
**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): August 15, 2018

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))

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.

On August 15, 2018, CenterPoint Energy, Inc. (“CenterPoint Energy”) entered into an Underwriting Agreement (the “Underwriting Agreement”), among CenterPoint Energy and the several Underwriters named in Schedule I to the Underwriting Agreement (the “Underwriters”), relating to the underwritten public offering (the “Offering”) of \$800,000,000 of CenterPoint Energy’s Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock, par value \$0.01 per share, with a liquidation preference of \$1,000 per share (the “Series A Preferred Stock”). Dividends on the Series A Preferred Stock will accrue at an annual rate of 6.125% until September 1, 2023 and thereafter will accrue at an annual rate equal to the three month U.S. dollar LIBOR for such dividend period plus 3.270%. The Offering is being made pursuant to CenterPoint Energy’s registration statement on Form S-3 (Registration No. 333-215833). The Offering is expected to close on August 22, 2018.

The designation, powers, preferences, rights, qualifications, limitations and restrictions of the Series A Preferred Stock will be set forth in a statement of resolution relating to the Series A Preferred Stock that will be filed with the Secretary of State of the State of Texas prior to the closing of the Offering.

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

A copy of the Underwriting Agreement has been filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

The exhibits listed below are filed herewith.

The Underwriting Agreement is included as an exhibit only to provide information to investors regarding its terms. The Underwriting Agreement contains representations, warranties and other provisions that were made, among other things, to provide the parties thereto with specified rights and obligations and to allocate risk among them, and, as such, the Underwriting Agreement should not be relied upon as constituting or providing any factual disclosures about CenterPoint Energy, any other persons, any state of affairs or other matters.

(d) Exhibits.

<u>EXHIBIT NUMBER</u>	<u>EXHIBIT DESCRIPTION</u>
1.1	Underwriting Agreement dated August 15, 2018, among CenterPoint Energy, Inc. and the several Underwriters named in Schedule I thereto.
5.1	Opinion of Baker Botts L.L.P.
8.1	Opinion of Baker Botts L.L.P.
23.1	Consent of Baker Botts L.L.P. (included in Exhibit 5.1 hereto).
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 8.1 hereto).

SIGNATURE

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

Date: August 16, 2018

CENTERPOINT ENERGY, INC.

By: /s/ Dana C. O'Brien

Dana C. O'Brien

Senior Vice President, General Counsel and Assistant Corporate Secretary

CENTERPOINT ENERGY, INC.
800,000 Shares of
Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock,
liquidation preference \$1,000 per share
Underwriting Agreement

August 15, 2018

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

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

J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

as the Representatives of the several Underwriters

Ladies and Gentlemen:

CenterPoint Energy, Inc., a Texas corporation (the “**Company**”), confirms, subject to the terms and conditions stated herein, its agreement to issue and sell to the Underwriters named in Schedule I hereto (the “**Underwriters**”), 800,000 shares of Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock, liquidation preference \$1,000 per share (the “**Securities**”). The Company understands that the several Underwriters propose to offer the Securities for sale upon the terms and conditions contemplated by this Agreement and reflected in the documents in Schedule III (such documents herein called the “**Pricing Disclosure Package**”).

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

1. Representations and Warranties of the Company.

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

(i) A joint registration statement on Form S-3 with respect to the Securities and other securities (File No. 333-215833), copies of which have been made available to the Underwriters, has been prepared and filed with the Securities and Exchange Commission (the “**Commission**”) by the Company, together with CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp. Such registration statement, including a prospectus, has become effective under the Securities Act of 1933, as amended (the “**1933 Act**”), and no stop order suspending its effectiveness has been issued and no proceeding for that purpose or pursuant to Section 8A of the 1933 Act against the Company or related to the offering has been initiated or, to the best knowledge of the Company, threatened by the Commission. The term “**Registration Statement**” means such registration statement, as deemed revised pursuant to Rule 430B(f)(1) under the 1933 Act on the date of such registration statement’s effectiveness for purposes of Section 11 of the 1933 Act, as such section applies to the Company and the Underwriters for the Securities pursuant to Rule 430B(f)(2) under the 1933 Act (the “**Effective Date**”). The base prospectus included in the Registration Statement relating to the Securities and certain other issues of debt and equity securities (exclusive of any supplement filed pursuant to Rule 424 under the 1933 Act (“**Rule 424**”)) is herein called the “**Basic Prospectus**.” The Basic Prospectus as amended and supplemented by a preliminary prospectus supplement dated August 14, 2018 relating to the Securities immediately prior to the Applicable Time (as defined below) is hereinafter called the “**Preliminary Prospectus**.” The Company proposes to file together with the Basic Prospectus and pursuant to Rule 424 a prospectus supplement specifically relating to the Securities and reflecting the terms of the Securities and plan of distribution arising from this Agreement (herein called the “**Pricing Supplement**”) and has previously advised the Underwriters of all the information to be set forth therein. The term “**Prospectus**” means the Basic Prospectus together with the Pricing Supplement, as first filed with the Commission pursuant to Rule 424.

