

SECTION 5. Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument. Delivery of an executed signature page of this Amendment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. The execution and delivery of this Amendment by any Bank shall be binding upon each of its successors and assigns (including Transferees of its Commitments and Revolving Loans, in whole or in part, prior to the effectiveness hereof) and binding in respect of all of its Commitments and Revolving Loans, including any acquired subsequent to its execution and delivery of this Amendment and prior to the effectiveness hereof.

SECTION 7. Effect of Amendment. From and after the effectiveness of this Amendment, each reference to "hereof", "hereunder", "herein", "hereby" and "this Agreement" contained in the Credit Agreement, each reference to "thereof", "thereunder", "therein", "thereby" and "the Credit Agreement" contained in the other Loan Documents, and each other similar reference contained in the Credit Agreement and the other Loan Documents, shall refer to the Amended Credit Agreement. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent or the Banks under the Credit Agreement or under any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. This Amendment shall constitute a Loan Document for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 8. Headings. Section and subsection headings in this Amendment are for convenience of reference only, and are not part of, and are not to be taken into consideration in interpreting, this Amendment.

SECTION 9. Entire Agreement. This Amendment and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Banks with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Bank relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

*[ Remainder of Page Intentionally Left Blank; Signature Pages Follow ]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

CENTERPOINT ENERGY, INC., as the Borrower

By: /s/ Carla Kneipp

Name: Carla Kneipp

Title: Vice President and Treasurer

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

JPMORGAN CHASE BANK, N.A., as Administrative Agent,  
Swingline Lender, an Issuing Bank and a Bank

By: /s/ Juan Javellana

Name: Juan Javellana

Title: Executive Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

MIZUHO BANK, LTD, as a Bank

By: /s/ Nelson Chang

Name: Nelson Chang

Title: Authorized Signatory

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as a  
Bank

By: /s/ Frederick W. Price

Name: Frederick W. Price

Title: Managing Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

BANK OF AMERICA, N.A., as an Issuing Bank and a Bank

By: /s/ JB Meanor

Name: JB Meanor

Title: Managing Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

CITIBANK, N.A., as a Bank

By: /s/ Richard Rivera

Name: Richard Rivera

Title: Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as an  
Issuing Bank and a Bank

By: /s/ Jeffrey Flagg

Name: Jeffrey Flagg

Title: Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]



THE ROYAL BANK OF CANADA, as a Bank

By: /s/ Frank Lambrinos

Name: Frank Lambrinos

Title: Authorized Signatory

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

BARCLAYS BANK PLC, as a Bank

By: /s/ Christopher Aitkin

Name: Christopher Aitkin

Title: Assistant Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a  
Bank

By: /s/ Christopher Day

Name: Christopher Day

Title: Authorized Signatory

By: /s/ Karim Rahimtoola

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Bank

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

By: /s/ Yvonne Tilden

Name: Yvonne Tilden

Title: Managing Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

REGIONS BANK, as a Bank

By: /s/ Brian Walsh

Name: Brian Walsh

Title: Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ James O'Shaughnessy

Name: James O'Shaughnessy

Title: Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

GOLDMAN SACHS BANK USA, as a Bank

By: /s/ Josh Rosenthal

Name: Josh Rosenthal

Title: Authorized Signatory

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

MORGAN STANLEY BANK, N.A., as a Bank

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]



PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Jon R Hinard

Name: Jon R Hinard

Title: Managing Director

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

TD BANK, N.A., as a Bank

By: /s/ Shannon Batchman

Name: Shannon Batchman

Title: Senior Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

COMERICA BANK, as a Bank

By: /s/ L. J. Perenyi

Name: L. J. Perenyi

Title: Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

---

THE BANK OF NEW YORK MELLON, as a Bank

By: /s/ Hussam S. Alsahlani

Name: Hussam S. Alsahlani

Title: Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

THE NORTHERN TRUST COMPANY, as a Bank

By: /s/ Keith L. Burson

Name: Keith L. Burson

Title: Senior Vice President

[Signature Page to First Amendment to Amended and Restated CNP Credit Agreement]

**EXHIBIT A**

**SCHEDULE 1.1(A)**

**SCHEDULE OF COMMITMENTS AND ADDRESSES**

<u>Names and Address of Banks</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A. JPMorgan Loan Services 1111 Fannin Street, 10th Floor Houston, TX 77002 Attn: Omar Jones Tel: 713-750-7912 Telecopy: 713-750-2666 omar.e.jones@jpmorgan.com	\$115,550,000.00
Mizuho Bank, Ltd. 1251 Avenue of the Americas New York, NY 10020 Attn: Flora Lio Tel: 201-626-3516 Telecopy: 212-282-4486 lau_uscorp1@mizuhocbus.com	\$115,550,000.00
Wells Fargo Bank, National Association 301 College St., 11 <sup>th</sup> Floor MAC: D1053-115 Charlotte, NC 28202 Attn: Patrick Engel Tel: 704-374-2385 Telecopy: 702-410-0331 patrick.d.engel@wellsfargo.com	\$115,550,000.00
Bank of America, N.A. 100 North Tryon Street; NC1-007-17-18 Charlotte, NC 28255 Attn: Michael Mason Tel: 980-683-1839 Telecopy: 980-233-7196 Michael.Mason@baml.com	\$115,550,000.00

Schedule 1.1(A) to Amended and Restated CNP Credit Agreement

<u>Names and Address of Banks</u>	<u>Commitment</u>
<b>Citibank, N.A.</b> 388 Greenwich Street, 31st Floor New York, NY 10013 Attn: Ashwani Khubani Tel: 212.816.3690 Telecopy: 646.291.1602 ashwani.khubani@citi.com	<b>\$115,550,000.00</b>
<b>Royal Bank of Canada</b> Three World Financial Center New York, NY 10281 Tel: 212-858-7374 Telecopy: 212-428-6201 frank.lambrinos@rbccm.com	<b>\$115,550,000.00</b>
<b>The Bank of Tokyo-Mitsubishi UFJ, Ltd.</b> New York Branch 1251 Avenue of the Americas, 10th Floor New York, NY 10020-1104 Attn: Nadia Sleiman Tel: 212-782-6974 Telecopy: 212-782-6440 nsleiman@us.mufg.jp	<b>\$115,550,000.00</b>
<b>Barclays Bank PLC</b> c/o Barclays Capital 745 7th Avenue, 26th Floor New York, NY 10019 Attn: May Huang Tel: 212-526-0787 Telecopy: 212-526-5115 May.Huang@barcap.com	<b>\$ 97,910,000.00</b>
<b>Credit Suisse AG, Cayman Islands Branch</b> Eleven Madison Avenue New York NY 10010 Attn: Shweta Kharva Tel: 9199944787 Telecopy: 1-866-469-3871 shweta.kharva@creditsuisse.com 18664693871@docs.ldsprod.com	<b>\$ 97,910,000.00</b>

