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**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): **March 15, 2023**

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Securities registered pursuant to Section 12(b) of the Act:

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

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

Emerging Growth Company

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

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

*Appointment of Chief Financial Officer*

On March 15, 2023, CenterPoint Energy, Inc. (the “Company”) appointed Christopher A. Foster to the position of Executive Vice President and Chief Financial Officer of the Company, effective May 5, 2023.

Christopher A. Foster, 44, served as Executive Vice President and Chief Financial Officer of PG&E Corporation (“PG&E”), a publicly traded electric utility holding company serving customers in Northern and Central California through its subsidiary Pacific Gas and Electric Company, since March 2021. He previously served in various positions of increasing responsibilities at PG&E since 2011, including as Vice President and Interim Chief Financial Officer from September 2020 to March 2021, and Vice President, Treasury and Investor Relations from March 2020 to September 2020. He earned his bachelor's degree from Michigan State University. Mr. Foster serves on the Boards of Exploratorium, a San Francisco-based science and technology museum, and Xenophon, a nonprofit organization focused on therapeutic riding for disabled youth and veterans.

In connection with his appointment, Mr. Foster will receive a base salary of \$700,000 per year and a buy-out equity award consisting of restricted stock units valued at \$3.9 million, half of which will vest upon his continued employment through the first anniversary of the grant date and the remaining half of which will vest upon his continued employment through the second anniversary of the grant date. In connection with facilitating Mr. Foster's relocation to the Company's headquarters in Houston, Texas where he does not currently have a residence, he will receive relocation assistance subject to the Company's executive relocation policy. Mr. Foster will be eligible to participate in the Company's compensation and benefits plans and programs for similarly situated executives, including the Company's change in control plan and incentive plans. The incentive plans include the Company's Short-Term Incentive Plan (“STI”) and the Long-Term Incentive Plan (“LTI”). His initial target STI award level will be 80% of base salary, his target LTI award level will be 260% of base salary, and his awards for 2023 will not be subject to proration. Mr. Foster will also be eligible for certain other additional benefits as described in the offer letter, which is included as Exhibit 10.1.

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

In connection with Mr. Foster's appointment, Jason P. Wells, President, Chief Operating Officer and Chief Financial Officer of the Company, will step down from his role as Chief Financial Officer of the Company, effective concurrent with the appointment of Mr. Foster, and Mr. Wells will continue to serve as President and Chief Operating Officer of the Company.

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

*Form of Award Agreement*

On March 15, 2023, the Compensation Committee also approved a new form of award agreement under the Company's Long-Term Incentive Plan for certain grants of restricted stock unit awards, including the buy-out equity incentive grant to Mr. Foster described above. Among other things, the new form of award agreement provides that awards granted under this form shall vest in full upon the recipient's death, “disability,” the termination of the recipient's employment without “cause” (as each such term is defined in the form of award agreement).

The description of the form award agreement is qualified in its entirety by reference to the full text of the form of restricted stock unit award agreement, which is included as Exhibit 10.2, hereto and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

- (d) Exhibits.
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EXHIBIT  
NUMBER

EXHIBIT DESCRIPTION

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10.1	<a href="#">Christopher A. Foster Offer Letter</a>
10.2	<a href="#">Form of Restricted Stock Unit Award Agreement</a>
99.1	<a href="#">Press Release issued March 15, 2023 regarding the appointment of Christopher A. Foster</a>
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document

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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: March 15, 2023

By: /s/ Monica Karuturi

\_\_\_\_\_  
Monica Karuturi

Executive Vice President and General Counsel

SIGNATURE

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

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

Date: March 15, 2023

By: /s/ Monica Karuturi

\_\_\_\_\_  
Monica Karuturi

Executive Vice President and General Counsel

SIGNATURE

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

**CENTERPOINT ENERGY RESOURCES CORP.**

Date: March 15, 2023

By: /s/ Monica Karuturi

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Monica Karuturi

Executive Vice President and General Counsel



1111 Louisiana Street  
Houston, Texas, 77002

March 14, 2023

Mr. Christopher A. Foster

Dear Chris:

I am pleased to extend to you an offer of employment with CenterPoint Energy (the "Company"), as EVP & Chief Financial Officer reporting to me. Your offer includes the following:

**Salary:**

\$26,923.07 Biweekly (\$700,000 per year)

**Incentive Compensation:**

**Short-Term Incentive (STI)** - You will be eligible for a 2023 STI award, without proration, with a target award level of 80% of your annual base salary. Annual plan year award funding will be based upon the achievement of a combination of corporate goals, approved by the Compensation Committee of the Board of Directors (Committee). Your actual payout, if any, is fully discretionary based on achievement of corporate goals as well as your individual performance.