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

For purposes of this Agreement, the “**Applicable Time**” is 2:55 p.m. (New York City Time) on the date of this Agreement;

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

their dates, and (iii) the Prospectus, as it may be amended or supplemented pursuant to Section 4 hereof, as of the Closing Date will not, contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided, however*, that this representation and warranty shall not apply to: (A) any statements or omissions made in reliance upon and in conformity with any information furnished in writing by, or through the Representatives on behalf of, any Underwriter for use therein, and (B) any Form T-1 Statement of Eligibility and Qualification included as an exhibit to the Registration Statement;

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

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

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

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

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

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

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

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

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

(xii) The Securities have been duly authorized by the Company and, when the Securities have been delivered and paid for in accordance with this Agreement on the Closing Date, the Securities will be validly issued, fully paid and nonassessable, and the Securities and the statement of resolution creating the Securities (the “**Statement of Resolution**”) will conform in all material respects to the descriptions thereof contained in the Pricing Disclosure Package and the Prospectus; the shareholders of the Company have no preemptive or similar statutory rights with respect to the Securities;

(xiii) The issuance by the Company of the Securities, the compliance by the Company with all of the applicable provisions of this Agreement and the Statement of Resolution, and the consummation by the Company of the transactions contemplated herein (a) will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any subsidiary is a party or by which the Company or any subsidiary is bound or to which any of the property or assets of the Company or any subsidiary is subject, which conflict, breach, violation, or default would individually, or in

the aggregate, have a material adverse effect on the financial condition, business or results of operations of the Company and its subsidiaries, taken as a whole (“**Material Adverse Effect**”); and (b) will not result in any violation of the provisions of the Restated Articles of Incorporation or Amended and Restated By-laws or other organizational documents of the Company, the charter, by-laws or other organizational documents of any subsidiary of the Company or any existing statute or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company’s or any of its or its subsidiaries’ properties;

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

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

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

(xvii) Except as disclosed in the Pricing Disclosure Package and the Prospectus, there are no pending actions, suits or proceedings against or affecting (i) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a Material Adverse Effect, or (ii) the Company, any of its subsidiaries or any of their respective properties that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate would materially and adversely affect the ability of the Company to perform its obligations under this Agreement, or which are otherwise material in the context of the sale of the Securities; no such actions, suits or proceedings are threatened or, to the Company’s knowledge, contemplated; and except as disclosed in the Pricing Disclosure Package and the Prospectus, nothing has come to the attention of the Company that would cause it to believe that there are any pending actions, suits or proceedings against or affecting Vectren or any of its subsidiaries or any of their

respective properties that, if determined adversely to Vectren or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the financial condition, business or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse effect (such material adverse effect described in this clause, a “**Vectren Material Adverse Effect**”);

(xviii) The financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus present fairly the financial position of the Company and its consolidated subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and, except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and nothing has come to the attention of the Company that would cause it to believe that (i) the financial statements of Vectren included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus do not present fairly, in all material respects, the financial position of Vectren and its consolidated subsidiaries as of the dates shown and the results of their operations and cash flows for the periods shown and (ii) except as otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, such financial statements have not been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus fairly presents the information called for in all material respects and is prepared in accordance with the Commission’s rules and guidelines applicable thereto. The historical pro forma financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus have been prepared in accordance with the applicable requirements of the 1933 Act. The assumptions used in preparing the pro forma financial statements included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein; the related pro forma adjustments give appropriate effect to those assumptions in all material respects; and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts in all material respects;

(xix) (A) Since the date of the latest audited financial statements of the Company incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus: (i) there has been no material adverse change in the business, financial condition, prospects or results of operations of the Company and its subsidiaries taken as a whole; and (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its equity interests (other than regular quarterly dividends on the common stock, par value \$0.01 per share, of the Company).