Schedule 1.1(A) to Amended and Restated CNP Credit Agreement

<u>Names and Address of Banks</u>	<u>Commitment</u>
Deutsche Bank AG New York Branch c/o Deutsche Bank Securities Inc. Attn: Sal Vitale / Lidia Suter 60 Wall Street New York, NY 10005 Tel: 212-250-0228 / 212-250-8232 sal.vitale@db.com / lidia.suter@db.com	\$97,910,000.00
Regions Bank 5005 Woodway Drive, Ste. 110 Houston, TX 77056 Attn: Joey Powell Tel: 713 426-7236 Telecopy: 713-426-7180 joey.powell@regions.com	\$97,910,000.00
U.S. Bank National Association 461 Fifth Avenue, 7th Floor New York, NY 10017 Attn: James O'Shaughnessy Tel: 917-326-3924 Telecopy: 646-935-4533 james.oshaghnessy@usbank.com	\$97,910,000.00
Goldman Sachs Bank USA c/o Goldman, Sachs & Co. 30 Hudson St., 38th Floor Jersey City, NJ 07302 Attn: Lauren Day Tel: 212-934-3921 Telecopy: 917-977-3966 gsd.link@gs.com	\$74,900,000.00
Morgan Stanley Bank, N.A. 1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Attn: Steve Delany Tel: 443-627-4326 Telecopy: 212-404-9645 doc4secportfolio@morganstanley.com	\$74,900,000.00

Schedule 1.1(A) to Amended and Restated CNP Credit Agreement



<u>Names and Address of Banks</u>	<u>Commitment</u>
PNC Bank, National Association Attn: Madeline Moran Corporate & Institutional Banking The Tower at PNC Plaza, 10 <sup>th</sup> Floor 300 Fifth Avenue Pittsburgh, PA 15222 Tel: 412-762-3045 Telecopy: 412-762-2684 Mailstop: PT-PTWR-10-3 MADELINE.MORAN@PNC.COM	\$74,900,000.00
TD Bank, N.A. 444 Madison Ave., 2nd Floor New York, NY 10022 Attn: Vijay Prasad & Thomas Casey Tel: 646-652-1427 / 212-827-2786 Telecopy: 212-308-0486 Vijay.Prasad2@td.com / Thomas.Casey@tdsecurities.com	\$74,900,000.00
Comerica Bank 910 Louisiana St. Ste 410 Houston, TX 77002 Attn: Joey Powell Tel: 713-220-5527 Telecopy: 713-220-5631 jbpowell@comerica.com	\$34,000,000.00
The Bank of New York Mellon BNY Mellon Center, 36th Floor 500 Grant Street Pittsburgh, PA 15258-0001 Attn: Hussam Alsahlani Tel: 412-234-5624 Telecopy: 412-236-1914 hussam.alsahlani@bnymellon.com	\$34,000,000.00
The Northern Trust Company 50 S LaSalle, M28 Chicago, IL 60603 Attn: Keith Burson Tel: 312-444-3099 Telecopy: 312-557-1425 KB101@ntrs.com	\$34,000,000.00
<b><u>Total</u></b>	<b><u>\$1,700,000,000</u></b>

Schedule 1.1(A) to Amended and Restated CNP Credit Agreement

## EXECUTION VERSION

## FIRST AMENDMENT TO CREDIT AGREEMENT

This FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of June 16, 2017 (this “Amendment”), is by and among CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company (the “Borrower”), each Bank, each Issuing Bank and MIZUHO BANK, LTD., as Administrative Agent.

## WITNESSETH:

WHEREAS, the Borrower, the Banks, the Issuing Banks and the Administrative Agent are parties to that certain Credit Agreement, dated as of March 3, 2016 (the “Credit Agreement”), for the purposes and consideration therein expressed; and

WHEREAS, the Borrower has requested (a) an extension of the Maturity Date pursuant to Section 2.7 of the Credit Agreement and (b) certain other amendments to the Credit Agreement, and, pursuant hereto, the Borrower, the Administrative Agent, the Banks and Issuing Banks party hereto desire to amend the Credit Agreement to effect such extension and amendments as and upon the terms and subject to the conditions set forth herein (the Credit Agreement, as amended hereby, the “Amended Credit Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment which are defined in the Credit Agreement, shall have the meanings assigned to such terms in the Credit Agreement. The interpretive provisions set forth in Section 1.3 of the Credit Agreement shall apply to this Amendment.

SECTION 2. Amendments to the Credit Agreement. Effective as of the Amendment Effective Date (as defined in Section 4):

(a) Maturity Date Extension.

(i) The definition of “Maturity Date” set forth in Section 1.1 of the Credit Agreement is amended by deleting the text “March 3, 2021” contained therein and inserting the text “March 3, 2022” in lieu thereof;

(ii) any notice or notice period specified in Section 2.7 of the Credit Agreement as a condition to such extension is waived; and

(iii) the Borrower shall only have the ability to extend the Maturity Date pursuant to Section 2.7 of the Credit Agreement for one additional one-year period.

(b) Termination of Swingline Loan Subfacility.

(i) The Swingline Commitment is terminated in full; *provided*, however, that such termination shall not reduce or otherwise affect the Total Commitments or the obligation of each Bank to make Revolving Loans and to participate in L/C Obligations as and to the extent set forth in the Amended Credit Agreement;

(ii) the Borrower is no longer permitted to request, and the Swingline Lender is no longer obligated to make, any Swingline Loan pursuant to the Amended Credit Agreement;

(iii) each provision and term in any Loan Document related to Swingline Loans is deemed to be deleted therefrom, including, without limitation, Section 2.4 of the Credit Agreement and the definitions of "Swingline Commitment", "Swingline Exposure", "Swingline Lender", "Swingline Loan" and "Swingline Loan Note" set forth in the Credit Agreement and references to such provisions and terms in any other Loan Document; and

(iv) each Swingline Loan Note is deemed cancelled.

