

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

**FORM S-3  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

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

Texas  
(State or other jurisdiction of  
incorporation or organization)

1111 Louisiana  
Houston, Texas 77002  
(713) 207-1111  
(Address, including zip code, and telephone  
number, including area code, of  
registrant's principal executive offices)

74-0694415  
(I.R.S. Employer  
Identification No.)

Dana C. O'Brien  
Senior Vice President, General Counsel and Corporate Secretary  
1111 Louisiana  
Houston, Texas 77002  
(713) 207-1111  
(Name, address, including zip code, and  
telephone number, including area code,  
of agent for service)

Copy to:  
Timothy S. Taylor  
Baker Botts L.L.P.  
910 Louisiana  
One Shell Plaza  
Houston, Texas 77002-4995  
(713) 229-1234

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are to be offered pursuant to dividend or interest reinvestment plans, please check the following box:

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box:

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box.

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer   
Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
Common Stock, par value \$0.01 per share	3,000,000	\$17.34	\$52,020,000	\$5,239

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and based upon the average of the high and low sales prices of the Common Stock of CenterPoint Energy, Inc. as reported on the New York Stock Exchange Composite Tape on January 26, 2016.
- (2) Pursuant to Rule 457(p) under the Securities Act, the registrant hereby offsets the registration fee required in connection with this Registration Statement by \$3,658 previously paid by the registrant in connection with the registration of 3,500,000 shares of its Common Stock pursuant to its Registration Statement on Form S-3 (Registration No. 333-187835) filed with the Commission on April 10, 2013 (the "Prior Registration Statement"). 1,128,723 unsold shares of Common Stock remain under the Prior Registration Statement. Pursuant to Rule 457(p) of the Securities Act, the \$3,658 filing fee for such unsold Common Stock under the Prior Registration Statement is being offset against the \$5,239 filing fee currently due in connection with this Registration Statement. Accordingly, a filing fee of \$1,581 is being paid hereunder. Based on this offset, the Prior Registration Statement is terminated with respect to the unsold securities thereunder.

# CenterPoint Energy, Inc.

## Investor's Choice Plan 3,000,000 Shares of Common Stock

We are offering our shareholders and other interested investors an opportunity to purchase shares of our common stock directly from us through participation in our Investor's Choice Plan, which we refer to in this prospectus as the "plan." The plan offers a number of convenient options for investing in shares of our common stock. Once enrolled in the plan, participants may:

- purchase their first shares of our common stock by making an initial cash investment of at least \$250 for first-time investors in CenterPoint Energy or \$50 for current holders of our common stock,
- purchase additional shares of our common stock by making optional cash payments at any time of at least \$50 each and up to a maximum of \$120,000 per calendar year,
- elect to reinvest a minimum of 10% to a maximum of 100% of cash dividends that we may pay in the future on our common stock in additional shares of our common stock, and
- sell shares of our common stock that they hold in the plan directly through the plan.

Shares of our common stock will be purchased under the plan, at our option, from newly issued shares, shares held in our treasury or shares purchased on the open market. Any open market purchases will be made through an independent agent that we will select. In some jurisdictions, we are offering shares of our common stock under the plan only through a registered broker/dealer to persons who are not presently record holders of our common stock.

Our common stock is listed on the New York Stock Exchange and the Chicago Stock Exchange under the symbol "CNP." Our principal executive offices are located at 1111 Louisiana Street, Houston, Texas 77002, and our telephone number at that address is (713) 207-1111.

This prospectus contains a summary of the material provisions of the plan. You should retain this prospectus for future reference.

***Investing in our securities involves risk. See "[Risk Factors](#)" on page 1 of this prospectus.***

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**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

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**This prospectus is dated January 29, 2016.**

## **ABOUT THIS PROSPECTUS**

This prospectus is part of a registration statement we have filed with the Securities and Exchange Commission (SEC) using a “shelf” registration process. Using this process, we may offer up to 3,000,000 shares of our common stock under our Investor’s Choice Plan. This prospectus provides you with a description of the material provisions of the plan. Before you invest, you should carefully read this prospectus and the information contained in the documents we refer to under the heading “Where You Can Find More Information.”

References in this prospectus to the terms “we,” “us,” “CenterPoint Energy” or other similar terms mean CenterPoint Energy, Inc., unless the context clearly indicates otherwise.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and other information with the SEC. You may read and copy any document we file with the SEC at the SEC's public reference room located at 100 F Street, N.E., Washington, D.C. 20549. You may obtain further information regarding the operation of the SEC's public reference room by calling the SEC at 1-800-SEC-0330. Our filings are also available to the public on the SEC's Internet site located at <http://www.sec.gov>. You can obtain information about us at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

This prospectus, which includes information incorporated by reference (see "Incorporation by Reference" below), is part of a registration statement we have filed with the SEC relating to our common stock. As permitted by SEC rules, this prospectus does not contain all of the information we have included in the registration statement and the accompanying exhibits and schedules we file with the SEC. You may refer to the registration statement, the exhibits and the schedules for more information about us and our common stock. The registration statement, exhibits and schedules are available at the SEC's public reference room or through its Internet site.

## INCORPORATION BY REFERENCE

We are "incorporating by reference" into this prospectus certain information we file with the SEC. This means we are disclosing important information to you by referring you to the documents containing the information. The information we incorporate by reference is considered to be part of this prospectus. Information that we file later with the SEC that is deemed incorporated by reference into this prospectus (but not information deemed to be furnished to and not filed with the SEC) will automatically update and supersede information previously included.

We are incorporating by reference into this prospectus the documents listed below and any subsequent filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (excluding information deemed to be furnished and not filed with the SEC) until all the common stock is sold:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2014;
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2015, June 30, 2015 and September 30, 2015;
- our Current Reports on Form 8-K filed on January 29, 2015, March 10, 2015, March 26, 2015, April 27, 2015, August 25, 2015 and December 11, 2015; and
- the description of our common stock contained in our Current Report on Form 8-K filed with the SEC on April 5, 2013, as we may update that description from time to time.

You may also obtain a copy of our filings with the SEC at no cost by writing to or telephoning us at the following address:

CenterPoint Energy, Inc. Attn: Investor Relations P.O. Box 4567 Houston, Texas 77210-4567 (713) 207-6500

## ABOUT CENTERPOINT ENERGY, INC.

CenterPoint Energy, Inc. is a public utility holding company. CenterPoint Energy's operating subsidiaries own and operate electric transmission and distribution facilities and natural gas distribution facilities and own interests in Enable Midstream Partners, LP (Enable) as described below. As of the date of this prospectus, CenterPoint Energy's indirect, wholly-owned subsidiaries include:

- CenterPoint Energy Houston Electric, LLC, which engages in the electric transmission and distribution business in the Texas Gulf Coast area that includes the city of Houston; and
- CenterPoint Energy Resources Corp. (CERC Corp.), which owns and operates natural gas distribution systems. A wholly-owned subsidiary of CERC Corp. offers variable and fixed-price physical natural gas supplies primarily to commercial and industrial customers and electric and gas utilities. As of the date of this prospectus, CERC Corp. also owns approximately 55.4% of the limited partner interests in Enable, which owns, operates and develops natural gas and crude oil infrastructure assets.

