperate with the Investor in connection with the making of such filing and obtaining such clearance or expiration of such waiting period.

Section 5.7 Buybacks; Certain Tax Matters.

(a) Prior to the Mandatory Conversion Date, in the event of any proposed repurchase or buyback of Common Stock by the Company, the Company shall provide the Investor with written notice of such proposed transaction at least ten Business Days prior to such transaction, and the Investor (or an Affiliate thereof as applicable) shall have the right, at its respective option, to include Investor's or its Affiliate's securities of the Company in such transaction up to their respective pro rata portion calculated on an as-converted basis, upon delivery of notice of election thereof at least one Business Day prior to such transaction.

(b) The Parties shall treat the Series C Preferred Stock as stock that is not "preferred stock" within the meaning of Section 305 of the Code and the Treasury Regulations issued thereunder (such treatment, the "Tax Treatment") and agree to take no positions inconsistent with the Tax Treatment on any Tax Return, including on any IRS Form 1099 or IRS Form 1042-S, except to the extent (i) that a change in applicable Law causes the Tax Treatment not to be "more likely than not" to be upheld under applicable Law or (ii) required in connection with the resolution of an Internal Revenue Service audit or other similar Tax proceeding.

Section 5.8 Public Disclosures and Non-Disparagement.

(a) Until the first anniversary of the date of this Agreement, except as otherwise required by applicable Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system (based on the advice of counsel, and in that event only if time does not permit), Investor shall not issue any press release or make any other public statement related to this Agreement or the transactions contemplated hereby that identifies or otherwise expressly references the Company, without the prior consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed).

(b) Notwithstanding anything to the contrary in this Section 5.8, the Company may, without the prior approval of the Investor, (i) include in any report it files or furnishes with the SEC, any other Governmental Entity or stock exchange and any press release or other public disclosure with respect to such transactions as is required by Law, Order, court process or the rules

and regulations of any stock exchange factual information relating to the Investor, or any of its Affiliates, relating to this Agreement and the transactions contemplated hereby or that was previously included in a press release or other public statement or disclosure consented to in accordance with this Section 5.8, and (ii) to communicate with state public utility commissions, federal utility regulators, and similar Governmental Entities regarding the transaction, in each case without the requirement of obtaining any further consent from any such party.

Section 5.9 Stock Exchange Matters. The Company shall use its reasonable best efforts to (a) obtain any approvals of the New York Stock Exchange necessary for the issuance of the Underlying Shares, including to cause the Underlying Shares to be approved for listing on the New York Stock Exchange, subject to official notice of issuance, and (b) maintain the listing of all of the Underlying Shares upon each national securities exchange and automated quotation system, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain, so long as any other shares of Common Stock shall be so listed, such listing of the Underlying Shares. The Company shall cause a number of shares of Common Stock equal to the total number of Underlying Shares to be authorized, reserved, and kept available at all times, free and clear of preemptive rights and all Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law), to allow for full conversion of the Private Placement Shares in accordance with the terms of this Agreement and the Statement of Resolution. The Company shall pay all fees and expenses in connection with satisfying the obligations under this Section 5.9.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Shelf Registration Statement.

(a) The Company shall use its reasonable best efforts to file, not later than (i) 60 days after the date hereof (the “**S-3 Shelf Filing Deadline**”), a Registration Statement on Form S-3 covering the resale of all of the Registrable Securities held by the Preferred Investors on a delayed or continuous basis (the “**Form S-3 Shelf**”), or (ii) 90 days after the date hereof (the “**S-1 Shelf Filing Deadline**” and, along with the S-3 Shelf Filing Deadline, each, a “**Filing Deadline**”), in the event that the Company is not eligible to file Form S-3 Shelf as of or prior to the S-3 Shelf Filing Deadline, a Shelf Registration Statement on Form S-1 (a “**Form S-1 Shelf**” and, along with a Form S-3 Shelf, each a “**Shelf Registration Statement**”); provided that the Company shall use its commercially reasonable efforts to remain qualified to file the Form S-3 Shelf.

(b) Subject to the terms of this Agreement, including any applicable Suspension Period, the Company shall use its commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as reasonably practicable after the filing thereof, and shall use its commercially reasonable efforts to keep such Shelf Registration Statement, or a successor Registration Statement thereto, continuously effective under the Securities Act until the date that all Registrable Securities covered by such Shelf Registration Statement have been disposed of by the Preferred Investors or are no longer Registrable Securities; provided that in no event shall the Company’s obligation to keep such Shelf Registration Statement effective extend beyond the three year anniversary of the date hereof. In

the event the Company becomes ineligible to use the Form S-3 Shelf during the Shelf Period, the Company shall use reasonable best efforts to file a Form S-1 Shelf not later than 90 days after the date the Company becomes ineligible, and shall use its reasonable efforts to have such Shelf Registration Statement declared effective promptly (the period during which the Company shall use its reasonable efforts to keep the Shelf Registration Statement continuously effective under the Securities Act in accordance with this Section 6.1 is referred to as the “**Shelf Period**”). In the event the Company files a Form S-1 Shelf (either prior to the S-1 Shelf Filing Deadline or during the Shelf Period) and thereafter becomes eligible to use a Form S-3 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf to a Form S-3 Shelf promptly after the Company becomes so eligible.

(c) The Company shall promptly notify the Preferred Investors by e-mail of the effectiveness of a Shelf Registration Statement after the Company telephonically confirms effectiveness with the SEC (but in no event more than two Business Days thereafter). The Company shall file a final prospectus with the SEC to the extent required by Rule 424 under the Securities Act. The “Plan of Distribution” section of such Shelf Registration Statement shall provide for customary permitted means of disposition of Registrable Securities, including agented transactions, sales directly into the market, purchases or sales by brokers, underwritten offerings and privately negotiated transactions. The Company shall use its reasonable efforts to cause any Registrable Securities offered for resale pursuant to an effective Shelf Registration Statement to be listed on the New York Stock Exchange, or such other national securities exchange as the Common Stock may be listed during the time such Shelf Registration Statement is effective.

Section 6.2 Shelf Takedown.

(a) Subject to any applicable restrictions on transfer in this Agreement or otherwise, at any time during the Shelf Period (subject to any Suspension Period), by notice to the Company specifying the intended method or methods of disposition thereof, any Preferred Investor or Preferred Investors holding Registrable Securities that, in the aggregate, have market value in excess of \$200 million (each such Preferred Investor, a “**Takedown Requesting Investor**”) may make a written request (a “**Shelf Takedown Request**”) to the Company to effect a Public Offering, including an Underwritten Shelf Takedown, of all or a portion of such holder’s Registrable Securities that may be registered under such Shelf Registration Statement, which request shall state the number of the Registrable Securities to be included in such Public Offering, and as soon as reasonably practicable, the Company shall, subject to the other applicable provisions of this Agreement, amend or supplement the Shelf Registration Statement as necessary for such purpose; provided that the Company shall not be obligated to effect more than one Shelf Takedown Request during any 12-month period or more than two Shelf Takedown Requests during the Shelf Period, and the Company shall not be obligated to effect any Underwritten Shelf Takedown if the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be sold in such Underwritten Shelf Takedown, in the good faith judgment of the managing underwriter(s) thereof, is less than \$200 million.

(b) Subject to any applicable restrictions on transfer in this Agreement or otherwise, promptly upon receipt of a Shelf Takedown Request (but in no event more than five Business Days thereafter (or such shorter period as may be reasonably requested in connection with an underwritten “block trade”)) specifying an Underwritten Shelf Takedown, the Company

shall deliver a notice (a “**Shelf Takedown Notice**”) to each Preferred Investor with Registrable Securities covered by the applicable Shelf Registration Statement (each, a “**Potential Takedown Participant**”). The Shelf Takedown Notice shall offer each such Potential Takedown Participant the opportunity to include in such requested Underwritten Shelf Takedown such number of Registrable Securities as each such Potential Takedown Participant may request in writing. The Company, subject to Section 6.2(c) below, shall include in the Underwritten Shelf Takedown all such Registrable Securities with respect to which the Company has received written requests for inclusion therein within three Business Days (or such shorter period as may be reasonably requested in connection with an underwritten “block trade”) after the date that the Shelf Takedown Notice has been delivered. Any Potential Takedown Participant’s request to participate in an Underwritten Shelf Takedown shall be binding on the Potential Takedown Participant; provided that each such Potential Takedown Participant that elects to participate may condition its participation on the Underwritten Shelf Takedown being completed within 10 Business Days of its acceptance at a price per share (after giving effect to any underwriters’ discounts or commissions) to such Potential Takedown Participant of not less than such percentage specified by such Potential Takedown Participant) of the closing price for the Common Stock on their principal trading market on the Business Day immediately prior to such Potential Takedown Participant’s election to participate (the “**Participation Conditions**”). Notwithstanding the delivery of any Shelf Takedown Notice, but subject to the Participation Conditions (to the extent applicable) and Section 6.2(c) and Section 6.2(d) below, all determinations as to whether to complete any Underwritten Shelf Takedown and as to the timing, manner, price and other terms of any Underwritten Shelf Takedown contemplated by this Section 6.2(b) shall be determined by the Takedown Requesting Investors.

(c) If the managing underwriter(s) for a requested Underwritten Shelf Takedown advise the Company and the Takedown Requesting Investors that in their reasonable view the number of Registrable Securities proposed to be included in such Underwritten Shelf Takedown exceeds the number of Registrable Securities which can be sold in an orderly manner in such offering within a price range acceptable to the Takedown Requesting Investors (the “**Maximum Offering Size**”), then the Company shall so advise any Potential Takedown Participant electing to participate in such Underwritten Shelf Takedown, and shall include in such Underwritten Shelf Takedown the number of Registrable Securities which can be so sold, allocated, if necessary for the offering not to exceed the Maximum Offering Size. The number of Registrable Securities included in such Underwritten Shelf Takedown will be allocated among the Potential Takedown Participants as follows:

(i) first, each Potential Takedown Participant shall be allocated an amount equal to the lesser of (x) the Maximum Offering Size multiplied by a fraction, the numerator of which is the number of Registrable Securities then held by each Potential Takedown Participant and the denominator of which is the aggregate number of Registrable Securities then held by all Potential Takedown Participants and (y) the number of Registrable Securities requested to be included by such Potential Takedown Participant in the offering; and

(ii) second, to the extent that the Maximum Offering Size is not fully allocated pursuant to clause (i), the excess of (x) the Maximum Offering Size over (y) the amount allocated pursuant to clause (i) (the “**Remaining Securities**”) shall be allocated among any Potential Takedown Participant whose allocation pursuant to clause (i) is less than the number of

Registrable Securities requested to be included in such offering by such Potential Takedown Participant (each, a “**Cutback Participant**”) such that each Cutback Participant shall be entitled to include pursuant to this clause (ii), the lesser of (x) the Remaining Securities multiplied by a fraction, the numerator of which is the number of Registrable Securities then held by each Cutback Participant and the denominator of which is the aggregate number of Registrable Securities then held by all Cutback Participants and (y) the number of Registrable Securities requested to be included by such Cutback Participant in the offering. If any portion of the Maximum Offering Size remains unallocated, the procedure in this clause (ii) shall be recursively repeated until all Registrable Securities up to the Maximum Offering Size have been allocated.

(d) The Takedown Requesting Investor shall have the right to select the investment banker(s) and manager(s) (which shall consist of one or more reputable nationally recognized investment banks, subject to the Company’s approval, not to be unreasonably withheld, and which shall be represented by underwriters’ counsel acceptable to the Company in its sole discretion) to administer any Underwritten Shelf Takedown and one firm of counsel to represent all of the participating holders of Registrable Securities, including the Takedown Requesting Investors and any Potential Takedown Participants electing to participate in such Underwritten Shelf Takedown (along with any reasonably necessary local counsel), in connection with such Underwritten Shelf Takedown. The Company and any Potential Takedown Participant participating in an Underwritten Shelf Takedown will enter into an underwriting agreement in customary form with the managing underwriter or underwriters selected for such offering. The Company shall be permitted to include in any Underwritten Shelf Takedown pursuant to this Section 6.2 any securities that are not Registrable Securities with the prior written consent of the Takedown Requesting Investors (not to be unreasonably withheld). In the event that the managing underwriter determines that marketing factors require a limitation on the number of shares to be underwritten in such Underwritten Shelf Takedown, the managing underwriter may limit the number of shares proposed to be included in such Underwritten Shelf Takedown by (i) first including the Registrable Securities requested by the Takedown Requesting Investor to be included in the Underwritten Shelf Takedown and (ii), thereafter, including such additional securities as are requested by the Company to be included (subject to the consent of the Requesting Investors pursuant to the immediately preceding sentence, not to be unreasonably withheld) in such Underwritten Shelf Takedown as the managing underwriter in its reasonable discretion determines are able to be marketed and sold in connection with the Registrable Securities in clause (i).

Section 6.3 Required Suspension Period.

(a) Notwithstanding any other provision of this Agreement, the Company shall have the right but not the obligation to defer the filing of (but not the preparation of) or seeking of effectiveness of, or suspend the use by the Preferred Investors of (including requiring the Preferred Investors to suspend any offerings or sales of Registrable Securities pursuant to), any Shelf Registration Statement for a period of up to 120 days:

(i) if an event occurs as a result of which the Shelf Registration Statement and any related prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Shelf

Registration Statement, file a new registration statement or supplement any related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder;

(ii) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (B) would require the Company, under applicable securities Laws and other Laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or

(iii) upon issuance by the SEC of a stop order suspending the effectiveness of any Shelf Registration Statement with respect to Registrable Securities or the initiation of Legal Proceedings with respect to such Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act;

any such period contemplated by clauses (i) to (iii) of this Section 6.3(a), a "**Suspension Period**").

(b) In no event shall the Company declare a Suspension Period more than two times in any 12-month period or for more than an aggregate of 120 days in any 12-month period. The Company shall give immediate written notice to the Preferred Investors of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period. The Preferred Investors shall keep the information contained in such notice confidential subject to the same terms set forth in Section 6.6 of this Agreement. If the Company defers any registration of Registrable Securities in response to a Shelf Takedown Request or requires the Preferred Investors to suspend any Underwritten Public Offering, the Preferred Investors shall be entitled during the Suspension Period to withdraw their request for the Registration of Registrable Securities and, if such request is withdrawn, such request shall not be considered a Shelf Takedown Request for purposes of Section 6.2 and the Company shall pay all reasonable out-of-pocket expenses in connection therewith in accordance with Section 6.7.

Section 6.4 Registration Procedures.

(a) Requirements. In connection with the Company's obligations under this Article VI, the Company shall use its commercially reasonable efforts to effect such registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall use its commercially reasonable efforts to:

(i) as promptly as reasonably practicable prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith and prospectus, and, before filing a Registration Statement or prospectus or any amendments or supplements thereto,

(x) furnish to the Preferred Investors whose Registrable Securities are covered by such Registration Statement, copies of all documents prepared to be filed, which documents shall be subject to the review of such Preferred Investors and their respective counsel, (y) make such changes in such documents concerning the Preferred Investors prior to the filing thereof as such Preferred Investors, or their counsel, may reasonably request and (z) not file any Registration Statement or prospectus or amendments or supplements thereto to which the Preferred Investors, in such capacity, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the prospectus as may be (x) reasonably requested by any Preferred Investor with Registrable Securities covered by such Registration Statement, or (y) necessary to keep such Registration Statement effective for the period of time required by this Agreement, and comply with provisions of the applicable securities Laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Preferred Investors and (if requested) confirm such notice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable prospectus or any amendment or supplement thereto has been filed, (b) of any written comments by the SEC, or any request by the SEC or other Governmental Entity for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to, or which may affect, the registration, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any Order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, and (d) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) as promptly as reasonably practicable notify the Preferred Investors when the Company becomes aware of the happening of any event as a result of which such Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, when any issuer free writing prospectus (as defined in Rule 433 under the Securities Act) relating to an offer of the Registrable Securities includes information that may materially conflict with the information contained in such Registration Statement, or, if for any other reason

it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act and, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Preferred Investors, an amendment or supplement to such Registration Statement or prospectus, which shall correct such misstatement or omission or effect such compliance.

(b) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(c) The Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6.4(a)(iv), the Investor shall discontinue disposition of any Registrable Securities covered by such Registration Statement or pursuant to the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until the Investor is advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an “**Interruption Period**”) and, if requested by the Company, the Investor shall use commercially reasonable efforts to return to the Company all copies then in its possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify the Investor thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to the Investor that such Interruption Period is no longer applicable.

Section 6.5 Required Information. The Company may require the Investor to furnish to the Company such information regarding the distribution of such securities and such other information relating to the Investor and its ownership of Registrable Securities as is required to be included in any Registration Statement as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of the Investor if the Investor fails to furnish such information within a reasonable time after receiving such request. The Investor agrees to furnish such information to the Company and to use commercially reasonable efforts to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. It is understood and agreed that the obligations of the Company under Article VI are conditioned on the timely provisions of the foregoing information by the Investor and, without limitation of the foregoing, will be conditioned on compliance by the Investor with the following:

(a) the Investor will, and will cause its Affiliates to, cooperate with the Company in connection with the preparation of the applicable Registration Statement and prospectus and, for so long as the Company is obligated to keep such Registration Statement

effective, the Investor will and will cause its Affiliates to, provide to the Company, in writing and in a timely manner, for use in such Registration Statement (and expressly identified in writing as such), all information regarding itself and its Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such Registration Statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by the Investor and to maintain the currency and effectiveness thereof;

(b) during such time as the Investor and its Affiliates may be engaged in a distribution of the Registrable Securities, the Investor will, and it will cause its Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause its Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by them solely in the manner described in the applicable Registration Statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by the Investor or its Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) the Investor shall, and they shall cause its Affiliates to, (i) permit the Company and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by the Investor and (ii) execute, deliver and perform under any customary agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel and questionnaires.

Section 6.6 Confidentiality. Pending any required public disclosure by the Company and subject to applicable legal requirements and the terms of this Agreement, the Parties will maintain the confidentiality of details contained in all notices and other communications regarding a prospective sale of securities hereunder.

Section 6.7 Expenses. All expenses incurred in connection with any Shelf Registration Statement or registered offering covering Registrable Securities (whether or not consummated), including all registration and filing fees, printing expenses, the fees and expenses of the independent certified public accountants, the fees and expenses of the Company's legal counsel, transfer agent's fees, the expense of qualifying such Registrable Securities under state "Blue Sky" Laws, and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) reasonable fees and expenses of one firm of attorneys selected by the Preferred Investors; provided, however, that the Company will not be required to pay more than \$75,000 in fees and expenses of any such counsel in connection with any Underwritten Shelf Takedown, will be borne by the Company. Notwithstanding the foregoing, all underwriters', brokers' or dealers' discounts or commissions applicable to Registrable Securities sold for the account of the Preferred Investors (and any Taxes related thereto) will be borne by the Preferred Investors in accordance with their Pro Rata Portion.

Section 6.8 Indemnification With Regard To Certain Securities Law Matters.

(a) Indemnification by the Company. To the extent permitted by applicable law, in the event of any registration under the Securities Act by any Registration Statement pursuant to rights granted in this Agreement of Registrable Securities, or any offering made pursuant thereto, the Company will indemnify and hold harmless the Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), and each underwriter of such securities and each other Person, if any, who controls the Investor or such underwriter within the meaning of Section 15 of the Securities Act, against any losses, claims, damages, or liabilities (including reasonable legal fees and costs of court) (collectively, "**Losses**"), joint or several, to which the Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates, or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading, (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus) or any free writing prospectus, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in light of the circumstances in which they were made, not misleading, or (iii) arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Company or any of its Subsidiaries and relating to action or inaction in connection with any such Registration Statement, disclosure document or other document or report; provided, however, that the Company shall not be liable to the Investor or its respective officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates or an underwriter or any other Person who controls the Investor or such underwriter in any such case if and to the extent that any such loss, claim, damage, or liability arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, such amendment or supplement or such prospectus), which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Investor or such underwriter or their respective Representatives specifically for use therein. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Investor or any indemnified party and shall survive the Transfer of such securities by the Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Investor.

(b) Indemnification by Investor. To the extent permitted by applicable law, the Investor separately (and not jointly or severally) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6.8(a)) the Company, its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), each underwriter of such securities, and each other Person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against any Losses, joint or several, to which the Company and such officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading or (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in the light of the circumstances under which they were made, not misleading, in the case of each of clauses (i) and (ii), if and to the extent such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Investor or its respective Representatives specifically for use therein; provided, however, that the total amount to be indemnified by the Investor pursuant to this Section 6.8(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by the Investor in the offering to which such Registration Statement relates; *provided*, further, that the Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, the Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by the Investor to the Company. This indemnity shall be in addition to any liability the Investor may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the Transfer of such securities by the Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Company.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6.8(a) or Section 6.8(b), the indemnified party will, if a resulting claim is to be made or may be made against an indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in Section 6.8(a) or Section 6.8(b), as applicable, except to the extent, if any, that the indemnifying party is actually prejudiced by the failure to give notice and then only to such extent. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense. An indemnified party shall have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party and the indemnifying party agrees as part of such authorization to pay such fees and expenses, (ii) the indemnifying party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the indemnified party and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that representation of both such indemnifying party and the indemnified party by the same counsel would be inappropriate because of an actual conflict of interest between the indemnifying party and the indemnified party, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions 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 (in addition to one local counsel for each jurisdiction, if necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for all indemnified parties with regard to all claims arising out of similar circumstances; and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation, (B) includes an admission of fault, culpability or failure to act by or on behalf of the indemnified party, (C) commits the indemnified party to take, or refrain from taking, any action or (D) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

(d) Contribution. If the indemnification required by Section 6.8(a) or Section 6.8(b), as applicable, from the indemnifying party is unavailable to or insufficient to indemnify and hold harmless an indemnified party in respect of any indemnifiable Losses as required by Section 6.8(a) or Section 6.8(b), as applicable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect (i) the relative benefit received by the indemnifying and indemnified parties from the offering of securities and (ii) if the allocation in clause (i) is not permitted by

applicable Law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action, statement or omission; provided, however, that the total amount to be contributed by the Investor pursuant to this Section 6.8(d) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by the Investor in the offering to which such Registration Statement relates; provided, further, that the Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, the Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by the Investor to the Company. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and the Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.8(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 6.8(d). Notwithstanding the provisions of this Section 6.8(d), no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by the indemnifying party exceeds the amount of any damages which the indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Agreement, in no event shall any indemnified party be entitled to indemnification pursuant to this Section 6.8 to the extent any Losses were attributable to such indemnified party's own Fraud, gross negligence or willful misconduct.

Section 6.9 Rules 144 and 144A and Regulation S. For so long as the Investor owns any Registrable Securities, the Company shall use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of the Investor, make publicly available such necessary public information, within the meaning of Rule 144, for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will use its commercially reasonable efforts to take such further action as the Investor may reasonably request, all to the extent required from time to time to enable the Investor to sell Registrable Securities without Registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the

limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. So long as the Investor owns any Registrable Securities, upon the written request of the Investor, the Company will deliver to the Investor a written statement as to whether it has complied with the reporting requirements of the Exchange Act.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 **Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

- (a) If to the Company:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Attention: Jason M. Ryan
Email: jason.ryan@CenterpointEnergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019

Attention: Sebastian V. Niles
DongJu Song

Email: SVNiles@wlrk.com
DSong@wlrk.com

- (b) If to the Investor:

The notice address for the Investor is included on Schedule A attached hereto.

Section 7.2 **Assignment; Third Party Beneficiaries.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned

by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) the Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a Transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being Transferred, and (b) the Investor may grant to a creditor or lender a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights), and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 7.2 shall be void *ab initio*. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 7.3 Prior Negotiations; Entire Agreement. This Agreement (including the agreements attached as exhibits and schedules to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investor, any prior agreement between the Company and any of the Investor's Affiliates) with respect to the subject matter of this Agreement; provided that, notwithstanding anything to the contrary therein, the terms of the email confidentiality agreement, dated May 2020, between the Company, on the one hand, and Investor, on the other hand, shall survive with respect to the information contained in the Company Disclosure Schedule.

Section 7.4 Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.4.

Section 7.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 7.6 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investor. Any amendment, restatement, modification or change effected in accordance with this Section 7.6 shall be binding upon the Investor, each transferee or future holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 7.7 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 7.8 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 7.9 Relationship Among Parties.

(a) Notwithstanding anything herein to the contrary, the duties and obligations of the Preferred Investors, on the one hand, and the Company, on the other hand, arising under this Agreement and the Other Preferred Stock Purchase Agreement shall be separate (and not joint or several). No Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement. The Parties acknowledge that this Agreement and the Other Preferred Stock Purchase Agreement do not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company. The Company acknowledges and the Investor confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement with the advice of counsel and advisors.

(b) It is understood and agreed that the Investor does not have any duty of trust or confidence in any form with the Company, or any of the Company's other stakeholders and, except as expressly provided in this Agreement, there are no agreements, commitments or undertakings by, among or between any of them with respect to the subject matter hereof.