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrower represents and warrants that, as of the date hereof:

(a) both immediately before and immediately after giving effect to this Amendment, all representations and warranties of the Borrower contained in Section 6.1 of the Amended Credit Agreement and in the other Loan Documents are true and correct in all material respects (except to the extent that any representation or warranty is qualified by materiality in the text thereof, in which case such representation or warranty is true and correct in all respects), except for those representations or warranties or parts thereof that, by their terms, expressly relate solely to a specific date, in which case such representations and warranties are true and correct in all material respects as of such specific date;

(b) at the time of and immediately after giving effect to this Amendment, no Default or Event of Default exists;

(c) the execution, delivery and performance by the Borrower of this Amendment are within the Borrower's corporate powers and have been duly authorized by all necessary corporate action; and

(d) this Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date first written above (the "Amendment Effective Date") when, and only when, each of the following conditions is satisfied (or waived in accordance with Section 10.1 of the Credit Agreement):

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed and delivered by the Borrower, the Administrative Agent, each Issuing Bank and each Bank;

(b) the Administrative Agent shall have received (i) all fees required to be paid by the Borrower pursuant to fee letters executed and delivered by the Borrower in connection with the Amended Credit Agreement and (ii) all reasonable out-of-pocket expenses required to be paid by the Borrower to the Administrative Agent pursuant to Section 10.5 of the Credit Agreement for which reasonably detailed invoices have been presented to the Borrower on or before the date that is one Business Day prior to the date hereof;

(c) the Administrative Agent shall have received an executed legal opinion, dated as of the Amendment Effective Date, of (i) Baker Botts L.L.P., special counsel to the Borrower, and (ii) the general counsel or an associate general counsel and assistant corporate secretary (or its equivalent) of the Borrower, in each case reasonably satisfactory to the Administrative Agent;

(d) the Administrative Agent shall have received a certificate dated as of the Amendment Effective Date of the Secretary or Assistant Secretary of the Borrower certifying (i) the resolutions of the Board of Directors of the Borrower approving and authorizing the execution, delivery and performance by the Borrower of this Amendment and (ii) that all material authorizations, approvals and consents required to be obtained by the Borrower prior to the Amendment Effective Date in connection with its execution, delivery and performance of this Amendment have been obtained and are in full force and effect; and

(e) the conditions precedent set forth in Section 5.3 of the Credit Agreement shall have been satisfied.

SECTION 5. Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument. Delivery of an executed signature page of this Amendment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. The execution and delivery of this Amendment by any Bank shall be binding upon each of its successors and assigns (including Transferees of its Commitments and Revolving Loans, in whole or in part, prior to the effectiveness hereof) and binding in respect of all of its Commitments and Revolving Loans, including any acquired subsequent to its execution and delivery of this Amendment and prior to the effectiveness hereof.

SECTION 7. Effect of Amendment. From and after the effectiveness of this Amendment, each reference to "hereof", "hereunder", "herein", "hereby" and "this Agreement" contained in the Credit Agreement, each reference to "thereof", "thereunder", "therein", "thereby" and "the Credit Agreement" contained in the other Loan Documents, and each other similar reference contained in the Credit Agreement and the other Loan Documents, shall refer to the Amended Credit Agreement. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of

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the Administrative Agent or the Banks under the Credit Agreement or under any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. This Amendment shall constitute a Loan Document for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 8. Headings. Section and subsection headings in this Amendment are for convenience of reference only, and are not part of, and are not to be taken into consideration in interpreting, this Amendment.

SECTION 9. Entire Agreement. This Amendment and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Banks with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Bank relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

*[ Remainder of Page Intentionally Left Blank; Signature Pages Follow ]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, as  
the Borrower

By: /s/ Carla Kneipp

Name: Carla Kneipp

Title: Vice President and Treasurer

[Signature Page to First Amendment to CEHE Credit Agreement]

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MIZUHO BANK, LTD. as Administrative Agent, Swingline  
Lender, an Issuing Bank and a Bank

By: /s/ Nelson Chang

Name: Nelson Chang

Title: Authorized Signatory

[Signature Page to First Amendment to CEHE Credit Agreement]

JPMORGAN CHASE BANK, N.A., as an Issuing Bank and a  
Bank

By: /s/ Juan Javellana

Name: Juan Javellana

Title: Executive Director

[Signature Page to First Amendment to CEHE Credit Agreement]



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WELLS FARGO BANK, NATIONAL ASSOCIATION, as a  
Bank

By: /s/ Frederick W. Price

Name: Frederick W. Price

Title: Managing Director

[Signature Page to First Amendment to CEHE Credit Agreement]

BANK OF AMERICA, N.A., as a Bank

By: /s/ JB Meanor

Name: JB Meanor

Title: Managing Director

[Signature Page to First Amendment to CEHE Credit Agreement]

CITIBANK, N.A., as a Bank

By: /s/ Richard Rivera

Name: Richard Rivera

Title: Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

---

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Bank

By: /s/ Jeffrey Flagg

Name: Jeffrey Flagg

Title: Director

[Signature Page to First Amendment to CEHE Credit Agreement]

THE ROYAL BANK OF CANADA, as a Bank

By: /s/ Frank Lambrinos

Name: Frank Lambrinos

Title: Authorized Signatory

[Signature Page to First Amendment to CEHE Credit Agreement]

---

BARCLAYS BANK PLC, as a Bank

By: /s/ Christopher Aitkin

Name: Christopher Aitkin

Title: Assistant Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a  
Bank

By: /s/ Christopher Day

Name: Christopher Day

Title: Authorized Signatory

By: /s/ Karim Rahimtoola

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to First Amendment to CEHE Credit Agreement]

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DEUTSCHE BANK AG NEW YORK BRANCH, as a Bank

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

By: /s/ Yvonne Tilden

Name: Yvonne Tilden

Title: Managing Director

[Signature Page to First Amendment to CEHE Credit Agreement]



REGIONS BANK, as a Bank

By: /s/ Brian Walsh

Name: Brian Walsh

Title: Director

[Signature Page to First Amendment to CEHE Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ James O'Shaughnessy