(B) Nothing has come to the attention of the Company that would cause it to believe that, since the date of the latest financial statements of Vectren incorporated by reference

in the Registration Statement, the Pricing Disclosure Package and the Prospectus and except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been any material adverse change in the business, financial condition, prospects or results of operations of Vectren and its subsidiaries, such that the Company has the right to terminate its obligations to acquire Vectren under the Merger Agreement or decline to consummate the acquisition of Vectren as a result of such material adverse change;

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

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

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

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

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

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

2. Sale and Delivery.

(a) Subject to the terms and conditions herein set forth, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, the number of Securities set forth in Schedule I opposite the name of such Underwriter (plus an additional amount of Securities that such Underwriter may become obligated to purchase pursuant to the provisions of Section 8 hereof) at a price equal to \$987.50 per share. The Underwriters hereby agree to make a payment to the Company in an aggregate amount equal to \$2,000,000 to reimburse the Company for expenses incurred by it in connection with the offering of the Securities.

(b) The Securities to be purchased by each Underwriter hereunder will be represented by one or more registered global securities in book-entry form which will be deposited by or on behalf of the Company with The Depository Trust Company (“DTC”) or its designated custodian, unless the Representatives shall otherwise instruct. The Company will deliver the Securities Morgan Stanley & Co. LLC, acting on behalf of the Underwriters for the account of each Underwriter, against payment by or on behalf of such Underwriter of the amount therefor, as set forth above, by wire transfer of Federal (same day) funds to a commercial bank account located in the United States and designated in writing at least forty-eight hours prior to the Closing Date by the Company to Morgan Stanley & Co. LLC, by causing DTC to credit the Securities to the account of Morgan Stanley & Co. LLC, at DTC. The Company will cause the global certificates representing the Securities to be made available to Goldman Sachs & Co. LLC, Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, as joint-book running managing underwriters (together, the “Representatives”), acting on behalf of the Underwriters, for checking at least twenty-four hours prior to the Closing Date at the office of DTC or its designated custodian (the “Designated Office”). The time and date of such delivery and payment shall be 9:30 a.m., New York City time, on August 22, 2018 or such other time and date as the Representatives and the Company may agree upon in writing. Such time and date are herein called the “Closing Date.”

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

3. Free Writing Prospectuses.

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

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

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

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

4. Covenants and Agreements.

The Company covenants and agrees with each of the Underwriters:

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

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

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

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

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

(d) The Company will not for a period of 90 days following the date hereof, without the prior written consent of the Representatives, (i) offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company or any affiliate of the Company or any person in privity with the Company or any affiliate of the Company), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the 1934 Act with respect to any preferred or preference shares of the Company or depositary shares representing interests therein, including the Securities, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of preferred or preference shares of the Company, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of such securities, in cash or otherwise; provided, however, that the Company may issue and sell the Securities.

For the avoidance of doubt, nothing in this Section 4(d) shall during the foregoing 90 day period prohibit the Company from (i) issuing shares of its common stock, preferred or preference shares of the Company or depositary shares representing interests therein or debt securities in order to finance the Company's acquisition of Vectren or (ii) filing any registration statements, including pre- or post-effective amendments to registration statements, with the Commission in order to finance the Company's acquisition of Vectren.

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

(f) That the Company will make generally available to its security holders and the holders of the Securities as soon as practicable an earnings statement of the Company covering a

twelve-month period beginning after the Closing Date which shall satisfy the provisions of Section 11(a) of the 1933 Act and the rules and regulations of the Commission thereunder (including Rule 158 under the 1933 Act); and

5. Expenses.

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

6. Conditions of Underwriters' Obligations.

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

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

have been filed by the Company with the Commission within the applicable time periods prescribed for such filings by, and otherwise in compliance with Rule 433 to the extent so required and (iii) the Underwriters shall have received on and as of the Closing Date, a certificate dated such date, signed by an executive officer (including, without limitation, the Treasurer) of the Company, to the foregoing effect (which certificate may be to the best of such officer's knowledge after reasonable investigation).