Section 7.10 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto ("**Tax Forms**") to determine its tax reporting and withholding obligations, if any, the Investor shall promptly provide, solely to the extent legally entitled to do so, such duly completed Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any (it being agreed and understood by the Parties that in the event the Company (or its agent) is required to deduct or withhold any amount on account of Taxes in respect of any payment or distribution (or deemed distribution) with respect to a share of Series C Preferred Stock (or upon the conversion thereof), the Company (or its agent) shall, without duplication of any amounts deducted and withheld by the Company pursuant to Section 2.3(c) or already offset pursuant to this Section 7.10, be entitled to offset any such amounts against any amounts otherwise payable or deliverable in respect of any Series C Preferred Stock (or any shares of Common Stock issued or otherwise required to be issued upon the conversion of any Series C Preferred Stock) or any other amounts otherwise payable or deliverable by the Company to the relevant holder). If any Tax Form previously delivered expires or becomes obsolete or inaccurate in any respect, the Investor shall promptly update such Tax Form or promptly notify the Company in writing of its legal inability to do so.

Section 7.11 Survival.

(a) Except in the case of Fraud or the Fundamental Representations, no representations and warranties of the Company or the Investor shall survive the Closing. The representations and warranties of the Company in Section 3.1, 3.2(a), 3.2(b), 3.3, 3.4(b), 3.6 and the representations and warranties of the Investor in Section 4.1 (the "**Fundamental Representations**"), and any claims for Fraud, shall survive the Closing until the expiration of the applicable statute of limitations, and shall then expire. Notwithstanding the preceding sentence, any claim for breach of the Fundamental Representations or Fraud that is to be brought under this

Agreement shall survive the time at which it would otherwise have expired if written notice containing good-faith allegation of the inaccuracy thereof giving rise to such claim shall have been given to the Company or the Investor, as applicable, prior to such time.

(b) Except in the case of Fraud, the exclusive remedy for any Party and its Affiliates, for any claim arising out of an alleged breach of the Fundamental Representations will be to bring a claim for a breach of contract in respect of such Fundamental Representation, to the extent permitted under this Agreement; provided that in no event shall any Party have any liability hereunder for any exemplary, punitive or similar damages, or for any loss of future revenue, profits or income, or for damages measured as a multiple of earnings, revenue or any other performance metric, except for any such damages to the extent actually awarded by a court of competent jurisdiction and paid to a third party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder
Name: John W. Somerhalder II
Title: Interim President and Chief Executive Officer

[Signature page to Preferred Stock Purchase Agreement]

BEP SPECIAL SITUATIONS IV LLC

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Managing Director and Chief Financial Officer

BEP SPECIAL SITUATIONS 2 LLC

By: /s/ Jonathan Siegler

Name: Jonathan Siegler

Title: Managing Director and Chief Financial Officer

Schedule A

<u>Investor</u>	<u>Notice Address</u>	<u>Amount of Series C Preferred Stock</u>
BEP Special Situations IV LLC,	200 Crescent Court, Suite 1900 Dallas, TX 75201 Attention: Jonathan Siegler Email: jsiegler@bluescapepartners.com <i>with copies (which shall not constitute notice) to:</i> Kirkland & Ellis LLP 609 Main Street, 45th Floor Houston, Texas 77002 Attention: Shubi Arora, P.C.; Jhett R. Nelson	75,000 shares of Series C Preferred Stock
BEP Special Situations 2 LLC	200 Crescent Court, Suite 1900 Dallas, TX 75201 Attention: Jonathan Siegler Email: jsiegler@bluescapepartners.com <i>with copies (which shall not constitute notice) to:</i> Kirkland & Ellis LLP 609 Main Street, 45th Floor Houston, Texas 77002 Attention: Shubi Arora, P.C.; Jhett R. Nelson	25,000 shares of Series C Preferred Stock

Exhibit A

Form of Statement of Resolution

See attached.

Exhibit B

Form of Company Counsel Opinion

See attached.

COMMON STOCK PURCHASE AGREEMENT

BY AND AMONG

CENTERPOINT ENERGY, INC.

AND

EACH INVESTOR IDENTIFIED ON SCHEDULE A HERETO

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	2
Section 1.1 Definitions	2
Section 1.2 Construction	5
ARTICLE II PRIVATE PLACEMENT	6
Section 2.1 The Private Placement	6
Section 2.2 Funding	6
Section 2.3 Closing	7
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	7
Section 3.1 Organization and Qualification	7
Section 3.2 Capitalization	8
Section 3.3 Authorization, Execution and Delivery	8
Section 3.4 No Conflict	9
Section 3.5 Issuance; Valid Issuance	9
Section 3.6 Compliance with SEC Filings	9
Section 3.7 No Other Representations or Warranties	9
Section 3.8 No Other Investor Representations or Warranties	10
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR	10
Section 4.1 Organization, Authority, Execution and Delivery	10
Section 4.2 No Conflict	11
Section 4.3 No Registration	11
Section 4.4 Purchasing Intent	11
Section 4.5 Sophistication; Investigation	11
Section 4.6 No Broker's Fees	12
Section 4.7 No Other Company Representations or Warranties	12
Section 4.8 No Other Investor Representations or Warranties	13
ARTICLE V ADDITIONAL COVENANTS	13
Section 5.1 Blue Sky	13
Section 5.2 Legends	13
Section 5.3 Publicity	14
Section 5.4 Use of Proceeds	14
ARTICLE VI REGISTRATION RIGHTS	15
Section 6.1 Shelf Registration Statement	15
Section 6.2 Required Suspension Period	16
Section 6.3 Registration Procedures	17
Section 6.4 Required Information	18
Section 6.5 Confidentiality	19
Section 6.6 Expenses	20
Section 6.7 Indemnification With Regard To Certain Securities Law Matters	20
Section 6.8 Rules 144 and 144A and Regulation S	24

ARTICLE VII GENERAL PROVISIONS

Section 7.1	Notices	24
Section 7.2	Assignment; Third Party Beneficiaries	25
Section 7.3	Prior Negotiations; Entire Agreement	25
Section 7.4	Governing Law; Venue; Waiver of Jury Trial	25
Section 7.5	Counterparts	26
Section 7.6	Waivers and Amendments; Rights Cumulative; Consent	26
Section 7.7	Headings	27
Section 7.8	Specific Performance	27
Section 7.9	Relationship Among Parties	27
Section 7.10	Tax Forms	27
Section 7.11	Survival	28

SCHEDULES AND EXHIBITS

Schedule A	List of Investors and Notice Addresses
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COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the "**Company**"), on the one hand, and each investor identified on Schedule A hereto (each, an "**Investor**", and together, the "**Investors**"), on the other hand. The Company and the Investors are referred to herein, individually, as a "**Party**," and collectively, as the "**Parties**." Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Board of Directors of the Company (the "**Board**") has deemed it advisable and has authorized the issuance and sale of common stock, par value \$0.01 per share, of the Company (the "**Common Stock**"), to the Common Investors (as defined below), with each Investor receiving the number of shares of Common Stock set forth across from its name on Schedule A (the "**Private Placement Shares**");

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Common Stock Purchase Agreements, dated on the date hereof (the "**Other Common Stock Purchase Agreements**"), between the Company and certain investors identified therein (together with the Investors, the "**Common Investors**"), providing for the concurrent purchase of shares of Common Stock, with such Other Common Stock Purchase Agreements and the transactions contemplated thereby having substantially identical terms as are set forth herein;

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Preferred Stock Purchase Agreements, each dated on the date hereof (the "**Preferred Stock Purchase Agreements**"), in each case, between the Company and certain investors identified therein providing for the concurrent purchase of shares of the Company's Series C Mandatory Convertible Preferred Stock, with a par value of \$0.01 per share on the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the consummation of the Closing (as defined below), the Company is intending to consummate the transactions contemplated by the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements;

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding, (x) in respect of each Investor, any portfolio operating company (as such term is understood in the private equity industry) of such Investor or its Affiliates and (y) in respect of the Company, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries for the purposes of Article III. “**Affiliated**” has a correlative meaning.

“**Agreement**” has the meaning set forth in the Preamble.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Authorized Preferred Stock**” has the meaning set forth in Section 3.2(a).

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Capitalization Date**” has the meaning set forth in Section 3.2(a).

“**Closing**” has the meaning set forth in Section 2.3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Investors**” has the meaning set forth in the Recitals.

“**Company SEC Documents**” has the meaning set forth in Section 3.6.

“**Common Stock**” has the meaning set forth in the Recitals.

“**Company**” has the meaning set forth in the Preamble.

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form 8-K**” has the meaning set forth in [Section 5.3](#).

“**Form S-1 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form S-3 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Fraud**” means common law fraud; provided, however, that the term “Fraud” does not include the doctrine of constructive or equitable fraud.

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**Interruption Period**” has the meaning set forth in [Section 6.3\(c\)](#).

“**Investor**” has the meaning set forth in the Preamble.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Legal Proceedings**” means any legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, notices of noncompliance or violations, or proceedings.

“**Legend**” has the meaning set forth in [Section 5.2](#).

“**Lien**” means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, preemptive or subscription right, conditional sale or other title retention agreement, defect in title, lien or judicial lien or other restrictions of a similar kind.

“**Losses**” has the meaning set forth in [Section 6.7\(a\)](#).

“**MNPI**” has the meaning set forth in [Section 4.6\(c\)](#).

“**Order**” means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity.

“**Other Common Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Party**” and “**Parties**” have the meanings set forth in the Preamble.

“**Person**” means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

“**Preferred Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Press Release**” has the meaning set forth in [Section 5.3](#).

“**Private Placement**” means the purchase by the Investors of the Private Placement Shares for the Purchase Amount on the terms reflected in this Agreement.

“**Private Placement Shares**” has the meaning set forth in the Recitals.

“**Purchase Amount**” means the aggregate purchase price for the Private Placement Shares set forth on [Schedule A](#).

“**Registrable Securities**” means the Private Placement Shares; provided that any such shares shall cease to constitute “Registrable Securities” upon the earliest to occur of (i) the date on which such shares are disposed of pursuant to an effective Registration Statement under the Securities Act or pursuant to Rule 144 (or any similar provisions then in force) of the Securities Act, (ii) the date on which such shares cease to be outstanding, (iii) the date on which such shares have been transferred in a transaction in which the Investors’ rights under this Agreement are not assigned in accordance with the terms of this Agreement to the transferee of such shares, (iv) that date that such shares are freely saleable under Rule 144 (or any similar provisions then in force), and (v) the third anniversary of the date hereof.

“**Registration**” means registration under the Securities Act of the offer and sale to the public of any Registrable Securities under a Registration Statement. The terms “**register**”, “**registered**” and “**registering**” shall have correlative meanings.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided that the term “Registration Statement” shall not include a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor form thereto.

“**Representatives**” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“**S-1 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**S-3 Shelf Filing Deadline**” has the meaning set forth in Section 6.1(a).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Shelf Period**” has the meaning set forth in Section 6.1(b).

“**Shelf Registration Statement**” has the meaning set forth in Section 6.1(a).

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than 50% of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies; provided, that for the purposes of Article III, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries shall not be deemed Subsidiaries of the Company.

“**Suspension Period**” has the meaning set forth in Section 6.2(a).

“**Taxes**” means any and all taxes, assessments, duties, levies or other similar charges imposed by a Governmental Entity, including any and all federal, state, local and foreign income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, together with any additions to tax, penalties and interest imposed by any Governmental Entity in respect thereof.

“**Tax Forms**” has the meaning set forth in Section 7.10.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) references to “writing” or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;

(g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

PRIVATE PLACEMENT

Section 2.1 The Private Placement. On and subject to the terms and conditions hereof, each Investor agrees to purchase, severally and not jointly, and the Company agrees to issue and sell to each Investor, on the date hereof for its respective portion of the Purchase Amount, the Private Placement Shares set forth on Schedule A, free and clear of any Liens or other restrictions on transfer (other than applicable federal and state securities Law restrictions). The offer and sale of the Private Placement Shares purchased by each Investor pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act.

Section 2.2 Funding. As promptly as practicable following the execution and delivery hereof, and subject to the issuance of the Private Placement Shares as contemplated by Section 2.3(b), each Investor shall deliver and pay the Purchase Amount for the Private Placement shares being purchased by it as set forth on Schedule A by wire transfer of immediately available funds in U.S. dollars into the bank account designated by the Company in satisfaction of such Investor’s obligation to purchase the Private Placement Shares, which wire transfers shall in any event be initiated no later than 9:00 a.m. Eastern Time on May 7, 2020.

Section 2.3 Closing.

(a) The closing of the Private Placement (the "Closing") shall take place by electronic exchange of documents, or by such other method as shall be agreed to by the Parties, on the date hereof.

(b) At the Closing, issuance of the Private Placement Shares will be made by the Company to each Investor against payment of the Purchase Amount. The Private Placement Shares to be delivered pursuant to this Section 2.3(b) shall be represented by physical certificates to the extent that such Private Placement Shares are in certificate form, and to the extent that such Private Placement Shares are not in certificate form, evidence of book-entry transfer of such Shares, which shall be delivered to such Investor immediately following the Closing. Notwithstanding anything to the contrary in this Agreement, all Private Placement Shares deliverable pursuant to this Agreement will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery ("Transfer Taxes") duly paid by the Company.

(c) Each Investor and the Company, respectively, will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement or the Common Stock any withholding Taxes or other amounts required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and timely paid over to the applicable Governmental Entity, such amounts will be treated for all purposes of this Agreement or the Common Stock, respectively, as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents (excluding in each case any disclosures set forth in the risk factors or "forward-looking statements" section of such Company SEC Documents, and any other disclosures included therein to the extent they are predictive or forward-looking in nature), the Company hereby represents and warrants to the Investors (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 3.1 Organization and Qualification. The Company has been incorporated and is validly existing as a corporation in good standing under the Laws of the State of Texas, has the corporate power and authority to own, lease or operate its property and to conduct its business in which it is currently engaged and presently proposes to engage and is qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any such failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.2 Capitalization.

(a) The authorized stock of the Company consists of 1,000,000,000 shares of Common Stock and 20,000,000 shares of preferred stock, \$0.01 par value (“Authorized Preferred Stock”). As of March 31, 2020 (the “**Capitalization Date**”), (i) 502,647,495 shares of Common Stock were issued and outstanding (which, for the avoidance of doubt, includes the 166 shares of Common Stock held in treasury), (ii) 166 shares of Common Stock were held in treasury, (iii) 2,567,074 shares of Common Stock were issuable in respect of settlement of any outstanding awards of restricted share units, phantom shares, restricted stock or similar equity awards with respect to shares of Common Stock, and (iv) of the Authorized Preferred Stock, (A) 800,000 shares of Series A Preferred Stock, \$0.01 par value per share, were issued and outstanding, and (B) 977,500 shares of Series B Preferred Stock, \$0.01 par value per share were issued and outstanding.

(b) As of the Capitalization Date, except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements or with respect to securities issued or issuable under existing equity compensation plans of the Company or the satisfaction of Tax withholding with respect to the exercise of stock options or the vesting of awards of restricted share units, phantom shares, restricted stock or similar equity awards of the Company, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other contracts relating to the issuance or repurchase of capital stock, or other equity interests of the Company to which the Company is a party, or by which it is bound, obligating the Company to (A) issue, transfer or sell or cause to be issued, transferred or sold, any shares of capital stock or other equity interests of the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares of capital stock or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or contract, or (C) redeem or otherwise acquire any number of such shares of capital stock or other equity interests.

(c) Except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements, there are no voting trusts or other contracts to which the Company is a party with respect to voting or registration of the capital stock or other equity interests of the Company.

Section 3.3 Authorization, Execution and Delivery. The Company has requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Private Placement and the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Private Placement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the Private Placement. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investors, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors’ rights generally or equitable considerations.

Section 3.4 No Conflict. Neither the offer and sale of the Private Placement Shares nor the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement or the transactions contemplated hereby will conflict with, result in a violation of or default under, or the imposition of any Lien upon any property or assets of the Company or any of its Subsidiaries pursuant to the Articles of Incorporation or other organizational documents, each as amended, of the Company or any Subsidiary of the Company.

Section 3.5 Issuance; Valid Issuance. The Private Placement Shares to be issued in connection with the consummation of the Private Placement and pursuant to the terms of this Agreement will, when issued and delivered on the date hereof, be duly authorized by all necessary corporate action on the part of the Company and validly issued and shall be fully paid and non-assessable, and such Common Stock and Private Placement Shares will be free and clear of all Transfer Taxes and Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law). Assuming the accuracy of the representations and warranties of the Investors set forth in Article IV, the issuance and sale of such Common Stock and Private Placement Shares to the Investors in the manner contemplated by this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.6 Compliance with SEC Filings. The Company has filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2018 (all such documents together with all other forms, documents and reports filed or furnished by the Company with the SEC, including the exhibits thereto and documents incorporated by reference therein, and together with the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2020 in substantially the form and substance provided to the Investors prior to the execution and delivery of this Agreement, the "Company SEC Documents"). As of their respective SEC filing dates or, if amended, as of the date of such amendment, the Company SEC Documents complied in all material respects with the requirements of the Securities Act, Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and the applicable rules and regulations promulgated thereunder, and none of the Company SEC Documents of such respective dates (or, if amended prior to the date hereof, the date of the filing of such amendment, with respect to the disclosures that are amended) included any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.7 No Other Representations or Warranties. Except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Private Placement Shares, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to each Investor or any of its Representatives of any documentation, forecasts or other information with respect to

any one or more of the foregoing, and such Investor acknowledges the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person makes or has made any express or implied representation or warranty to any Investor or any of its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to such Investor or any of its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Private Placement or any other transactions or potential transactions involving the Company and such Investor.

Section 3.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that no Investor nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to each Investor or any of its Affiliates or Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

Each Investor hereby represents and warrants, severally and not jointly, to the Company (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 4.1 Organization, Authority, Execution and Delivery. Each Investor (a) is a legal entity organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization, (b) has the requisite power and authority (corporate or otherwise) to enter into this Agreement, perform its obligations under this Agreement and to consummate the Private Placement, (c) has the authority to execute and deliver this Agreement and no other corporate proceedings on the part of such Investor are necessary to authorizing the Private Placement and (d) has duly and validly executed and delivered this Agreement. Assuming due authorization, execution and delivery hereof and thereof by the Company, this Agreement constitutes the legal, valid and binding agreement of such Investor, enforceable against such Investor in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 4.2 No Conflict. The execution and delivery by each Investor of this Agreement, the compliance by such Investor with all of the provisions hereof and the consummation of the transactions contemplated herein will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable organizational documents) of such Investor.

Section 4.3 No Registration. Each Investor understands that (a) the Private Placement Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto and (b) the foregoing Private Placement Shares cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 4.4 Purchasing Intent. Each Investor is acquiring the Private Placement Shares for its own account or accounts or funds over which it holds voting and/or dispositive discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resale in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Investor has no present intention of selling, granting or transferring any other participation in, or otherwise distributing any of the Private Placement Shares, except in compliance with applicable securities Laws and subject to compliance with the provisions hereof.

Section 4.5 Sophistication; Investigation.

(a) Each Investor acknowledges that the Private Placement Shares have not been registered under the Securities Act or under any state or other applicable securities laws. Each Investor (i) acknowledges that it is acquiring the Private Placement Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (ii) is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters in investments of this type such that it is capable of evaluating the merits and risks of its investment in the Private Placement Shares and of making an informed investment decision and (iii) (1) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Private Placement Shares and (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access. Each Investor has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Private Placement Shares, and to protect its own interest in connection with such investment. Each Investor is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act and/or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. Each Investor understands and is able to bear any economic risks

associated with its investment in the Private Placement Shares (including the necessity of holding such shares for an indefinite period of time and including an entire loss of its investment in the Private Placement Shares). Each Investor hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and such Investor has independently evaluated the merits and risks of its decision to enter into this Agreement, is consummating the transactions contemplated by this Agreement with a full understanding, based exclusively on its own independent review, investigation and analysis, of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks, and disclaims reliance on any representations or warranties (except for the representations and warranties expressly set forth in Article III), either expressed or implied, by or on behalf of the Company.

(b) Each Investor acknowledges and understands that the Company has not been requested to provide, and has not provided, such Investor with any advice with respect to the Private Placement Shares, and such advice is neither necessary nor desired. Each Investor agrees that it is not relying on any investigation of any advisor to the Company and any advisor to the Company shall have no liability to such Investor in connection with the Private Placement for Shares.

(c) Each Investor acknowledges and understands that (i) the Company and its advisors may possess material nonpublic information (“MNPI”) regarding the Company or its Subsidiaries not known to such Investor that may impact the value of the Private Placement Shares and (ii) the Company is not disclosing such information to such Investor at such Investor’s request. Each Investor understands, based on its experience, the disadvantage to which such Investor is subject due to the disparity of information between the Company and its advisors, on the one hand and such Investor on the other hand. Notwithstanding such disparity, each Investor has deemed it appropriate to enter into this Agreement and to consummate transactions contemplated hereby. Accordingly, except in the case of Fraud, each Investor agrees that the Company and its advisors shall have no liability to such Investor whatsoever due to or in connection with the Company’s use or non-disclosure of MNPI regarding the Company not known to such Investor.

Section 4.6 No Broker’s Fees. Each Investor is not a party to any Contract with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder’s fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares or payment of the Purchase Amount.

Section 4.7 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III, each Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person (including Moelis & Company LLC), (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to such Investor or any of its Representatives or any information developed by such Investor or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set

forth in Article III, will have or be subject to any liability or indemnification obligation to such Investor resulting from the delivery, dissemination or any other distribution to such Investor or any of its Representatives, or the use by such Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to such Investor or any of its Representatives, including in due diligence materials, “data rooms” or management presentations (formal or informal), in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. Each Investor, on behalf of itself and on behalf of its Affiliates, expressly waives any such claim relating to the foregoing matters.

Section 4.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither the Investors nor any other Person on their behalf has made or is making any other express or implied representation or warranty.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1 Blue Sky. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Private Placement Shares to the Investors pursuant to this Agreement under applicable securities and “Blue Sky” Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Investors on the date hereof. The Company shall timely make all filings and reports relating to the offer and sale of the Private Placement Shares issued hereunder required under applicable securities and “Blue Sky” Laws of the states of the United States following the date hereof. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.1.

Section 5.2 Legends. Each certificate evidencing securities issued hereunder and each certificate issued in exchange for or upon the transfer of any such securities, shall be stamped or otherwise imprinted with a legend (the “**Legend**”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such securities are uncertificated, such securities shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate

records maintained by the Company or agent and the term “Legend” shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such securities (or the securities register or other appropriate Company records, in the case of uncertified securities), upon the Investors’ request, at any time after the restrictions described in the Legend cease to be applicable, including when such securities may be sold under Rule 144 of the Securities Act and under this Agreement. The Company may reasonably request such opinions of counsel, including the opinion of in-house counsel of each Investor, certificates or other evidence reasonably satisfactory to the Company that such restrictions no longer apply as a condition to removing the Legend.

Section 5.3 Publicity. At or before 9:00 a.m., New York City time, on the Business Day immediately following the date hereof, the Company shall issue a press release (the “**Press Release**”) and shall file a Current Report on Form 8-K, in the form required by the Exchange Act (the “**Form 8-K**”) announcing the entry into this Agreement, disclosing all material terms of the transactions contemplated hereby and any other MNPI that the Company may have provided the Investors at any time prior to the issuance of the Press Release and Form 8-K. Until the first anniversary of the date of this Agreement, the Company and the Investors shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Investor shall issue any such press release nor otherwise make any such public statement with respect to the transactions contemplated hereby, without the prior consent of the Company, with respect to any press release or public statement of the Investors, or without the prior consent of the applicable Investor, with respect to any press release or public statement of the Company, which consent shall not unreasonably be withheld or delayed; provided, however, that the Company shall be entitled, without the prior approval of the applicable Investor, (i) to make any press release or other public disclosure with respect to such transactions as is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system and (ii) to include in any report it files or furnishes with the SEC factual information relating to the applicable Investor, or any of its Affiliates, relating to this Agreement and the transactions contemplated hereby that was previously included in the Press Release, the Form 8-K or a press release or other public statement or disclosure consented to in accordance with this Section 5.3 without the requirement of obtaining any further consent from such Investor. Without the prior consent of any applicable Investor, the Company shall not publicly disclose the name of such Investor in any filing, announcement, release or otherwise, other than in connection with any Registration Statement covering the Private Placement Shares or unless such disclosure is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system.

Section 5.4 Use of Proceeds. The Company will utilize the proceeds from the sale of the Private Placement Shares for general corporate purposes as determined by the Company, which, for the avoidance of doubt, may include, but is not limited to, repayment of indebtedness.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Shelf Registration Statement.

(a) The Company shall use its reasonable best efforts to file, not later than (i) 30 days after the date hereof (the “**S-3 Shelf Filing Deadline**”), a Registration Statement on Form S-3 covering the resale of all of the Registrable Securities held by the Common Investors on a delayed or continuous basis (the “**Form S-3 Shelf**”), or (ii) 90 days after the date hereof (the “**S-1 Shelf Filing Deadline**” and, along with the S-3 Shelf Filing Deadline, each, a “**Filing Deadline**”), in the event that the Company is not eligible to file Form S-3 Shelf as of or prior to the S-3 Shelf Filing Deadline, a Shelf Registration Statement on Form S-1 (a “**Form S-1 Shelf**” and, along with a Form S-3 Shelf, each a “**Shelf Registration Statement**”); provided that the Company shall use its reasonable best efforts to remain qualified to file the Form S-3 Shelf. As of the date hereof, the Company is qualified to file a Form S-3 Shelf.