Name: James O'Shaughnessy

Title: Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

GOLDMAN SACHS BANK USA, as a Bank

By: /s/ Josh Rosenthal

Name: Josh Rosenthal

Title: Authorized Signatory

[Signature Page to First Amendment to CEHE Credit Agreement]

MORGAN STANLEY BANK, N.A., as a Bank

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Signature Page to First Amendment to CEHE Credit Agreement]

---

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Jon R Hinard

Name: Jon R Hinard

Title: Managing Director

[Signature Page to First Amendment to CEHE Credit Agreement]

TD BANK, N.A., as a Bank

By: /s/ Shannon Batchman

Name: Shannon Batchman

Title: Senior Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

COMERICA BANK, as a Bank

By: /s/ L.J. Perenyi

Name: L.J. Perenyi

Title: Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

THE BANK OF NEW YORK MELLON, as a Bank

By: /s/ Hussam S. Alsahlani

Name: Hussam S. Alsahlani

Title: Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]



THE NORTHERN TRUST COMPANY, as a Bank

By: /s/ Keith L. Burson

Name: Keith L. Burson

Title: Senior Vice President

[Signature Page to First Amendment to CEHE Credit Agreement]

**FIRST AMENDMENT TO CREDIT AGREEMENT**

This FIRST AMENDMENT TO CREDIT AGREEMENT, dated as of June 16, 2017 (this “Amendment”), is by and among CENTERPOINT ENERGY RESOURCES CORP., a Delaware corporation (the “Borrower”), each Bank, each Issuing Bank and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent.

**WITNESSETH:**

WHEREAS, the Borrower, the Banks, the Issuing Banks and the Administrative Agent are parties to that certain Credit Agreement, dated as of March 3, 2016 (the “Credit Agreement”), for the purposes and consideration therein expressed; and

WHEREAS, the Borrower has requested (a) an increase in the Total Commitments pursuant to Section 2.6 of the Credit Agreement, (b) an extension of the Maturity Date pursuant to Section 2.7 of the Credit Agreement and (c) certain other amendments to the Credit Agreement, and, pursuant hereto, the Borrower, the Administrative Agent, the Banks and Issuing Banks party hereto desire to amend the Credit Agreement to effect such increase, extension and amendments as and upon the terms and subject to the conditions set forth herein (the Credit Agreement, as amended hereby, the “Amended Credit Agreement”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Amendment, capitalized terms used in this Amendment which are defined in the Credit Agreement, shall have the meanings assigned to such terms in the Credit Agreement. The interpretive provisions set forth in Section 1.3 of the Credit Agreement shall apply to this Amendment.

SECTION 2. Amendments to the Credit Agreement. Effective as of the Amendment Effective Date (as defined in Section 4):

(a) Commitment Increase.

(i) Schedule 1.1(A) (Schedule of Commitments and Addresses) of the Credit Agreement is amended and restated in its entirety with a new Schedule 1.1(A) annexed hereto as Exhibit A (the “New Schedule 1.1(A)”);

(ii) the amount of the Total Commitments is \$900,000,000;

(iii) each Bank whose Commitment amount set forth opposite such Bank’s name on the New Schedule 1.1(A) is greater than such Bank’s Commitment in effect immediately prior to giving effect to this Amendment increases its Commitment such that, after giving effect to this Amendment, such Bank has a Commitment in the amount set forth opposite its name on the New Schedule 1.1(A);

(iv) for purposes of Section 2.6(a)(iv) of the Credit Agreement, the Administrative Agent and each Issuing Bank confirm that each Bank described in the immediately preceding clause (iii) is satisfactory and is approved; and

(v) any notice or notice period specified in Section 2.6 of the Credit Agreement as a condition to such extension is waived.

(b) Maturity Date Extension.

(i) The definition of "Maturity Date" set forth in Section 1.1 of the Credit Agreement is amended by deleting the text "March 3, 2021" contained therein and inserting the text "March 3, 2022" in lieu thereof;

(ii) any notice or notice period specified in Section 2.7 of the Credit Agreement as a condition to such extension is waived; and

(iii) the Borrower shall only have the ability to extend the Maturity Date pursuant to Section 2.7 of the Credit Agreement for one additional one-year period.

(c) Termination of Swingline Loan Subfacility.

(i) The Swingline Commitment is terminated in full; *provided*, however, that such termination shall not reduce or otherwise affect the Total Commitments or the obligation of each Bank to make Revolving Loans and to participate in L/C Obligations as and to the extent set forth in the Amended Credit Agreement;

(ii) the Borrower is no longer permitted to request, and the Swingline Lender is no longer obligated to make, any Swingline Loan pursuant to the Amended Credit Agreement;

(iii) each provision and term in any Loan Document related to Swingline Loans is deemed to be deleted therefrom, including, without limitation, Section 2.4 of the Credit Agreement and the definitions of "Swingline Commitment", "Swingline Exposure", "Swingline Lender", "Swingline Loan" and "Swingline Loan Note" set forth in the Credit Agreement and references to such provisions and terms in any other Loan Document; and

(iv) each Swingline Loan Note is deemed cancelled.

SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, the Borrower represents and warrants that, as of the date hereof:

(a) both immediately before and immediately after giving effect to this Amendment, all representations and warranties of the Borrower contained in Section 6.1 of the Amended Credit Agreement and in the other Loan Documents are true and correct in all material respects (except to the extent that any representation or warranty is qualified by materiality in the text thereof, in which case such representation or warranty is true and correct in all respects), except for those representations or warranties or parts thereof that, by their terms, expressly relate solely to a specific date, in which case such representations and warranties are true and correct in all material respects as of such specific date;

(b) at the time of and immediately after giving effect to this Amendment, no Default or Event of Default exists;

(c) the execution, delivery and performance by the Borrower of this Amendment are within the Borrower's corporate powers and have been duly authorized by all necessary corporate action; and

(d) this Amendment has been duly executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

SECTION 4. Conditions to Effectiveness. This Amendment shall become effective as of the date first written above (the "Amendment Effective Date") when, and only when, each of the following conditions is satisfied (or waived in accordance with Section 10.1 of the Credit Agreement):