**Long-Term Incentive (LTI) plan participation** - You will be eligible for participation in the CenterPoint Energy Long-Term Incentive Plan ("LTIP"). This incentive may be granted in a combination of CenterPoint Energy performance share units, restricted stock units, stock options, or other authorized form. You will be granted 2023-2025 LTIP awards without proration and with an aggregate target incentive level of 260% of your annual base salary, each subject to three-year cliff vesting and achievement of specified corporate performance goals. For your information, your 2023 awards will consist of 25% time-based restricted stock units (RSUs) conditioned upon achieving a positive operating income goal in the last full calendar year of the vesting period, 35% performance share units (PSUs) based on total shareholder return versus peer companies, 35% PSUs based on achieving a cumulative adjusted earnings per share goal, and 5% PSUs based on achieving a cumulative carbon reduction goal. Payout of the PSUs may range from 0% to 200% of the target number of shares. Your LTIP awards will be subject to the terms and conditions of the applicable award agreements.

**Executive Benefits:**

You are eligible for several executive benefits including the Change In Control Plan (the "CIC Plan"). A summary of these benefits is included for your information.

**Other Benefits:**

Participation in CenterPoint Energy's industry competitive benefits package. A summary is included.

**Vacation:**

Five (5) weeks of vacation each calendar year including for this year.

**Relocation Assistance:**

Relocation assistance will be provided pursuant to the Company's Relocation Policy. A summary of the program is attached. If you accept the Company's reimbursement for relocation expenses, you will be required to repay 100% of the reimbursement if you voluntarily resign other than for Good Reason (as defined in the CIC Plan) or you are terminated for Cause (as defined in the CIC Plan) within the first year after the effective date of your employment and 50% if within two years.

**Buy-Out Incentive:**

You will be granted a one-time, time-based RSU award under the CenterPoint Energy LTIP for CenterPoint Energy stock having a total grant date value of \$3,900,000, subject to ratable vesting over a two-year period. One-half of the award will vest upon your continued employment through the first anniversary of the grant date, which will be your hire date, and the remaining one-half will vest upon your continued employment through the second anniversary of the grant date. Any unvested units will be forfeited should you voluntarily resign or if you are terminated by the Company for Cause prior to the applicable vesting date. In the event of your termination due to death or disability or your involuntary termination by the Company other than for Cause, your unvested units under the award shall fully vest. Your award will be subject to the terms and conditions of the applicable award agreement.

**Legal Fees**

The Company shall pay your reasonable legal fees incurred with respect to the negotiation of your employment, with such payment being paid directly to the law firm and reported as wages for tax purposes.

**Anticipated Start Date:**

May 5, 2023, or other date mutually agreed to.

**Conditions:**

This offer is contingent upon successful completion of our background investigation, which will be conducted prior to your employment date.

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

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

This letter neither constitutes nor may be construed as an employment contract between the Company and you for any period of time. Employment with CenterPoint Energy is an at-will employment relationship governed by applicable federal and state laws.

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

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

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

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

To indicate your acceptance of this employment offer, please sign the original offer letter and return to me. I look forward to working with you and I believe that you will be a great addition to our team and contribute to the execution of our long-term growth strategy.

Sincerely,

/s/ David J. Lesar

David J. Lesar  
CEO

/s/ Christopher A. Foster

Christopher A. Foster

March 14, 2023

Date



**CENTERPOINT ENERGY, INC.**  
**2022 LONG TERM INCENTIVE PLAN**  
**FORM OF RESTRICTED STOCK UNIT AWARD AGREEMENT**

Pursuant to this Restricted Stock Unit Award Agreement (“Award Agreement”), **CenterPoint Energy, Inc.** (the “Company”) hereby grants to <first\_name> <last\_name>, an employee of the Company, on <award\_date> (the “Award Date”), a restricted stock unit award of <shares\_awarded> units of Common Stock of the Company (the “RSU Award”) pursuant to the **CenterPoint Energy, Inc. 2022 Long Term Incentive Plan** (the “Plan”), subject to the terms, conditions and restrictions described in the Plan and as follows:

**1. Relationship to the Plan; Definitions.** This RSU Award is subject to all of the terms, conditions and provisions of the Plan in effect on the date hereof and administrative interpretations thereunder, if any, adopted by the Committee. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant herein also include the heirs or other legal representatives of the Participant. For purposes of this Award Agreement:

“**Award Date**” means the date this RSU Award is granted to the Participant as specified in this Award Agreement.