Our principal executive offices are located at 1111 Louisiana, Houston, Texas 77002 (telephone number: (713) 207-1111).

## RISK FACTORS

Our businesses are influenced by many factors that are difficult to predict and that involve uncertainties that may materially affect actual operating results, cash flows and financial condition. These risk factors include those described as such in the documents that are incorporated by reference in this prospectus (which risk factors are incorporated herein by reference), and could include additional uncertainties not presently known to us or that we currently do not consider material. Before making an investment decision, you should carefully consider these risks as well as any other information we include or incorporate by reference in this prospectus or include in any applicable prospectus supplement.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

In this prospectus, including the information we incorporate by reference, we make statements concerning our expectations, beliefs, plans, objectives, goals, strategies, future events or performance and underlying assumptions and other statements that are not historical facts. These statements are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Actual results may differ materially from those expressed or implied by these statements. You can generally identify our forward-looking statements by the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “goal,” “intend,” “may,” “objective,” “plan,” “potential,” “predict,” “projection,” “should,” “will” or other similar words. We use the terms “we” and “our” in this section to mean CenterPoint Energy, Inc. and its subsidiaries.

We have based our forward-looking statements on our management’s beliefs and assumptions based on information reasonably available to our management at the time the statements are made. We caution you that assumptions, beliefs, expectations, intentions and projections about future events may and often do vary materially from actual results. Therefore, we cannot assure you that actual results will not differ materially from those expressed or implied by our forward-looking statements.

The following are some of the factors that could cause actual results to differ from those expressed or implied by our forward-looking statements:

- the performance of Enable Midstream Partners, LP (Enable), the amount of cash distributions we receive from Enable, and the value of our interest in Enable, and factors that may have a material impact on such performance, cash distributions and value, including factors such as:
  - competitive conditions in the midstream industry, and actions taken by Enable’s customers and competitors, including the extent and timing of the entry of additional competition in the markets served by Enable;
  - the timing and extent of changes in the supply of natural gas and associated commodity prices, particularly prices of natural gas and natural gas liquids (NGLs), the competitive effects of the available pipeline capacity in the regions served by Enable, and the effects of geographic and seasonal commodity price differentials, including the effects of these circumstances on re-contracting available capacity on Enable’s interstate pipelines;
  - the demand for crude oil, natural gas, NGLs and transportation and storage services;
  - environmental and other governmental regulations, including the availability of drilling permits and the regulation of hydraulic fracturing;
  - recording of non-cash goodwill, long-lived asset or other than temporary impairment charges by or related to Enable;
  - changes in tax status;
  - access to growth capital; and
  - the availability and prices of raw materials and services for current and future construction projects;
- state and federal legislative and regulatory actions or developments affecting various aspects of our businesses (including the businesses of Enable), including, among others, energy deregulation or re-regulation, pipeline integrity and safety, health care reform, financial reform, tax legislation and actions regarding the rates charged by our regulated businesses;
- timely and appropriate rate actions that allow recovery of costs and a reasonable return on investment;

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- problems with regulatory approval, construction, implementation of necessary technology or other issues with respect to major capital projects that result in delays or in cost overruns that cannot be recouped in rates;
- industrial, commercial and residential growth in our service territories and changes in market demand, including the effects of energy efficiency measures and demographic patterns;
- future economic conditions in regional and national markets and their effects on sales, prices and costs;
- weather variations and other natural phenomena, including the impact of severe weather events on operations and capital;
- our ability to mitigate weather impacts through normalization or rate mechanisms, and the effectiveness of such mechanisms;
- the timing and extent of changes in commodity prices, particularly natural gas, and the effects of geographic and seasonal commodity price differentials;
- local, state and federal legislative and regulatory actions or developments relating to the environment, including those related to global climate change;
- timely and appropriate regulatory actions allowing securitization or other recovery of costs associated with any future hurricanes or natural disasters;
- the impact of unplanned facility outages;
- any direct or indirect effects on our facilities, operations and financial condition resulting from terrorism, cyber-attacks, data security breaches or other attempts to disrupt our businesses or the businesses of third parties, or other catastrophic events;
- our ability to invest planned capital;
- our ability to control operation and maintenance costs;
- the sufficiency of our insurance coverage, including availability, cost, coverage and terms;
- the investment performance of our pension and postretirement benefit plans;
- commercial bank and financial market conditions, our access to capital, the cost of such capital, and the results of our financing and refinancing efforts, including availability of funds in the debt capital markets;
- changes in interest rates or rates of inflation;
- actions by credit rating agencies;
- inability of various counterparties to meet their obligations to us;
- non-payment for our services due to financial distress of our customers;
- the ability of retail electric providers (REPs), including REP affiliates of NRG Energy, Inc. (NRG) and REP affiliates of Energy Future Holdings Corp., to satisfy their obligations to us and our subsidiaries;
- our potential business strategies, including restructurings, joint ventures, acquisitions or dispositions of assets or businesses, which we cannot assure you will be completed or will have the anticipated benefits to us;
- acquisition and merger activities involving us or our competitors;
- our or Enable's ability to recruit, effectively transition and retain management and key employees and maintain good labor relations;

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- the ability of GenOn Energy, Inc. (formerly known as RRI Energy, Inc., Reliant Energy, Inc. and Reliant Resources, Inc.), a wholly-owned subsidiary of NRG, and its subsidiaries to satisfy their obligations to us, including indemnity obligations, or obligations in connection with the contractual arrangements pursuant to which we are their guarantor;
- the outcome of litigation;
- changes in technology, particularly with respect to efficient battery storage or the emergence or growth of new, developing or alternative sources of generation;
- the timing and outcome of any audits, disputes and other proceedings related to taxes;
- the effective tax rates;
- effectiveness of our risk management activities;
- the effect of changes in and application of accounting standards and pronouncements; and
- other factors we discuss in “Risk Factors” in Item 1A of Part I of our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which is incorporated herein by reference and other reports we file from time to time with the SEC.

You should not place undue reliance on forward-looking statements. Each forward-looking statement speaks only as of the date of the particular statement.