(a) the Administrative Agent shall have received counterparts of this Amendment duly executed and delivered by the Borrower, the Administrative Agent, each Issuing Bank and each Bank;

(b) the Administrative Agent shall have received (i) all fees required to be paid by the Borrower pursuant to fee letters executed and delivered by the Borrower in connection with the Amended Credit Agreement and (ii) all reasonable out-of-pocket expenses required to be paid by the Borrower to the Administrative Agent pursuant to Section 10.5 of the Credit Agreement for which reasonably detailed invoices have been presented to the Borrower on or before the date that is one Business Day prior to the date hereof;

(c) the Administrative Agent shall have received an executed legal opinion, dated as of the Amendment Effective Date, of (i) Baker Botts L.L.P., special counsel to the Borrower, and (ii) the general counsel or an associate general counsel and assistant corporate secretary (or its equivalent) of the Borrower, in each case reasonably satisfactory to the Administrative Agent;

(d) the Administrative Agent shall have received a certificate dated as of the Amendment Effective Date of the Secretary or Assistant Secretary of the Borrower certifying (i) the resolutions of the Board of Directors of the Borrower approving and authorizing the execution, delivery and performance by the Borrower of this Amendment and (ii) that all material authorizations, approvals and consents required to be obtained by the Borrower prior to the Amendment Effective Date in connection with its execution, delivery and performance of this Amendment have been obtained and are in full force and effect; and

(e) the conditions precedent set forth in Section 5.3 of the Credit Agreement shall have been satisfied.

SECTION 5. Governing Law. THIS AMENDMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Amendment may be executed in any number of counterparts (or counterpart signature pages), each of which counterparts shall be an original but all of which together shall constitute one instrument. Delivery of an executed signature page of this Amendment by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof. The execution and delivery of this Amendment by any Bank shall be binding upon each of its successors and assigns (including Transferees of its Commitments and Revolving Loans, in whole or in part, prior to the effectiveness hereof) and binding in respect of all of its Commitments and Revolving Loans, including any acquired subsequent to its execution and delivery of this Amendment and prior to the effectiveness hereof.

SECTION 7. Effect of Amendment. From and after the effectiveness of this Amendment, each reference to "hereof", "hereunder", "herein", "hereby" and "this Agreement" contained in the Credit Agreement, each reference to "thereof", "thereunder", "therein", "thereby" and "the Credit Agreement" contained in the other Loan Documents, and each other similar reference contained in the Credit Agreement and the other Loan Documents, shall refer to the Amended Credit Agreement. Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Administrative Agent or the Banks under the Credit Agreement or under any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. This Amendment shall constitute a Loan Document for all purposes of the Amended Credit Agreement and the other Loan Documents.

SECTION 8. Headings. Section and subsection headings in this Amendment are for convenience of reference only, and are not part of, and are not to be taken into consideration in interpreting, this Amendment.

SECTION 9. Entire Agreement. This Amendment and the other Loan Documents represent the agreement of the Borrower, the Administrative Agent and the Banks with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent or any Bank relative to the subject matter hereof not expressly set forth or referred to herein or in the other Loan Documents.

*[ Remainder of Page Intentionally Left Blank; Signature Pages Follow ]*

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first above written.

CENTERPOINT ENERGY RESOURCES CORP., as the  
Borrower

By: /s/ Carla Kneipp

Name: Carla Kneipp

Title: Vice President and Treasurer

[Signature Page to First Amendment to CERC Credit Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION, as  
Administrative Agent, Swingline Lender, an Issuing Bank and a  
Bank

By: /s/ Frederick W. Price  
Name: Frederick W. Price  
Title: Managing Director

[Signature Page to First Amendment to CERC Credit Agreement]

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MIZUHO BANK, LTD, as a Bank

By: /s/ Nelson Chang

Name: Nelson Chang

Title: Authorized Signatory

[Signature Page to First Amendment to CERC Credit Agreement]



JPMORGAN CHASE BANK, N.A., as a Bank

By: /s/ Juan Javellana

Name: Juan Javellana

Title: Executive Director

[Signature Page to First Amendment to CERC Credit Agreement]

BANK OF AMERICA, N.A., as an Issuing Bank and a Bank

By: /s/ JB Meanor

Name: JB Meanor

Title: Managing Director

[Signature Page to First Amendment to CERC Credit Agreement]

CITIBANK, N.A., as a Bank

By: /s/ Richard Rivera

Name: Richard Rivera

Title: Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., as a Bank

By: /s/ Jeffrey Flagg

Name: Jeffrey Flagg

Title: Director

[Signature Page to First Amendment to CERC Credit Agreement]

THE ROYAL BANK OF CANADA, as an Issuing Bank and a  
Bank

By: /s/ Frank Lambrinos  
Name: Frank Lambrinos  
Title: Authorized Signatory

[Signature Page to First Amendment to CERC Credit Agreement]

BARCLAYS BANK PLC, as a Bank

By: /s/ Christopher Aitkin

Name: Christopher Aitkin

Title: Assistant Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a  
Bank

By: /s/ Christopher Day

Name: Christopher Day

Title: Authorized Signatory

By: /s/ Karim Rahimtoola

Name: Karim Rahimtoola

Title: Authorized Signatory

[Signature Page to First Amendment to CERC Credit Agreement]

DEUTSCHE BANK AG NEW YORK BRANCH, as a Bank

By: /s/ Virginia Cosenza

Name: Virginia Cosenza

Title: Vice President

By: /s/ Yvonne Tilden

Name: Yvonne Tilden

Title: Managing Director

[Signature Page to First Amendment to CERC Credit Agreement]



REGIONS BANK, as a Bank

By: /s/ Brian Walsh

Name: Brian Walsh

Title: Director

[Signature Page to First Amendment to CERC Credit Agreement]

U.S. BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ James O'Shaughnessy

Name: James O'Shaughnessy

Title: Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

GOLDMAN SACHS BANK USA, as a Bank

By: /s/ Josh Rosenthal

Name: Josh Rosenthal

Title: Authorized Signatory

[Signature Page to First Amendment to CERC Credit Agreement]

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MORGAN STANLEY BANK, N.A., as a Bank

By: /s/ Michael King

Name: Michael King

Title: Authorized Signatory

[Signature Page to First Amendment to CERC Credit Agreement]