(b) Subject to the terms of this Agreement, including any applicable Suspension Period, the Company shall use its commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as is reasonably practicable after the filing thereof, and shall use its commercially reasonable efforts to keep such Shelf Registration Statement, or a successor Registration Statement thereto, continuously effective under the Securities Act until the date that all Registrable Securities covered by such Shelf Registration Statement have been disposed of by the Common Investors or are no longer Registrable Securities; provided that in no event shall the Company’s obligation to keep such Shelf Registration Statement effective extend beyond the three year anniversary of the date hereof. In the event the Company becomes ineligible to use the Form S-3 Shelf during the Shelf Period, the Company shall use reasonable best efforts to file a Form S-1 Shelf not later than 90 days after the date the Company becomes ineligible, and shall use its reasonable efforts to have such Shelf Registration Statement declared effective promptly (the period during which the Company shall use its reasonable efforts to keep the Shelf Registration Statement continuously effective under the Securities Act in accordance with this Section 6.1 is referred to as the “**Shelf Period**”). In the event the Company files a Form S-1 Shelf (either prior to the S-1 Shelf Filing Deadline or during the Shelf Period) and thereafter becomes eligible to use a Form S-3 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf to a Form S-3 Shelf promptly after the Company becomes so eligible.

(c) The Company shall promptly notify the Common Investors by e-mail of the effectiveness of a Shelf Registration Statement promptly after the Company telephonically confirms effectiveness with the SEC (but in no event more than two Business Days thereafter). The Company shall file a final prospectus with the SEC to the extent required by Rule 424 under the Securities Act. The “Plan of Distribution” section of such Shelf Registration Statement shall provide for customary permitted means of disposition of Registrable Securities, including agented transactions, sales directly into the market and purchases or sales by brokers. The Company shall use its reasonable best efforts to cause any Registrable Securities offered for resale pursuant to an effective Shelf Registration Statement to be listed on the New York Stock Exchange, or such other national securities exchange as the Common Stock may be listed during the time such Shelf Registration Statement is effective.

Section 6.2 Required Suspension Period.

(a) Notwithstanding any other provision of this Agreement, the Company shall have the right but not the obligation to defer the filing of (but not the preparation of) or seeking of effectiveness of, or suspend the use by the Common Investors of (including requiring the Common Investors to suspend any offerings or sales of Registrable Securities pursuant to), any Shelf Registration Statement for a period of up to 120 days:

(i) if an event occurs as a result of which the Shelf Registration Statement and any related prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Shelf Registration Statement, file a new registration statement or supplement any related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder;

(ii) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (B) would require the Company, under applicable securities Laws and other Laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or

(iii) upon issuance by the SEC of a stop order suspending the effectiveness of any Shelf Registration Statement with respect to Registrable Securities or the initiation of Legal Proceedings with respect to such Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act;

any such period contemplated by clauses (i) to (iii) of this Section 6.2(a), a "**Suspension Period**".

(b) In no event shall the Company declare a Suspension Period more than two times in any 12-month period or for more than an aggregate of 120 days in any 12-month period. The Company shall give immediate written notice to the Common Investors of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period. The Common Investors shall keep the information contained in such notice confidential subject to the same terms set forth in Section 6.5.

Section 6.3 Registration Procedures.

(a) Requirements. In connection with the Company's obligations under this Article VI, the Company shall use its commercially reasonable efforts to effect such registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall use its commercially reasonable efforts to:

(i) as promptly as reasonably practicable prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith and prospectus, and, before filing a Registration Statement or prospectus or any amendments or supplements thereto, (x) furnish to the Common Investors whose Registrable Securities are covered by such Registration Statement, copies of all documents prepared to be filed, which documents shall be subject to the review of such Common Investors and their respective counsel, (y) make such changes in such documents concerning the Common Investors prior to the filing thereof as such Common Investors, or their counsel, may reasonably request and (z) not file any Registration Statement or prospectus or amendments or supplements thereto to which the Common Investors, in such capacity, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the prospectus as may be (x) reasonably requested by any Common Investor with Registrable Securities covered by such Registration Statement, or (y) necessary to keep such Registration Statement effective for the period of time required by this Agreement, and comply with provisions of the applicable securities Laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Common Investors and (if requested) confirm such notice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable prospectus or any amendment or supplement thereto has been filed, (b) of any written comments by the SEC, or any request by the SEC or other Governmental Entity for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to, or which may affect, the registration, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any Order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, and (d) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) as promptly as reasonably practicable notify the Common Investors when the Company becomes aware of the happening of any event as a result of which such Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, when any issuer free writing prospectus (as defined in Rule 433 under the Securities Act) relating to an offer of the Registrable Securities includes information that may materially conflict with the information contained in such Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act and, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Common Investors, an amendment or supplement to such Registration Statement or prospectus, which shall correct such misstatement or omission or effect such compliance.

(b) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6.3(a)(iv), such Investor shall discontinue disposition of any Registrable Securities covered by such Registration Statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until such Investor is advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an “**Interruption Period**”) and, if requested by the Company, such Investor shall use commercially reasonable efforts to return to the Company all copies then in its possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify such Investor thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to each Investor that such Interruption Period is no longer applicable.

Section 6.4 Required Information. The Company may require each Investor to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Investor and its ownership of Registrable Securities as

is required to be included in any Registration Statement as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of such Investor if such Investor fails to furnish such information within a reasonable time after receiving such request. Each Investor agrees to furnish such information to the Company and to use commercially reasonable efforts to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. It is understood and agreed that the obligations of the Company under Article VI are conditioned on the timely provisions of the foregoing information by each Investor and, without limitation of the foregoing, will be conditioned on compliance by each Investor with the following:

(a) each Investor will, and will cause its Affiliates to, cooperate with the Company in connection with the preparation of the applicable Registration Statement and prospectus and, for so long as the Company is obligated to keep such Registration Statement effective, each Investor will and will cause its Affiliates to, provide to the Company, in writing and in a timely manner, for use in such Registration Statement (and expressly identified in writing as such), all information regarding itself and its Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such Registration Statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by such Investor and to maintain the currency and effectiveness thereof;

(b) during such time as such Investor and its Affiliates may be engaged in a distribution of the Registrable Securities, such Investor will, and will cause its Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause its Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by them solely in the manner described in the applicable Registration Statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Investor or its Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) each Investor shall, and it shall cause its Affiliates to, (i) permit the Company and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by such Investor and (ii) execute, deliver and perform under any customary agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel (which may include opinions of the in-house counsel of the Investor) and questionnaires.

Section 6.5 Confidentiality. Pending any required public disclosure by the Company and subject to applicable legal requirements and the terms of this Agreement, the Parties will maintain the confidentiality of any MNPI contained in all notices and other

communications regarding a prospective sale of securities hereunder; provided that the Company will use its reasonable best efforts to exclude any information in such notices and communications that would reasonably be expected to constitute MNPI and that is not required to be provided pursuant to this Agreement.

Section 6.6 Expenses. All expenses incurred in connection with the Company's compliance with this Article VI, including all registration and filing fees, printing expenses, the fees and expenses of the independent certified public accountants, the fees and expenses of the Company's legal counsel, transfer agent's fees, the expense of qualifying such Registrable Securities under state "Blue Sky" Laws, and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) reasonable fees and expenses of one firm of attorneys selected by the Common Investors Beneficially Owning at least a majority of the outstanding Registrable Securities, will be borne by the Company.

Section 6.7 Indemnification With Regard To Certain Securities Law Matters.

(a) Indemnification by the Company. To the extent permitted by applicable law, in the event of any registration under the Securities Act by any Registration Statement pursuant to rights granted in this Agreement of Registrable Securities, or any offering made pursuant thereto, the Company will indemnify and hold harmless each Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), and each underwriter of such securities and each other Person, if any, who controls such Investor or such underwriter within the meaning of Section 15 of the Securities Act, against any losses, claims, damages, or liabilities (including reasonable legal fees and costs of court) (collectively, "Losses"), joint or several, to which such Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates, or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading, (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus) or any free writing prospectus, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in light of the circumstances in which they were made, not misleading, or (iii) arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the

Company or any of its Subsidiaries and relating to action or inaction in connection with any such Registration Statement, disclosure document or other document or report; provided, however, that the Company shall not be liable to such Investor or its respective officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates or an underwriter or any other Person who controls such Investor or such underwriter in any such case if and to the extent that any such loss, claim, damage, or liability arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, such amendment or supplement or such prospectus), which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or such underwriter or their respective Representatives specifically for use therein. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Investor or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to such Investor.

(b) Indemnification by Investor. To the extent permitted by applicable law, each Investor separately (and not jointly or severally) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6.7(a)) the Company, its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), each underwriter of such securities, and each other Person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against any Losses, joint or several, to which the Company and such officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading or (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in the light of the circumstances under which they were made, not misleading, in the case of each of clauses (i) and (ii), if and to the extent such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or its respective Representatives specifically for use therein; provided, however, that the total amount to be indemnified by such Investor pursuant to this Section 6.7(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions)

received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. This indemnity shall be in addition to any liability each Investor may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Company.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6.7(a) or Section 6.7(b), the indemnified party will, if a resulting claim is to be made or may be made against an indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in Section 6.7(a) or Section 6.7(b), as applicable, except to the extent, if any, that the indemnifying party is actually prejudiced by the failure to give notice and then only to such extent. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense. An indemnified party shall have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party and the indemnifying party agrees as part of such authorization to pay such fees and expenses, (ii) the indemnifying party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the indemnified party and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that representation of both such indemnifying party and the indemnified party by the same counsel would be inappropriate because of an actual conflict of interest between the indemnifying party and the indemnified party, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions 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 (in addition to one local counsel for each jurisdiction, if necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for all indemnified parties with regard to all claims arising out of similar circumstances; and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or

not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation, (B) includes an admission of fault, culpability or failure to act by or on behalf of the indemnified party, (C) commits the indemnified party to take, or refrain from taking, any action or (D) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

(d) Contribution. If the indemnification required by Section 6.7(a) or Section 6.7(b), as applicable, from the indemnifying party is unavailable to or insufficient to indemnify and hold harmless an indemnified party in respect of any indemnifiable Losses as required by Section 6.7(a) or Section 6.7(b), as applicable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect (i) the relative benefit received by the indemnifying and indemnified parties from the offering of securities and (ii) if the allocation in clause (i) is not permitted by applicable Law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action, statement or omission; provided, however, that the total amount to be contributed by each Investor pursuant to this Section 6.7(d) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and each Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.7(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 6.7(d). Notwithstanding the provisions of this Section 6.7(d), no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by the indemnifying party exceeds the amount of any damages which the indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Agreement, in no event shall any indemnified party be entitled to indemnification pursuant to this Section 6.7 to the extent any Losses were attributable to such indemnified party's own Fraud, gross negligence or willful misconduct.

Section 6.8 Rules 144 and 144A and Regulation S. For so long as each Investor owns any Registrable Securities, the Company shall use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of such Investor, use commercially reasonable efforts to make publicly available such necessary public information, within the meaning of Rule 144, for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will use its commercially reasonable efforts to take such further action as such Investor may reasonably request, all to the extent required from time to time to enable such Investor to sell Registrable Securities without Registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. So long as an Investor owns any Registrable Securities, upon the written request of such Investor, the Company will deliver to such Investor a written statement as to whether it has complied with the reporting requirements of the Exchange Act.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002
Attention: Jason M. Ryan
Email: jason.ryan@centerpointenergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019

Attention: Sebastian V. Niles
DongJu Song

Email: SVNiles@wlrk.com
DSong@wlrk.com

(b) If to the Investors:

The notice address for each Investor is included on Schedule A attached hereto.

Section 7.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) each Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being transferred, and (b) each Investor may grant to a creditor or lender a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights) hereof, and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 7.2 shall be void *ab initio*. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 7.3 Prior Negotiations; Entire Agreement. This Agreement (including the exhibits and schedules to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investors, any prior agreement between the Company and any of the Investors' Affiliates) with respect to the subject matter of this Agreement; provided that the terms of the e-mail confidentiality agreement, dated May 4, 2020, between the Company, on the one hand, and Investor, on the other hand, shall survive according to the terms set forth therein.

Section 7.4 Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION

AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.4.

Section 7.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 7.6 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investors. Any amendment, restatement, modification or change effected in accordance with this Section 7.6 shall be binding upon the Investors, each transferee or future

holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 7.7 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 7.8 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to seek to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 7.9 Relationship Among Parties.

(a) Notwithstanding anything herein to the contrary, the duties and obligations of the Investors, on the one hand, and the Company, on the other hand, arising under this Agreement shall be separate (and not joint or several). In addition, no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement. The Parties acknowledge that this Agreement, the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements do not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company. The Company acknowledges and each Investor confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement with the advice of counsel and advisors.

(b) It is understood and agreed that the Investors do not have any duty of trust or confidence in any form with the Company, or any of the Company's other stakeholders and, except as expressly provided in this Agreement, there are no agreements, commitments or undertakings by, among or between any of them with respect to the subject matter hereof.

Section 7.10 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto ("Tax Forms") to determine its tax reporting and withholding obligations, if any, each Investor shall promptly provide, solely to the extent legally entitled to do so, such duly completed Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any. If any Tax

Form previously delivered expires or becomes obsolete or inaccurate in any respect, such Investor shall promptly update such Tax Form or promptly notify the Company in writing of its legal inability to do so.

Section 7.11 Survival.

(a) The representations and warranties of the Company and each Investor shall survive the Closing until the expiration of the applicable statute of limitations, and shall then expire. Notwithstanding the preceding sentence, any claim for breach of the representations and warranties of the Company and each Investor, respectively, that is brought under this Agreement shall survive the time at which it would otherwise have expired if written notice containing good-faith allegation of the inaccuracy thereof giving rise to such claim shall have been given to the other Party prior to such time.

(b) Except in the case of Fraud, the exclusive remedy for any Party and its Affiliates, for any claim arising out of an alleged breach of the representations and warranties contained herein will be to bring a claim for a breach of contract in respect of such representations and warranties, to the extent permitted under this Agreement; provided that in no event shall any Party have any liability hereunder for any exemplary, punitive or similar damages, or for any loss of future revenue, profits or income, or for damages measured as a multiple of earnings, revenue or any other performance metric, except for any such damages to the extent actually awarded by a court of competent jurisdiction and paid to a third party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder II

Name: John W. Somerhalder II

Title: Interim President and Chief Executive Officer

[Signature page to Common Stock Purchase Agreement]

INVESTORS

MFS Series Trust I - MFS Core Equity Fund

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

MFS Variable Insurance Trust II - MFS Core Equity Portfolio

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

MFS Series Trust XV - MFS Global Alternative Strategy Fund

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

[Signature page to Common Stock Purchase Agreement]

The assets of JNL/MFS Mid Cap Value Fund advised by Massachusetts Financial Services Company

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

MFS Series Trust XI - MFS Mid Cap Value Fund

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

The assets of Seasons Series Trust - Mid Cap Value Portfolio advised by Massachusetts Financial Services Company

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

[Signature page to Common Stock Purchase Agreement]

MFS Variable Insurance Trust III - MFS Mid Cap Value Portfolio

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

MFS Series Trust VI - MFS Utilities Fund

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

MFS Variable Insurance Trust - MFS Utilities Series

By: Massachusetts Financial Services Company, its investment advisor or subadvisor

By: /s/ Kevin Beatty

Name: Kevin Beatty

Title: As authorized representative and not
individually

[Signature page to Common Stock Purchase Agreement]

Schedule A

<u>Investor</u>	<u>Notice Address</u>	<u>Amount of Private Placement Shares Purchased pursuant to this Agreement</u>	<u>Purchase Price</u>
MFS Series Trust I - MFS Core Equity Fund	MFS Investment Management Attention: Christopher Frier Email: cfrier@mfs.com With a copy (which shall not constitute notice) to: MFS Investment Management Attention: Daniel Finegold Email: dfinegold@mfs.com	208,699	\$3,355,879.92
MFS Variable Insurance Trust II - MFS Core Equity Portfolio	MFS Investment Management Attention: Christopher Frier Email: cfrier@mfs.com With a copy (which shall not constitute notice) to: MFS Investment Management Attention: Daniel Finegold Email: dfinegold@mfs.com	11,576	\$ 186,142.08

MFS Series Trust XV - MFS Global Alternative Strategy Fund	MFS Investment Management Attention: Christopher Frier Email: cfrier@mfs.com With a copy (which shall not constitute notice) to: MFS Investment Management Attention: Daniel Finegold Email: dfinegold@mfs.com	1,266 \$ 20,357.28
JNL/MFS Mid Cap Value Fund	MFS Investment Management Attention: Christopher Frier Email: cfrier@mfs.com With a copy (which shall not constitute notice) to: MFS Investment Management Attention: Daniel Finegold Email: dfinegold@mfs.com	238,345 \$ 3,832,587.60
MFS Series Trust XI - MFS Mid Cap Value Fund	MFS Investment Management Attention: Christopher Frier Email: cfrier@mfs.com With a copy (which shall not constitute notice) to: MFS Investment Management Attention: Daniel Finegold Email: dfinegold@mfs.com	1,532,649 \$24,644,995.92

Seasons Series Trust - Mid Cap Value Portfolio
MFS Investment Management
Attention: Christopher Frier
Email: cfrier@mfs.com
With a copy (which shall not constitute notice) to:
MFS Investment Management
Attention: Daniel Finegold
Email: dfinegold@mfs.com
11,287 \$ 181,494.96

MFS Variable Insurance Trust III - MFS Mid Cap Value Portfolio
MFS Investment Management
Attention: Christopher Frier
Email: cfrier@mfs.com
With a copy (which shall not constitute notice) to:
MFS Investment Management
Attention: Daniel Finegold
Email: dfinegold@mfs.com
52,704 \$ 847,480.32

MFS Series Trust VI - MFS Utilities Fund
MFS Investment Management
Attention: Christopher Frier
Email: cfrier@mfs.com
With a copy (which shall not constitute notice) to:
MFS Investment Management
Attention: Daniel Finegold
Email: dfinegold@mfs.com
1,783,557 \$28,679,596.56

MFS Variable Insurance Trust - MFS
Utilities Series

MFS Investment Management
Attention: Christopher Frier
Email: cfrier@mfs.com

With a copy (which shall not constitute notice) to:

MFS Investment Management
Attention: Daniel Finegold
Email: dfinegold@mfs.com

657,518 \$10,572,889.44

Total

4,497,601 \$72,321,424.08

COMMON STOCK PURCHASE AGREEMENT

BY AND AMONG

CENTERPOINT ENERGY, INC.

AND

EACH INVESTOR IDENTIFIED ON SCHEDULE A HERETO

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
Section 1.2 Construction	5
ARTICLE II PRIVATE PLACEMENT	6
Section 2.1 The Private Placement	6
Section 2.2 Funding	6
Section 2.3 Closing	6
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	7
Section 3.1 Organization and Qualification	7
Section 3.2 Capitalization	7
Section 3.3 Authorization, Execution and Delivery	8
Section 3.4 No Conflict	8
Section 3.5 Issuance; Valid Issuance	9
Section 3.6 Compliance with SEC Filings	9
Section 3.7 No Other Representations or Warranties	9
Section 3.8 No Other Investor Representations or Warranties	10
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR	10
Section 4.1 Organization, Authority, Execution and Delivery	10
Section 4.2 No Conflict	10
Section 4.3 No Registration	11
Section 4.4 Purchasing Intent	11
Section 4.5 Sophistication; Investigation	11
Section 4.6 No Broker's Fees	12
Section 4.7 No Other Company Representations or Warranties	12
Section 4.8 No Other Investor Representations or Warranties	13
ARTICLE V ADDITIONAL COVENANTS	13
Section 5.1 Blue Sky	13
Section 5.2 Legends	13
Section 5.3 Publicity	14
Section 5.4 Use of Proceeds	14
ARTICLE VI REGISTRATION RIGHTS	14
Section 6.1 Shelf Registration Statement	14
Section 6.2 Required Suspension Period	15
Section 6.3 Registration Procedures	16
Section 6.4 Required Information	18
Section 6.5 Confidentiality	19
Section 6.6 Expenses	19
Section 6.7 Indemnification With Regard To Certain Securities Law Matters	20
Section 6.8 Rules 144 and 144A and Regulation S	23

ARTICLE VII GENERAL PROVISIONS

Section 7.1	Notices	24
Section 7.2	Assignment; Third Party Beneficiaries	25
Section 7.3	Prior Negotiations; Entire Agreement	25
Section 7.4	Governing Law; Venue; Waiver of Jury Trial	25
Section 7.5	Counterparts	26
Section 7.6	Waivers and Amendments; Rights Cumulative; Consent	26
Section 7.7	Headings	26
Section 7.8	Specific Performance	27
Section 7.9	Relationship Among Parties	27
Section 7.10	Tax Forms	27
Section 7.11	Survival	27

SCHEDULES AND EXHIBITS

Schedule A List of Investors and Notice Addresses

COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the "**Company**"), on the one hand, and each investor identified on Schedule A hereto (each, an "**Investor**", and together, the "**Investors**"), on the other hand. The Company and the Investors are referred to herein, individually, as a "**Party**," and, collectively, as the "**Parties**." Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Board of Directors of the Company (the "**Board**") has deemed it advisable and has authorized the issuance and sale of common stock, par value \$0.01 per share, of the Company (the "**Common Stock**"), to the Common Investors (as defined below), with each Investor receiving the number of shares of Common Stock set forth across from its name on Schedule A (the "**Private Placement Shares**");

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Common Stock Purchase Agreements, dated on the date hereof (the "**Other Common Stock Purchase Agreements**"), between the Company and certain investors identified therein (together with the Investors, the "**Common Investors**"), providing for the concurrent purchase of shares of Common Stock, with such Other Common Stock Purchase Agreements and the transactions contemplated thereby having substantially identical terms as are set forth herein;

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Preferred Stock Purchase Agreements, each dated on the date hereof (the "**Preferred Stock Purchase Agreements**"), in each case, between the Company and certain investors identified therein providing for the concurrent purchase of shares of the Company's Series C Mandatory Convertible Preferred Stock, with a par value of \$0.01 per share on the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the consummation of the Closing (as defined below), the Company is intending to consummate the transactions contemplated by the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements;

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding,

(x) in respect of each Investor, any portfolio operating company (as such term is understood in the private equity industry) of such Investor or its Affiliates and (y) in respect of the Company, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries for the purposes of Article III. “**Affiliated**” has a correlative meaning.

“**Agreement**” has the meaning set forth in the Preamble.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Authorized Preferred Stock**” has the meaning set forth in Section 3.2(a).

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Capitalization Date**” has the meaning set forth in Section 3.2(a).

“**Closing**” has the meaning set forth in Section 2.3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Investors**” has the meaning set forth in the Recitals.

“**Company SEC Documents**” has the meaning set forth in Section 3.6.

“**Common Stock**” has the meaning set forth in the Recitals.

“**Company**” has the meaning set forth in the Preamble.

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form 8-K**” has the meaning set forth in [Section 5.3](#).

“**Form S-1 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form S-3 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Fraud**” means common law fraud; provided, however, that the term “Fraud” does not include the doctrine of constructive or equitable fraud.

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**Interruption Period**” has the meaning set forth in [Section 6.3\(c\)](#).

“**Investor**” has the meaning set forth in the Preamble.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Legal Proceedings**” means any legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, notices of noncompliance or violations, or proceedings.

“**Legend**” has the meaning set forth in [Section 5.2](#).

“**Lien**” means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, preemptive or subscription right, conditional sale or other title retention agreement, defect in title, lien or judicial lien or other restrictions of a similar kind.

“**Losses**” has the meaning set forth in [Section 6.7\(a\)](#).

“**MNPI**” has the meaning set forth in [Section 4.6\(c\)](#).

“**Order**” means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity.

“**Other Common Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Party**” and “**Parties**” have the meanings set forth in the Preamble.

“**Person**” means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

“**Preferred Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Press Release**” has the meaning set forth in [Section 5.3](#).

“**Private Placement**” means the purchase by the Investors of the Private Placement Shares for the Purchase Amount on the terms reflected in this Agreement.

“**Private Placement Shares**” has the meaning set forth in the Recitals.

“**Purchase Amount**” means the aggregate purchase price for the Private Placement Shares set forth in [Schedule A](#).

“**Registrable Securities**” means the Private Placement Shares; provided that any such shares shall cease to constitute “Registrable Securities” upon the earliest to occur of (i) the date on which such shares are disposed of pursuant to an effective Registration Statement under the Securities Act or pursuant to Rule 144 (or any similar provisions then in force) of the Securities Act, (ii) the date on which such shares cease to be outstanding, (iii) the date on which such shares have been transferred in a transaction in which the Investors’ rights under this Agreement are not assigned in accordance with the terms of this Agreement to the transferee of such shares, (iv) that date that such shares are freely saleable under Rule 144 (or any similar provisions then in force), and (v) the third anniversary of the date hereof.

“**Registration**” means registration under the Securities Act of the offer and sale to the public of any Registrable Securities under a Registration Statement. The terms “**register**”, “**registered**” and “**registering**” shall have correlative meanings.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided that the term “Registration Statement” shall not include a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor form thereto.

“**Representatives**” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“**S-1 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**S-3 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Shelf Period**” has the meaning set forth in Section 6.1(b).

“**Shelf Registration Statement**” has the meaning set forth in Section 6.1(a).

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than 50% of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies; provided, that for the purposes of Article III, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries shall not be deemed Subsidiaries of the Company.