## USE OF PROCEEDS

We may satisfy purchases of our common stock under the plan by:

- issuing authorized but unissued shares of our common stock,
- issuing shares of our common stock held in our treasury, or
- purchasing shares of our common stock in the open market.

Accordingly, the number of newly issued or treasury shares, if any, that we will ultimately sell under the plan is not currently known. We anticipate using any net proceeds from newly issued or treasury shares purchased by participants under the plan for general corporate purposes. These purposes may include, but are not limited to:

- working capital,
- capital expenditures,
- acquisitions,
- the repayment or refinancing of debt, and
- loans or advances to subsidiaries.

We will not receive any proceeds when shares of our common stock are purchased under the plan in the open market.

## OUR INVESTOR'S CHOICE PLAN

### Purpose

The purpose of the plan is to provide our existing and potential investors a convenient way to purchase shares of our common stock and to reinvest all or a portion (but not less than 10%) of cash dividends paid on our common stock into additional shares of our common stock.

### Key Features

- *Participation by First-Time Investors in CenterPoint Energy:* First-time investors in CenterPoint Energy (i.e., investors who do not currently hold any shares of our common stock) may become participants by making a minimum initial cash investment of \$250 to purchase shares of our common stock through the plan.
- *Participation by Holders of Common Stock:* Current holders of our common stock may become participants by:
  - electing to have a minimum of 10% to a maximum of 100% of the cash dividends paid on each share of their common stock held in the plan reinvested in additional shares of our common stock,
  - making a minimum cash investment of \$50 to purchase shares of our common stock through the plan, or
  - depositing certificates representing shares of our common stock into the plan, provided that at least 10% of cash dividends paid on each share of our common stock held in the plan for a participant are reinvested in our common stock.
- *Additional Cash Investments:* Participants may purchase shares of our common stock at any time, occasionally or at regular intervals, through the plan by making cash investments of at least \$50 for any single investment up to an aggregate of cash investments of \$120,000 per calendar year.
- *Investment Through Automatic Deductions:* Participants may make cash investments through automatic deductions from predesignated bank or savings accounts on a regular monthly or quarterly basis.
- *Reinvestment:* Participants are required to reinvest a minimum of 10% and may reinvest up to 100% of the cash dividends paid on each share of their common stock held in the plan.
- *Purchases in Whole Dollar Amounts:* Participants can buy shares in whole dollar amounts, and their accounts are credited with appropriate whole and fractional shares.
- *Sales:* Participants may sell shares of our common stock held in the plan directly through the plan.
- *Frequent Purchases and Sales:* Purchase and sale orders will be processed at least once every five business days, and as often as every business day, when practicable.
- *Automatic Deposit of Dividends:* Participants may receive common stock cash dividends not reinvested through the plan either by check or through automatic deposit to their bank account.
- *Safekeeping Service:* Participants may deposit their common stock certificates into the plan and the shares of our common stock represented by such certificate(s) will be credited to the participant's account, provided that at least 10% of cash dividends paid on each share of our common stock held in the plan for a participant are reinvested in shares of our common stock. The participant will receive regular statements showing cumulative account activity.
- *Transfers of Common Stock:* Participants may transfer shares of our common stock credited to their plan accounts to the account of another participant or transfer shares to any designated person or entity, without charge.
- *Account Statements:* Each participant will be sent quarterly statements showing all transactions completed during the year to date, the total number of shares of our common stock credited to the participant's account and other relevant account information.

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### **Plan Summary**

The following is a summary of the material provisions of the plan. This summary is not a complete description of all terms of the plan and is qualified in its entirety by reference to the plan. You should carefully review the summary below and the provisions of the plan that may be important to you before participating in the plan.

### **Administration**

The plan is administered by the individual (who may be an employee of ours), bank, trust company or other entity, including us, whom we appoint from time to time to act as the administrator of the plan. Effective as of the close of business on January 28, 2016, Broadridge Corporate Issuer Solutions, Inc. is the administrator. The administrator administers the plan, receives cash from participants, holds participants' shares of our common stock acquired under the plan, keeps records, sends statements of account activity to participants and performs other duties related to the plan. The administrator will forward funds that are to be used to purchase shares, and orders to sell shares, in the open market to an independent agent that we select and which is an "agent independent of the issuer," as that term is defined under the Securities Exchange Act of 1934, as amended. We reserve the right to appoint another person or entity to serve as administrator.

Participants may contact the administrator in any of the following ways:

*By mail:*

Broadridge Corporate Issuer Solutions, Inc.  
ATTN: IWS  
P. O. Box 1342  
Brentwood, NY 11717

For overnight delivery services:

Broadridge Corporate Issuer Solutions, Inc.  
ATTN: IWS  
1155 Long Island Avenue  
Brentwood, NY 11717

*By telephone:*

Toll-Free: (800) 231-6406  
Houston: (713) 207-3060

Representatives are available on business days from 9:00 a.m. to 6:00 p.m., Eastern Time.  
The interactive voice response is available 24 hours a day, 7 days per week.

*By facsimile:* (215) 553-5402

*By email:* [shareholder@broadridge.com](mailto:shareholder@broadridge.com)

*By internet:* <https://shareholder.broadridge.com/centerpointenergy>

### **Eligibility**

Any person or entity, whether or not a record holder of our common stock, is eligible to participate in the plan, provided that:

- the person or entity fulfills the requirements of participation described below under "Enrollment Procedures," and

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- in the case of citizens or residents of a country other than the United States, its territories and possessions, participation would not violate local laws applicable to us, the plan and the participant.

### **Enrollment Procedures**

After being furnished with a copy of this prospectus, eligible applicants may join the plan by returning a completed and signed enrollment form to the administrator and choosing one of the following options:

- making an initial cash investment in the plan to purchase shares of our common stock of at least \$250 for applicants who are not registered holders of our common stock or \$50 for applicants who are registered holders of our common stock,
- electing to have a minimum of 10% up to a maximum of 100% of cash dividends paid on each share of our common stock held in the plan reinvested into additional shares of our common stock, or
- depositing certificates representing shares of our common stock into the plan, provided that at least 10% of cash dividends paid on each share of our common stock held in the plan for a participant are reinvested in our common stock.

Applicants may obtain enrollment forms from the administrator upon written, facsimile or telephone request. Current registered holders of our common stock should sign their name(s) on the enrollment form exactly as indicated on their accounts holding their shares of our common stock.

A beneficial owner of our common stock registered in street name (*i.e.*, the name of a bank, broker or trustee) may participate in the plan by:

- directing the financial intermediary to transfer the common stock into the participant's name, and
- depositing transferred shares of our common stock into the plan and electing to reinvest cash dividends on transferred shares of our common stock in our common stock through the plan.