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Jon R Hinard

Name: Jon R Hinard

Title: Managing Director

[Signature Page to First Amendment to CERC Credit Agreement]

TD BANK, N.A., as a Bank

By: /s/ Shannon Batchman

Name: Shannon Batchman

Title: Senior Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

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COMERICA BANK, as a Bank

By: /s/ L.J. Perenyi

Name: L.J. Perenyi

Title: Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

THE BANK OF NEW YORK MELLON, as a Bank

By: /s/ Hussam S. Alsahlani

Name: Hussam S. Alsahlani

Title: Vice President

[Signature Page to First Amendment to CERC Credit Agreement]



THE NORTHERN TRUST COMPANY, as a Bank

By: /s/ Keith L. Burson

Name: Keith L. Burson

Title: Senior Vice President

[Signature Page to First Amendment to CERC Credit Agreement]

**EXHIBIT A**

**SCHEDULE 1.1(A)**

**SCHEDULE OF COMMITMENTS AND ADDRESSES**

<u>Names and Address of Banks</u>	<u>Commitment</u>
JPMorgan Chase Bank, N.A. JPMorgan Loan Services 1111 Fannin Street, 10th Floor Houston, TX 77002 Attn: Omar Jones Tel: 713-750-7912 Telecopy: 713-750-2666 omar.e.jones@jpmorgan.com	\$61,050,000.00
Mizuho Bank, Ltd. 1251 Avenue of the Americas New York, NY 10020 Attn: Flora Lio Tel: 201-626-3516 Telecopy: 212-282-4486 lau_uscorp1@mizuhocbus.com	\$61,050,000.00
Wells Fargo Bank, National Association 301 College St., 11 <sup>th</sup> Floor MAC: D1053-115 Charlotte, NC 28202 Attn: Patrick Engel Tel: 704-374-2385 Telecopy: 702-410-0331 patrick.d.engel@wellsfargo.com	\$61,050,000.00
Bank of America, N.A. 100 North Tryon Street; NC1-007-17-18 Charlotte, NC 28255 Attn: Michael Mason Tel: 980-683-1839 Telecopy: 980-233-7196 Michael.Mason@baml.com	\$61,050,000.00

Schedule 1.1(A) to CERC Credit Agreement

<u>Names and Address of Banks</u>	<u>Commitment</u>
Citibank, N.A. 388 Greenwich Street, 31st Floor New York, NY 10013 Attn: Ashwani Khubani Tel: 212.816.3690 Telecopy: 646.291.1602 ashwani.khubani@citi.com	\$61,050,000.00
Royal Bank of Canada Three World Financial Center New York, NY 10281 Tel: 212-858-7374 Telecopy: 212-428-6201 frank.lambrinos@rbccm.com	\$61,050,000.00
The Bank of Tokyo-Mitsubishi UFJ, Ltd. New York Branch 1251 Avenue of the Americas, 10th Floor New York, NY 10020-1104 Attn: Nadia Sleiman Tel: 212-782-6974 Telecopy: 212-782-6440 nsleiman@us.mufg.jp	\$61,050,000.00
Barclays Bank PLC c/o Barclays Capital 745 7th Avenue, 26th Floor New York, NY 10019 Attn: May Huang Tel: 212-526-0787 Telecopy: 212-526-5115 May.Huang@barcap.com	\$51,810,000.00
Credit Suisse AG, Cayman Islands Branch Eleven Madison Avenue New York NY 10010 Attn: Shweta Kharva Tel: 9199944787 Telecopy: 1-866-469-3871 shweta.kharva@creditsuisse.com 18664693871@docs.lidsprod.com	\$51,810,000.00

Schedule 1.1(A) to CERC Credit Agreement

<u>Names and Address of Banks</u>	<u>Commitment</u>
Deutsche Bank AG New York Branch c/o Deutsche Bank Securities Inc. Attn: Sal Vitale / Lidia Suter 60 Wall Street New York, NY 10005 Tel: 212-250-0228 / 212-250-8232 sal.vitale@db.com / lidia.suter@db.com	\$51,810,000.00
Regions Bank 5005 Woodway Drive, Ste. 110 Houston, TX 77056 Attn: Joey Powell Tel: 713 426-7236 Telecopy: 713-426-7180 joey.powell@regions.com	\$51,810,000.00
U.S. Bank National Association 461 Fifth Avenue, 7th Floor New York, NY 10017 Attn: James O' Shaughnessy Tel: 917-326-3924 Telecopy: 646-935-4533 james.oshaughnessy@usbank.com	\$51,810,000.00
Goldman Sachs Bank USA c/o Goldman, Sachs & Co. 30 Hudson St., 38th Floor Jersey City, NJ 07302 Attn: Lauren Day Tel: 212-934-3921 Telecopy: 917-977-3966 gsd.link@gs.com	\$39,900,000.00
Morgan Stanley Bank, N.A. 1300 Thames Street Wharf, 4th Floor Baltimore, MD 21231 Attn: Steve Delany Tel: 443-627-4326 Telecopy: 212-404-9645 doc4secportfolio@morganstanley.com	\$39,900,000.00

Schedule 1.1(A) to CERC Credit Agreement

<u>Names and Address of Banks</u>	<u>Commitment</u>
<b>PNC Bank, National Association</b> Attn: Madeline Moran Corporate & Institutional Banking The Tower at PNC Plaza, 10th Floor 300 Fifth Avenue Pittsburgh, PA 15222 Tel: 412-762-3045 Telecopy: 412-762-2684 Mailstop: PT-PTWR-10-3 MADELINE.MORAN@PNC.COM	<b>\$39,900,000.00</b>
TD Bank, N.A. 444 Madison Ave., 2nd Floor New York, NY 10022 Attn: Vijay Prasad & Thomas Casey Tel: 646-652-1427 / 212-827-2786 Telecopy: 212-308-0486 Vijay.Prasad2@td.com / Thomas.Casey@tdsecurities.com	<b>\$39,900,000.00</b>
<b>Comerica Bank</b> 910 Louisiana St. Ste 410 Houston, TX 77002 Attn: Joey Powell Tel: 713-220-5527 Telecopy: 713-220-5631 jbpowell@comerica.com	<b>\$18,000,000.00</b>
The Bank of New York Mellon BNY Mellon Center, 36th Floor 500 Grant Street Pittsburgh, PA 15258-0001 Attn: Hussam Alsahlani Tel: 412-234-5624 Telecopy: 412-236-1914 hussam.alsahlani@bnymellon.com	<b>\$18,000,000.00</b>
<b>The Northern Trust Company</b> 50 S LaSalle, M28 Chicago, IL 60603 Attn: Keith Burson Tel: 312-444-3099 Telecopy: 312-557-1425 KB101@ntrs.com	<b>\$18,000,000.00</b>
<b><u>Total</u></b>	<b><u>\$ 900,000,000</u></b>