“**Cause**” means the Participant’s (a) gross negligence in the performance of his or her duties, (b) intentional and continued failure to perform his or her duties, (c) intentional engagement in conduct which is materially injurious to the Company or its Subsidiaries (monetarily or otherwise) or (d) conviction of a felony or a misdemeanor involving moral turpitude. For this purpose, an act or failure to act on the part of the Participant will be deemed “intentional” only if done or omitted to be done by the Participant not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company, and no act or failure to act on the part of the Participant will be deemed “intentional” if it was due primarily to an error in judgment or negligence.

“**Disability**” means that the Participant is both eligible for and in receipt of benefits under the Company’s long-term disability plan.

“**Employment**” means employment with the Company or any of its Subsidiaries.

“**Section 409A**” means Code Section 409A and the Treasury regulations and guidance issued thereunder.

“**Separation from Service**” means a separation from service with the Company or any of its Subsidiaries within the meaning of Treasury Regulation § 1.409A-1(h) (or any successor regulation).

“**Termination Date**” means the date of the Participant’s Separation from Service.

“**Vesting Date**” means one or more vesting dates as specified in Section 3.

**2. Establishment of RSU Award Account.** The grant of units of Common Stock of the Company pursuant to this Award Agreement shall be implemented by a credit to a bookkeeping account maintained by the Company evidencing the accrual in favor of the Participant of the unfunded and unsecured right to receive a corresponding number of shares of Common Stock, which right shall be subject to the terms, conditions and restrictions set forth in the Plan and to the further terms, conditions and restrictions set forth in this Award Agreement. Except as otherwise provided in Section 10 of this Award Agreement, the units of Common Stock credited to the Participant's bookkeeping account may not be sold, assigned, transferred, pledged or otherwise encumbered until the Participant has been registered as the holder of shares of Common Stock on the records of the Company as provided in Sections 4 or 5 of this Award Agreement.

**3. Vesting of RSU Award.** Unless earlier vested or forfeited pursuant to this Section 3 or Section 4 below, the Participant's right to receive shares of Common Stock under this Award Agreement shall vest with respect to the number of units and on the Vesting Date(s) as shown in the following schedule:

<vesting\_schedule>

Except as provided in Sections 4 below, the Participant must be in continuous Employment during the period beginning on the Award Date and ending on the Vesting Date(s) in order for the units (as indicated above) of the RSU Award to vest on such Vesting Date(s); otherwise, all unvested units shall be forfeited as of the Participant's Termination Date.

**4. Effect of Separation from Service; Timing of Distribution.**

(a) Death or Disability. Notwithstanding Section 3 above, if the Participant's Termination Date occurs prior to the final Vesting Date and is due to the Participant's death or Separation from Service due to Disability, then the Participant shall vest in the right to receive the total number of unvested units of Common Stock subject to this Award Agreement.

(b) Termination of Employment without Cause. Notwithstanding Section 3 above, if the Participant's Termination Date occurs prior to the final Vesting Date and is due to involuntary termination of Employment by the Company or any of its Subsidiaries without Cause, then the Participant shall vest in the right to receive the total number of unvested units of Common Stock subject to this Award Agreement.

(c) Timing of Distribution. If the Participant is entitled to a benefit pursuant to Section 4(a) or (b) hereof, then the number of shares of Common Stock determined in accordance with the applicable provision of this Section 4 shall be distributed not later than the 70th day after the Participant's Termination Date.

(d) Dividend Equivalents. Upon the date of distribution of shares of Common Stock under this Section 4, the Participant shall also be entitled to receive Dividend Equivalents for the period from the Award Date to the date such vested shares of Common Stock are distributed to the Participant.