Alternatively, the beneficial owner may make arrangements with the financial intermediary who is the registered holder to participate in the plan on behalf of the beneficial owner.

To the extent required by applicable law in specified jurisdictions, including Alabama, Arizona, Arkansas, Delaware, Florida, Indiana, Maryland, Massachusetts, Mississippi, Montana, Nevada, New Hampshire, New Jersey, North Dakota, Puerto Rico, Rhode Island, Utah, Virginia, Washington, West Virginia and Wyoming, we are offering shares of common stock under the plan to persons who are not presently record holders of our common stock only through a registered broker/dealer in those jurisdictions.

An eligible applicant will become a participant as soon as practicable after the administrator has received and accepted a properly completed enrollment form.

### **Initial Cash Investments and Additional Cash Investments**

Interested investors, whether or not registered holders of our common stock, may become participants by making an investment through the plan as described in this prospectus. To become a participant through a cash investment, an applicant who is not a registered holder of our common stock must include a minimum initial cash investment of \$250 with a completed enrollment form, while an applicant who is a registered holder of our common stock must include a minimum initial cash investment of \$50 with a completed enrollment form. Additional cash investments, which participants may make at their discretion, must be at least \$50 for any single investment. However, cash investments in the aggregate, including both initial and additional cash investments, may not exceed \$120,000 per account per calendar year. Participants may make cash investments by check or through automatic investing as described below under "Cash Investment Procedures."

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The administrator will make cash investments in our common stock beginning on the next investment date that is at least two business days after the administrator receives the funds and instructions. Cash investment funds, pending investment, will be credited to a participant's account and held in an account that is separated from the administrator's other funds. Cash investments not invested for a participant within 30 days of receipt will be promptly returned to the participant. **No interest will be paid on amounts held by the administrator pending investment.** If a participant does not designate the level of reinvestment of cash dividends on shares of our common stock purchased by an initial cash investment or an additional cash investment, then such participant shall be treated as having elected to have 100% of the cash dividends paid on such shares of our common stock reinvested in our common stock until the administrator receives written instructions from such participant designating the level of reinvestment.

**All cash investments received by the administrator are irrevocable and considered final.**

### **Cash Investment Procedures**

Cash investments may be made by check or automatic deduction from predesignated bank accounts, as described below. Participants should **never send cash** for an investment.

*Investment by Check.* Cash investments may be made by personal check or money order payable in U.S. dollars to CenterPoint Energy, Inc. Investor's Choice Plan and mailed to the administrator. Initial cash investments should be accompanied by enrollment forms while additional cash investments should be accompanied by the stub attached to each statement of account or transaction advice sent to participants.

*Automatic Investing.* Participants may make automatic monthly or quarterly investments of a specified amount, not less than \$50 per purchase nor more than \$120,000 per calendar year, by electronic automatic transfer of funds from a predesignated bank account.

To initiate automatic deductions, a participant must execute an enrollment form that is available from the administrator and return it to the administrator, along with a voided check or deposit slip on the bank account from which funds are to be drawn. If the monthly investment option is chosen, automatic investing will begin on or about the 10th day of each month approximately 30 days after receipt of the authorization form. If the quarterly investment option is chosen, investments will begin on or about the 10th day of each March, June, September and December. In either case, automatic investing deductions will be made two business days before the investment date. **A participant's bank may charge the participant a returned check fee if the designated bank or savings account does not have sufficient funds to cover the authorized deduction.**

Participants may change the amount of their automatic investment by notifying the administrator in writing or by facsimile of the new amount, and the change will take place approximately two weeks after the notice is received. Similarly, a participant may cancel automatic investing by instructing the administrator in writing or by facsimile. Cancellation will be effective approximately two weeks after the notice is received. To change a designated bank account, a participant must notify the administrator in writing at least 30 days before the change is to take effect and supply a voided check or deposit slip for the new account.

All cash investments are subject to collection by the administrator for full face value in U.S. funds. The method of delivery of any cash investment is at the election and risk of the investor and will be deemed received when actually received by the administrator.

### **Investment Dates**

The plan's "investment dates" occur at least once every five business days. However, purchases will be made every business day when deemed practicable by the administrator. A participant's cash investment will generally be invested within five business days of receipt. For exceptions under specified circumstances involving open market purchases, see "Source and Price of Shares" below.

## Dividend Payment Options

The plan requires that participants reinvest a minimum of 10% of cash dividends paid on each share of our common stock held in the plan in our common stock. With respect to cash dividends on shares of our common stock for which partial reinvestment is elected, the plan offers the option of direct deposit or check payment, as described below.

*Reinvestment of Cash Dividends.* Participants are required to reinvest a minimum of 10% and may reinvest up to 100% of the cash dividends paid on each share of our common stock held (or to be held) in the plan by making the election on their initial enrollment forms or by delivering written or facsimile instructions to the administrator. Participants electing partial reinvestment of cash dividends must designate the specific percentage of cash dividends to be reinvested for each share of common stock held in the plan by such participant, which specified percentage is referred to as the partial reinvestment percentage. If a participant that has elected partial reinvestment does not specify the partial reinvestment percentage, then such participant shall be treated as having elected to have 100% of the cash dividends paid on each share of our common stock held by such participant in the plan reinvested in our common stock until the administrator receives written instructions from such participant designating the partial reinvestment percentage. If a participant does not designate the level of reinvestment of cash dividends on shares of our common stock purchased by an initial cash investment or an additional cash investment or deposited in the plan for safekeeping, then such participant shall be treated as having elected to have 100% of the cash dividends paid on such shares of our common stock reinvested in our common stock until the administrator receives written instructions from such participant designating the level of reinvestment. The amount reinvested will be reduced by any amount required to be withheld under any applicable tax or other statutes. Cash dividends not being reinvested will be sent to the participant by direct deposit or check, as appropriate.

A participant may change such participant's prior reinvestment election from time to time by delivering a new enrollment form or written or facsimile instructions to the administrator. To be effective for a particular dividend payment, the administrator must receive instructions of such change at least five business days before the record date of the dividend. The record date for common stock dividends is usually the 16th day of each February, May, August and November.

Dividends will be invested beginning either on the date of payment, if the payment date is an investment date, or on the first investment date following payment. Dividends not invested within 30 days of receipt will be returned promptly to the participant. Funds pending investment will be credited to a participant's account and held in an account at the administrator. **No interest will be paid on funds held by the administrator pending investment.**

*Direct Deposit of Dividends on Common Stock.* Through the plan's direct deposit feature, a participant may elect to have any cash dividends on common stock not designated for reinvestment automatically deposited into a designated bank or savings account. The cash dividends will be deposited on the dividend payment date. Participants who wish to have dividends automatically deposited must execute a direct deposit authorization form that is available from the administrator and send it to the administrator, along with a voided check or deposit slip for the designated bank account.