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

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

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

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

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

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

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

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

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

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

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

(i) The statements set forth in (A) the pricing term sheet discussed in Section 3(b) hereof and the Preliminary Prospectus, including the Preliminary Prospectus under the caption "Description of Our Series A Preferred Stock" and those in the Basic Prospectus under the caption "Description of Our Capital Stock," taken together, and (B) the Prospectus, including those in the Prospectus under the caption "Description of Our Series A Preferred Stock" and those in the Basic Prospectus under the caption "Description of Our Capital Stock," taken together accurately summarize in all material respects the provisions of the Company's Restated Articles of Incorporation, the Amended and Restated By-laws, the Statement of Resolution and applicable laws of the State of Texas described therein, and the Securities conform, as to legal matters, in all material respects to the descriptions thereof contained in the Pricing Disclosure Package and the Prospectus, including, without limitation, the description in the Basic Prospectus under the caption "Description of Our Capital Stock";

(ii) The execution and filing of the Statement of Resolution have been duly authorized by the Company, and the Statement of Resolution has been duly executed and filed with the Secretary of State of the State of Texas. The Securities have been duly authorized and when delivered to and paid for by the Underwriters in accordance with the provisions of this Agreement will be validly issued, fully paid and nonassessable, and the shareholders of the Company have no preemptive or similar statutory rights with respect to the Securities.

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

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

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

(vi) Although the discussion set forth in the Prospectus under the heading "Material U.S. Federal Income Tax Consequences" does not purport to discuss all possible United States Federal tax consequences of the purchase, ownership, and disposition of the Securities, in such counsel's opinion, such discussion constitutes, in all material respects, a fair

and accurate summary of the United States Federal income tax consequences of the ownership of the Securities and the disposition of the Securities by the holders addressed therein, based upon current law and subject to the qualifications set forth therein.

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would as of the

Closing Date, prevent the issuance or the sale of the Securities; and no injunction, restraining order or order of any other nature by any court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities.

- (j) The Statement of Resolution shall have been filed on or before the Closing Date with the Secretary of State of the State of Texas.
- (k) The Securities shall be eligible for clearance and settlement through DTC.

7. Indemnification and Contribution.

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

The Company will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if the Company elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Underwriters. In the event that the Company elects to assume the defense of any such suit and retains such counsel, the Underwriter or Underwriters or affiliate or affiliates, director or directors, officer or officers controlling person or persons, defendant or defendants in the suit, may retain additional counsel

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

(b) Each Underwriter agrees severally and not jointly to indemnify and hold harmless the Company, each of the Company's directors, each of the Company's officers who have signed the Registration Statement, and each person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act, against any losses, claims, damages, liabilities or expenses (including the reasonable cost of investigating and defending against any claims therefor and counsel fees incurred in connection therewith as such expenses are incurred), joint or several, which may be based upon the 1933 Act, or any other statute or at common law, on the ground or alleged ground that the Registration Statement, any preliminary prospectus, the Basic Prospectus, the Preliminary Prospectus, any Permitted Free Writing Prospectus, the Prospectus or any other Issuer Free Writing Prospectus (or any such document, as from time to time amended, or deemed to be amended, supplemented or modified) includes or allegedly includes an untrue statement of a material fact or omits or allegedly omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, but only insofar as any such statement or omission was made in reliance upon, and in conformity with, written information furnished to the Company by, or through the Representatives on behalf of, such Underwriter specifically for use in the preparation thereof, it being understood and agreed