“**Suspension Period**” has the meaning set forth in Section 6.2(a).

“**Taxes**” means any and all taxes, assessments, duties, levies or other similar charges imposed by a Governmental Entity, including any and all federal, state, local and foreign income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, together with any additions to tax, penalties and interest imposed by any Governmental Entity in respect thereof.

“**Tax Forms**” has the meaning set forth in Section 7.10.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:(a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;

(b) references to “writing” or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;

(g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

PRIVATE PLACEMENT

Section 2.1 The Private Placement. On and subject to the terms and conditions hereof, each Investor agrees to purchase, severally and not jointly, and the Company agrees to issue and sell to each Investor, on the date hereof for its respective portion of the Purchase Amount, the Private Placement Shares set forth on Schedule A, free and clear of any Liens or other restrictions on transfer (other than applicable federal and state securities Law restrictions). The offer and sale of the Private Placement Shares purchased by each Investor pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act.

Section 2.2 Funding. As promptly as practicable following the execution and delivery hereof, and subject to the issuance of the Private Placement Shares as contemplated by Section 2.3(b), each Investor shall deliver and pay the Purchase Amount for the Private Placement shares being purchased by it as set forth on Schedule A by wire transfer of immediately available funds in U.S. dollars into the bank account designated by the Company in satisfaction of such Investor’s obligation to purchase the Private Placement Shares, which wire transfers shall in any event be initiated no later than 9:00 a.m. Eastern Time on May 7, 2020.

Section 2.3 Closing.

(a) The closing of the Private Placement (the “**Closing**”) shall take place by electronic exchange of documents, or by such other method as shall be agreed to by the Parties, on the date hereof.

(b) At the Closing, issuance of the Private Placement Shares will be made by the Company to each Investor against payment of the Purchase Amount. The Private

Placement Shares to be delivered pursuant to this Section 2.3(b) shall be represented by physical certificates to the extent that such Private Placement Shares are in certificate form, and to the extent that such Private Placement Shares are not in certificate form, evidence of book-entry transfer of such Shares, which shall be delivered to such Investor immediately following the Closing. Notwithstanding anything to the contrary in this Agreement, all Private Placement Shares deliverable pursuant to this Agreement will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery ("Transfer Taxes") duly paid by the Company.

(c) Each Investor and the Company, respectively, will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement or the Common Stock any withholding Taxes or other amounts required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and timely paid over to the applicable Governmental Entity, such amounts will be treated for all purposes of this Agreement or the Common Stock, respectively, as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents (excluding in each case any disclosures set forth in the risk factors or "forward-looking statements" section of such Company SEC Documents, and any other disclosures included therein to the extent they are predictive or forward-looking in nature), the Company hereby represents and warrants to the Investors (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 3.1 Organization and Qualification. The Company has been incorporated and is validly existing as a corporation in good standing under the Laws of the State of Texas, has the corporate power and authority to own, lease or operate its property and to conduct its business in which it is currently engaged and presently proposes to engage and is qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any such failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.2 Capitalization.

(a) The authorized stock of the Company consists of 1,000,000,000 shares of Common Stock and 20,000,000 shares of preferred stock, \$0.01 par value ("Authorized Preferred Stock"). As of March 31, 2020 (the "**Capitalization Date**"), (i) 502,647,495 shares of Common Stock were issued and outstanding (which, for the avoidance of doubt, includes the 166 shares of Common Stock held in treasury), (ii) 166 shares of Common Stock were held in treasury, (iii) 2,567,074 shares of Common Stock were issuable in respect of settlement of any

outstanding awards of restricted share units, phantom shares, restricted stock or similar equity awards with respect to shares of Common Stock, and (iv) of the Authorized Preferred Stock, (A) 800,000 shares of Series A Preferred Stock, \$0.01 par value per share, were issued and outstanding, and (B) 977,500 shares of Series B Preferred Stock, \$0.01 par value per share were issued and outstanding.

(b) As of the Capitalization Date, except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements or with respect to securities issued or issuable under existing equity compensation plans of the Company or the satisfaction of Tax withholding with respect to the exercise of stock options or the vesting of awards of restricted share units, phantom shares, restricted stock or similar equity awards of the Company, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other contracts relating to the issuance or repurchase of capital stock, or other equity interests of the Company to which the Company is a party, or by which it is bound, obligating the Company to (A) issue, transfer or sell or cause to be issued, transferred or sold, any shares of capital stock or other equity interests of the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares of capital stock or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or contract, or (C) redeem or otherwise acquire any number of such shares of capital stock or other equity interests.

(c) Except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements, there are no voting trusts or other contracts to which the Company is a party with respect to voting or registration of the capital stock or other equity interests of the Company.

Section 3.3 Authorization, Execution and Delivery. The Company has requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Private Placement and the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Private Placement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the Private Placement. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investors, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 3.4 No Conflict. Neither the offer and sale of the Private Placement Shares nor the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement or the transactions contemplated hereby will conflict with, result in a violation of or default under, or the imposition of any Lien upon any property or assets of the Company or any of its Subsidiaries pursuant to the Articles of Incorporation or other organizational documents, each as amended, of the Company or any Subsidiary of the Company.

Section 3.5 Issuance; Valid Issuance. The Private Placement Shares to be issued in connection with the consummation of the Private Placement and pursuant to the terms of this Agreement will, when issued and delivered on the date hereof, be duly authorized by all necessary corporate action on the part of the Company and validly issued and shall be fully paid and non-assessable, and such Common Stock and Private Placement Shares will be free and clear of all Transfer Taxes and Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law). Assuming the accuracy of the representations and warranties of the Investors set forth in Article IV, the issuance and sale of such Common Stock and Private Placement Shares to the Investors in the manner contemplated by this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.6 Compliance with SEC Filings. The Company has filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2018 (all such documents together with all other forms, documents and reports filed or furnished by the Company with the SEC, including the exhibits thereto and documents incorporated by reference therein, and together with the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2020 in substantially the form and substance provided to the Investors prior to the execution and delivery of this Agreement, the "Company SEC Documents"). As of their respective SEC filing dates or, if amended, as of the date of such amendment, the Company SEC Documents complied in all material respects with the requirements of the Securities Act, Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and the applicable rules and regulations promulgated thereunder, and none of the Company SEC Documents of such respective dates (or, if amended prior to the date hereof, the date of the filing of such amendment, with respect to the disclosures that are amended) included any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.7 No Other Representations or Warranties. Except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Private Placement Shares, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to each Investor or any of its Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and such Investor acknowledges the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person makes or has made any express or implied representation or warranty to any Investor or any of its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to such Investor or any of its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Private Placement or any other transactions or potential transactions involving the Company and such Investor.

Section 3.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that no Investor nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to each Investor or any of its Affiliates or Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

Each Investor hereby represents and warrants, severally and not jointly, to the Company (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 4.1 Organization, Authority, Execution and Delivery. Each Investor (a) is a legal entity organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization, (b) has the requisite power and authority (corporate or otherwise) to enter into this Agreement, perform its obligations under this Agreement and to consummate the Private Placement, (c) has the authority to execute and deliver this Agreement and no other corporate proceedings on the part of such Investor are necessary to authorizing the Private Placement and (d) has duly and validly executed and delivered this Agreement. Assuming due authorization, execution and delivery hereof and thereof by the Company, this Agreement constitutes the legal, valid and binding agreement of such Investor, enforceable against such Investor in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 4.2 No Conflict. The execution and delivery by each Investor of this Agreement, the compliance by such Investor with all of the provisions hereof and the consummation of the transactions contemplated herein will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable organizational documents) of such Investor.

Section 4.3 No Registration. Each Investor understands that (a) the Private Placement Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto and (b) the foregoing Private Placement Shares cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 4.4 Purchasing Intent. Each Investor is acquiring the Private Placement Shares for its own account or accounts or funds over which it holds voting and/or dispositive discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resell in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Investor has no present intention of selling, granting or transferring any other participation in, or otherwise distributing any of the Private Placement Shares, except in compliance with applicable securities Laws and subject to compliance with the provisions hereof.

Section 4.5 Sophistication; Investigation.

(a) Each Investor acknowledges that the Private Placement Shares have not been registered under the Securities Act or under any state or other applicable securities laws. Each Investor (i) acknowledges that it is acquiring the Private Placement Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (ii) is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters in investments of this type such that it is capable of evaluating the merits and risks of its investment in the Private Placement Shares and of making an informed investment decision and (iii) (1) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Private Placement Shares and (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access. Each Investor has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Private Placement Shares, and to protect its own interest in connection with such investment. Each Investor is an "accredited investor" within the meaning of Rule 501(a) of the Securities Act and/or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act. Each Investor understands and is able to bear any economic risks associated with its investment in the Private Placement Shares (including the necessity of holding such shares for an indefinite period of time and including an entire loss of its investment in the Private Placement Shares). Each Investor hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and such Investor has independently evaluated the merits and risks of its decision to enter into this Agreement, is consummating the transactions contemplated by this Agreement with a full understanding, based exclusively on its own independent review, investigation and analysis, of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks, and disclaims reliance on any representations or warranties (except for the representations and warranties expressly set forth in Article III), either expressed or implied, by or on behalf of the Company.

(b) Each Investor acknowledges and understands that the Company has not been requested to provide, and has not provided, such Investor with any advice with respect to the Private Placement Shares, and such advice is neither necessary nor desired. Each Investor agrees that it is not relying on any investigation of any advisor to the Company and any advisor to the Company shall have no liability to such Investor in connection with the Private Placement for Shares.

(c) Each Investor acknowledges and understands that (i) the Company and its advisors may possess material nonpublic information (“**MNPI**”) regarding the Company or its Subsidiaries not known to such Investor that may impact the value of the Private Placement Shares and (ii) the Company is not disclosing such information to such Investor at such Investor’s request. Each Investor understands, based on its experience, the disadvantage to which such Investor is subject due to the disparity of information between the Company and its advisors, on the one hand and such Investor on the other hand. Notwithstanding such disparity, each Investor has deemed it appropriate to enter into this Agreement and to consummate transactions contemplated hereby. Accordingly, except in the case of Fraud, each Investor agrees that the Company and its advisors shall have no liability to such Investor whatsoever due to or in connection with the Company’s use or non-disclosure of MNPI regarding the Company not known to such Investor.

Section 4.6 No Broker’s Fees. Each Investor is not a party to any Contract with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder’s fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares or payment of the Purchase Amount.

Section 4.7 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III, each Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person (including Moelis & Company LLC), (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to such Investor or any of its Representatives or any information developed by such Investor or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article III, will have or be subject to any liability or indemnification obligation to such Investor resulting from the delivery, dissemination or any other distribution to such Investor or any of its Representatives, or the use by such Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to such Investor or any of its Representatives, including in due diligence materials, “data rooms” or management presentations (formal or informal), in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. Each Investor, on behalf of itself and on behalf of its Affiliates, expressly waives any such claim relating to the foregoing matters.

Section 4.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither the Investors nor any other Person on their behalf has made or is making any other express or implied representation or warranty.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1 Blue Sky. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Private Placement Shares to the Investors pursuant to this Agreement under applicable securities and “Blue Sky” Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Investors on the date hereof. The Company shall timely make all filings and reports relating to the offer and sale of the Private Placement Shares issued hereunder required under applicable securities and “Blue Sky” Laws of the states of the United States following the date hereof. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.1.

Section 5.2 Legends. Each certificate evidencing securities issued hereunder and each certificate issued in exchange for or upon the transfer of any such securities, shall be stamped or otherwise imprinted with a legend (the “Legend”) in substantially the following form:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER.”

In the event that any such securities are uncertificated, such securities shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Company or agent and the term “Legend” shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such securities (or the securities register or other appropriate Company records, in the case of uncertificated securities), upon the Investors’ request, at any time after the restrictions described in the Legend cease to be applicable, including when such securities may be sold under Rule 144 of the Securities Act and under this Agreement. The Company may reasonably request such opinions of counsel, including the opinion of in-house counsel of each Investor, certificates or other evidence reasonably satisfactory to the Company that such restrictions no longer apply as a condition to removing the Legend.

Section 5.3 **Publicity.** At or before 9:00 a.m., New York City time, on the Business Day immediately following the date hereof, the Company shall issue a press release (the “**Press Release**”) and shall file a Current Report on Form 8-K, in the form required by the Exchange Act (the “**Form 8-K**”) announcing the entry into this Agreement, disclosing all material terms of the transactions contemplated hereby and any other MNPI that the Company may have provided the Investors at any time prior to the issuance of the Press Release and Form 8-K. Until the first anniversary of the date of this Agreement, the Company and the Investors shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Investor shall issue any such press release nor otherwise make any such public statement with respect to the transactions contemplated hereby, without the prior consent of the Company, with respect to any press release or public statement of the Investors, or without the prior consent of the applicable Investor, with respect to any press release or public statement of the Company, which consent shall not unreasonably be withheld or delayed; provided, however, that the Company shall be entitled, without the prior approval of the applicable Investor, (i) to make any press release or other public disclosure with respect to such transactions as is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system and (ii) to include in any report it files or furnishes with the SEC factual information relating to the applicable Investor, or any of its Affiliates, relating to this Agreement and the transactions contemplated hereby that was previously included in the Press Release, the Form 8-K or a press release or other public statement or disclosure consented to in accordance with this Section 5.3 without the requirement of obtaining any further consent from such Investor. Without the prior consent of any applicable Investor, the Company shall not publicly disclose the name of such Investor in any filing, announcement, release or otherwise, other than in connection with any Registration Statement covering the Private Placement Shares or unless such disclosure is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system.

Section 5.4 **Use of Proceeds.** The Company will utilize the proceeds from the sale of the Private Placement Shares for general corporate purposes as determined by the Company, which, for the avoidance of doubt, may include, but is not limited to, repayment of indebtedness.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Shelf Registration Statement.

(a) The Company shall use its reasonable best efforts to file, not later than (i) 30 days after the date hereof (the “**S-3 Shelf Filing Deadline**”), a Registration Statement on Form S-3 covering the resale of all of the Registrable Securities held by the Common Investors on a delayed or continuous basis (the “**Form S-3 Shelf**”), or (ii) 90 days after the date hereof (the “**S-1 Shelf Filing Deadline**”) and, along with the S-3 Shelf Filing Deadline, each, a “**Filing**”

Deadline”), in the event that the Company is not eligible to file Form S-3 Shelf as of or prior to the S-3 Shelf Filing Deadline, a Shelf Registration Statement on Form S-1 (a “**Form S-1 Shelf**” and, along with a Form S-3 Shelf, each a “**Shelf Registration Statement**”); provided that the Company shall use its reasonable best efforts to remain qualified to file the Form S-3 Shelf. As of the date hereof, the Company is qualified to file a Form S-3 Shelf.

(b) Subject to the terms of this Agreement, including any applicable Suspension Period, the Company shall use its commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as is reasonably practicable after the filing thereof, and shall use its commercially reasonable efforts to keep such Shelf Registration Statement, or a successor Registration Statement thereto, continuously effective under the Securities Act until the date that all Registrable Securities covered by such Shelf Registration Statement have been disposed of by the Common Investors or are no longer Registrable Securities; provided that in no event shall the Company’s obligation to keep such Shelf Registration Statement effective extend beyond the three year anniversary of the date hereof. In the event the Company becomes ineligible to use the Form S-3 Shelf during the Shelf Period, the Company shall use reasonable best efforts to file a Form S-1 Shelf not later than 90 days after the date the Company becomes ineligible, and shall use its reasonable efforts to have such Shelf Registration Statement declared effective promptly (the period during which the Company shall use its reasonable efforts to keep the Shelf Registration Statement continuously effective under the Securities Act in accordance with this Section 6.1 is referred to as the “**Shelf Period**”). In the event the Company files a Form S-1 Shelf (either prior to the S-1 Shelf Filing Deadline or during the Shelf Period) and thereafter becomes eligible to use a Form S-3 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf to a Form S-3 Shelf promptly after the Company becomes so eligible.

(c) The Company shall promptly notify the Common Investors by e-mail of the effectiveness of a Shelf Registration Statement promptly after the Company telephonically confirms effectiveness with the SEC (but in no event more than two Business Days thereafter). The Company shall file a final prospectus with the SEC to the extent required by Rule 424 under the Securities Act. The “Plan of Distribution” section of such Shelf Registration Statement shall provide for customary permitted means of disposition of Registrable Securities, including agented transactions, sales directly into the market and purchases or sales by brokers. The Company shall use its reasonable best efforts to cause any Registrable Securities offered for resale pursuant to an effective Shelf Registration Statement to be listed on the New York Stock Exchange, or such other national securities exchange as the Common Stock may be listed during the time such Shelf Registration Statement is effective.

Section 6.2 Required Suspension Period.

(a) Notwithstanding any other provision of this Agreement, the Company shall have the right but not the obligation to defer the filing of (but not the preparation of) or seeking of effectiveness of, or suspend the use by the Common Investors of (including requiring the Common Investors to suspend any offerings or sales of Registrable Securities pursuant to), any Shelf Registration Statement for a period of up to 120 days:

(i) if an event occurs as a result of which the Shelf Registration Statement and any related prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Shelf Registration Statement, file a new registration statement or supplement any related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder;

(ii) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (B) would require the Company, under applicable securities Laws and other Laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or

(iii) upon issuance by the SEC of a stop order suspending the effectiveness of any Shelf Registration Statement with respect to Registrable Securities or the initiation of Legal Proceedings with respect to such Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act;

any such period contemplated by clauses (i) to (iii) of this Section 6.2(a), a "**Suspension Period**".

(b) In no event shall the Company declare a Suspension Period more than two times in any 12-month period or for more than an aggregate of 120 days in any 12-month period. The Company shall give immediate written notice to the Common Investors of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period. The Common Investors shall keep the information contained in such notice confidential subject to the same terms set forth in Section 6.5.

Section 6.3 Registration Procedures.

(a) Requirements. In connection with the Company's obligations under this Article VI, the Company shall use its commercially reasonable efforts to effect such registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall use its commercially reasonable efforts to:

(i) as promptly as reasonably practicable prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith and prospectus, and, before filing a Registration Statement or prospectus or any amendments or supplements thereto,

(x) furnish to the Common Investors whose Registrable Securities are covered by such Registration Statement, copies of all documents prepared to be filed, which documents shall be subject to the review of such Common Investors and their respective counsel, (y) make such changes in such documents concerning the Common Investors prior to the filing thereof as such Common Investors, or their counsel, may reasonably request and (z) not file any Registration Statement or prospectus or amendments or supplements thereto to which the Common Investors, in such capacity, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the prospectus as may be (x) reasonably requested by any Common Investor with Registrable Securities covered by such Registration Statement, or (y) necessary to keep such Registration Statement effective for the period of time required by this Agreement, and comply with provisions of the applicable securities Laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Common Investors and (if requested) confirm such notice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable prospectus or any amendment or supplement thereto has been filed, (b) of any written comments by the SEC, or any request by the SEC or other Governmental Entity for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to, or which may affect, the registration, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any Order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, and (d) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) as promptly as reasonably practicable notify the Common Investors when the Company becomes aware of the happening of any event as a result of which such Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, when any issuer free writing prospectus (as defined in Rule 433 under the Securities Act)

relating to an offer of the Registrable Securities includes information that may materially conflict with the information contained in such Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act and, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Common Investors, an amendment or supplement to such Registration Statement or prospectus, which shall correct such misstatement or omission or effect such compliance.

(b) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6.3(a)(iv), such Investor shall discontinue disposition of any Registrable Securities covered by such Registration Statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until such Investor is advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an “**Interruption Period**”) and, if requested by the Company, such Investor shall use commercially reasonable efforts to return to the Company all copies then in its possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify such Investor thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to each Investor that such Interruption Period is no longer applicable.

Section 6.4 Required Information. The Company may require each Investor to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Investor and its ownership of Registrable Securities as is required to be included in any Registration Statement as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of such Investor if such Investor fails to furnish such information within a reasonable time after receiving such request. Each Investor agrees to furnish such information to the Company and to use commercially reasonable efforts to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. It is understood and agreed that the obligations of the Company under

Article VI are conditioned on the timely provisions of the foregoing information by each Investor and, without limitation of the foregoing, will be conditioned on compliance by each Investor with the following:

(a) each Investor will, and will cause its Affiliates to, cooperate with the Company in connection with the preparation of the applicable Registration Statement and prospectus and, for so long as the Company is obligated to keep such Registration Statement effective, each Investor will and will cause its Affiliates to, provide to the Company, in writing and in a timely manner, for use in such Registration Statement (and expressly identified in writing as such), all information regarding itself and its Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such Registration Statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by such Investor and to maintain the currency and effectiveness thereof;

(b) during such time as such Investor and its Affiliates may be engaged in a distribution of the Registrable Securities, such Investor will, and will cause its Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause its Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by them solely in the manner described in the applicable Registration Statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Investor or its Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) each Investor shall, and it shall cause its Affiliates to, (i) permit the Company and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by such Investor and (ii) execute, deliver and perform under any customary agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel (which may include opinions of the in-house counsel of the Investor) and questionnaires.

Section 6.5 Confidentiality. Pending any required public disclosure by the Company and subject to applicable legal requirements and the terms of this Agreement, the Parties will maintain the confidentiality of any MNPI contained in all notices and other communications regarding a prospective sale of securities hereunder; provided that the Company will use its reasonable best efforts to exclude any information in such notices and communications that would reasonably be expected to constitute MNPI and that is not required to be provided pursuant to this Agreement.

Section 6.6 Expenses. All expenses incurred in connection with the Company's compliance with this Article VI, including all registration and filing fees, printing expenses, the fees and expenses of the independent certified public accountants, the fees and expenses of the Company's legal counsel, transfer agent's fees, the expense of qualifying such Registrable Securities under state "Blue Sky" Laws, and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) reasonable fees and expenses of one firm of attorneys selected by the Common Investors Beneficially Owning at least a majority of the outstanding Registrable Securities, will be borne by the Company.

(a) Indemnification by the Company. To the extent permitted by applicable law, in the event of any registration under the Securities Act by any Registration Statement pursuant to rights granted in this Agreement of Registrable Securities, or any offering made pursuant thereto, the Company will indemnify and hold harmless each Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), and each underwriter of such securities and each other Person, if any, who controls such Investor or such underwriter within the meaning of Section 15 of the Securities Act, against any losses, claims, damages, or liabilities (including reasonable legal fees and costs of court) (collectively, "**Losses**"), joint or several, to which such Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates, or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading, (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus) or any free writing prospectus, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in light of the circumstances in which they were made, not misleading, or (iii) arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Company or any of its Subsidiaries and relating to action or inaction in connection with any such Registration Statement, disclosure document or other document or report; provided, however, that the Company shall not be liable to such Investor or its respective officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates or an underwriter or any other Person who controls such Investor or such underwriter in any such case if and to the extent that any such loss, claim, damage, or liability arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, such amendment or supplement or such prospectus), which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or such underwriter or their respective Representatives specifically for use therein. This

indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Investor or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to such Investor.

(b) Indemnification by Investor. To the extent permitted by applicable law, each Investor separately (and not jointly or severally) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6.7(a)) the Company, its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), each underwriter of such securities, and each other Person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against any Losses, joint or several, to which the Company and such officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading or (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in the light of the circumstances under which they were made, not misleading, in the case of each of clauses (i) and (ii), if and to the extent such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or its respective Representatives specifically for use therein; provided, however, that the total amount to be indemnified by such Investor pursuant to this Section 6.7(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. This indemnity shall be in addition to any liability each Investor may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Company.

(c) **Indemnification Procedures.** Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6.7(a) or Section 6.7(b), the indemnified party will, if a resulting claim is to be made or may be made against an indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in Section 6.7(a) or Section 6.7(b), as applicable, except to the extent, if any, that the indemnifying party is actually prejudiced by the failure to give notice and then only to such extent. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense. An indemnified party shall have the right to employ separate counsel in any action or proceeding and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party and the indemnifying party agrees as part of such authorization to pay such fees and expenses, (ii) the indemnifying party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the indemnified party and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that representation of both such indemnifying party and the indemnified party by the same counsel would be inappropriate because of an actual conflict of interest between the indemnifying party and the indemnified party, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions 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 (in addition to one local counsel for each jurisdiction, if necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for all indemnified parties with regard to all claims arising out of similar circumstances; and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation, (B) includes an admission of fault, culpability or failure to act by or on behalf of the indemnified party, (C) commits the indemnified party to take, or refrain from taking, any action or (D) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

(d) Contribution. If the indemnification required by Section 6.7(a) or Section 6.7(b), as applicable, from the indemnifying party is unavailable to or insufficient to indemnify and hold harmless an indemnified party in respect of any indemnifiable Losses as required by Section 6.7(a) or Section 6.7(b), as applicable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect (i) the relative benefit received by the indemnifying and indemnified parties from the offering of securities and (ii) if the allocation in clause (i) is not permitted by applicable Law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action, statement or omission; provided, however, that the total amount to be contributed by each Investor pursuant to this Section 6.7(d) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and each Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.7(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 6.7(d). Notwithstanding the provisions of this Section 6.7(d), no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by the indemnifying party exceeds the amount of any damages which the indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Agreement, in no event shall any indemnified party be entitled to indemnification pursuant to this Section 6.7 to the extent any Losses were attributable to such indemnified party's own Fraud, gross negligence or willful misconduct.