The administrator must receive direct deposit authorization at least 30 days before an applicable common stock dividend payment date to be effective for that payment date. Participants can cancel direct deposit of dividends by notifying the administrator in writing or by facsimile. In order to be effective for an applicable dividend payment date, the administrator must receive the cancellation notice at least 30 days before that dividend payment date. To change a designated bank account for direct deposit of dividends, the administrator must receive written notice, accompanied by a voided check or deposit slip for the new bank account, at least 30 days before an applicable dividend payment date.

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*Check Payments of Dividends.* Cash dividends paid on shares of common stock held in the plan not designated for reinvestment or direct deposit will be paid by check to the participant. A check for the amount of funds payable will be sent through the mail so that it will reach the participant as close as possible to the dividend payment date.

### **Source and Price of Shares**

To fulfill plan requirements, shares of our common stock will be, at our discretion, purchased either directly from us or on the open market by an independent agent. Shares purchased from us will be either authorized but unissued shares or shares held in our treasury. Purchases of our common stock under the plan are subject to such terms and conditions, including price and delivery, as the administrator may accept.

*Purchases from CenterPoint Energy.* The price of our common stock purchased from us will be the average of the high and low sales price of our common stock reported on the New York Stock Exchange Composite Tape as published in *The Wall Street Journal* for the trading day immediately preceding the relevant investment date, and the purchase will be made on the investment date. In the event no trading is reported for the relevant trading day, we may determine the purchase price on the basis of market quotations we deem appropriate. No brokerage fee will be charged on shares acquired directly from us.

*Open Market Purchases and Sales.* The price of our common stock purchased or sold on the open market will be the weighted average price of all shares purchased or sold, as the case may be, through the plan for the investment date. The weighted average price will be increased for brokerage fees and commissions, any related service charges and applicable taxes. As of the date of this prospectus, we do not expect the brokerage fees and commissions and related service charges to exceed \$0.10 per share.

An independent agent will make purchases and sales of our common stock on the open market beginning on the relevant investment date. These purchases and sales will be completed not later than five days from that date, except where completion at a later date is necessary or advisable under any applicable laws or regulations. Funds not invested within 30 days of receipt will be returned promptly to participants. The independent agent will make purchases and sales on any securities exchange where shares of our common stock are traded, in the over-the-counter market, or by negotiated transactions. These purchases and sales may be subject to such terms and conditions regarding price, delivery and other terms as agreed to by the administrator. The independent agent will have sole authority to direct the time or price at which shares may be purchased or sold, the markets on which the shares are to be purchased or sold, and the selection of the broker or dealer, other than the independent agent, through or from whom purchases or sales are to be made.

The independent agent may commingle each participant's funds with those of other participants for the purchases and sales of our common stock but will hold the funds at all times in a separate account apart from the administrator's funds.

The number of shares, including any fraction of a share rounded to four decimal places, of our common stock credited to a participant's account for a particular investment date will be determined by dividing the total amount of cash dividends and/or cash investments to be invested for the participant on the investment date by the relevant purchase price per share. Dividend and voting rights will commence upon settlement, whether shares are purchased from us or on the open market.

### **Safekeeping Service**

Participants may use the plan's free safekeeping service at any time, provided that at least 10% of cash dividends paid on each share of our common stock held in the plan for a participant are reinvested in our common stock. Participants may deposit common stock into the plan by delivering the stock certificate(s) without endorsement to the administrator, along with written instructions designating the level of reinvestment of

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cash dividends on such shares of our common stock. **If the delivery is by mail, we recommend that participants use properly insured, registered mail with return receipt requested.** If a Participant does not designate the level of reinvestment of cash dividends on shares of our common stock deposited for safekeeping, then such participant shall be treated as having elected to have 100% of the cash dividends paid on such shares of our common stock reinvested in our common stock until the administrator receives written instructions from such participant designating the level of reinvestment. Shares deposited in the plan for safekeeping will be transferred into the name of the administrator or its nominee and credited to the participant's account under the plan. Thereafter, the shares will be treated in the same manner as shares purchased through the plan. Because shares deposited for safekeeping are treated in the same manner as shares purchased through the plan, they may be efficiently and economically transferred or sold if the participant desires. Once deposited into the plan, the shares of common stock will no longer be represented by stock certificates.

### **Sale of Common Stock**

Participants may request the administrator to sell any number of whole shares held in their accounts at any time by written instructions (including via the administrator's website). As soon as practicable after receipt of the request, but within five business days, the administrator will instruct the independent agent to sell the shares. The independent agent will sell the shares as soon as practicable thereafter. Proceeds of the sale, less applicable brokerage fees and commissions and service charges and any applicable taxes, will be sent to the participant within five business days after the independent agent has completed the sale. The sales price will be determined in the same way as the price for shares of common stock purchased for participants on the open market. See "Source and Price of Shares" above. Alternatively, a participant may request its broker to electronically transfer the requested number of shares to their brokerage account for sale; any such request must be made through such participant's broker.

If the administrator receives a request to sell shares between the record date and the dividend payment date, the dividends on those shares will be reinvested on the investment date and newly purchased shares will be credited to the participant's account. If the request for sale does not include all shares in the participant's account, the number of shares requested will be sold within five days after receipt of the request and the proceeds from the sale will be sent to the participant. Newly purchased shares will be retained in the participant's account after the investment date. If the request for sale covers all shares in the participant's account, the sale instructions shall be processed as described above with respect to the participant's current whole shares held under the plan and the sale instructions with respect to shares purchased on such dividend payment date shall be processed promptly following such dividend payment date. The shares purchased on such dividend payment date will be sold within five days after the dividend payment date and the proceeds from the sale will be sent to the participant.

### **Withdrawal, Transfers, and Gifts of Common Stock**

*Withdrawals and Transfers Outside the Plan.* A participant may withdraw shares of common stock credited to the participant's plan account by so instructing the administrator in writing if the participant will not be the record holder after withdrawal, by delivering written instructions, specifying the recipient's name, address, Social Security number and telephone number and a stock assignment or stock power, with the participant's signature guaranteed by a member of the Medallion Signature Guarantee program (a participating broker, bank, savings and loan association, etc.). A book statement representing whole shares withdrawn from the plan will be sent to the participant or designated recipient within two business days of processing of a properly documented request. Withdrawal of shares of common stock does not affect reinvestment of cash dividends on the shares withdrawn unless:

- the participant is no longer the record holder of the shares,
- the participant specifically changes the level of reinvestment with respect to such shares, or
- the participant terminates participation in the plan.