that the only such information furnished by any Underwriter consists of the following information in the Preliminary Prospectus and the Prospectus: the information in the third paragraph, the third and fourth sentences of the sixth paragraph, the seventh paragraph and the eighth paragraph under the heading "Underwriting"; provided that in no case is such Underwriter to be liable with respect to any claims made against the Company or any such director, officer or controlling person unless the Company or any such director, officer or controlling person shall have notified such Underwriter in writing within a reasonable time after the summons or other first legal process giving information of the nature of the claim shall have been served upon the Company or any such director, officer or controlling person, but failure to notify such Underwriter of any such claim (i) shall not relieve such Underwriter from liability under this paragraph unless and to the extent such Underwriter did not otherwise learn of such action and such failure results in the forfeiture by such Underwriter of substantial rights and defenses and (ii) shall not relieve such Underwriter from any liability which it may have to the Company or any such director, officer or controlling person otherwise than on account of the indemnity agreement contained in this paragraph. Such Underwriter will be entitled to participate at its own expense in the defense, or, if it so elects, to assume the defense of any suit brought to enforce any such liability, but, if such Underwriter elects to assume the defense, such defense shall be conducted by counsel chosen by it; provided, however, that such counsel shall be reasonably satisfactory to the Company. In the event that such Underwriter elects to assume the defense of any such suit and retain such counsel, the Company or such director, officer or controlling person, defendant or defendants in the suit, may retain additional counsel but shall bear the fees and expenses of such counsel unless (i) such Underwriter shall have specifically authorized the retaining of such counsel or (ii) the parties to such suit include the Company or any such director, officer or controlling person and such Underwriter and the Company or such director, officer or controlling person have been advised by such counsel that one or more legal defenses may be available to it or them which may not be available to such Underwriter, in which case such Underwriter shall not be entitled to assume the defense of such suit on behalf of the Company or such director, officer or controlling person, notwithstanding its obligation to bear the reasonable fees and expenses of such counsel, it being understood, however, that such Underwriter shall not, in connection with any one such suit or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys (and not more than one local counsel) at any time for all of the Company and any such director, officer or controlling person, which firm shall be designated in writing by the Company. Such Underwriter shall not be liable to indemnify any person for any settlement of any such claim effected without such Underwriter's prior written consent which consent shall not be unreasonably withheld. No Underwriter shall, without the prior written consent of the Company or any such director, officer or controlling person, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which the Company or any such director, officer or controlling person is or could have been a party and indemnity was or could have been sought hereunder by the Company or director, officer or controlling person, unless such settlement, compromise or consent (x) includes an unconditional release of the Company or director, officer or controlling person from all liability on claims that are the subject matter of such action, suit or proceeding and (y) does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of the Company or any such director, officer or controlling person. This indemnity agreement will be in addition to any liability which such Underwriter might otherwise have.

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

8. Substitution of Underwriters.

If any Underwriter shall default in its obligation to purchase the Securities which it has agreed to purchase hereunder and the number of such Securities which such defaulting Underwriter agreed but failed to purchase does not exceed 10% of the total number of Securities to be then purchased, the non-defaulting Underwriters may make arrangements satisfactory to the Company for the purchase of such Securities by other persons, including any of the non-defaulting Underwriters, but if no such arrangements are made by the Closing Date, the non-defaulting Underwriters shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Securities that such defaulting Underwriter agreed but failed to purchase. If any Underwriter or Underwriters shall so default and the number of Securities with respect to which such default or defaults occur exceeds 10% of the total number

of Securities to be then purchased and arrangements satisfactory to the non-defaulting Underwriters and the Company for the purchase of such Securities by other persons are not made within 36 hours after such default, this Agreement will terminate.

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

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

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

10. Termination.

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

11. Notices; Affiliates.

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

All statements, requests, notices and agreements hereunder shall be in writing, and (i) if to the Underwriters shall be delivered or sent by mail, telex or facsimile transmission to the Underwriters in care of Goldman Sachs & Co. LLC at 200 West Street, New York, New York 10282, facsimile number (212) 902-3000, Attention: Registration Department; Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, New York 10036, Attention: Investment Banking Division (Fax: (212) 507-8999); and J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk, 3rd Floor (Fax: (212) 834-6081) and (ii) if to the Company shall be delivered or sent by mail, telex or facsimile transmission to the Company, 1111 Louisiana Avenue, Houston, Texas 77002, Attention: Monica Karuturi, Esq. (facsimile number: 713-207-0141). Any such statements, requests, notices or agreements shall take effect upon receipt thereof.