Schedule 1.1(A) to CERC Credit Agreement

# CENTERPOINT ENERGY TRANSITION BOND CO II, LLC

## FORM 8-K (Current report filing)

Filed 08/02/17 for the Period Ending 08/01/17

Address	C/O CENTERPOINT ENERGY, INC. 1111 LOUISIANA STREET HOUSTON, TX 77002
Telephone	(713)207-3000
CIK	0001310914
SIC Code	6189 - Asset-Backed Securities
Fiscal Year	12/31

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

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**FORM 8-K**

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**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 1, 2017**

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**CENTERPOINT ENERGY TRANSITION BOND  
COMPANY II, LLC**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**333-121505**  
(Commission  
File Number)

**59-3790472**  
(IRS Employer  
Identification No.)

**1111 Louisiana, Suite 4655B**  
**Houston, Texas**  
(Address of principal executive offices)

**77002**  
(Zip Code)

**Registrant's telephone number, including area code: (713) 207-5222**

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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. ☐

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**Item 8.01 Other Events.**

In connection with the August 1, 2017 payment date for its Senior Secured Transition Bonds, Series A (the “Bonds”), CenterPoint Energy Transition Bond Company II, LLC (the “Company”) paid all interest then due on the Bonds and the scheduled principal payment of \$21,943,148 on the Bonds in Tranche A-4 and \$60,075,624 on the Bonds in Tranche A-5.

After giving effect to all payments made in connection with the August 1, 2017 payment date, the Capital Subaccount had a balance of approximately \$9.3 million, which is the targeted level of the Capital Subaccount, and the Excess Funds Subaccount had a balance of approximately \$30.1 million.

After giving effect to the principal payment set forth above, the outstanding principal balance and the interest rate for the outstanding tranche of the Bonds is as follows:

<u>Tranche</u>	<u>Outstanding Principal Balance</u>	<u>Interest Rate</u>
A-5	\$ 401,924,376	5.302%

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

The Company has included as Exhibit 99.1 to this Current Report on Form 8-K the Semiannual Servicer’s Certificate, dated July 28, 2017, transmitted by CenterPoint Energy Houston Electric, LLC, the servicer of the Bonds, to Deutsche Bank Trust Company Americas, the Paying Agent for the Bonds, in connection with the August 1, 2017 payment date for the Bonds. The information on this Exhibit is hereby incorporated by reference into this Current Report on Form 8-K.



SIGNATURES

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

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

Date: August 2, 2017

By: /s/ Kristie L. Colvin

Kristie L. Colvin

Senior Vice President, Chief Accounting Officer and Manager

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## EXHIBIT INDEX

### EXHIBIT NUMBER

### EXHIBIT DESCRIPTION

99.1	Semiannual Servicer's Certificate dated as of July 28, 2017, as to the transition bond balances, the balances of the collection account and its sub-accounts, and setting forth transfers and payments to be made on the August 1, 2017 payment date.
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**Semiannual Servicer's Certificate**  
**CenterPoint Energy Transition Bond Company II, LLC**  
**\$1,851,000,000 Series A Transition Bonds**

Pursuant to Section 6 of Annex 1 to the Transition Property Servicing Agreement (the "Agreement"), dated as of December 16, 2005, between CenterPoint Energy Houston Electric, LLC, as Servicer, and CenterPoint Energy Transition Bond Company II, LLC, as Issuer, the Servicer does hereby certify as follows:

Capitalized terms used in this Semiannual Servicer's Certificate have their respective meanings as set forth in the Agreement. References herein to certain sections and subsections are references to the respective sections and subsections of the Agreement.

Collection Periods: January 31, 2017 through July 28, 2017

Payment Date: August 1, 2017

Today's Date: July 28, 2017

**1. Collections Allocable and Aggregate Amounts Available for Current Payment Date:**

i.	Remittances for the January 31, 2017 Collection Period	324,854.14	
ii.	Remittances for the February 1 through 28, 2017 Collection Period	15,103,442.78	
iii.	Remittances for the March 1 through 31, 2017 Collection Period	16,569,430.10	
iv.	Remittances for the April 1 through 30, 2017 Collection Period	11,314,604.69	
v.	Remittances for the May 1 through 31, 2017 Collection Period	13,397,505.43	
vi.	Remittances for the June 1 through 30, 2017 Collection Period	24,230,681.21	
vii.	Remittances for the July 1 through 28, 2017 Collection Period	17,946,419.48	
viii.	Net Earnings on Collection Account		[1/1/17 through 6/30/17]
	General Subaccount	148,473.25	
	Capital Subaccount	60,967.51	
	Excess Funds Subaccount	78,329.10	
ix.	General Subaccount Balance (sum of i through viii above)	<u>99,174,707.69</u>	
x.	Excess Funds Subaccount Balance as of Prior Payment Date	26,399,982.01	
xi.	Capital Subaccount Balance as of Prior Payment Date (1)	<u>9,255,000.00</u>	
xii.	Collection Account Balance (sum of ix through xi above)	<u>134,829,689.70</u>	
	(1) Net of unreleased earnings shown in 1.viii.		