Section 6.8 Rules 144 and 144A and Regulation S. For so long as each Investor owns any Registrable Securities, the Company shall use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required

to file such reports, it will, upon the request of such Investor, use commercially reasonable efforts to make publicly available such necessary public information, within the meaning of Rule 144, for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will use its commercially reasonable efforts to take such further action as such Investor may reasonably request, all to the extent required from time to time to enable such Investor to sell Registrable Securities without Registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. So long as an Investor owns any Registrable Securities, upon the written request of such Investor, the Company will deliver to such Investor a written statement as to whether it has complied with the reporting requirements of the Exchange Act.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company:

CenterPoint Energy, Inc. 1111 Louisiana
Houston, Texas 77002
Attention: Jason M. Ryan
Email: jason.ryan@centerpointenergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019

Attention: Sabastian V. Niles
DongJu Song

Email: SVNiles@wlrk.com
DSong@wlrk.com

(b) If to the Investors:

The notice address for each Investor is included on Schedule A attached hereto.

Section 7.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) each Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being transferred, and (b) each Investor may grant to a creditor or lender a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights) hereof, and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 7.2 shall be void *ab initio*. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 7.3 Prior Negotiations; Entire Agreement. This Agreement (including the exhibits and schedules to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investors, any prior agreement between the Company and any of the Investors' Affiliates) with respect to the subject matter of this Agreement; provided that the terms of the e-mail confidentiality agreement, dated May 4, 2020, between the Company, on the one hand, and Investor, on the other hand, shall survive according to the terms set forth therein.

Section 7.4 Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND

UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.4.

Section 7.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 7.6 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investors. Any amendment, restatement, modification or change effected in accordance with this Section 7.6 shall be binding upon the Investors, each transferee or future holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 7.7 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 7.8 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to seek to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 7.9 Relationship Among Parties.

(a) Notwithstanding anything herein to the contrary, the duties and obligations of the Investors, on the one hand, and the Company, on the other hand, arising under this Agreement shall be separate (and not joint or several). In addition, no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement. The Parties acknowledge that this Agreement, the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements do not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company. The Company acknowledges and each Investor confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement with the advice of counsel and advisors.

(b) It is understood and agreed that the Investors do not have any duty of trust or confidence in any form with the Company, or any of the Company's other stakeholders and, except as expressly provided in this Agreement, there are no agreements, commitments or undertakings by, among or between any of them with respect to the subject matter hereof.

Section 7.10 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto ("**Tax Forms**") to determine its tax reporting and withholding obligations, if any, each Investor shall promptly provide, solely to the extent legally entitled to do so, such duly completed Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any. If any Tax Form previously delivered expires or becomes obsolete or inaccurate in any respect, such Investor shall promptly update such Tax Form or promptly notify the Company in writing of its legal inability to do so.

Section 7.11 Survival.

(a) The representations and warranties of the Company and each Investor shall survive the Closing until the expiration of the applicable statute of limitations, and shall then expire. Notwithstanding the preceding sentence, any claim for breach of the representations and warranties of the Company and each Investor, respectively, that is brought under this

Agreement shall survive the time at which it would otherwise have expired if written notice containing good-faith allegation of the inaccuracy thereof giving rise to such claim shall have been given to the other Party prior to such time.

(b) Except in the case of Fraud, the exclusive remedy for any Party and its Affiliates, for any claim arising out of an alleged breach of the representations and warranties contained herein will be to bring a claim for a breach of contract in respect of such representations and warranties, to the extent permitted under this Agreement; provided that in no event shall any Party have any liability hereunder for any exemplary, punitive or similar damages, or for any loss of future revenue, profits or income, or for damages measured as a multiple of earnings, revenue or any other performance metric, except for any such damages to the extent actually awarded by a court of competent jurisdiction and paid to a third party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder II

Name: John W. Somerhalder II

Title: Interim President and Chief Executive Officer

[Signature page to Common Stock Purchase Agreement]

Fidelity Select Portfolios: Utilities Portfolio

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

**Fidelity Central Investment Portfolios LLC: Fidelity
Utilities Central Fund**

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

**Fidelity Advisor Series VII: Fidelity Advisor Utilities
Fund**

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

Variable Insurance Products Fund IV: Utilities Portfolio

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

[Signature page to Common Stock Purchase Agreement]

**Strategic Advisers Fidelity U.S. Total Stock Fund -
.FIAM Sector Managed - Utilities Sub**

By: FIAM LLC as investment manager

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

**Strategic Advisers Core Fund - FIAM Sector Managed
Utilities Sub**

By: FIAM LLC as investment manager

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

**Fidelity Puritan Trust: Fidelity Balanced Fund -Utilities
Sub**

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

**Variable Insurance Products Fund III: Balanced
Portfolio - Utilities Sub**

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

[Signature page to Common Stock Purchase Agreement]

Fidelity Advisor Series I: Fidelity Advisor Balanced Fund - Utilities Sub

By: /s/ Chris Maher
Name: Chris Maher
Title: Deputy Treasurer

Fidelity Puritan Trust: Fidelity Balanced K6 Fund - Utilities Sub-portfolio

By: /s/ Chris Maher
Name: Chris Maher
Title: Deputy Treasurer

Fidelity Devonshire Trust: Fidelity Series All-Sector Equity Fund - Utilities Sub

By: /s/ Chris Maher
Name: Chris Maher
Title: Deputy Treasurer

Fidelity Select Portfolios: Fidelity Telecom and Utilities Fund

By: /s/ Chris Maher
Name: Chris Maher
Title: Deputy Treasurer

[Signature page to Common Stock Purchase Agreement]

**MainStay VP Funds Trust – MainStay VP Fidelity
Institutional AM Utilities Portfolio**

By: /s/ Chris Maher

Name: Chris Maher

Title: Deputy Treasurer

[Signature page to Common Stock Purchase Agreement]

Schedule A

Investor	Notice Address	Amount of Private Placement Shares Purchased pursuant to this Agreement	Purchase Price
OYSTERLAUNCH & CO. fbo MainStay VP Funds Trust - MainStay VP Fidelity Institutional AM Utilities Portfolio	State Street Bank & Trust PO Box 5756 Boston, Massachusetts 02206 Attn:OYSTERLAUNCH & CO. FBO Fidelity Capital Trust: Fidelity Flex Small Cap Fund - Small Cap Growth Subportfolio Email: SSBCORP ACTIONS@StateStreet.com Fax number: 617-988-9110	1,635,267	\$26,295,093.36
M.Gardiner & Co fbo Variable Insurance Products Fund IV: Utilities Portfolio	M.Gardiner & Co C/O JPMorgan Chase Bank, N.A P.O. Box 35308 Newark, NJ 07101-8006 Email: Fidelity.crcs@jpmorgan.com Jpmorganinformation.services@jpmorgan.com Fax number: 469-477-1510	355,873	\$ 5,722,437.84
M.Gardiner & Co fbo Fidelity Advisor Series VII: Fidelity Advisor Utilities Fund	M.Gardiner & Co C/O JPMorgan Chase Bank, N.A P.O. Box 35308 Newark, NJ 07101-8006 Email: Fidelity.crcs@jpmorgan.com Jpmorganinformation.services@jpmorgan.com Fax number: 469-477-1510	1,008,588	\$16,218,095.04
Mag & Co fbo Fidelity Select Portfolios: Utilities Portfolio	Mag & Co. c/o Brown Brothers Harriman & Co. Attn: Corporate Actions /Vault 140 Broadway New York, NY 10005 BBH.Fidelity.CA.Notifications@BBH.com	1,899,910	\$30,550,552.80
M.Gardiner & Co fbo Fidelity Central Investment Portfolios LLC: Fidelity Utilities Central Fund	M.Gardiner & Co C/O JPMorgan Chase Bank, N.A P.O. Box 35308 Newark, NJ 07101-8006 Email: Fidelity.crcs@jpmorgan.com Jpmorganinformation.services@jpmorgan.com Fax number: 469-477-1510	913,185	\$14,684,014.80

Booth and Co fbo Fidelity Devonshire Trust: Fidelity Series All-Sector Equity Fund - Utilities Sub	Northern Trust Co. Attn: Trade Securities Processing 333 South Wabash Ave, 32nd Floor Chicago, Illinois 60604 Ref: Fidelity Devonshire Trust: Fidelity Series All-Sector Equity Fund - Utilities Sub Internal a/c F72808 Email: NTINQUIRY@NTRS.COM Fax number: 312-557-5417	209,390	\$ 3,366,991.20
Booth and Co fbo Fidelity Puritan Trust: Fidelity Balanced K6 Fund - Utilities Sub-portfolio	Northern Trust Co. Attn: Trade Securities Processing 333 South Wabash Ave, 32nd Floor Chicago, Illinois 60604 Ref: Fidelity Puritan Trust: Fidelity Balanced K6 Fund - Utilities Sub-portfolio Internal a/c F85134 Email: NTINQUIRY@NTRS.COM Fax number: 312-557-5417	13,149	\$ 211,435.92
M.Gardiner & Co fbo Fidelity Advisor Series I: Fidelity Advisor Balanced Fund - Utilities Sub	M.Gardiner & Co C/O JPMorgan Chase Bank, N.A P.O. Box 35308 Newark, NJ 07101-8006 Email: Fidelity.crcs@jpmorgan.com Jpmorganinformation.services@jpmorgan.com Fax number: 469-477-1510	104,645	\$ 1,682,691.60
M.Gardiner & Co fbo Variable Insurance Products Fund III: Balanced Portfolio - Utilities Sub	M.Gardiner & Co C/O JPMorgan Chase Bank, N.A P.O. Box 35308 Newark, NJ 07101-8006 Email: Fidelity.crcs@jpmorgan.com Jpmorganinformation.services@jpmorgan.com Fax number: 469-477-1510	130,483	\$ 2,098,166.64
Booth and Co fbo Fidelity Puritan Trust: Fidelity Balanced Fund - Utilities Sub	The Northern Trust Company Attn: Fidelity Client Team – GFS Custody, C-1N 801 South Canal Street Chicago, IL 60607 Ref: Fidelity Puritan Trust: Fidelity Balanced Fund - Utilities Sub Internal a/c F57099 Email: NTINQUIRY@NTRS.COM Fax number: 312-557-5417	1,153,780	\$ 18,552,782.40
Mag & Co fbo Fidelity Select Portfolios: Fidelity Telecom and Utilities Fund	Mag & Co. c/o Brown Brothers Harriman & Co. Attn: Corporate Actions /Vault 140 Broadway New York, NY 10005 BBH.Fidelity.CA.Notifications@BBH.com	1,197,470	\$ 19,255,317.60
Powhatan & Co., LLC fbo Strategic Advisers Core Fund - FIAM Sector Managed Utilities Sub	BNY MELLON ONE BNY MELLON CENTER 500 GRANT STREET AIM 151-2700 PITTSBURGH, PA 15258	108,819	\$ 1,749,809.52

WAVECHART CO LLC FBO Strategic Advisers Fidelity U.S. Total Stock Fund - FIAM Sector Managed - Utilities Sub	State Street Bank & Trust PO Box 5756 Boston, Massachusetts 02206 Attn: WAVECHART CO LLC FBO Strategic Advisers Fidelity U.S. Total Stock Fund - FIAM Sector Managed - Utilities Sub Email: SSBCORP ACTIONS@StateStreet.com Fax number: 617-988-9110	264,644	\$ 4,255,475.52
Total		<u>8,995,203</u>	<u>144,642,864.24</u>

COMMON STOCK PURCHASE AGREEMENT

BY AND AMONG

CENTERPOINT ENERGY, INC.

AND

EACH INVESTOR IDENTIFIED ON SCHEDULE A HERETO

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
Section 1.2 Construction	5
ARTICLE II PRIVATE PLACEMENT	6
Section 2.1 The Private Placement	6
Section 2.2 Funding	7
Section 2.3 Closing	7
ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE COMPANY	7
Section 3.1 Organization and Qualification	8
Section 3.2 Capitalization	8
Section 3.3 Authorization, Execution and Delivery	9
Section 3.4 No Conflict	9
Section 3.5 Issuance; Valid Issuance	9
Section 3.6 Compliance with SEC Filings	9
Section 3.7 No Other Representations or Warranties	10
Section 3.8 No Other Investor Representations or Warranties	10
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE INVESTOR	10
Section 4.1 Organization, Authority, Execution and Delivery	11
Section 4.2 No Conflict	11
Section 4.3 No Registration	11
Section 4.4 Purchasing Intent	11
Section 4.5 Sophistication; Investigation	11
Section 4.6 No Broker's Fees	13
Section 4.7 No Other Company Representations or Warranties	13
Section 4.8 No Other Investor Representations or Warranties	13
ARTICLE V ADDITIONAL COVENANTS	13
Section 5.1 Blue Sky	13
Section 5.2 Legends	14
Section 5.3 Publicity	14
Section 5.4 Use of Proceeds	15
ARTICLE VI REGISTRATION RIGHTS	15
Section 6.1 Shelf Registration Statement	15
Section 6.2 Required Suspension Period	16
Section 6.3 Registration Procedures	17
Section 6.4 Required Information	19
Section 6.5 Confidentiality	20
Section 6.6 Expenses	20
Section 6.7 Indemnification With Regard To Certain Securities Law Matters	20
Section 6.8 Rules 144 and 144A and Regulation S	24

ARTICLE VII GENERAL PROVISIONS

Section 7.1	Notices	25
Section 7.2	Assignment; Third Party Beneficiaries	25
Section 7.3	Prior Negotiations; Entire Agreement	26
Section 7.4	Governing Law; Venue; Waiver of Jury Trial	26
Section 7.5	Counterparts	27
Section 7.6	Waivers and Amendments; Rights Cumulative; Consent	27
Section 7.7	Headings	27
Section 7.8	Specific Performance	27
Section 7.9	Relationship Among Parties	28
Section 7.10	Tax Forms	28
Section 7.11	Survival	28

SCHEDULES AND EXHIBITS

Schedule A List of Investors and Notice Addresses

COMMON STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (this "**Agreement**"), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the "**Company**"), on the one hand, and each investor identified on Schedule A hereto (each, an "**Investor**", and together, the "**Investors**"), on the other hand. The Company and the Investors are referred to herein, individually, as a "**Party**," and, collectively, as the "**Parties**." Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Board of Directors of the Company (the "**Board**") has deemed it advisable and has authorized the issuance and sale of common stock, par value \$0.01 per share, of the Company (the "**Common Stock**"), to the Common Investors (as defined below), with each Investor receiving the number of shares of Common Stock set forth across from its name on Schedule A (the "**Private Placement Shares**");

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Common Stock Purchase Agreements, dated on the date hereof (the "**Other Common Stock Purchase Agreements**"), between the Company and certain investors identified therein (together with the Investors, the "**Common Investors**"), providing for the concurrent purchase of shares of Common Stock, with such Other Common Stock Purchase Agreements and the transactions contemplated thereby having substantially identical terms as are set forth herein;

WHEREAS, concurrently with this Agreement, the Company has entered into those certain Preferred Stock Purchase Agreements, each dated on the date hereof (the "**Preferred Stock Purchase Agreements**"), in each case, between the Company and certain investors identified therein providing for the concurrent purchase of shares of the Company's Series C Mandatory Convertible Preferred Stock, with a par value of \$0.01 per share on the terms and subject to the conditions set forth therein;

WHEREAS, concurrently with the consummation of the Closing (as defined below), the Company is intending to consummate the transactions contemplated by the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements;

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding, (x) in respect of each Investor, any portfolio operating company (as such term is understood in the private equity industry) of such Investor or its Affiliates and (y) in respect of the Company, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries for the purposes of Article III. “**Affiliated**” has a correlative meaning.

“**Agreement**” has the meaning set forth in the Preamble.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Authorized Preferred Stock**” has the meaning set forth in Section 3.2(a).

“**Board**” has the meaning set forth in the Recitals.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Capitalization Date**” has the meaning set forth in Section 3.2(a).

“**Closing**” has the meaning set forth in Section 2.3(a).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Common Investors**” has the meaning set forth in the Recitals.

“**Company SEC Documents**” has the meaning set forth in Section 3.6.

“**Common Stock**” has the meaning set forth in the Recitals.

“**Company**” has the meaning set forth in the Preamble.

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form 8-K**” has the meaning set forth in [Section 5.3](#).

“**Form S-1 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Form S-3 Shelf**” has the meaning set forth in [Section 6.1\(a\)](#).

“**Fraud**” means common law fraud; provided, however, that the term “Fraud” does not include the doctrine of constructive or equitable fraud.

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**Interruption Period**” has the meaning set forth in [Section 6.3\(c\)](#).

“**Investor**” has the meaning set forth in the Preamble.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Legal Proceedings**” means any legal, governmental, administrative, judicial or regulatory investigations, audits, actions, suits, claims, arbitrations, demands, demand letters, notices of noncompliance or violations, or proceedings.

“**Legend**” has the meaning set forth in [Section 5.2](#).

“**Lien**” means any lien, adverse claim, charge, option, right of first refusal, servitude, security interest, mortgage, pledge, deed of trust, easement, encumbrance, restriction on transfer, preemptive or subscription right, conditional sale or other title retention agreement, defect in title, lien or judicial lien or other restrictions of a similar kind.

“**Losses**” has the meaning set forth in [Section 6.7\(a\)](#).

“**MNPI**” has the meaning set forth in [Section 4.6\(c\)](#).

“**Order**” means any judgment, order, award, injunction, writ, permit, license or decree of any Governmental Entity.

“**Other Common Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Party**” and “**Parties**” have the meanings set forth in the Preamble.

“**Person**” means an individual, firm, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, association, trust, Governmental Entity or other entity or organization.

“**Preferred Stock Purchase Agreements**” has the meaning set forth in the Recitals.

“**Press Release**” has the meaning set forth in [Section 5.3](#).

“**Private Placement**” means the purchase by the Investors of the Private Placement Shares for the Purchase Amount on the terms reflected in this Agreement.

“**Private Placement Shares**” has the meaning set forth in the Recitals.

“**Purchase Amount**” means the aggregate purchase price for the Private Placement Shares set forth on [Schedule A](#).

“**Registrable Securities**” means the Private Placement Shares; provided that any such shares shall cease to constitute “Registrable Securities” upon the earliest to occur of (i) the date on which such shares are disposed of pursuant to an effective Registration Statement under the Securities Act or pursuant to Rule 144 (or any similar provisions then in force) of the Securities Act, (ii) the date on which such shares cease to be outstanding, (iii) the date on which such shares have been transferred in a transaction in which the Investors’ rights under this Agreement are not assigned in accordance with the terms of this Agreement to the transferee of such shares, (iv) that date that such shares are freely saleable without volume or manner-of-sale restrictions under Rule 144 (or any similar provisions then in force), and (v) the third anniversary of the date hereof.

“**Registration**” means registration under the Securities Act of the offer and sale to the public of any Registrable Securities under a Registration Statement. The terms “**register**”, “**registered**” and “**registering**” shall have correlative meanings.

“**Registration Statement**” means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement; provided that the term “Registration Statement” shall not include a registration statement (and related prospectus) filed on Form S-4 or Form S-8 or any successor form thereto.

“**Representatives**” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“**S-1 Shelf Filing Deadline**” has the meaning set forth in [Section 6.1\(a\)](#).

“**S-3 Shelf Filing Deadline**” has the meaning set forth in Section 6.1(a).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Shelf Period**” has the meaning set forth in Section 6.1(b).

“**Shelf Registration Statement**” has the meaning set forth in Section 6.1(a).

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, joint venture or other legal entity as to which such Person (either alone or through or together with any other subsidiary), (a) owns, directly or indirectly, more than 50% of the stock or other equity interests, (b) has the power to elect a majority of the board of directors or similar governing body, or (c) has the power to direct the business and policies; provided, that for the purposes of Article III, Enable GP, LLC, ProLiance Holdings, LLC, Fiber Link, LLC, 3603 Jensen, LLC, 926 Pulliam Street, LLC, Reliant Services, Inc., Midwest Corporate Tax Credit Fund II, LP and Cambridge Ventures, LP and their respective Subsidiaries shall not be deemed Subsidiaries of the Company.

“**Suspension Period**” has the meaning set forth in Section 6.2(a).

“**Taxes**” means any and all taxes, assessments, duties, levies or other similar charges imposed by a Governmental Entity, including any and all federal, state, local and foreign income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, excise, severance, windfall profits, stamp, payroll, social security, withholding and other taxes, together with any additions to tax, penalties and interest imposed by any Governmental Entity in respect thereof.

“**Tax Forms**” has the meaning set forth in Section 7.10.

Section 1.2 Construction. In this Agreement, unless the context otherwise requires:

- (a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;
- (b) references to “writing” or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;
- (c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;

(g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

PRIVATE PLACEMENT

Section 2.1 The Private Placement. On and subject to the terms and conditions hereof, each Investor agrees to purchase, severally and not jointly, and the Company agrees to issue and sell to each Investor, on the date hereof for its respective portion of the Purchase Amount, the Private Placement Shares set forth on Schedule A, free and clear of any Liens or other restrictions on transfer (other than applicable federal and state securities Law restrictions). The offer and sale of the Private Placement Shares purchased by each Investor pursuant to this Agreement will be made in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act or another available exemption from registration under the Securities Act.

Section 2.2 Funding. As promptly as practicable following the execution and delivery hereof, and subject to the issuance of the Private Placement Shares as contemplated by Section 2.3(b), each Investor shall deliver and pay the Purchase Amount for the Private Placement shares being purchased by it as set forth on Schedule A by wire transfer of immediately available funds in U.S. dollars into the bank account designated by the Company in satisfaction of such Investor's obligation to purchase the Private Placement Shares, which wire transfers shall in any event be initiated, or instructed to the applicable custodian bank of each Investor to be initiated, no later than 9:00 a.m. Eastern Time on May 7, 2020; provided that Private Placement Shares are issued and delivered to each Investor by such date and time.

Section 2.3 Closing.

(a) The closing of the Private Placement (the "Closing") shall take place by electronic exchange of documents, or by such other method as shall be agreed to by the Parties, on the date hereof.

(b) At the Closing, issuance of the Private Placement Shares will be made by the Company to each Investor against payment of the Purchase Amount. The Private Placement Shares to be delivered pursuant to this Section 2.3(b) shall be represented by physical certificates to the extent that such Private Placement Shares are in certificate form, and to the extent that such Private Placement Shares are not in certificate form, evidence of book-entry transfer of such Shares, which shall be delivered to such Investor immediately following the Closing. Notwithstanding anything to the contrary in this Agreement, all Private Placement Shares deliverable pursuant to this Agreement will be delivered with all issue, stamp, transfer, sales and use, or similar transfer Taxes or duties that are due and payable (if any) in connection with such delivery ("Transfer Taxes") duly paid by the Company.

(c) Each Investor and the Company, respectively, will be entitled to deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement or the Common Stock any withholding Taxes or other amounts required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld and timely paid over to the applicable Governmental Entity, such amounts will be treated for all purposes of this Agreement or the Common Stock, respectively, as having been paid to the Person in respect of which such deduction and withholding was made.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as disclosed in the Company SEC Documents (excluding in each case any disclosures set forth in the risk factors or "forward-looking statements" section of such Company SEC Documents, and any other disclosures included therein to the extent they are predictive or forward-looking in nature), the Company hereby represents and warrants to the Investors (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 3.1 Organization and Qualification. The Company has been incorporated and is validly existing as a corporation in good standing under the Laws of the State of Texas, has the corporate power and authority to own, lease or operate its property and to conduct its business in which it is currently engaged and presently proposes to engage and is qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that any such failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, or the Company's ability to perform its obligations under this Agreement.

Section 3.2 Capitalization.

(a) The authorized stock of the Company consists of 1,000,000,000 shares of Common Stock and 20,000,000 shares of preferred stock, \$0.01 par value ("Authorized Preferred Stock"). As of March 31, 2020 (the "**Capitalization Date**"), (i) 502,647,495 shares of Common Stock were issued and outstanding (which, for the avoidance of doubt, includes the 166 shares of Common Stock held in treasury), (ii) 166 shares of Common Stock were held in treasury, (iii) 2,567,074 shares of Common Stock were issuable in respect of settlement of any outstanding awards of restricted share units, phantom shares, restricted stock or similar equity awards with respect to shares of Common Stock, and (iv) of the Authorized Preferred Stock, (A) 800,000 shares of Series A Preferred Stock, \$0.01 par value per share, were issued and outstanding, and (B) 977,500 shares of Series B Preferred Stock, \$0.01 par value per share were issued and outstanding.

(b) As of the Capitalization Date, except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements or with respect to securities issued or issuable under existing equity compensation plans of the Company or the satisfaction of Tax withholding with respect to the exercise of stock options or the vesting of awards of restricted share units, phantom shares, restricted stock or similar equity awards of the Company, there are no outstanding subscriptions, options, warrants, calls, convertible securities or other contracts relating to the issuance or repurchase of capital stock, or other equity interests of the Company to which the Company is a party, or by which it is bound, obligating the Company to (A) issue, transfer or sell or cause to be issued, transferred or sold, any shares of capital stock or other equity interests of the Company or any of its Subsidiaries or securities convertible into or exchangeable for such shares of capital stock or other equity interests, (B) grant, extend or enter into any such subscription, option, warrant, call, convertible securities or contract, or (C) redeem or otherwise acquire any number of such shares of capital stock or other equity interests.