**5. Payment of RSU Award Under Section 3.** Upon the vesting of the Participant's right to receive a number of the shares of Common Stock pursuant to Section 3 under this Award Agreement, such shares of Common Stock will be distributed not later than the 70th day after the applicable Vesting Date. Moreover, upon the date of distribution of shares of Common Stock, the Participant shall also be entitled to receive Dividend Equivalents for the period commencing on the Award Date and ending on the date such vested shares of Common Stock are distributed to the Participant.

6. **Confidentiality.** The Participant agrees that the terms of this Award Agreement are confidential and that any disclosure to anyone for any purpose whatsoever (save and except disclosure to financial institutions as part of a financial statement, financial, tax and legal advisors, or as required by law) by the Participant or his or her agents, representatives, heirs, children, spouse, employees or spokespersons shall be a breach of this Award Agreement and the Company may elect to revoke the grant made hereunder, seek damages, plus interest and reasonable attorneys' fees, and take any other lawful actions to enforce this Award Agreement.

7. **Participant Obligations.**

(a) **Confidentiality.** The Participant acknowledges that in the course of his or her employment with the Company, the Company agrees to provide to the Participant Confidential Information regarding the Company and the Company's business and has previously provided the Participant other such Confidential Information. In return for this and other consideration, provided under this Award Agreement, the Participant agrees that he or she will not, while employed by the Company and thereafter, disclose or make available to any other person or entity, or use for his own personal gain, any Confidential Information, except for such disclosures as required in the performance of his or her duties hereunder or as may otherwise be required by law or legal process (in which case the Participant shall notify the Company of such legal or judicial proceeding by a non-governmental party as soon as practicable following his receipt of notice of such a proceeding, and permit the Company to seek to protect its interests and information). Nothing in this Award Agreement, however, limits or precludes Participant from making a good faith voluntary report, charge, complaint, or claim to or providing truthful testimony and documents as required by law or under oath pursuant to a subpoena, court order, or request by the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission or any other federal, state, or local government agency or commission ("Government Agencies"). Participant further understands that this Award Agreement does not limit Participant's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information to the Government Agency, without notice to the Company. For purposes of this Award Agreement, "**Confidential Information**" shall mean any and all information, data and knowledge that has been created, discovered, developed or otherwise become known to the Company or any of its affiliates or ventures or in which property rights have been assigned or otherwise conveyed to the Company or any of its affiliates or ventures, which information, data or knowledge has commercial value in the business in which the Company is engaged, except such information, data or knowledge as is or becomes known to the public without violation of the terms of this Award Agreement. By way of illustration, but not limitation, Confidential Information includes business trade secrets, secrets concerning the Company's plans and strategies, nonpublic information concerning material market opportunities, technical trade secrets, processes, formulas, know-how, improvements, discoveries, developments, designs, inventions, techniques, marketing plans, manuals, records of research, reports, memoranda, computer software, strategies, forecasts, new products, unpublished financial information, projections, licenses, prices, costs, and employee, customer and supplier lists or parts thereof.

(b) **Return of Property.** The Participant agrees that at the time of his or her Separation from Service, he or she will deliver to the Company (and will not keep in his or her possession, recreate or deliver to anyone else) all Confidential Information as well as all other devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, customer or client lists or information, or any other documents or property (including all reproductions of

the aforementioned items) belonging to the Company or any of its affiliates or ventures, regardless of whether such items were prepared by the Participant.

(c) Non-Solicitation and Non-Competition.

(1) *Non-Solicitation.* For consideration provided under this Award Agreement, including, but not limited to the Company's agreement to provide the Participant with Confidential Information (as defined in Section 7(a)) regarding the Company and the Company's business, the Participant agrees that, while employed by the Company and for one year following his or her Separation from Service, he or she shall not, without the prior written consent of the Company, directly or indirectly, (i) hire or induce, entice or solicit (or attempt to induce, entice or solicit) any employee of the Company or any of its affiliates or ventures to leave the employment of the Company or any of its affiliates or ventures or (ii) solicit or attempt to solicit the business of any customer or acquisition prospect of the Company or any of its affiliates or ventures with whom the Participant had any actual contact while employed at the Company.

(2) *Non-Competition.* For consideration provided under this Award Agreement, including, but not limited to the Company's agreement to provide the Participant with Confidential Information regarding the Company and the Company's business, the Participant agrees that while employed by the Company and for one year following a Separation from Service he or she will not, without the prior written consent of the Company, acting alone or in conjunction with others, either directly or indirectly, engage in any business that is in competition with the Company or accept employment with or render services to such a business as an officer, agent, employee, independent contractor or consultant, or otherwise engage in activities that are in competition with the Company.