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If the administrator receives a withdrawal request between the record date and the dividend payment date, the dividends on those shares will be reinvested on the investment date and newly purchased shares will be credited to the participant's account. If the request for withdrawal does not include all shares in the participant's account, the number of shares requested will be withdrawn within two business days after receipt of the request and sent to the designated recipient. Newly purchased shares will be retained in the account of the participant making the request. If the request for withdrawal covers all shares in the participant's account, the withdrawal will be processed as described above with respect to the participant's current whole shares held under the plan and the withdrawal with respect to shares purchased on such dividend payment date shall be processed promptly following such dividend payment date. All shares in the participant's account will be sent to the designated recipient.

*Gifts and Transfers of Common Stock Within the Plan.* If a participant wishes to transfer all or a part of the participant's shares to a plan account for another person, whether by gift, private sale or otherwise, the participant may effect the transfer by giving transfer instructions, in writing, to the administrator. Transfers of less than all of the shares in the participant's account must be made in whole share amounts. Requests for such transfers are subject to the same requirements applicable to transfers of common stock generally, including the requirement of a stock power with a Medallion Signature Guarantee. The transfer will be effected as soon as practicable following the administrator's receipt of the required documentation. Gifts and transfers within the plan are subject to the same provisions as described above under "Withdrawals and Transfers Outside the Plan."

The administrator will continue to hold under the plan shares that are transferred within the plan. If the transferee is not already a participant, a plan account will be opened in the name of the transferee, and the transferee will promptly receive an enrollment form to elect any applicable services offered through the plan. Until the transferee elects otherwise or the transferor specifically requests that the new account be enrolled in one or more of the plan's options, the transferee's account will be treated as having elected (i) to have shares held in safekeeping under the plan and (ii) to have 100% of cash dividends paid on such shares reinvested in our common stock. If the transferee is already a participant, the shares transferred will be treated as other shares already in the account of the transferee with respect to plan options. As a result of the transfer, the transferor and the transferee will receive a statement confirming the transaction.

### **Reinvestment of Dividends on Remaining Shares**

When a participant sells, withdraws or transfers a portion of the shares credited to the participant's account, the number of shares credited to the account is reduced. For a participant who is reinvesting cash dividends paid on only a portion of the shares credited to the participant's account, unless the participant gives specific instructions to the contrary, the reduction will first be made to shares for which partial reinvestment has been elected before it is made to shares for which full reinvestment has been elected.

### **Reports to Participants**

The administrator will send each participant a quarterly statement of year-to-date activity showing the amount invested, purchase price, the number of shares purchased, deposited, sold, transferred and withdrawn, total shares accumulated and other information. The administrator will also send each participant a confirmation promptly after each cash investment, deposit, sale, withdrawal or transfer. Dividend reinvestments will not be individually confirmed, but rather will appear on the quarterly statement. Participants should retain statements and confirmations in their permanent records to establish the cost basis of shares purchased under the plan for income tax and other purposes.

The administrator will send each participant copies of all communications sent to holders of our common stock, including our annual report to shareholders, notice of our annual meeting, proxy statement and form of proxy, as well as federal tax reporting statements, if applicable, for reporting taxable income received from us.

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The administrator will send all payments, notices, statements and reports to the participant's address on the administrator's records. It is therefore imperative that participants promptly notify the administrator of any change of address.

### **Shares of Common Stock Held in the Plan**

The administrator will hold shares of our common stock purchased under, or deposited for safekeeping into, the plan and credited to participants' accounts in the administrator's name or the name of its nominee, as custodian. The number of shares, including fractional shares, held for each participant will be shown on each statement of account. **Certificates for shares, including fractional shares, of our common stock will not be issued under any circumstances.**

A participant may request that shares of our common stock held in its account be electronically transferred to its brokerage account by authorizing its broker to do so; any such request must be made through such participant's broker.

Shares held in a participant's account cannot be pledged or assigned. A participant who wishes to pledge or assign any shares must request that they be withdrawn from the plan and electronically issued to the participant along with a book statement representing such withdrawn shares.

### **Termination of Participation**

A participant may terminate participation in the plan at any time by notifying the administrator in writing. As soon as practicable after receipt of notification, the administrator will provide to the participant:

- a book statement for all of the whole shares credited to the participant's account,
- any dividends and cash investments credited to the participant's account, and
- the cash value of any fraction of a share of our common stock credited to the participant's account.

A fraction of a share will be valued at the weighted average sales price (less brokerage fees and commissions, any related service charges and applicable taxes) of the aggregate number of shares sold in the open market for the investment date.

### **Costs**

We will pay all administrative costs and expenses of the plan. **Participants will bear the cost of brokerage fees and commissions, related service charges and any applicable taxes incurred on all purchases and sales of our common stock on the open market.** As of the date of this prospectus, shares of stock are being purchased by an independent agent on the open market. We do not expect the brokerage fees and commissions and related service charges to exceed \$0.10 per share. There are no brokerage fees and commissions or related service charges for shares of common stock purchased directly from us. As of the date of this prospectus, services charges and fees under the plan are as follows:

- Copy of paid check (\$5.00)
- Non-sufficient funds check return (\$35.00)
- Copy of cancelled certificate (\$7.50)
- Copy of filed tax form (\$2.00)
- Duplicate Account Statement (\$2.00)
- Research (\$75.00 per item/hour)

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- Funds wire transfer (\$30.00)
- Rush stock transfer (\$50.00)
- Processing fee for lost certificate (\$50.00)
- Surety bond premium on lost certificate (2%)

### U.S. Federal Income Tax Consequences

**The following is a summary of certain U.S. federal income tax consequences of participating in the plan. This summary is based on current law and may be affected by future legislation, income tax regulations, court decisions, Internal Revenue Service rulings and other administrative pronouncements. This discussion does not purport to deal with all aspects of taxation that may be relevant to a participant in light of the participant's circumstances, or if the participant is a type of investor who is subject to special treatment under U.S. federal income tax law (including, without limitation, insurance companies, partnerships, tax-exempt organizations, financial institutions, broker dealers, foreign corporations, other foreign entities, and persons who are not citizens or residents of the United States). This discussion is limited to taxpayers that will hold shares of our common stock as "capital assets" (generally, held for investment). Each participant should consult the participant's own tax advisor regarding the tax consequences (including the federal, state, local, foreign and other tax consequences) for the participant as a result of participating in the plan and of potential changes in applicable tax laws.**

A participant will be required to include as income for U.S. federal income tax purposes the gross amount of all dividend payments on our common stock reinvested in our common stock as though the participant received the dividends in cash. In addition, a participant will be taxed on any brokerage commissions, fees or service charges that we pay for in connection with a purchase of our common stock for the participant under the plan.