(c) Except as contemplated by this Agreement, the Other Common Stock Purchase Agreements or the Preferred Stock Purchase Agreements, there are no voting trusts or other contracts to which the Company is a party with respect to voting or registration of the capital stock or other equity interests of the Company.

Section 3.3 Authorization, Execution and Delivery. The Company has requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Private Placement and the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the Private Placement have been duly authorized by the Board and no other corporate proceedings on the part of the Company are necessary to authorize the Private Placement. This Agreement has been duly and validly executed and delivered by the Company and, assuming due authorization, execution and delivery hereof and thereof by the Investors, constitutes the legal, valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 3.4 No Conflict. Neither the offer and sale of the Private Placement Shares nor the execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement or the transactions contemplated hereby will conflict with, result in a violation of or default under, or the imposition of any Lien upon any property or assets of the Company or any of its Subsidiaries pursuant to the Articles of Incorporation or other organizational documents, each as amended, of the Company or any Subsidiary of the Company.

Section 3.5 Issuance; Valid Issuance. The Private Placement Shares to be issued in connection with the consummation of the Private Placement and pursuant to the terms of this Agreement will, when issued and delivered on the date hereof, be duly authorized by all necessary corporate action on the part of the Company and validly issued and shall be fully paid and non-assessable, and such Private Placement Shares will be free and clear of all Transfer Taxes and Liens (other than transfer restrictions imposed hereunder, under the Articles of Incorporation or by applicable Law). Assuming the accuracy of the representations and warranties of the Investors set forth in Article IV, the issuance and sale of such Common Stock and Private Placement Shares to the Investors in the manner contemplated by this Agreement is exempt from the registration and prospectus delivery requirements of the Securities Act.

Section 3.6 Compliance with SEC Filings. The Company has filed or furnished all forms, documents and reports required to be filed or furnished by it with the SEC since January 1, 2018 (all such documents together with all other forms, documents and reports filed or furnished by the Company with the SEC, including the exhibits thereto and documents incorporated by reference therein, and together with the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2020 in substantially the form and substance provided to the Investors prior to the execution and delivery of this Agreement, the "Company SEC Documents"). As of their respective SEC filing dates or, if amended, as of the date of such amendment, the Company SEC Documents complied in all material respects with the requirements of the Securities Act, Exchange Act and the Sarbanes-Oxley Act of 2002, as amended, and the applicable rules and regulations promulgated thereunder, and none of the Company SEC Documents of such respective dates (or, if amended prior to the date hereof, the date of the filing of such amendment, with respect to the disclosures that are amended) included any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 3.7 No Other Representations or Warranties. Except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person acting on its behalf makes any other express or implied representation or warranty with respect to the Private Placement Shares, the Common Stock, the Company or any of its Subsidiaries or their respective businesses, operations, properties, assets, liabilities, condition (financial or otherwise) or prospects, notwithstanding the delivery or disclosure to each Investor or any of its Representatives of any documentation, forecasts or other information with respect to any one or more of the foregoing, and such Investor acknowledges the foregoing. In particular, and without limiting the generality of the foregoing, except for the representations and warranties made by the Company in this Article III, neither the Company nor any other Person makes or has made any express or implied representation or warranty to any Investor or any of its Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Company, any of its Subsidiaries or their respective businesses or (b) any oral or written information presented to such Investor or any of its Representatives in the course of its due diligence investigation of the Company, the negotiation of this Agreement or the course of the Private Placement or any other transactions or potential transactions involving the Company and such Investor.

Section 3.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in Article IV, the Company hereby acknowledges that no Investor nor any other Person (a) has made or is making any other express or implied representation or warranty with respect to each Investor or any of its Affiliates or Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to the Company or any of its Representatives or any information developed by the Company or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article IV, will have or be subject to any liability or indemnification obligation to the Company resulting from the delivery, dissemination or any other distribution to the Company or any of its Representatives, or the use by the Company or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to the Company or any of its Representatives, including in due diligence materials, in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. The Company, on behalf of itself and on behalf of its respective Affiliates, expressly waives any such claim relating to the foregoing matters.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE INVESTOR

Each Investor hereby represents and warrants, severally and not jointly, to the Company (unless otherwise set forth herein, as of the date hereof) as set forth below:

Section 4.1 Organization, Authority, Execution and Delivery. Each Investor (a) is a legal entity organized, validly existing and, if applicable, in good standing (or the equivalent thereof) under the Laws of its jurisdiction of incorporation or organization, (b) has the requisite power and authority (corporate or otherwise) to enter into this Agreement, perform its obligations under this Agreement and to consummate the Private Placement, (c) has the authority to execute and deliver this Agreement and no other corporate proceedings on the part of such Investor are necessary to authorizing the Private Placement and (d) has duly and validly executed and delivered this Agreement. Assuming due authorization, execution and delivery hereof and thereof by the Company, this Agreement constitutes the legal, valid and binding agreement of such Investor, enforceable against such Investor in accordance with its terms, except that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar Laws, now or hereafter in effect, relating to creditors' rights generally or equitable considerations.

Section 4.2 No Conflict. The execution and delivery by each Investor of this Agreement, the compliance by such Investor with all of the provisions hereof and the consummation of the transactions contemplated herein will not result in any violation of the provisions of the certificate of incorporation or bylaws (or comparable organizational documents) of such Investor.

Section 4.3 No Registration. Each Investor understands that (a) the Private Placement Shares have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends on, among other things, the *bona fide* nature of the investment intent and the accuracy of such Investor's representations as expressed herein or otherwise made pursuant hereto and (b) the foregoing Private Placement Shares cannot be sold unless subsequently registered under the Securities Act or an exemption from registration is available.

Section 4.4 Purchasing Intent. Each Investor is acquiring the Private Placement Shares for its own account or accounts or funds over which it holds voting and/or dispositive discretion, not otherwise as a nominee or agent, and not otherwise with the view to, or for resell in connection with, any distribution thereof not in compliance with applicable securities Laws, and such Investor has no present intention of selling, granting or transferring any other participation in, or otherwise distributing any of the Private Placement Shares, except in compliance with applicable securities Laws and subject to compliance with the provisions hereof.

Section 4.5 Sophistication; Investigation.

(a) Each Investor acknowledges that the Private Placement Shares have not been registered under the Securities Act or under any state or other applicable securities laws. Each Investor (i) acknowledges that it is acquiring the Private Placement Shares pursuant to an exemption from registration under the Securities Act solely for investment with no intention to distribute any of the foregoing to any Person, (ii) is a sophisticated institutional investor with extensive knowledge and experience in financial and business matters in investments of this type such that it is capable of evaluating the merits and risks of its investment in the Private

Placement Shares and of making an informed investment decision and (iii) (1) has been furnished with or has had full access to all the information that it considers necessary or appropriate to make an informed investment decision with respect to the Private Placement Shares and (2) has had an opportunity to discuss with the Company and its Representatives the intended business and financial affairs of the Company and to obtain information necessary to verify any information furnished to it or to which it had access. Each Investor has such knowledge and experience in business and financial matters so as to enable it to understand and evaluate the risks of, and form an investment decision with respect to its investment in, the Private Placement Shares, and to protect its own interest in connection with such investment. Each Investor is an “accredited investor” within the meaning of Rule 501(a) of the Securities Act and/or a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act. Each Investor understands and is able to bear any economic risks associated with its investment in the Private Placement Shares (including the necessity of holding such shares for an indefinite period of time and including an entire loss of its investment in the Private Placement Shares). Each Investor hereby acknowledges (for itself and on behalf of its Affiliates and Representatives) that it has conducted, to its satisfaction, its own independent investigation of the business, operations, assets and financial condition of the Company and its Subsidiaries and such Investor has independently evaluated the merits and risks of its decision to enter into this Agreement, is consummating the transactions contemplated by this Agreement with a full understanding, based exclusively on its own independent review, investigation and analysis, of all of the terms, conditions and risks and willingly assumes those terms, conditions and risks, and disclaims reliance on any representations or warranties (except for the representations and warranties expressly set forth in Article III), either expressed or implied, by or on behalf of the Company.

(b) Each Investor acknowledges and understands that the Company has not been requested to provide, and has not provided, such Investor with any advice with respect to the Private Placement Shares, and such advice is neither necessary nor desired. Each Investor agrees that it is not relying on any investigation of any advisor to the Company and any advisor to the Company shall have no liability to such Investor in connection with the Private Placement for Shares.

(c) Each Investor acknowledges and understands that (i) the Company and its advisors may possess material nonpublic information (“MNPI”) regarding the Company or its Subsidiaries not known to such Investor that may impact the value of the Private Placement Shares and (ii) the Company is not disclosing such information to such Investor at such Investor’s request. Each Investor understands, based on its experience, the disadvantage to which such Investor is subject due to the disparity of information between the Company and its advisors, on the one hand and such Investor on the other hand. Notwithstanding such disparity, each Investor has deemed it appropriate to enter into this Agreement and to consummate transactions contemplated hereby. Accordingly, except in the case of Fraud, each Investor agrees that the Company and its advisors shall have no liability to such Investor whatsoever due to or in connection with the Company’s use or non-disclosure of MNPI regarding the Company not known to such Investor.

Section 4.6 No Broker's Fees. Each Investor is not a party to any Contract with any Person that would give rise to a valid claim against the Company for a brokerage commission, finder's fee or like payment in connection with the Private Placement or the sale of the Private Placement Shares or payment of the Purchase Amount.

Section 4.7 No Other Company Representations or Warranties. Except for the representations and warranties expressly set forth in Article III, each Investor hereby acknowledges that neither the Company nor any of its Subsidiaries, nor any other Person (including Moelis & Company LLC), (a) has made or is making any other express or implied representation or warranty with respect to the Company or any of its Subsidiaries or their respective businesses, operations, assets, liabilities, condition (financial or otherwise) or prospects, including with respect to any information provided or made available to such Investor or any of its Representatives or any information developed by such Investor or any of its Representatives or (b) except in the case of Fraud in connection with the representations and warranties expressly set forth in Article III, will have or be subject to any liability or indemnification obligation to such Investor resulting from the delivery, dissemination or any other distribution to such Investor or any of its Representatives, or the use by such Investor or any of its Representatives, of any information, documents, estimates, projections, forecasts or other forward-looking information, business plans or other material developed by or provided or made available to such Investor or any of its Representatives, including in due diligence materials, "data rooms" or management presentations (formal or informal), in anticipation or contemplation of any of the Private Placement or any other transactions or potential transactions involving the Company and such Investor. Each Investor, on behalf of itself and on behalf of its Affiliates, expressly waives any such claim relating to the foregoing matters.

Section 4.8 No Other Investor Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV, neither the Investors nor any other Person on their behalf has made or is making any other express or implied representation or warranty.

ARTICLE V

ADDITIONAL COVENANTS

Section 5.1 Blue Sky. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the offer and sale of the Private Placement Shares to the Investors pursuant to this Agreement under applicable securities and "Blue Sky" Laws of the states of the United States (or to obtain an exemption from such qualification) and any applicable foreign jurisdictions, and shall provide evidence of any such action so taken to the Investors on the date hereof. The Company shall timely make all filings and reports relating to the offer and sale of the Private Placement Shares issued hereunder required under applicable securities and "Blue Sky" Laws of the states of the United States following the date hereof. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section 5.1.

Section 5.2 Legends. Each certificate evidencing securities issued hereunder and each certificate issued in exchange for or upon the transfer of any such securities, shall be stamped or otherwise imprinted with a legend (the "**Legend**") in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY OTHER APPLICABLE STATE SECURITIES LAWS, AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION THEREUNDER."

In the event that any such securities are uncertificated, such securities shall be subject to a restrictive notation substantially similar to the Legend in the stock ledger or other appropriate records maintained by the Company or agent and the term "Legend" shall include such restrictive notation. The Company shall remove the Legend (or restrictive notation, as applicable) set forth above from the certificates evidencing any such securities (or the securities register or other appropriate Company records, in the case of uncertificated securities), upon any Investor's request, at any time after the restrictions described in the Legend cease to be applicable, including when such securities may be sold under Rule 144 of the Securities Act and under this Agreement. The Company may reasonably request such opinions of counsel, including the opinion of in-house counsel of each Investor, certificates or other evidence reasonably satisfactory to the Company that such restrictions no longer apply as a condition to removing the Legend.

Section 5.3 Publicity. At or before 9:00 a.m., New York City time, on the Business Day immediately following the date hereof, the Company shall issue a press release (the "**Press Release**") and shall file a Current Report on Form 8-K, in the form required by the Exchange Act (the "**Form 8-K**") announcing the entry into this Agreement, disclosing all material terms of the transactions contemplated hereby and any other MNPI that the Company may have provided the Investors at any time prior to the issuance of the Press Release and Form 8-K. Until the first anniversary of the date of this Agreement, the Company and the Investors shall consult with each other in issuing any other press releases with respect to the transactions contemplated hereby, and neither the Company nor any Investor shall issue any such press release nor otherwise make any such public statement with respect to the transactions contemplated hereby, without the prior consent of the Company, with respect to any press release or public statement of the Investors, or without the prior consent of the applicable Investor, with respect to any press release or public statement of the Company, which consent shall not unreasonably be withheld or delayed; provided, however, that the Company shall be entitled, without the prior approval of the applicable Investor, (i) to make any press release or other public disclosure with respect to such transactions as is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system and (ii) to include in any report it files or furnishes with the SEC factual information relating to the applicable Investor, or any of its Affiliates, relating to this Agreement and the transactions contemplated hereby that was previously included in the Press Release, the Form 8-K or a press

release or other public statement or disclosure consented to in accordance with this Section 5.3 without the requirement of obtaining any further consent from such Investor. Without the prior consent of any applicable Investor, the Company shall not publicly disclose the name of such Investor in any filing, announcement, release or otherwise, other than in connection with any Registration Statement covering the Private Placement Shares or unless such disclosure is required by Law, Order, court process or the rules and regulations of any national securities exchange or national securities quotation system.

Section 5.4 Use of Proceeds. The Company will utilize the proceeds from the sale of the Private Placement Shares for general corporate purposes as determined by the Company, which, for the avoidance of doubt, may include, but is not limited to, repayment of indebtedness.

ARTICLE VI

REGISTRATION RIGHTS

Section 6.1 Shelf Registration Statement.

(a) The Company shall use its reasonable best efforts to file, not later than (i) 30 days after the date hereof (the “**S-3 Shelf Filing Deadline**”), a Registration Statement on Form S-3 covering the resale of all of the Registrable Securities held by the Common Investors on a delayed or continuous basis (the “**Form S-3 Shelf**”), or (ii) 90 days after the date hereof (the “**S-1 Shelf Filing Deadline**” and, along with the S-3 Shelf Filing Deadline, each, a “**Filing Deadline**”), in the event that the Company is not eligible to file Form S-3 Shelf as of or prior to the S-3 Shelf Filing Deadline, a Shelf Registration Statement on Form S-1 (a “**Form S-1 Shelf**” and, along with a Form S-3 Shelf, each a “**Shelf Registration Statement**”); provided that the Company shall use its reasonable best efforts to remain qualified to file the Form S-3 Shelf. As of the date hereof, the Company is qualified to file a Form S-3 Shelf.

(b) Subject to the terms of this Agreement, including any applicable Suspension Period, the Company shall use its commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as is reasonably practicable after the filing thereof, and shall use its commercially reasonable efforts to keep such Shelf Registration Statement, or a successor Registration Statement thereto, continuously effective under the Securities Act until the date that all Registrable Securities covered by such Shelf Registration Statement have been disposed of by the Common Investors or are no longer Registrable Securities; provided that in no event shall the Company’s obligation to keep such Shelf Registration Statement effective extend beyond the three year anniversary of the date hereof. In the event the Company becomes ineligible to use the Form S-3 Shelf during the Shelf Period, the Company shall use reasonable best efforts to file a Form S-1 Shelf not later than 90 days after the date the Company becomes ineligible, and shall use its reasonable efforts to have such Shelf Registration Statement declared effective promptly (the period during which the Company shall use its reasonable efforts to keep the Shelf Registration Statement continuously effective under the Securities Act in accordance with this Section 6.1 is referred to as the “**Shelf Period**”). In the event the Company files a Form S-1 Shelf (either prior to the S-1

Shelf Filing Deadline or during the Shelf Period) and thereafter becomes eligible to use a Form S-3 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf to a Form S-3 Shelf promptly after the Company becomes so eligible.

(c) The Company shall promptly notify the Common Investors by e-mail of the effectiveness of a Shelf Registration Statement promptly after the Company telephonically confirms effectiveness with the SEC (but in no event more than two Business Days thereafter). The Company shall file a final prospectus with the SEC to the extent required by Rule 424 under the Securities Act. The "Plan of Distribution" section of such Shelf Registration Statement shall provide for customary permitted means of disposition of Registrable Securities, including agent transactions, sales directly into the market and purchases or sales by brokers. The Company shall use its reasonable best efforts to cause any Registrable Securities offered for resale pursuant to an effective Shelf Registration Statement to be listed on the New York Stock Exchange, or such other national securities exchange as the Common Stock may be listed during the time such Shelf Registration Statement is effective.

Section 6.2 Required Suspension Period.

(a) Notwithstanding any other provision of this Agreement, the Company shall have the right but not the obligation to defer the filing of (but not the preparation of) or seeking of effectiveness of, or suspend the use by the Common Investors of (including requiring the Common Investors to suspend any offerings or sales of Registrable Securities pursuant to), any Shelf Registration Statement for a period of up to 120 days:

(i) if an event occurs as a result of which the Shelf Registration Statement and any related prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Shelf Registration Statement, file a new registration statement or supplement any related prospectus to comply with the Securities Act or the Exchange Act or the respective rules thereunder;

(ii) if the Company believes that any such registration or offering (A) should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (B) would require the Company, under applicable securities Laws and other Laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; provided that this exception (B) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; or

(iii) upon issuance by the SEC of a stop order suspending the effectiveness of any Shelf Registration Statement with respect to Registrable Securities or the initiation of Legal Proceedings with respect to such Shelf Registration Statement under Section 8(d) or 8(e) of the Securities Act;

any such period contemplated by clauses (i) to (iii) of this Section 6.2(a), a “**Suspension Period**”.

(b) In no event shall the Company declare a Suspension Period more than two times in any 12-month period or for more than an aggregate of 120 days in any 12-month period. The Company shall give immediate written notice to the Common Investors of its declaration of a Suspension Period and of the expiration of the relevant Suspension Period. The Common Investors shall keep the information contained in such notice confidential subject to the same terms set forth in Section 6.5.

Section 6.3 Registration Procedures.

(a) Requirements. In connection with the Company’s obligations under this Article VI, the Company shall use its commercially reasonable efforts to effect such registration and to permit the sale of such Registrable Securities in accordance with the intended method or methods of distribution thereof as expeditiously as reasonably practicable, and in connection therewith the Company shall use its commercially reasonable efforts to:

(i) as promptly as reasonably practicable prepare the required Registration Statement, including all exhibits and financial statements required under the Securities Act to be filed therewith and prospectus, and, before filing a Registration Statement or prospectus or any amendments or supplements thereto, (x) furnish to the Common Investors whose Registrable Securities are covered by such Registration Statement, copies of all documents prepared to be filed, which documents shall be subject to the review of such Common Investors and their respective counsel, (y) make such changes in such documents concerning the Common Investors prior to the filing thereof as such Common Investors, or their counsel, may reasonably request and (z) not file any Registration Statement or prospectus or amendments or supplements thereto to which the Common Investors, in such capacity, shall reasonably object;

(ii) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and supplements to the prospectus as may be (x) reasonably requested by any Common Investor with Registrable Securities covered by such Registration Statement, or (y) necessary to keep such Registration Statement effective for the period of time required by this Agreement, and comply with provisions of the applicable securities Laws with respect to the sale or other disposition of all securities covered by such Registration Statement during such period in accordance with the intended method or methods of disposition by the sellers thereof set forth in such Registration Statement;

(iii) notify the Common Investors and (if requested) confirm such notice in writing and provide copies of the relevant documents, as soon as reasonably practicable after notice thereof is received by the Company (a) when the applicable Registration Statement or any amendment thereto has been filed or becomes effective, and when the applicable prospectus or any amendment or supplement thereto has been filed, (b) of any written comments by the SEC, or any request by the SEC or other Governmental Entity for amendments or supplements to such Registration Statement or such prospectus, or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the SEC relating to, or which may affect, the registration, (c) of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any Order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final prospectus or the initiation or threatening of any proceedings for such purposes, and (d) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and

(iv) as promptly as reasonably practicable notify the Common Investors when the Company becomes aware of the happening of any event as a result of which such Registration Statement or the prospectus included in such Registration Statement (as then in effect) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein (in the case of such prospectus or any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, when any issuer free writing prospectus (as defined in Rule 433 under the Securities Act) relating to an offer of the Registrable Securities includes information that may materially conflict with the information contained in such Registration Statement, or, if for any other reason it shall be necessary during such time period to amend or supplement such Registration Statement or prospectus in order to comply with the Securities Act and, as promptly as reasonably practicable thereafter, prepare and file with the SEC, and furnish without charge to the Common Investors, an amendment or supplement to such Registration Statement or prospectus, which shall correct such misstatement or omission or effect such compliance.

(b) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms of this Agreement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6.3(a)(iv), such Investor shall discontinue disposition of any Registrable Securities covered by such Registration Statement or the related prospectus until receipt of the copies of the supplemented or amended prospectus, which supplement or amendment shall, subject to the other applicable provisions of this Agreement, be prepared and furnished as soon as reasonably practicable, or until such Investor is

advised in writing by the Company that the use of the applicable prospectus may be resumed, and have received copies of any amended or supplemented prospectus or any additional or supplemental filings which are incorporated, or deemed to be incorporated, by reference in such prospectus (such period during which disposition is discontinued being an “**Interruption Period**”) and, if requested by the Company, such Investor shall use commercially reasonable efforts to return to the Company all copies then in its possession, of the prospectus covering such Registrable Securities at the time of receipt of such request. As soon as practicable after the Company has determined that the use of the applicable prospectus may be resumed, the Company will notify such Investor thereof. In the event the Company invokes an Interruption Period hereunder and in the sole discretion of the Company the need for the Company to continue the Interruption Period ceases for any reason, the Company shall, as soon as reasonably practicable, provide written notice to each Investor that such Interruption Period is no longer applicable.

Section 6.4 Required Information. The Company may require each Investor to furnish to the Company such information regarding the distribution of such securities and such other information relating to such Investor and its ownership of Registrable Securities as is required to be included in any Registration Statement as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of such Investor if such Investor fails to furnish such information within a reasonable time after receiving such request. Each Investor agrees to furnish such information to the Company and to use commercially reasonable efforts to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement. It is understood and agreed that the obligations of the Company under Article VI are conditioned on the timely provisions of the foregoing information by each Investor and, without limitation of the foregoing, will be conditioned on compliance by each Investor with the following:

(a) each Investor will, and will cause its Affiliates to, cooperate with the Company in connection with the preparation of the applicable Registration Statement and prospectus and, for so long as the Company is obligated to keep such Registration Statement effective, each Investor will and will cause its Affiliates to, provide to the Company, in writing and in a timely manner, for use in such Registration Statement (and expressly identified in writing as such), all information regarding itself and its Affiliates and such other information as may be required by applicable law to enable the Company to prepare or amend such Registration Statement, any related prospectus and any other documents related to such offering covering the applicable Registrable Securities owned by such Investor and to maintain the currency and effectiveness thereof;

(b) during such time as such Investor and its Affiliates may be engaged in a distribution of the Registrable Securities, such Investor will, and will cause its Affiliates to, comply with all laws applicable to such distribution, including Regulation M promulgated under the Exchange Act, and, to the extent required by such laws, will, and will cause its Affiliates to, among other things (i) not engage in any stabilization activity in connection with the securities of the Company in contravention of such laws; (ii) distribute the Registrable Securities acquired by

them solely in the manner described in the applicable Registration Statement and (iii) if required by applicable law, cause to be furnished to each agent or broker-dealer to or through whom such Registrable Securities may be offered, or to the offeree if an offer is made directly by such Investor or its Affiliates, such copies of the applicable prospectus (as amended and supplemented to such date) and documents incorporated by reference therein as may be required by such agent, broker-dealer or offeree; and

(c) each Investor shall, and it shall cause its Affiliates to, (i) permit the Company and its representatives to examine such documents and records and will supply in a timely manner any information as they may be reasonably requested to provide in connection with the offering or other distribution of Registrable Securities by such Investor and (ii) execute, deliver and perform under any customary agreements and instruments reasonably requested by the Company or its representatives to effectuate such registered offering, including opinions of counsel (which may include opinions of the in-house counsel of the Investor) and questionnaires.

Section 6.5 Confidentiality. Pending any required public disclosure by the Company and subject to applicable legal requirements and the terms of this Agreement, the Parties will maintain the confidentiality of any MNPI contained in all notices and other communications regarding a prospective sale of securities hereunder; provided that the Company will use its reasonable best efforts to exclude any information in such notices and communications that would reasonably be expected to constitute MNPI and that is not required to be provided pursuant to this Agreement.

Section 6.6 Expenses. All expenses incurred in connection with the Company's compliance with this Article VI, including all registration and filing fees, printing expenses, the fees and expenses of the independent certified public accountants, the fees and expenses of the Company's legal counsel, transfer agent's fees, the expense of qualifying such Registrable Securities under state "Blue Sky" Laws, and, subject to the consent of the Company (not to be unreasonably withheld, conditioned or delayed) reasonable fees and expenses of one firm of attorneys selected by the Common Investors Beneficially Owning at least a majority of the outstanding Registrable Securities, will be borne by the Company.