**2. Outstanding Amounts as of Prior Payment Date:**

i.	Tranche A-1 Principal Balance	0.00
ii.	Tranche A-2 Principal Balance	0.00
iii.	Tranche A-3 Principal Balance	0.00
iv.	Tranche A-4 Principal Balance	21,943,148.00
v.	Tranche A-5 Principal Balance	<u>462,000,000.00</u>
vi.	Aggregate Principal Balance of all Series A Transition Bonds	<u>483,943,148.00</u>

**3. Required Funding/Payments as of Current Payment Date:**

	<u>Series A Principal</u>	<u>Projected Principal Balance</u>	<u>Semiannual Principal Due</u>	
i.	Tranche A-1	0.00	0.00	
ii.	Tranche A-2	0.00	0.00	
iii.	Tranche A-3	0.00	0.00	
iv.	Tranche A-4	0.00	21,943,148.00	
v.	Tranche A-5	<u>401,924,376.00</u>	<u>60,075,624.00</u>	
vi.	For all Series A Transition Bonds	<u>401,924,376.00</u>	<u>82,018,772.00</u>	
		<u>Transition Bond Interest Rate</u>	<u>Days in Interest Period (1)</u>	<u>Interest Due</u>
vii.	Required Tranche A-1 Interest	4.840%	180	0.00
viii.	Required Tranche A-2 Interest	4.970%	180	0.00
ix.	Required Tranche A-3 Interest	5.090%	180	0.00
x.	Required Tranche A-4 Interest	5.170%	180	567,230.38
xi.	Required Tranche A-5 Interest	5.302%	180	12,247,620.00
	(1) On 30/360 Day basis.			

		<u>Required Level</u>	<u>Funding Required</u>
xii.	Capital Subaccount	9,255,000.00	0.00

**4. Allocation of Remittances as of Current Payment Date Pursuant to Section 8.02(d) of Indenture:**

i.	Trustee Fees and Expenses	2,500.00
ii.	Servicing Fee	462,750.00(1)
iii.	Administration Fee and Independent Managers Fee	50,000.00(2)
iv.	Operating Expenses	101,865.69(3)
v.	Semiannual Interest (including any past-due Semiannual Interest for prior periods)	



		<u>Aggregate</u>	<u>Per 1,000 of Original Principal Amount</u>
<b>Series A</b>			
1. Tranche A-1 Interest Payment		0.00	0.00
2. Tranche A-2 Interest Payment		0.00	0.00
3. Tranche A-3 Interest Payment		0.00	0.00
4. Tranche A-4 Interest Payment		567,230.38	1.09
5. Tranche A-5 Interest Payment		12,247,620.00	26.51

vi. Principal Due and Payable as a result of (A) Event of Default or (B) on Final Maturity Date

		<u>Aggregate</u>	<u>Per 1,000 of Original Principal Amount</u>
<b>Series A</b>			
1. Tranche A-1 Principal Payment		0.00	0.00
2. Tranche A-2 Principal Payment		0.00	0.00
3. Tranche A-3 Principal Payment		0.00	0.00
4. Tranche A-4 Principal Payment		0.00	0.00
5. Tranche A-5 Principal Payment		0.00	0.00

(C) Principal Scheduled to be Paid on Current Payment Date

		<u>Aggregate</u>	<u>Per 1,000 of Original Principal Amount</u>
<b>Series A</b>			
1. Tranche A-1 Principal Payment		0.00	0.00
2. Tranche A-2 Principal Payment		0.00	0.00
3. Tranche A-3 Principal Payment		0.00	0.00
4. Tranche A-4 Principal Payment		21,943,148.00	42.28
5. Tranche A-5 Principal Payment		60,075,624.00	130.03
vii. Amounts Payable to Credit Enhancement Providers (if applicable)		N/A	
viii. Operating Expenses not Paid under Clause (iv) above		0.00	
ix. Funding of Capital Subaccount		0.00	
x. Net Earnings in Capital Subaccount Released to Issuer		60,967.51	
xi. Deposit to Excess Funds Subaccount		3,584,673.01	
xii. Released to Issuer upon Series Retirement: Collection Account		0.00	
xiii. Aggregate Remittances as of Current Payment Date		99,096,378.59	

(1) Servicing fee: \$1,851,000,000 x 0.05% x 180/360 = \$462,750.00

(2) Administration fee: \$100,000 x 180/360 = \$50,000.00; Independent Managers fee: \$0

(3) Reimbursement to Administrator for fees/expenses paid to outside legal counsel (\$602.00), printer (\$1,165.00), independent public accountant (\$77,102.11) rating agency (\$0.00) and L/C issuing bank (\$22,996.58)

#### 5. Subaccount Withdrawals as of Current Payment Date

(if applicable, pursuant to Section 8.02(d) of Indenture):

i. Excess Funds Subaccount (available for 4.i. through 4.ix.)	0.00
ii. Capital Subaccount (available for 4.i. through 4.viii.)	0.00
iii. Total Withdrawals	0.00

#### 6. Outstanding Amounts and Collection Account Balance as of Current Payment Date (after giving effect to payments to be made on such Payment Date):

<b>Series A</b>		
i. Tranche A-1 Principal Balance	0.00	
ii. Tranche A-2 Principal Balance	0.00	
iii. Tranche A-3 Principal Balance	0.00	
iv. Tranche A-4 Principal Balance	0.00	
v. Tranche A-5 Principal Balance	401,924,376.00	
vi. Aggregate Principal Balance for all Series A Transition Bonds	401,924,376.00	
vii. Excess Funds Subaccount Balance	30,062,984.12	
viii. Capital Subaccount Balance	9,255,000.00	
ix. Aggregate Collection Account Balance	39,317,984.12	

#### 7. Shortfalls In Interest and Principal Payments as of Current Payment Date (after giving effect to payments to be made on such Payment Date):

i. Semiannual Interest

<b>Series A</b>		
1. Tranche A-1 Bond Interest Payment	0.00	
2. Tranche A-2 Bond Interest Payment	0.00	
3. Tranche A-3 Bond Interest Payment	0.00	
4. Tranche A-4 Bond Interest Payment	0.00	
5. Tranche A-5 Bond Interest Payment	0.00	

ii. Semiannual Principal

**Series A**

1. Tranche A-1 Principal Payment	0.00
2. Tranche A-2 Principal Payment	0.00
3. Tranche A-3 Principal Payment	0.00
4. Tranche A-4 Principal Payment	0.00
5. Tranche A-5 Principal Payment	0.00

**8. Shortfall in Required Subaccount Level as of Current Payment Date  
(after giving effect to payments to be made on such Payment Date):**

i. Capital Subaccount	0.00
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IN WITNESS HEREOF, the undersigned has duly executed and delivered this Semiannual Servicer's Certificate this 28th day of July, 2017.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, as  
Servicer

by: /s/ Robert B. McRae

Robert B. McRae  
Assistant Treasurer