To the extent distributions by us to our participants are treated as made from our current or accumulated earnings and profits, the distributions will be dividends taxable as ordinary income. The amount of any dividends in excess of earnings and profits will reduce a participant's tax basis in our common stock with respect to which the dividend was received, and, to the extent in excess of basis, result in capital gain.

As a general rule, a participant's tax basis for shares of our common stock (or any fraction of a share) acquired under the plan will be equal to the cash value of dividends attributable to the purchase of the shares on the applicable purchase date, as adjusted for brokerage commissions, fees and service charges, if any. A participant's tax basis in shares purchased with cash investments will be the cost of the shares plus any allocable brokerage commissions, fees and service charges, if any, on the applicable purchase date.

The participant will recognize capital gain or loss upon the sale of whole shares and upon the sale of any fractional share credited to the participant's account under the plan. The gain or loss will be equal to the difference between the amount received for shares (or a fractional share) and the participant's tax basis in such shares.

Unless a participant makes a contrary election, the administrator will report the tax basis of a participant's shares held in the plan using the first in, first out (FIFO) method. Under the FIFO method, any sale of shares held in the plan will be deemed to first come from a participant's oldest shares. Shares of our common stock purchased under the plan will have a holding period beginning on the day after the applicable purchase date.

Under Internal Revenue Service backup withholding regulations, dividends reinvested under the plan may be subject to backup withholding tax (currently at 28%) unless the participant (i) is an exempt recipient or (ii) provides the administrator with the participant's taxpayer identification number (in the case of individual taxpayers the taxpayer identification number is their Social Security number) and certifies that it is not subject to

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backup withholding. Any amount so withheld will be treated as taxable income received by the participant and will be reflected on Form 1099-DIV mailed annually to all our investors, including plan participants.

**The above summary is not a comprehensive discussion of all of the tax considerations that may be relevant to a participant in the plan. Therefore, each participant should consult the participant's own tax advisor regarding the tax consequences of participating in the plan.**

### **Stock Splits, Stock Dividends, and Rights Offerings**

Any shares or other noncash distributions, including stock splits, stock dividends, combinations, recapitalizations and similar events affecting our common stock, will be credited to a participant's account on a pro-rata basis. In the event of a rights offering, a participant will receive rights based upon the total number of whole shares of our common stock credited to the participant's account.

### **Voting of Proxies**

Participants have the exclusive right to vote all whole shares credited to their plan accounts, either in person or by proxy, at any annual or special meeting of our shareholders. Fractions of shares cannot be voted. The administrator will forward to each participant all shareholder materials relating to shares credited to that participant's account.

### **Limitation of Liability**

Neither we nor the administrator nor any independent agent will be liable for any act done in good faith or for any good faith omission to act, including, without limitation, any claim of liability arising from failure to terminate a participant's account upon the participant's death prior to receipt of notice in writing of such death, or with respect to the prices or times at which shares of our common stock are purchased or sold for participants, or fluctuations in the market value of our common stock.

### **Written Provisions of the Plan Controlling**

With respect to any matter relating to the plan, including, without limitation, the timing and pricing of purchases and sales of our common stock for participants, the written provisions of the plan are controlling. Participants should not rely on any oral representations inconsistent with the written provisions of the plan. Neither we nor the administrator nor any independent agent will be liable for a participant's reliance on oral statements inconsistent with the written provisions of the plan.

### **Interpretation and Regulation of the Plan**

Our officers are authorized to take actions to carry out the plan consistent with the plan's terms and conditions. We reserve the right to interpret and regulate the plan as we deem desirable or necessary in connection with the plan's operations.

### **Change or Termination of the Plan**

We may suspend, modify or terminate the plan at any time, in whole, in part or in respect of participants in one or more jurisdictions, without the approval of participants. Notice of suspension, modification or termination will be sent to all affected participants. Upon any whole or partial termination of the plan by us, each affected participant will receive:

- a book statement for all of the whole shares credited to the participant's account,
- any dividends and cash investments credited to the participant's account, and
- the cash value of any fraction of a share of our common stock credited to the participant's account.

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A fraction of a share will be valued at the weighted average sales price (less brokerage fees and commissions, any related service charges and applicable taxes) of the aggregate number of shares sold in the open market for the investment date.

### **Termination of Participation by CenterPoint Energy**

If a participant does not have at least one whole share of our common stock credited to the participant's account, or does not own any shares of our common stock for which cash dividends are designated for reinvestment under the plan, we shall terminate the participant's participation in the plan. Additionally, we may terminate, in our sole discretion, any participant's participation in the plan after written notice mailed in advance to the participant's address appearing on the records of the administrator. A participant whose participation has been terminated will receive:

- a book statement for all of the whole shares credited to the participant's account,
- any dividends and cash investments credited to the participant's account, and
- the cash value of any fraction of a share of our common stock credited to the participant's account.

A fraction of a share will be valued at the weighted average sales price (less brokerage fees and commissions, any related service charges and applicable taxes) of the aggregate number of shares sold in the open market for the investment date.

### **PLAN OF DISTRIBUTION**

We are offering shares of our common stock by this prospectus pursuant to the plan. The terms of the plan provide for the purchase of shares of our common stock directly from us or, at our option, by an independent agent on the open market. As of the date of this prospectus, shares of our common stock purchased for participants under the plan are being purchased by an independent agent on the open market. The plan provides that we may not change our determination regarding the source of purchases of shares more than once in any three-month period. We expect our primary consideration in determining the source of shares to be used for purchases under the plan will be our need to increase equity capital. If we do not need to raise funds externally or if financing needs are satisfied using non-equity sources of funds to maintain our targeted capital structure, shares of our common stock purchased for participants will be purchased in the open market, subject to the limitation on changing the source of shares of our common stock.

We will pay all administrative costs and expenses associated with the plan. Participants will bear the cost of brokerage commissions and fees, related service charges and any applicable taxes incurred on all purchases and sales made in the open market. These costs will be included as adjustments to purchase and sales prices. There are no brokerage fees and commissions or related service charges for shares of common stock purchased directly from us.

### **DESCRIPTION OF OUR CAPITAL STOCK**

As of January 25, 2016, our authorized capital stock consisted of:

- 1,000,000,000 shares of common stock, par value \$0.01 per share, of which 430,263,041 shares were outstanding, excluding 166 shares held as treasury stock, and
- 20,000,000 shares of preferred stock, par value \$0.01 per share, of which no shares were outstanding.

Broadridge Corporate Issuer Solutions, Inc. serves as transfer agent and registrar for our common stock.

We have incorporated by reference the descriptions of our common stock into this prospectus. Please read "Where You Can Find More Information."