(3) *Restricted Area.* The restrictions contained in this Section 7(c) are limited to a 50-mile radius around any geographical area in which the Company engages (or has definite plans to engage) in operations or the marketing of its products or services at the time of the Participant's Separation from Service.

(d) Restrictions Reasonable. The Participant acknowledges that the restrictive covenants under this Section 7, for which the Participant received valuable consideration from the Company as provided in this Award Agreement, including, but not limited to the Company's agreement to provide the Participant with Confidential Information regarding the Company and the Company's business are ancillary to otherwise enforceable provisions of this Award Agreement that the consideration provided by the Company gives rise to the Company's interest in restraining the Participant from competing and that the restrictive covenants are designed to enforce the Participant's consideration or return promises under this Award Agreement. Additionally, the Participant acknowledges that these restrictive covenants contain limitations as to time, geographical area, and scope of activity to be restrained that are reasonable and do not impose a greater restraint than is necessary to protect the goodwill or other legitimate business interests of the Company, including, but not limited to, the Company's need to protect its Confidential Information.

(e) Violations. If the Participant violates any provision of this Section 7, the Participant shall not be entitled to receive any amounts that would otherwise be payable to the Participant with respect to this RSU Award, and such amounts shall be forfeited. If the Participant violates any provision of this Section 7 after amounts under this RSU Award have been paid or if the Company learns of the violation after amounts under this RSU Award have been paid, the Participant shall repay to the Company the Common

Shares (or the equivalent value thereof determined as of the date of the Company's demand) or the cash received, as the case may be, within thirty (30) days of receiving a demand from the Company for the repayment of the award. Further, the Company shall be entitled to an award of attorneys' fees incurred with securing any relief hereunder and/or pursuant to a breach or threatened breach of this Section 7.

**8. Notices.** For purposes of this Award Agreement, notices to the Company shall be deemed to have been duly given upon receipt of written notice by the Corporate Secretary of CenterPoint Energy, Inc., 1111 Louisiana, Houston, Texas 77002, or to such other address as the Company may furnish to the Participant.

Notices to the Participant shall be deemed effectively delivered or given upon personal, electronic, or postal delivery of written notice to the Participant, the place of Employment of the Participant, the address on record for the Participant at the human resources department of the Company, or such other address as the Participant hereafter designates by written notice to the Company.

**9. Shareholder Rights.** The Participant shall have no rights of a shareholder with respect to the units of Common Stock subject to this Award Agreement, unless and until the Participant is registered as the holder of such shares of Common Stock.

**10. Successors and Assigns.** This Award Agreement shall bind and inure to the benefit of and be enforceable by the Participant, the Company and their respective permitted successors and assigns except as expressly prohibited herein and in the Plan. Notwithstanding anything herein or in the Plan to the contrary, the units of Common Stock are transferable by the Participant to Immediate Family Members, Immediate Family Member trusts, and Immediate Family Member partnerships pursuant to Section 13 of the Plan.

**11. No Employment Guaranteed.** Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any Subsidiary, or any successor thereto, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

**12. Waiver.** Failure of either party to demand strict compliance with any of the terms or conditions hereof shall not be deemed a waiver of such term or condition, nor shall any waiver by either party of any right hereunder at any one time or more times be deemed a waiver of such right at any other time or times. No term or condition hereof shall be deemed to have been waived except by written instrument.

**13. Exclusion with Section 409A.** It is the intent of the Company and the Participant that this Award Agreement provide "short-term deferrals" under Section 409A and will be interpreted and administered consistent therewith. In any event, (i) no adjustment to the RSU Award pursuant to Section 14 of the Plan and (ii) no substitutions of the benefits under this Award Agreement, in each case, shall be made in a manner that results in noncompliance with the requirements of Section 409A, to the extent applicable.

**14. Modification of Award Agreement.** Any modification of this Award Agreement is subject to Section 13 hereof and shall be binding only if evidenced in writing and signed by an authorized representative of the Company.