Section 6.7 Indemnification With Regard To Certain Securities Law Matters.

(a) Indemnification by the Company. To the extent permitted by applicable law, in the event of any registration under the Securities Act by any Registration Statement pursuant to rights granted in this Agreement of Registrable Securities, or any offering made pursuant thereto, the Company will indemnify and hold harmless each Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), and each underwriter of such securities and each other Person, if any, who controls such Investor or such underwriter within the meaning of Section 15 of the Securities Act, against any losses, claims, damages, or liabilities (including reasonable legal fees and costs of court) (collectively, "**Losses**"), joint or several, to which such Investor and its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management

companies or Affiliates, or such underwriter or any such controlling Person may become subject under the Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading, (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus) or any free writing prospectus, or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in light of the circumstances in which they were made, not misleading, or (iii) arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rules or regulations thereunder applicable to the Company or any of its Subsidiaries and relating to action or inaction in connection with any such Registration Statement, disclosure document or other document or report; provided, however, that the Company shall not be liable to such Investor or its respective officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates or an underwriter or any other Person who controls such Investor or such underwriter in any such case if and to the extent that any such loss, claim, damage, or liability arises out of or is based upon a violation or alleged violation of any state or federal law (including any claim arising out of or based on an untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, such amendment or supplement or such prospectus), which occurs in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or such underwriter or their respective Representatives specifically for use therein. This indemnity shall be in addition to any liability the Company may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Investor or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to such Investor.

(b) Indemnification by Investor. To the extent permitted by applicable law, each Investor separately (and not jointly or severally) will indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 6.7(a)) the Company, its officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies and Affiliates (in each case, in their capacities as such), each underwriter of such securities, and each other Person, if any, who controls the Company or such underwriter within the meaning of Section 15 of the Securities Act, against any Losses, joint or several, to which the Company and such officers, directors, managers, employees, limited partners, general partners, equityholders, investment managers, management companies or Affiliates or such underwriter or any such controlling Person may become subject under the

Securities Act or otherwise, insofar as such Losses (or any actions in respect thereof) (i) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained, on any applicable effective date, in any Registration Statement under which such securities were registered under the Securities Act or any amendment or supplement to any of the foregoing, or which arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the prospectus or any preliminary prospectus forming a part of such Registration Statement, in the light of the circumstances under which they were made) not misleading or (ii) arise out of or are based upon any untrue or alleged untrue statement of any material fact contained in any preliminary prospectus (if used prior to the filing of the final prospectus) or in the final prospectus (as amended or supplemented if the Company shall have filed with the SEC any amendment or supplement to the final prospectus), or which arise out of or are based upon the omission or alleged omission (if so used) to state a material fact required to be stated in such prospectus or necessary to make the statements in such prospectus, in the light of the circumstances under which they were made, not misleading, in the case of each of clauses (i) and (ii), if and to the extent such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of such Investor or its respective Representatives specifically for use therein; provided, however, that the total amount to be indemnified by such Investor pursuant to this Section 6.7(b) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. This indemnity shall be in addition to any liability each Investor may otherwise have. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any indemnified party and shall survive the transfer of such securities by such Investor and regardless of any indemnity agreed to in the underwriting agreement that is less favorable to the Company.

(c) Indemnification Procedures. Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in Section 6.7(a) or Section 6.7(b), the indemnified party will, if a resulting claim is to be made or may be made against an indemnifying party, give written notice to the indemnifying party of the commencement of the action. The failure of any indemnified party to give notice shall not relieve the indemnifying party of its obligations in Section 6.7(a) or Section 6.7(b), as applicable, except to the extent, if any, that the indemnifying party is actually prejudiced by the failure to give notice and then only to such extent. If any such action is brought against an indemnified party, the indemnifying party will be entitled to participate in and to assume the defense of the action, and after notice from the indemnifying party to such indemnified party of its election to assume defense of the action, the indemnifying party will not be liable to such indemnified party for any legal or other expenses incurred by the latter in connection with the action's defense. An indemnified party shall have the right to employ separate counsel in any action or proceeding

and participate in the defense thereof, but the fees and expenses of such counsel shall be at such indemnified party's expense unless (i) the employment of such counsel has been specifically authorized in writing by the indemnifying party and the indemnifying party agrees as part of such authorization to pay such fees and expenses, (ii) the indemnifying party shall have failed within a reasonable period of time to employ counsel reasonably satisfactory to the indemnified party and the indemnified party is or would reasonably be expected to be materially prejudiced by such delay, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include the indemnified party and the indemnifying party and the indemnified party shall have been advised by such counsel that representation of both such indemnifying party and the indemnified party by the same counsel would be inappropriate because of an actual conflict of interest between the indemnifying party and the indemnified party, in each of which cases the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel or counsels, it being understood, however, that the indemnifying party shall not, in connection with any one such action or separate but substantially similar or related actions 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 (in addition to one local counsel for each jurisdiction, if necessary, in the good faith opinion of both counsel for the indemnifying party and counsel for the indemnified party in order to adequately represent the indemnified parties) for all indemnified parties with regard to all claims arising out of similar circumstances; and that all such fees and expenses shall be reimbursed as they are incurred upon written request and presentation of invoices. Whether or not a defense is assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent. No indemnifying party will consent to entry of any judgment or enter into any settlement which (A) does not include as an unconditional term the giving by the claimant or plaintiff, to the indemnified party, of a release from all liability in respect of such claim or litigation, (B) includes an admission of fault, culpability or failure to act by or on behalf of the indemnified party, (C) commits the indemnified party to take, or refrain from taking, any action or (D) involves the imposition of equitable remedies or the imposition of any non-financial obligations on the indemnified party.

(d) **Contribution.** If the indemnification required by Section 6.7(a) or Section 6.7(b), as applicable, from the indemnifying party is unavailable to or insufficient to indemnify and hold harmless an indemnified party in respect of any indemnifiable Losses as required by Section 6.7(a) or Section 6.7(b), as applicable, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such Losses in such proportion as is appropriate to reflect (i) the relative benefit received by the indemnifying and indemnified parties from the offering of securities and (ii) if the allocation in clause (i) is not permitted by applicable Law, in such proportion as is appropriate to reflect the relative benefit referred to in clause (i) and also the relative fault of the indemnified and indemnifying parties, in connection with the actions which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and the indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact, has been made by, or relates to information supplied by, such indemnifying party or parties, and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such action, statement or omission; provided, however, that the total amount to be contributed by each Investor pursuant to this

Section 6.7(d) shall be limited to the net proceeds (after deducting underwriters' discounts and commissions) received by such Investor in the offering to which such Registration Statement relates; provided, further, that such Investor shall not be liable in any case to the extent that prior to the filing of any such Registration Statement, prospectus or any amendment thereof or supplement thereto, such Investor has furnished in writing to the Company information expressly for use in, and within a reasonable period of time (in any event at least five Business Days) prior to the filing of, such Registration Statement, prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously provided by such Investor to the Company. The amount paid or payable by a party as a result of the Losses referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any investigation or proceeding. The Company and each Investor agree that it would not be just and equitable if contribution pursuant to this Section 6.7(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the prior provisions of this Section 6.7(d). Notwithstanding the provisions of this Section 6.7(d), no indemnifying party shall be required to contribute any amount in excess of the amount by which the total price at which the securities were offered to the public by the indemnifying party exceeds the amount of any damages which the indemnifying party has otherwise been required to pay by reason of an untrue statement or omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such a fraudulent misrepresentation.

(e) Notwithstanding any other provision of this Agreement, in no event shall any indemnified party be entitled to indemnification pursuant to this Section 6.7 to the extent any Losses were attributable to such indemnified party's own Fraud, gross negligence or willful misconduct.

Section 6.8 Rules 144 and 144A and Regulation S. For so long as each Investor owns any Registrable Securities, the Company shall use its commercially reasonable efforts to file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, it will, upon the request of such Investor, use commercially reasonable efforts to make publicly available such necessary public information, within the meaning of Rule 144, for so long as necessary to permit sales that would otherwise be permitted by this Agreement pursuant to Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time or any similar rule or regulation hereafter adopted by the SEC), and it will use its commercially reasonable efforts to take such further action as such Investor may reasonably request, all to the extent required from time to time to enable such Investor to sell Registrable Securities without Registration under the Securities Act in transactions that would otherwise be permitted by this Agreement and within the limitation of the exemptions provided by (i) Rule 144, Rule 144A or Regulation S under the Securities Act, as such rules may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC. So long as an Investor owns any Registrable Securities, upon the written request of such Investor, the Company will deliver to such Investor a written statement as to whether it has complied with the reporting requirements of the Exchange Act.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

- (a) If to the Company:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002
Attention: Jason M. Ryan
Email: jason.ryan@centerpointenergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019

Attention: Sabastian V. Niles
DongJu Song

Email: SVNiles@wlrk.com
DSong@wlrk.com

- (b) If to the Investors:

The notice address for each Investor is included on Schedule A attached hereto.

Section 7.2 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) each Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being transferred, and (b) each Investor may grant to a creditor or

lender a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights) hereof, and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 7.2 shall be void *ab initio*. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 7.3 Prior Negotiations; Entire Agreement. This Agreement (including the exhibits and schedules to and the documents and instruments referred to in this Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investors, any prior agreement between the Company and any of the Investors' Affiliates) with respect to the subject matter of this Agreement; provided that the terms of the e-mail confidentiality agreement, dated May 4, 2020, between the Company, on the one hand, and Investor, on the other hand, shall survive according to the terms set forth therein.

Section 7.4 Governing Law; Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY

IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7.4.

Section 7.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 7.6 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investors. Any amendment, restatement, modification or change effected in accordance with this Section 7.6 shall be binding upon the Investors, each transferee or future holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 7.7 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 7.8 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to seek to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

Section 7.9 Relationship Among Parties.

(a) Notwithstanding anything herein to the contrary, the duties and obligations of the Investors, on the one hand, and the Company, on the other hand, arising under this Agreement shall be separate (and not joint or several). In addition, no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement. The Parties acknowledge that this Agreement, the Other Common Stock Purchase Agreements and the Preferred Stock Purchase Agreements do not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company. The Company acknowledges and each Investor confirms that it has independently participated in the negotiation of the transactions contemplated under this Agreement with the advice of counsel and advisors.

(b) It is understood and agreed that the Investors do not have any duty of trust or confidence in any form with the Company, or any of the Company's other stakeholders and, except as expressly provided in this Agreement, there are no agreements, commitments or undertakings by, among or between any of them with respect to the subject matter hereof.

Section 7.10 Tax Forms. If the Company (or its agent) determines in its reasonable discretion that it is necessary or appropriate to request Internal Revenue Service Form W-9, W-8BEN, W-8BEN-E, W-8ECI, W-8IMY (and attachments thereto), or any successors thereto ("**Tax Forms**") to determine its tax reporting and withholding obligations, if any, each Investor shall promptly provide, solely to the extent legally entitled to do so, such duly completed Tax Forms to the Company (or its agent), and the Company (or its agent) shall be entitled to rely on such forms in determining its tax reporting and withholding obligations, if any. If any Tax Form previously delivered expires or becomes obsolete or inaccurate in any respect, such Investor shall promptly update such Tax Form or promptly notify the Company in writing of its legal inability to do so.

Section 7.11 Survival.

(a) The representations and warranties of the Company and each Investor shall survive the Closing until the expiration of the applicable statute of limitations, and shall then expire. Notwithstanding the preceding sentence, any claim for breach of the representations and warranties of the Company and each Investor, respectively, that is brought under this Agreement shall survive the time at which it would otherwise have expired if written notice containing good-faith allegation of the inaccuracy thereof giving rise to such claim shall have been given to the other Party prior to such time.

(b) Except in the case of Fraud, the exclusive remedy for any Party and its Affiliates, for any claim arising out of an alleged breach of the representations and warranties contained herein will be to bring a claim for a breach of contract in respect of such representations and warranties, to the extent permitted under this Agreement; provided that in no event shall any Party have any liability hereunder for any exemplary, punitive or similar

damages, or for any loss of future revenue, profits or income, or for damages measured as a multiple of earnings, revenue or any other performance metric, except for any such damages to the extent actually awarded by a court of competent jurisdiction and paid to a third party.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder II

Name: John W. Somerhalder II

Title: Interim President and Chief Executive Officer

[Signature page to Common Stock Purchase Agreement]

AMERICAN FUNDS GLOBAL BALANCED FUND

By: Capital Research and Management Company, as
investment adviser for and on behalf of American Funds
Global Balanced Fund

By: /s/ Michael J. Triessl

Name: Michael J. Triessl

Title: Authorized Signatory

**AMERICAN FUNDS INSURANCE SERIES –
GROWTH-INCOME FUND**

By: Capital Research and Management Company, as
investment adviser for and on behalf of American Funds
Insurance Series – Growth-Income Fund

By: /s/ Michael J. Triessl

Name: Michael J. Triessl

Title: Authorized Signatory

AMERICAN MUTUAL FUNDS

By: Capital Research and Management Company, as
investment adviser for and on behalf of American Mutual
Fund

By: /s/ Michael J. Triessl

Name: Michael J. Triessl

Title: Authorized Signatory

[Signature page to Common Stock Purchase Agreement]

**CAPITAL GROUP AMERICAN MUTUAL TRUST
(US)**

By: Capital Research and Management Company, as
investment adviser for and on behalf of Capital Group
American Mutual Trust (US)

By: /s/ Michael J. Triessl

Name: Michael J. Triessl

Title: Authorized Signatory

AMERICAN FUNDS FUNDAMENTAL INVESTORS

By: Capital Research and Management Company, as
investment adviser for and on behalf of American Funds
Fundamental Investors

By: /s/ Michael J. Triessl

Name: Michael J. Triessl

Title: Authorized Signatory

[Signature page to Common Stock Purchase Agreement]

Schedule A

<u>Investor</u>	<u>Notice Address</u>	<u>Amount of Private Placement Shares Purchased pursuant to this Agreement</u>	<u>Purchase Price</u>
American Funds Fundamental Investors	c/o Capital Research and Management Company 333 South Hope Street, 55 th Floor Los Angeles, CA 90071 Attention: Jae Chung; Casey Solomon Email: jwnc@capgroup.com; cazs@capgroup.com	2,446,304 shares Common Stock	\$ 39,336,568.32
American Funds Global Balanced Fund	c/o Capital Research and Management Company 333 South Hope Street, 55 th Floor Los Angeles, CA 90071 Attention: Jae Chung; Casey Solomon Email: jwnc@capgroup.com; cazs@capgroup.com	2,028,983 shares Common Stock	\$ 32,626,046.64
American Funds Insurance Series – Growth-Income Fund	c/o Capital Research and Management Company 333 South Hope Street, 55 th Floor Los Angeles, CA 90071 Attention: Jae Chung; Casey Solomon Email: jwnc@capgroup.com; cazs@capgroup.com	11,210,255 shares Common Stock	\$ 180,260,900.40
American Mutual Fund	c/o Capital Research and Management Company 333 South Hope Street, 55 th Floor Los Angeles, CA 90071 Attention: Jae Chung; Casey Solomon Email: jwnc@capgroup.com; cazs@capgroup.com	12,770,655 shares Common Stock	\$ 205,352,132.40

<u>Investor</u>	<u>Notice Address</u>	<u>Amount of Private Placement Shares Purchased pursuant to this Agreement</u>	<u>Purchase Price</u>
Capital Group American Mutual Trust (US)	c/o Capital Research and Management Company 333 South Hope Street, 55 th Floor Los Angeles, CA 90071 Attention: Jae Chung; Casey Solomon Email: jwnc@capgroup.com; cazs@capgroup.com	28,612 shares Common Stock	\$ 460,080.96
Total		28,484,809 shares of Common Stock	\$ 458,035,728.72

GOVERNANCE ARRANGEMENT AGREEMENT

AMONG

CENTERPOINT ENERGY, INC.,

ELLIOTT INTERNATIONAL, L.P.,

AND

ELLIOTT ASSOCIATES, L.P.

Dated as of May 6, 2020

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1 Definitions	1
Section 1.2 Additional Defined Terms	3
Section 1.3 Construction	3
ARTICLE II GOVERNANCE	4
ARTICLE III GENERAL PROVISIONS	5
Section 3.1 Public Disclosures	5
Section 3.2 Notices	5
Section 3.3 Assignment; Third Party Beneficiaries	6
Section 3.4 Prior Negotiations; Entire Agreement	7
Section 3.5 Governing Law; Venue; Waiver of Jury Trial	7
Section 3.6 Counterparts	8
Section 3.7 Waivers and Amendments; Rights Cumulative; Consent	8
Section 3.8 Headings	8
Section 3.9 Specific Performance	8

SCHEDULES AND EXHIBITS

Exhibit A BERC Charter

GOVERNANCE ARRANGEMENT AGREEMENT

THIS GOVERNANCE ARRANGEMENT AGREEMENT (this “**Agreement**”), dated as of May 6, 2020, is made by and among CenterPoint Energy, Inc., a Texas corporation (the “**Company**”), on the one hand, and Elliott International, L.P., a Cayman limited partnership, and Elliott Associates, L.P., a Delaware limited partnership (together, the “**Investor**”), on the other hand. The Company and the Investor are referred to herein, individually, as a “**Party**,” and, collectively, as the “**Parties**.” Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings given to them in Section 1.1 hereof.

RECITALS

WHEREAS, the Company and Investor have entered into that certain Preferred Stock Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “Purchase Agreement”), pursuant to which, among other things, the Investor will acquire shares of the Company’s Series C Convertible Preferred Stock, with a par value of \$0.01 per share (the “Private Placement Shares”) on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, each of the Parties desires to set forth in this Agreement certain terms and conditions regarding the ownership of the Private Placement Shares.

NOW, THEREFORE, in consideration of the mutual promises, agreements, representations, warranties and covenants contained herein, the Company and the Investors hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. Except as otherwise expressly provided in this Agreement, whenever used in this Agreement, the following terms shall have the respective meanings specified below:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with such Person, excluding, in respect of the Investor, any portfolio operating company (as such term is understood in the private equity industry) of the Investor or its Affiliates. “**Affiliated**” has a correlative meaning.

“**Articles of Incorporation**” means the Restated Articles of Incorporation of the Company, as amended and in effect on the date hereof.

“**Beneficial Ownership**” means, with respect to any security, (a) record ownership of such security, or (b) beneficial ownership of such security as defined under Rules 13d-3 and 13d-5 under the Exchange Act; provided that such Beneficial Ownership shall further be deemed to include any shares or other units of such security as to which (i) such Person has a right to acquire such record ownership or beneficial ownership at any time in the future, whether such right is exercisable immediately, only after the passage of time, only upon the satisfaction of certain conditions precedent or aggregate ownership limitations, or the occurrence of any combination of

the foregoing, and (ii) any shares or units of such security that are referenced in any total return swap contracts or similar financial instruments or transactions, whether or not cash-settled, that are owned of record or beneficially by such Person. “**Beneficially Own**,” “**Beneficially Owns**,” “**Beneficially Owned**,” “**Beneficially Owning**” and “**Beneficial Owner**” shall have correlative meanings. For purposes of this Agreement, a Person shall be deemed to Beneficially Own any securities Beneficially Owned by its Affiliates.

“**Board**” means the board of the directors of the Company.

“**BREC Charter**” means the charter of the Business Review and Evaluation Committee, a form of which is attached as Exhibit A to this Agreement.

“**BREC Period**” means the period commencing on the date of the transactions contemplated by this Agreement are publicly announced by the Company and continuing until the later of such time that (i) the Board formally determines to not proceed with the Business Review and Evaluation Committee’s recommendations and (ii) the Company consummates the strategic actions and alternatives recommended by the Business Review and Evaluation Committee as are approved by the Board; provided, that, for the avoidance of doubt, in no event shall the BREC Period end prior to the occurrence of the Investor Day (as defined in the BREC Charter) absent agreement of Investor and the Company.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or the State of Texas are authorized or required by Law or other governmental action to close.

“**Contract**” means any agreement, contract or instrument, including any loan, note, bond, mortgage, indenture, guarantee, deed of trust, license, franchise, commitment, lease, franchise agreement, letter of intent, memorandum of understanding or other obligation, and any amendments thereto, whether written or oral.

“**Control**” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Securities or by Contract or agency or otherwise. “**Controlled**” has a correlative meaning.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Governmental Entity**” means any (a) national, federal, state, provincial, county, municipal or local governmental or quasi-governmental instrumentality, whether foreign or domestic, (b) political subdivision of any of the foregoing, and (c) entity, authority, agency, ministry board, commission, department, court, tribunal, bureau or similar body exercising any legislative, judicial, regulatory or administrative authority, including any arbitrator or arbitration body, commission or tribunal established to perform any such function or of applicable jurisdiction.

“**Law**” means any law (statutory or common), statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any Governmental Entity.

“**Person**” means, with respect to any Person, such Person’s directors, officers, members, partners, limited partners, general partners, management companies, investment managers, shareholders, managers, employees, agents, investment bankers, attorneys, accountants, advisors and other representatives.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Voting Securities**” means, at any time, shares of any class of capital stock or other securities of the Company, including the Common Stock, which are entitled to vote generally in the election of directors to the Board and not solely upon the occurrence and during the continuation of certain specified events.

Section 1.2 Additional Defined Terms.

Agreement	Preamble
BREC Members	Section 2.1(f)
Business Review and Evaluation Committee	Section 2.1(f)
Company	Preamble
Company Policies	Section 2.1(e)
Investor	Preamble
Mandate	Section 2.1(b)
Minimum Ownership Threshold	Section 2.1(b)
New Director	Section 2.1(a)
New Directors	Section 2.1(a)
Parties	Preamble
Party	Preamble
Private Placement Shares	Recitals
Purchase Agreement	Recitals
Related Parties	Section 2.1(h)
Replacement New Director	Section 2.1(b)

Section 1.3 Construction. In this Agreement, unless the context otherwise requires:

- (a) references to Articles, Sections, Exhibits and Schedules are references to the articles and sections or subsections of, and the exhibits and schedules attached to, this Agreement;
- (b) references in this Agreement to “writing” or comparable expressions include a reference to a written document transmitted by means of electronic mail in portable document format (pdf), facsimile transmission or comparable means of communication;
- (c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) the words “hereof,” “herein,” “hereto” and “hereunder,” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole, including all Exhibits and Schedules attached to this Agreement, and not to any provision of this Agreement;

(e) the term “this Agreement” shall be construed as a reference to this Agreement as the same may have been, or may from time to time be, amended, modified, varied, novated or supplemented;

(f) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words;

(g) references to “day” or “days” are to calendar days;

(h) references to “the date hereof” means the date of this Agreement;

(i) unless otherwise specified, references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder in effect from time to time; and

(j) references to “dollars” or “\$” refer to currency of the United States of America, unless otherwise expressly provided.

ARTICLE II

GOVERNANCE

Section 2.1 Public Disclosures.

(a) The Company will take the necessary action to appoint each of David Lesar and Barry T. Smitherman as new outside directors to the Board, each of whom meet the requisite qualifications deemed appropriate by the Company with respect to membership on the Board (each, such new outside director, a “**New Director**” and collectively, the “**New Directors**”), in each case, in accordance with the Company’s Articles of Incorporation and Third Amended and Restated Bylaws, as amended, and the Texas Business Corporation Act, and such that the public announcements by the Company of the transactions contemplated by this Agreement can also refer to the New Directors.

(b) If a New Director (or any Replacement New Director) is unable or unwilling to serve as a director, resigns as a director, is removed as a director or ceases to be a director for any reason during the BREC Period and at such time the Investor (together with their Affiliates) Beneficially Owns a “net long position” (as defined in Rule 14e-4 under the Exchange Act) of, or have an aggregate net long economic exposure to, at least 2.5% (the “**Minimum Ownership Threshold**”) of the then outstanding Voting Securities, as promptly as practicable, the Company and the Investor shall cooperate with each other to mutually select an acceptable qualified candidate to be appointed to the Board as a substitute outside director (a “**Replacement New Director**”) upon prior written agreement, and the Board will take all action necessary to appoint such person to serve as an outside director on the Board for the remainder of such New Director’s term on the Board; provided that each New Director is, and each Replacement New

Director shall be, an individual who is believed (i) not to be an employee, officer, director, general partner, manager or other agent of the Investor or of any Affiliate of the Investor or receiving any payments from or have other financial arrangements with Investor or any Affiliate of the Investor with respect to the Company, (ii) not to be a limited partner, member or other investor (unless such investment has been disclosed to the Company) in the Investor or any Affiliate of the Investor, and (iii) not have any agreement, arrangement or understanding, written or oral, with the Investor or any Affiliate of the Investor regarding such person's service as a director of the Company. Effective upon the appointment of a Replacement New Director to the Board, such Replacement New Director will be considered a New Director for all purposes of this Agreement. In the event that the Investor seeks to consult with the Company as set forth herein regarding a Replacement New Director under this Section 2.1, the Investor shall certify in writing to the Company that it (together with its Affiliates) satisfies the Minimum Ownership Threshold as of the proposed time of any such exercise. Notwithstanding anything in this Agreement to the contrary, the Company's obligations under this Section 2.1(b) shall terminate as a nonexclusive remedy for any material breach of this Agreement by the Investor upon five (5) Business Days' written notice by the Company to the Investor if such breach has not been cured within such notice period; provided that the Company is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period.