12. Successors.

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

13. Relationship.

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

14. Applicable Law.

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

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

15. Waiver of Jury Trial.

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

16. Patriot Act.

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

17. Counterparts.

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

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

Very truly yours,

CENTERPOINT ENERGY, INC.

By: /s/ William D. Rogers

Name: William D. Rogers

Title: Executive Vice President and Chief Financial
Officer

Accepted as of the date hereof:

GOLDMAN SACHS & CO. LLC

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

MORGAN STANLEY & CO. LLC

By: /s/ Yuriy Slyz
Name: Yuriy Slyz
Title: Executive Director

J.P. MORGAN SECURITIES LLC

By: /s/ Robert Bottamedi
Name: Robert Bottamedi
Title: Vice President

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

SCHEDULE I

	Number of Securities to be Purchased
Goldman Sachs & Co. LLC	160,000
Morgan Stanley & Co. LLC	160,000
J.P. Morgan Securities LLC	129,600
MUFG Securities Americas Inc.	32,000
Mizuho Securities USA LLC	32,000
RBC Capital Markets, LLC	32,000
Barclays Capital Inc.	30,400
Credit Suisse Securities (USA) LLC	30,400
Deutsche Bank Securities Inc.	30,400
PNC Capital Markets LLC	24,800
Regions Securities LLC	24,800
TD Securities (USA) LLC	24,800
U.S. Bancorp Investments, Inc.	24,800
Citigroup Global Markets Inc.	24,000
Wells Fargo Securities, LLC	24,000
BNY Mellon Capital Markets, LLC	8,000
Comerica Securities, Inc.	8,000
Total	800,000

SCHEDULE II
PRICING TERM SHEET

(to Preliminary Prospectus Supplement dated August 14, 2018)

Issuer:	CenterPoint Energy, Inc. (the "Issuer")
Security:	Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock, liquidation preference \$1,000 per share (the "Series A Preferred Stock")
Liquidation Preference:	\$1,000 per share plus accumulated and unpaid dividends
Legal Format:	SEC Registered
Anticipated Ratings*:	Intentionally omitted in exhibit format
Size:	800,000 shares (representing an aggregate liquidation preference of \$800,000,000)
Trade Date:	August 15, 2018
Expected Settlement Date**:	August 22, 2018 (T+5)
Term:	Perpetual, unless redeemed by Issuer on or after September 1, 2023, or in connection with a Ratings Event.
Public Offering Price:	\$1,000 per share; \$800,000,000 total
Dividend Payment Dates:	Semi-annually, in arrears on March 1 and September 1 of each year, commencing on March 1, 2019 and ending on September 1, 2023 and thereafter quarterly in arrears on the 1 st day of March, June, September and December of each year.
Dividend Rate (Cumulative):	From the issue date to, but excluding September 1, 2023, 6.125% and thereafter at a floating rate per annum equal to three month U.S. dollar LIBOR on the related dividend payment date plus 3.270%.

Optional Redemption:	On or after September 1, 2023, the Issuer may, at its option, upon not less than 15 nor more than 60 days written notice, redeem the Series A Preferred Stock, in whole or in part, at any time or from time to time, for cash at a redemption price of \$1,000 per share, plus any accumulated and unpaid dividends thereon to, but excluding, the redemption date.
Special Optional Redemption upon a Ratings Event:	At any time within 120 days after the conclusion of any review or appeal process instituted by the Issuer, if any, following the occurrence of a Ratings Event, the Issuer may, at its option, redeem the Series A Preferred Stock in whole, but not in part, at a redemption price in cash per share equal to \$1,020 (102% of the liquidation preference of \$1,000) plus an amount equal to all accumulated and unpaid dividends thereon to, but excluding, the redemption date, whether or not declared.
CUSIP/ISIN:	15189TAS6 / US15189TAS69
Joint Book-Running Managers:	Goldman Sachs & Co. LLC Morgan Stanley & Co. LLC J.P. Morgan Securities LLC MUFG Securities Americas Inc. Mizuho Securities USA LLC RBC Capital Markets, LLC Barclays Capital Inc. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc.
Senior Co-Managers:	PNC Capital Markets LLC Regions Securities LLC TD Securities (USA) LLC U.S. Bancorp Investments, Inc. Citigroup Global Markets Inc. Wells Fargo Securities, LLC
Co-Managers:	BNY Mellon Capital Markets, LLC Comerica Securities, Inc.

* Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

The term "Ratings Event" has the meaning ascribed to it in the Preliminary Prospectus Supplement dated August 14, 2018.

** We expect that delivery of the Series A Preferred Stock offered hereby will be made against payment therefor on or about August 22, 2018, which will be the fifth business day following the date of pricing of the Series A Preferred Stock (this settlement cycle being referred to as “T+5”). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended, trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Series A Preferred Stock on the initial pricing date of the Series A Preferred Stock or the next two succeeding business days will be required, by virtue of the fact that the Series A Preferred Stock initially will settle in T+5, to specify alternative settlement arrangements at the time of any such trade to prevent a failed settlement and should consult their own advisors.

The Issuer has filed a registration statement (including a prospectus) with the Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the Issuer has filed with the SEC for more complete information about the Issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Goldman Sachs & Co. LLC toll-free at 1-866-471-2526, Morgan Stanley & Co. LLC toll-free at 1-866-718-1649 or J.P. Morgan Securities LLC collect at 1-212-834-4533.

SCHEDULE III

PRICING DISCLOSURE PACKAGE

- 1) Preliminary Prospectus dated August 14, 2018
- 2) Pricing Term Sheet attached as Schedule II hereto

SCHEDULE IV

PERMITTED FREE WRITING PROSPECTUSES

- 1) Pricing Term Sheet attached as Schedule II hereto
- 2) Electronic Roadshow for the week of August 13, 2018

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MOSCOW
NEW YORK
PALO ALTO
RIYADH
SAN FRANCISCO
WASHINGTON

August 16, 2018

001166.1547

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

In connection with the issuance by CenterPoint Energy, Inc., a Texas corporation (the “Company”), of 800,000 of its Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock (the “Series A Preferred Stock”), pursuant to (a) the Registration Statement on Form S-3 (Registration No. 333-215833) (the “Registration Statement”), which was filed by the Company with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Act”), and (b) the related prospectus of the Company dated January 31, 2017, as supplemented by the prospectus supplement of the Company relating to the sale of the Series A Preferred Stock dated August 15, 2018 (as so supplemented, the “Prospectus”), as filed by the Company with the Commission pursuant to Rule 424(b) under the Act, certain legal matters with respect to the Series A Preferred Stock are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Company’s Current Report on Form 8-K to be filed with the Commission on the date hereof (the “Form 8-K”).

The Series A Preferred Stock is to be issued and sold pursuant to the Underwriting Agreement dated August 15, 2018 (the “Underwriting Agreement”), by and among the Company and the several underwriters named in Schedule I thereto (the “Underwriters”).

In our capacity as your counsel in the connection referred to above, we have examined originals, or copies certified or otherwise identified, of (i) the Restated Articles of Incorporation of the Company and the Third Amended and Restated Bylaws of the Company (each as amended to date, the “Organizational Documents”); (ii) the Underwriting Agreement; (iii) the Registration Statement and the Prospectus; (iv) the form of Statement of Resolution relating to the Series A Preferred Stock to be filed with the Secretary of State of the State of Texas (the “Statement of Resolution”) and (v) corporate records of the Company, including certain resolutions of the board of directors of the Company and the pricing committee thereof, as furnished to us by you, certificates of public officials and of representatives of the Company, statutes and other instruments and documents as we have deemed necessary or advisable for purposes of the opinion hereinafter expressed. In giving the opinion set forth below, we have relied, to the extent we deemed appropriate without independent investigation or verification, upon certificates, statements or other representations of officers or other authorized representatives of the Company and of governmental and public officials with respect to the accuracy of the factual matters contained in or covered by such certificates, statements or representations. In giving the opinion below, we have assumed that all signatures on all documents examined by us are genuine, all documents submitted to us as originals are authentic and complete, all documents submitted to us as certified or photostatic copies are true, correct and complete copies of the originals thereof and all information submitted to us was accurate and complete.