For more information contact  
**Media:**  
**Communications**  
Media.Relations@CenterPointEnergy.com  
**Investors:**  
**Jackie Richert/Ben Vallejo**  
Phone 713.207.6500

For Immediate Release

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## **CenterPoint Energy announces appointment of Christopher Foster as Executive Vice President and Chief Financial Officer**

**Houston – March 15, 2023** – CenterPoint Energy, Inc. (NYSE: CNP) today announced the appointment of Christopher Foster as Executive Vice President and Chief Financial Officer, effective May 5. Foster will oversee the company’s Finance organization, including Accounting, Financial Planning and Analysis, Treasury, Tax, Internal Audit, and Investor Relations. He will report to CenterPoint Energy’s Chief Executive Officer Dave Lesar and serve on the company’s Executive Committee.

“Chris is an outstanding leader and one of the most well-respected CFOs in the utility sector. He has a proven track record in managing financial and operational areas, delivering results in a regulated business environment, driving a utility-focused strategy, and optimizing value for stakeholders,” said Lesar. “Chris will be an exceptional addition to CenterPoint Energy’s already strong leadership team.”

Lesar added, “Chris’ experience and talent will be invaluable to our company as we continue to execute our long-term growth strategy and build on our strong momentum from 2022, which included achieving industry-leading organic growth, reaching 11 consecutive quarters of meeting or exceeding expectations, and establishing our position as a premium-valued utility.”

Foster joins CenterPoint Energy from PG&E Corporation where he held roles of increasing responsibility over the past 11 years. Most recently, he served as Executive Vice President and Chief Financial Officer overseeing PG&E’s financial activities.

Foster’s accomplishments included the execution of the company’s financial plan to deliver top-decile earnings growth for investors, improved balance sheet health, and greater customer affordability. He also successfully completed more than \$9.5 billion in securitizations, as well as cumulative transactions and financings of over \$50 billion over three years. Prior to his EVP and CFO role, he held leadership positions in Integrated Grid Planning and Innovation, Investor Relations and Treasury. He began his professional career working as an advisor in the U.S. Congress and held several leadership roles over the course of 10 years.

“With a compelling strategy, a laser-focused plan to invest in the safety, reliability and resiliency of its electric and natural gas systems, a diversified, premium service territory, and substantial progress in advancing the transition to a cleaner energy future, I believe CenterPoint Energy has an incredibly bright future,” said Foster. “I am honored to serve as CFO of this great company and look forward to building on our momentum as we strive to deliver a premium utility experience to our customers, shareholders, employees and communities.”

- more -

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Foster graduated with a bachelor's degree from Michigan State University with a focus on political theory and constitutional democracy. He is active in the community and serves on the Boards of Exploratorium, a San Francisco-based science and technology museum, and Xenophon, a nonprofit organization focused on therapeutic riding for disabled youth and veterans.

"I would like to thank Jason Wells for his continued leadership as our CFO following his promotion to CenterPoint Energy's President and COO in January," said Lesar. "While assuming responsibility for his critical new execution-focused role, Jason continues to be instrumental in providing financial leadership and direction."

### **Forward Looking Statement**

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 future events, such as the potential growth, including the timing and scale of such growth, of CenterPoint Energy, CenterPoint Energy's long-term capital plan and its ability to execute on its long-term capital plan, CenterPoint Energy's ability to execute on its generation transition plan and to implement cleaner energy, future financial performance of CenterPoint Energy, 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 pandemics, including the COVID-19 pandemic; (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; (8) continued disruptions to the global supply chain and increases in commodity prices; (9) legislative decisions, including tax and developments related to the environment such as global climate change, air emissions, carbon and waste water discharges; (10) CenterPoint Energy's ability to execute on its initiatives, targets and goals and operations and maintenance goals and (11) other factors, risks and uncertainties discussed in CenterPoint Energy's Annual Report on Form 10-K for the fiscal year ended December 31, 2022 and other reports CenterPoint Energy or its subsidiaries may file from time to time with the Securities and Exchange Commission.

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### **About CenterPoint Energy**

As the only investor-owned electric and natural gas utility based in Texas, CenterPoint Energy, Inc. (NYSE: CNP) is an energy delivery company with electric transmission and distribution, power generation and natural gas distribution operations that serve more than 7 million metered customers in Indiana, Louisiana, Minnesota, Mississippi, Ohio and Texas. As of December 31, 2022, the company owned approximately \$38 billion in assets. With approximately 9,000 employees, CenterPoint Energy and its predecessor companies have been in business for more than 150 years. For more information, visit [CenterPointEnergy.com](http://CenterPointEnergy.com).

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