(c) New Director Agreements, Arrangements and Understandings. The Investor agrees that neither it nor any of its Affiliates (a) will pay any compensation to the New Director (including any Replacement New Director) for such person's service on the Board or any committee thereof or with respect to the Company (b) will have any agreement, arrangement or understanding, written or oral, with the New Director (including any Replacement New Director) regarding such person's service on the Board or any committee thereof (including pursuant to which such person will be compensated for his or her service as a director on, or nominee for election to, the Board or any committee thereof (including the Business Review and Evaluation Committee)).

(d) New Director Information. As a condition to any Replacement New Director's appointment to the Board, such Replacement New Director will provide any information the Company reasonably requires, including information required to be disclosed in a proxy statement or other filing under applicable Law, stock exchange rules or listing standards and information in connection with assessing eligibility, independence and other criteria applicable to directors or satisfying compliance and legal obligations, and will consent to appropriate background checks, in each case, to the extent consistent with the information and background checks required by the Company in accordance with past practice with respect to other members of the Board or as otherwise may be required.

(e) Company Policies. The Parties acknowledge that the New Director (and any Replacement New Director), upon appointment to the Board, will be governed by the same protections and obligations regarding confidentiality, conflicts of interest, related party transactions, fiduciary duties, codes of conduct, trading and disclosure policies, director resignation policy, and other governance guidelines and policies of the Company as other directors of the Company (collectively, "Company Policies"), and shall have the same rights and benefits, including with respect to insurance, indemnification, compensation, fees and reimbursement of expenses, as are applicable to all non-executive directors of the Company.

(f) During the BREC Period, and at such other times as the Company may elect, the Company shall establish an advisory committee of its Board (the “**Business Review and Evaluation Committee**”) for the purposes set forth in the BREC Charter (such purposes, the “**Mandate**”). During the BREC Period, the BREC Charter shall not be materially amended (which such material amendments shall include, for the avoidance of doubt, any amendment that would serve to limit the scope of the BREC Charter) by the Company or the Board (including, for the avoidance of doubt, the Business Review and Evaluation Committee), without the prior written consent of the Investor (not to be unreasonably withheld, conditioned or delayed). The Company shall use commercially reasonable efforts to take any actions which may be necessary or desirable to effect the creation of the Business Review and Evaluation Committee and the adoption of the BREC Charter. The composition and membership of the Business Review and Evaluation Committee (collectively, the “**BREC Members**”) shall be as set forth in the BREC Charter. The Board, upon prior written agreement from the Investor during the BREC Period if the Investor meets the Minimum Ownership Threshold, shall have the right to remove and replace the BREC Members from membership on the Business Review and Evaluation Committee.

(g) During the BREC Period, the Company shall provide to the Investor the reasonable opportunity to present and discuss its views (and analyses, if any) regarding the Mandate or any recommendations to be made in connection therewith, to appropriate members of the Company’s senior executive team or to the Business Review and Evaluation Committee.

(h) The Company acknowledges that neither the Investor nor any of its past, present or future Affiliates, partners (both general and limited), members (both managing or otherwise), securityholders, stockholders, directors, officers, controlling Persons (if any), agents, consultants, legal advisors or employees (with respect to any Person, all such parties and their successors and assignees, together, its “**Related Parties**”, and it being understood, that no BREC Members shall be deemed to be Related Parties of the Investor) shall have, or be deemed or construed to have, any fiduciary duty (contractual or otherwise) to the Company or any other Person arising out of or in connection with (i) this Agreement (including the performance of any services provided hereunder), (ii) the performance of activities, services or omissions by the Investor or any of its Related Parties related to the work of the Business Review and Evaluation Committee or in connection with the furtherance of the Mandate and (iii) the operations of, or services provided by the Business Review and Evaluation Committee or any BREC Member to the Company or any other Person

ARTICLE III

GENERAL PROVISIONS

Section 3.1 **Public Disclosures.** Sections 5.4 and 5.8(a) and 5.8(b) of the Purchase Agreement is incorporated by reference into this Agreement, *mutatis mutandis*.

Section 3.2 **Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given if delivered personally, sent via electronic facsimile or email (with confirmation), mailed by registered or certified mail (return

receipt requested) or delivered by an express courier (with confirmation) to the Parties at the following addresses (or at such other address for a Party as may be specified by like notice):

(a) If to the Company:

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002
Attention: Jason M. Ryan
Email: jason.ryan@CenterpointEnergy.com

with copies (which shall not constitute notice) to:

Wachtell, Lipton, Rosen & Katz LLP
51 West 52nd Street
New York, NY 10019
Attention: Sabastian V. Niles
DongJu Song
Email: SVNiles@wlrk.com
DSong@wlrk.com

(b) If to the Investor:

Elliott International, L.P.
Elliott Associates, L.P.
c/o Elliott Management Corporation
40 West 57th Street, 4th floor
New York, NY 10019
Attention: Scott Grinsell
Elliot Greenberg
Email: sgrinsell@elliottmgmt.com
egreenberg@elliottmgmt.com

Section 3.3 Assignment; Third Party Beneficiaries. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned by any Party (whether by operation of Law or otherwise) without the prior written consent of the Company, except that (a) the Investor may assign and transfer, without the prior consent of the Company, its rights pursuant to Article VI (Registration Rights) hereof to a transferee to whom a Transfer of Private Placement Shares is permitted pursuant to this Agreement with respect to Private Placement Shares being Transferred, and (b) the Investor may grant to a creditor or lender a security interest in and to the Private Placement Shares, the Common Stock and/or its rights pursuant to Article VI (Registration Rights), and such rights may be further assigned by such creditor or lender. Any assignment in violation of this Section 3.3 shall be void ab initio. This Agreement (including the documents and instruments referred to in this Agreement) is not intended to and does not confer upon any Person any rights or remedies under this Agreement other than the Parties and permitted assigns.

Section 3.4 Prior Negotiations; Entire Agreement. This Agreement and the Governance Arrangements Agreement (including the agreements attached as exhibits and schedules to and the documents and instruments referred to in this Agreement and the Governance Arrangements Agreement) constitutes the entire agreement of the Parties and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties (including, with respect to the Investor, any prior agreement between the Company and any of the Investor's Affiliates) with respect to the subject matter of this Agreement; provided that the terms of the Confidentiality Agreement, dated March 17, 2020, between the Company, on the one hand, and Elliott Investment Management L.P. and Elliott Management Corporation, on the other hand, shall survive according to the terms set forth therein

Section 3.5 Governing Law; Venue; Waiver of Jury Trial.

(A) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CHOICE OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY ITS EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY AGREES FOR ITSELF THAT ANY LEGAL ACTION, SUIT, OR PROCEEDING AGAINST IT WITH RESPECT TO ANY MATTER ARISING UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RENDERED IN ANY SUCH ACTION, SUIT, OR PROCEEDING, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH OF THE PARTIES IRREVOCABLY ACCEPTS AND SUBMITS ITSELF TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, GENERALLY AND UNCONDITIONALLY, WITH RESPECT TO ANY SUCH ACTION, SUIT OR PROCEEDING. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING TO AN ADDRESS PROVIDED IN WRITING BY THE RECIPIENT OF SUCH MAILING, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD

NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 3.5.

Section 3.6 Counterparts. This Agreement may be executed in any number of counterparts, all of which will be considered one and the same agreement and will become effective when counterparts have been signed by each of the Parties and delivered to each other Party (including via facsimile or other electronic transmission), it being understood that each Party need not sign the same counterpart.

Section 3.7 Waivers and Amendments; Rights Cumulative; Consent. This Agreement may be amended, restated, modified or changed only upon written consent by the Company and the Investor. Any amendment, restatement, modification or change effected in accordance with this Section 3.7 shall be binding upon the Investor, each transferee or future holder of the Private Placement Shares, and the Company. No delay on the part of any Party in exercising any right, power or privilege pursuant to this Agreement will operate as a waiver thereof, nor will any waiver on the part of any Party of any right, power or privilege pursuant to this Agreement, nor will any single or partial exercise of any right, power or privilege pursuant to this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege pursuant to this Agreement.

Section 3.8 Headings. The headings in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

Section 3.9 Specific Performance. Each of the Parties agrees that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that each of the Parties shall be entitled to an injunction or injunctions without the necessity of posting a bond to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Unless otherwise expressly stated in this Agreement, no right or remedy described or provided in this Agreement is intended to be exclusive or to preclude a Party hereto from pursuing other rights and remedies to the extent available under this Agreement, at law or in equity.

[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Agreement as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ John W. Somerhalder II

Name: John W. Somerhalder II

Title: Interim President and Chief Executive Officer

[Signature page to Governance Arrangement Agreement]

ELLIOTT ASSOCIATES, L.P.

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: /s/ Elliot Greenberg _____

Name: Elliot Greenberg
Title: Vice President

ELLIOTT INTERNATIONAL, L.P.

By: Hambleton, Inc., its General Partner

By: Elliott Investment Management L.P.,
as attorney-in-fact

By: /s/ Elliot Greenberg _____

Name: Elliot Greenberg
Title: Vice President

[Signature page to Governance Arrangement Agreement]

Exhibit A

CENTERPOINT ENERGY, INC.

Business Review and Evaluation Committee

Charter

Purpose: The primary purpose of the Business Review and Evaluation Committee (“BREC”) of the Board of Directors (the “Board”) is to assist the Board in evaluating and optimizing the various businesses, assets and ownership interests currently held by CenterPoint Energy, Inc. (together with its subsidiaries, “CenterPoint” or the “Company”). In this regard, the BREC shall provide advice and recommendations to the Board regarding analyzing and executing on a comprehensive range of potential value-maximizing strategic business actions and alternatives related to the Company’s current configuration and alignment of businesses, assets and other ownership interests (the “Business Review and Evaluation”). The BREC shall engage in and oversee the review and evaluation of such matters. The BREC shall provide formal recommendations to the Board based on the conclusions of its review and analysis on a confidential and non-binding basis.

Membership and Voting: The BREC shall consist of five voting members. At inception, the BREC members shall include: David Lesar, Martin Nesbitt, Phillip Smith, Barry T. Smitherman and, in light of his Interim President and Chief Executive Officer position, John Somerhalder II (each a “BREC Voting Member” and, collectively, the “BREC Voting Members”). David Lesar shall chair the BREC (the “Chairperson”). The Chairperson shall be responsible for the leadership of the BREC, including overseeing the agenda, presiding over meetings and reporting to the Board. To the extent that a permanent Chief Executive Officer is appointed by the Board during the Term of the BREC (defined below), such person shall replace the Interim President and Chief Executive Officer on the BREC as the fifth member.

Each BREC Voting Member shall have one vote on each matter evaluated. Decisions made, actions taken and recommendations finalized and presented by the BREC to the Board shall require a majority vote of the then-appointed and serving BREC Voting Members; provided, however, that any BREC actions or evaluations that are supported by two or more votes on the BREC will be pursued by the BREC and any recommendation supported by two or more votes on the BREC will be finalized and presented to the Board.

Meetings and Structure: The BREC shall meet in-person, telephonically or by such other medium as is mutually agreed by the BREC Voting Members at such times as deemed appropriate by the Chairperson of the BREC, any two BREC Voting Members, the Chairperson of the Board or the Chief Executive Officer to carry out its responsibilities under this Charter. Beginning at its inception and for the first six months of its existence, the BREC shall meet a minimum of one time in each four-week period (and may of course meet more frequently). For the avoidance of doubt, the Chairperson of the Board may attend any and all meetings of the BREC, in whole or in part, at his or her discretion.

Responsibilities and Authority: In addition to the above, the BREC shall be provided with all necessary resources and authority for it to discharge its purpose, responsibilities and duties in performing the following functions in support of updating CenterPoint's strategic business plan:

- Provide advice and recommendations to the Board based on the BREC's Business Review and Evaluation.
- Retain, at the Company's expense, advisors and experts as it deems necessary in the performance of its duties. The Company shall pay the reasonable and documented fees and expenses of such advisors and experts.
- In coordination with the Chief Executive Officer of the Company and such officer's designees, request and receive any information it requires from Company personnel and representatives in support of the Business Review and Evaluation, all of whom shall be directed by the Company to cooperate in a timely manner with the BREC, as it deems necessary.
- Report to the Board regularly during the course of the Business Review and Evaluation, as the BREC deems necessary or appropriate or upon the Board's request, on information, analysis and developments related to the Business Review and Evaluation.

- Provide final formal recommendations to the Board on the results of and conclusions from the Business Review and Evaluation, on or prior to October 15, 2020.
- Assist the Company in preparation for an Investor Day: CenterPoint plans to hold an “Investor Day,” which may take place in person or be held virtually, by the end of the first quarter of 2021, where the Company shall undertake to provide, for the benefit of its current and prospective investors and stakeholders, heightened transparency into and enhanced disclosures regarding the Company, including as to updated strategic and capital plans, priorities, structures and investments; environmental, social and governance (“ESG”) initiatives; human capital management matters; and such other items as the Company may determine to address at the Investor Day with the input of the BREC and/or the Board.
- Periodically review and reassess the adequacy of this Charter and submit any proposed recommendations for changes to the Board for approval.
- Perform such other duties and responsibilities as specified by the Board from time to time.

Term: The BREC shall perform the portion of its work required to provide formal recommendations to the Board promptly and concluding by October 15, 2020. The BREC shall remain in place until the later of such time that the Board formally determines to not proceed with the BREC’s recommendations or such time that the Company consummates the strategic actions and alternatives that may be recommended by the BREC and approved by the Board, provided that in no event shall the BREC term end prior to the Investor Day.



For more information contact

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For Immediate Release

CenterPoint Energy Announces Landmark Actions: Significant Equity Investment, New Board Directors and New Board Committee

*\$1.4 Billion Equity Investment Will Further Strengthen Financial Position
and Eliminate Anticipated Equity Needs Through 2022*

David J. Lesar and Barry T. Smitherman Appointed as New Directors

*New Business Review and Evaluation Committee of the Board
Established to Support Value Enhancement for All Stakeholders*

Houston – May 7, 2020 – CenterPoint Energy, Inc. (NYSE: CNP) today announced a comprehensive approach to further strengthen and fortify its financial position, enhance shareholder value and advance the interests of all stakeholders. Today’s announcement has three key elements: a \$1.4 billion equity investment; the appointment of two new highly credentialed and qualified directors to the Board; and the creation of a new Business Review and Evaluation Committee of the Board.

Equity Investment

With the significant equity investment announced today, CenterPoint Energy has strengthened its financial position and provided additional certainty to stakeholders. When combined with measures previously announced on April 1, 2020, the equity investment is expected to position the Company to:

- De-lever its balance sheet, further supporting its investment-grade credit metrics and strengthening its overall credit profile;
- Eliminate the previously anticipated need to raise additional equity through 2022;
- Execute on its robust five-year, \$13 billion capital investment program focused entirely on its regulated utility businesses, delivering an expected overall ~7.5% rate base CAGR;
- Provide a 50%-55% utility earnings payout ratio on a go-forward basis (off of a current annualized base dividend of \$0.60 per share);
- Achieve the 5-7% utility earnings compound annual growth rate range over the planning horizon and scenarios described in the Company’s first quarter 2020 earnings news release; and
- Deliver strong, sustainable value and growth for the benefit of all stakeholders.

The \$1.4 billion equity investment includes \$725 million in mandatory convertible preferred shares and \$675 million in common shares. A mix of new and current

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investors are providing the new equity capital to CenterPoint Energy, including affiliates of Elliott Management Corporation, Fidelity Management & Research Company, Bluescape Energy Partners and other long-term oriented, well-established mutual fund families. The preferred shares' initial conversion price is \$15.31 per share, and the common shares were issued at \$16.08 per share.

Proceeds from these investments, in addition to the cash proceeds received from the sale of Miller Pipeline and Minnesota Limited, and expected to be received from the pending sale of CenterPoint Energy Services will be primarily applied to de-leverage the balance sheet to strengthen the Company's credit profile. As a result of today's financing, CenterPoint Energy no longer anticipates additional equity needs through 2022, and accordingly total equity issuance through 2022 would be below the midpoint of the company's previously contemplated equity issuance expectations. These decisive actions highlight CenterPoint Energy's substantial value proposition as a customer-focused energy delivery company with strong and growing electric and natural gas utility businesses.

New Board Directors

CenterPoint Energy has also bolstered its Board composition with the appointment of two new highly qualified directors, David J. Lesar and Barry T. Smitherman, bringing the total number of directors on the Board to 10. These directors come to the Board with exemplary leadership experience, unique backgrounds and well matched skillsets tailored for the needs and opportunities ahead for the Company.

Milton Carroll, Executive Chairman, said, "Dave Lesar and Barry Smitherman are highly accomplished leaders who add valuable perspectives and expertise to our Board. As the former CEO of Halliburton for 17 years and a CPA with a distinguished tenure at Arthur Andersen, Dave is an outstanding executive with extensive financial and operational experience. He also has an impressive track record in delivering shareholder value at the enterprises he led. Barry, an attorney by training, has enjoyed a distinguished career in banking and public service, including formerly as chairman of both the Public Utility Commission and the Railroad Commission of Texas. This experience will be invaluable in supporting strong regulatory strategies for CenterPoint Energy. We are delighted to welcome both to our Board and look forward to benefitting from their wise counsel and active participation."

Dave Lesar said, "I am pleased to be joining the distinguished board of such an outstanding company. CenterPoint Energy is a backbone of economic vitality in the state of Texas and the communities it serves. I look forward to working with the Company and my fellow directors to navigate the opportunities and complexity of the energy delivery markets."

Barry Smitherman said, "I have known and worked with CenterPoint Energy for decades, including during my tenure as chairman of the PUCT and the Railroad Commission. I have always respected the Company for its commitment to service, safety and integrity, and I am excited to be joining its outstanding board of directors."

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New Business Review and Evaluation Committee of the Board; Investor Day

In addition to the new director appointments, the Board has formed a new Business Review and Evaluation Committee of the Board (the “Committee”). To further enhance the Company’s financial strength, positioning and value proposition, the new Committee will provide advice and recommendations to the Board regarding analyzing and executing on a comprehensive range of potential value-maximizing strategic business actions and alternatives related to CenterPoint Energy’s current configuration and alignment of businesses, assets and other ownership interests. The Committee is expected to conclude its work and make recommendations to the Board by October 2020, and CenterPoint Energy plans to hold an investor day by early 2021 to update stakeholders on its strategic business plan.

The Committee will be comprised of five members, including current Board directors Martin Nesbitt and Phillip Smith, and new Board directors David Lesar (who will chair the Committee) and Barry Smitherman. John Somerhalder II will remain Interim President and Chief Executive Officer through at least June 30, 2020, and in this capacity, will serve as the fifth member of the Committee. The CEO position on the Committee would be filled by the individual selected by the Board to serve as the Company’s permanent CEO once appointed. To facilitate the Committee’s seamless work and to ensure its continuity, the Committee’s chairperson will join the Board’s sub-committee tasked with supporting the Board’s ongoing permanent CEO selection process. The full Business Review and Evaluation Committee charter can be found on CenterPoint Energy’s website.

Regarding the comprehensive approach to value creation announced today, Somerhalder said: “We are pleased that these sophisticated and experienced investors have chosen to invest with CenterPoint Energy. All of the investors in this transaction have a proven ability in collaborating to drive substantial value enhancement and bring strong, long-term credibility in the U.S. utility industry. With no further anticipated equity needs through 2022, these equity investments provide a transformational opportunity for the Company to operate from a position of heightened strength and flexibility while remaining focused on providing safe, reliable, affordable and sustainable service to our customers and executing on the wide range of long-term opportunities across our utility businesses. The opportunities before us to create sustainable value have also been strengthened by the Board’s appointment of two new outstanding directors with critical expertise, leadership experience and relevant skillsets, and the creation of the new Business Review and Evaluation Committee.”

Jeff Rosenbaum, Senior Portfolio Manager at Elliott Management, said: “We believe the transformative balance-sheet and governance enhancements announced today will have a positive impact on CenterPoint Energy’s future. The Company’s premium regulated utilities already benefit from strong service territories and plentiful growth opportunities. We are confident that this watershed equity transaction, which will address the Company’s capital needs for years to come, combined with the addition of new perspectives and processes to the Board, will position CenterPoint Energy to benefit from meaningful value-creation opportunities in the near- and long-term. We are pleased to have worked with CenterPoint Energy’s Board over the past several months, and we thank them for this collaborative outcome.”

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Legal Advisors

Wachtell, Lipton, Rosen & Katz and Baker Botts L.L.P. served as legal counsel to CenterPoint Energy. Ropes & Gray LLP acted as counsel to Elliott in connection with the investment.

About David J. Lesar

Dave Lesar was named the interim CEO of Health Care Service Corporation in July 2019, having joined the company's board of directors in 2018, and will step down as HCSC's interim CEO on June 1, 2020. HCSC is the largest privately-held health insurer in the U.S. He was the Chairman of the Board and CEO of Halliburton from 2000 to 2017 and Executive Chairman of the Board from June 2017 until December 2018. At the company, he also served as CFO from 1995 through May 1997 and President and Chief Operating Officer from May 1997 through August 2010. Mr. Lesar joined Halliburton in 1993. He has also served on the board of directors of several companies, most recently Agrium, Inc. as well as Lyondell Chemical Co., Southern Co., Cordant Technologies, and Mirant. Trained as a Certified Public Accountant, Mr. Lesar spent 16 years at Arthur Andersen where he began in 1978. He received both his B.S. and MBA from the University of Wisconsin.

About Barry T. Smitherman

Barry Smitherman is the principal of Barry Smitherman, P.C. and a former partner in the energy regulatory group at Vinson & Elkins LLP. He served as Texas Railroad Commissioner from 2011 through 2014, and was Chairman of the Commission from March 2012 through August 2014. Prior to joining the TX RRC, Mr. Smitherman was Chairman of the Public Utility Commission of Texas, a position he held from November 2007 through July 2011. His service as a PUCT Commissioner began in April 2004. Over this time period, he served two terms on the U.S. Department of Energy Electricity Advisory Committee, on the Board of Directors of the National Association of Regulatory Utility Commissioners (NARUC), Chairman of the NARUC Gas Committee, on the Electric Reliability Council of Texas (ERCOT) Board of Directors, and on the Regional State Committee of the Southwest Power Pool (SPP). Prior to beginning public service, Mr. Smitherman spent 16 years as a public finance investment banker with J.P. Morgan Securities, The First Boston Corporation, Lazard, and Banc One Capital Markets.

About Elliott

Elliott Management Corporation is a multi-strategy fund manager with approximately \$40 billion in assets under management. Its flagship fund, Elliott Associates, L.P., was founded in 1977, making it one of the oldest funds of its kind under continuous management. The Elliott funds' investors include pension plans, sovereign wealth funds, endowments, foundations, funds-of-funds, high net worth individuals and families, and employees of the firm.

About CenterPoint Energy

Headquartered in Houston, Texas, CenterPoint Energy, Inc. (NYSE: CNP) is an energy delivery company with regulated utility businesses in eight states and a competitive energy businesses footprint in more than 30 states. Through its electric transmission & distribution, power generation and natural gas distribution businesses, the company serves more than 7 million metered customers in Arkansas, Indiana, Louisiana, Minnesota, Mississippi, Ohio, Oklahoma and Texas. CenterPoint Energy's competitive energy businesses include natural gas marketing and energy-related services; energy efficiency and sustainability solutions; and owning and

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operating intrastate natural gas pipeline systems. As of December 31, 2019, the company owns nearly \$35 billion in assets and also owns 53.7 percent of the common units representing limited partner interests in Enable Midstream Partners, LP, a publicly traded master limited partnership that owns, operates and develops strategically located natural gas and crude oil infrastructure assets. With approximately 9,900 employees, CenterPoint Energy and its predecessor companies have been in business for more than 150 years. For more information, visit CenterPointEnergy.com.

This news release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. When used in this news release, the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “objective,” “plan,” “potential,” “predict,” “projection,” “should,” “target,” “will” or other similar words are intended to identify forward-looking statements. These forward-looking statements are based upon assumptions of management which are believed to be reasonable at the time made and are subject to significant risks and uncertainties. Actual events and results may differ materially from those expressed or implied by these forward-looking statements. Any statements in this news release regarding capital investments, future earnings, future equity and capital needs or the lack thereof, the impact of the announced transactions, future balance sheet strength, credit metrics and overall credit profile, utility earnings growth or payout ratios, the mandate and activities of the board’s business review and evaluation committee and any future actions that may be taken by the company, future financial performance and results of operations, including, but not limited to earnings guidance, impact of COVID-19, including with respect to regulatory actions, and any other statements that are not historical facts are forward-looking statements. Each forward-looking statement contained in this news release speaks only as of the date of this release. Important factors that could cause actual results to differ materially from those indicated by the provided forward-looking information include risks and uncertainties relating to: (1) the impact of COVID-19; (2) financial market conditions; (3) general economic conditions; (4) the timing and impact of future regulatory and legislative decisions; (5) effects of competition; (6) weather variations; (7) changes in business plans; and (8) other factors discussed in CenterPoint Energy’s Annual Report on Form 10-K for the fiscal year ended December 31, 2019, CenterPoint Energy’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2020 and other reports CenterPoint Energy or its subsidiaries may file from time to time with the Securities and Exchange Commission.

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