On the basis of the foregoing, and subject to the limitations and qualifications set forth herein, we are of the opinion that when the Series A Preferred Stock have been issued and delivered by the Company in accordance with the terms of the Underwriting Agreement and the Statement of Resolution has been filed with the Secretary of State of the State of Texas, the Series A Preferred Stock will be validly issued, fully paid and non-assessable.

The opinion set forth above is limited in all respects to matters of the laws of the State of Texas and applicable federal law of the United States, in each case as in effect on the date hereof. We express no opinion as to the effect of the laws of any other jurisdiction. We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Form 8-K. We also consent to the references to our Firm under the heading "Legal Matters" in the Prospectus. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

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PALO ALTO
RIYADH
SAN FRANCISCO
WASHINGTON

August 16, 2018

001166.1547

CenterPoint Energy, Inc.
1111 Louisiana
Houston, Texas 77002

Ladies and Gentlemen:

We have acted as counsel to CenterPoint Energy, Inc., a Texas corporation (the "Company"), in connection with the offering of 800,000 of its Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Stock (the "Series A Preferred Stock"), pursuant to (a) the Registration Statement on Form S-3 (Registration No. 333-215833) (the "Registration Statement"), which was filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), and (b) the related prospectus of the Company dated January 31, 2017, as supplemented by the prospectus supplement of the Company relating to the sale of the Series A Preferred Stock dated August 15, 2018 (as so supplemented, the "Prospectus"), as filed by the Company with the Commission pursuant to Rule 424(b) under the Act. At your request, this opinion is being furnished to you for filing as Exhibit 8.1 to the Company's Current Report on Form 8-K to be filed with the Commission on the date hereof (the "Form 8-K").

In connection with the offering of the Series A Preferred Stock, we prepared the discussion set forth under the caption "Material U.S. Federal Income Tax Consequences" in the Prospectus (the "Discussion").

This opinion is based upon the factual representations of the Company concerning its business, properties and governing documents as set forth in the Registration Statement, the Prospectus and the Company's responses to our examinations and inquiries.

In our capacity as counsel to the Company, we have made such legal and factual examinations and inquiries, including an examination of originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records and other instruments, as we have deemed necessary or appropriate for purposes of this opinion. In our examination, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures thereon, the legal capacity of natural persons executing such documents and the conformity to authentic original documents of all documents submitted to us as copies. For purposes of our opinion, we have not made an independent investigation or audit of the facts set forth in the above-referenced documents or representations.

We hereby confirm that all statements of legal conclusions contained in the Discussion constitute the opinion of Baker Botts L.L.P. with respect to the matters set forth therein as of the date hereof, subject to the assumptions, qualifications and limitations set forth therein. This opinion is based on various statutory provisions, regulations promulgated thereunder and interpretations thereof by the Internal Revenue Service and the courts having jurisdiction over such matters, all of which are subject to change either prospectively or retroactively. Also, any variation or difference in the facts from those set forth in the representations described above, including in the Registration Statement and the Prospectus, may affect the conclusions stated herein.

No opinion is expressed as to any matter not discussed in the Discussion. We are opining herein only as to the federal income tax matters described above, and we express no opinion with respect to the applicability to, or the effect on, any transaction of other federal laws, foreign laws, the laws of any state or any other jurisdiction or as to any matters of municipal law or the laws of any other local agencies within any state.

This opinion is furnished to you, and is for your use in connection with the transactions set forth in the Prospectus. This opinion may not be relied upon by you for any other purpose or furnished to, assigned to, quoted to or relied upon by any other person, firm or other entity, for any purpose, without our prior written consent, except that this opinion may be relied upon by persons entitled to rely on it pursuant to applicable provisions of federal securities law, including those who purchase Series A Preferred Stock in the offering.

We hereby consent to the filing of this opinion as Exhibit 8.1 to the Form 8-K, to the incorporation by reference of this opinion into the Registration Statement and to the references to our firm under the heading "Legal Matters" in the Prospectus. In giving this consent, however, we do not hereby admit that we are within the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

The opinion expressed herein is given as of the date hereof and we undertake no obligations to supplement this opinion if any applicable law changes after such date or if we become aware of any facts that might change the opinion expressed herein after such date or for any other reason.

Very truly yours,

/s/ BAKER BOTTS L.L.P.