## **EXPERTS**

The consolidated financial statements and the related consolidated financial statement schedules, incorporated in this prospectus by reference from our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, and the effectiveness of our internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such consolidated financial statements and consolidated financial statement schedules have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

## **LEGAL MATTERS**

Certain legal matters in connection with our common stock offered hereby have been passed upon for us by Baker Botts L.L.P., Houston, Texas. Dana C. O'Brien, Esq., our Senior Vice President, General Counsel and Corporate Secretary, may pass upon other legal matters for us. Ms. O'Brien is the beneficial owner of less than 1% of our common stock.

You should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone else to provide you with any different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not making an offer to sell shares of our common stock in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus is current only as of the date of this prospectus.

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**CenterPoint Energy, Inc.**

**3,000,000 Shares**

**Common Stock**

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**PROSPECTUS**

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**Investor's  
Choice  
Plan**

**January 29, 2016**

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**PART II**

**INFORMATION NOT REQUIRED IN PROSPECTUS**

**Item 14. Other Expenses of Issuance and Distribution.**

CenterPoint Energy, Inc. (the “Company”) estimates that expenses in connection with the offering described in this Registration Statement will be as follows:

Securities and Exchange Commission filing fee	\$ 5,239
Legal fees and expenses	25,000
Accounting fees and expenses	20,000
Printing expenses	5,500
Miscellaneous expenses	19,231
Total expenses	<u>\$75,000</u>

**Item 15. Indemnification of Directors and Officers.**

Title 1, Chapter 8 of the Texas Business Organizations Code (“TBOC”) and Article V of the Company’s Amended and Restated Bylaws provide the Company with broad powers and authority to indemnify its directors and officers and to purchase and maintain insurance for such purposes. Pursuant to such statutory and Bylaw provisions, the Company has purchased insurance against certain costs of indemnification that may be incurred by it and by its officers and directors.

Additionally, Article IX of the Company’s Restated Articles of Incorporation provides that no director of the Company is liable to the Company or its shareholders for monetary damages for any act or omission in the director’s capacity as director, except as required by law as in effect from time to time. Currently, Section 7.001 of the TBOC requires that liability be imposed for the following actions: (i) any breach of such director’s duty of loyalty to the Company or its shareholders, (ii) any act or omission not in good faith that constitutes a breach of duty of such director to the Company or that involves intentional misconduct or a knowing violation of law, (iii) a transaction from which such director received an improper benefit, regardless of whether or not the benefit resulted from an action taken within the scope of the director’s duties or (iv) an act or omission for which the liability of a director is expressly provided for by statute.

Article IX also provides that any subsequent amendments to Texas statutes that further limit the liability of directors will inure to the benefit of the directors, without any further action by shareholders. Any repeal or modification of Article IX shall not adversely affect any right of protection of a director of the Company existing at the time of the repeal or modification.

See “Item 17. Undertakings” for a description of the Commission’s position regarding such indemnification provisions.



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### **Item 16. Exhibits.**

The following documents are filed as part of this Registration Statement or incorporated by reference herein:

<u>Exhibit Number</u>	<u>Document Description</u>	<u>Report or Registration Statement</u>	<u>SEC File or Registration Number</u>	<u>Exhibit Reference</u>
3.1*	Restated Articles of Incorporation of CenterPoint Energy, Inc.	Form 8-K of CenterPoint Energy, Inc. dated July 24, 2008	1-31447	3.2
3.2*	Amended and Restated Bylaws of CenterPoint Energy, Inc.	Form 8-K of CenterPoint Energy, Inc. dated July 24, 2014	1-31447	3.1
3.3*	Statement of Resolutions Deleting Shares Designated Series A Preferred Stock of CenterPoint Energy, Inc.	Form 10-K of CenterPoint Energy, Inc. for the fiscal year ended December 31, 2011	1-31447	3(c)
3.4*	First Amendment to Amended and Restated Bylaws	Form 8-K of CenterPoint Energy, Inc. dated December 10, 2015	1-31447	3.1
4.1	CenterPoint Energy, Inc. Fourth Amended and Restated Investor's Choice Plan			
5.1	Opinion of Baker Botts L.L.P.			
23.1	Consent of Deloitte & Touche LLP			
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 5.1)			
24.1	Powers of Attorney (included on the signature page of this registration statement)			

\* Incorporated herein by reference as indicated.

### **Item 17. Undertakings.**

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) of the Securities Act of 1933 if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

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provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Houston, the State of Texas, on January 29, 2016.

CENTERPOINT ENERGY, INC.  
(Registrant)

By: /s/ Scott M. Prochazka  
Scott M. Prochazka  
President and Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Scott M. Prochazka, William D. Rogers and Dana C. O'Brien, and each of them severally, his or her true and lawful attorney or attorneys-in-fact and agents, with full power to act with or without the others and with full power of substitution and resubstitution, to execute in his name, place and stead, in any and all capacities, (i) any or all amendments (including pre-effective and post-effective amendments) to this Registration Statement and (ii) any Registration Statement of the type contemplated by Rule 462(b) under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents and each of them full power and authority, to do and perform in the name and on behalf of the undersigned, in any and all capacities, each and every act and thing necessary or desirable to be done in and about the premises, to all intents and purposes and as fully as they might or could do in person, hereby ratifying, approving and confirming all that said attorneys-in-fact and agents or their substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Scott M. Prochazka</u> Scott M. Prochazka	President, Chief Executive Officer and Director (Principal Executive Officer)	January 29, 2016
<u>/s/ William D. Rogers</u> William D. Rogers	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	January 29, 2016
<u>/s/ Kristie L. Colvin</u> Kristie L. Colvin	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	January 29, 2016
<u>*</u> Milton Carroll	Executive Chairman of the Board of Directors	January 29, 2016
<u>*</u> Michael P. Johnson	Director	January 29, 2016

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<u>Signature</u>	<u>Title</u>	<u>Date</u>
* _____ Janiece M. Longoria	Director	January 29, 2016
* _____ Scott J. McLean	Director	January 29, 2016
* _____ Theodore F. Pound	Director	January 29, 2016
* _____ Susan O. Rheney	Director	January 29, 2016
* _____ Phillip R. Smith	Director	January 29, 2016
* _____ Peter S. Wareing	Director	January 29, 2016

\*By \_\_\_\_\_ /s/ Dana C. O'Brien  
Dana C. O'Brien, Attorney-in-Fact

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Document Description</b>	<b>Report or Registration Statement</b>	<b>SEC File or Registration Number</b>	<b>Exhibit Reference</b>
3.1*	Restated Articles of Incorporation of CenterPoint Energy, Inc.	Form 8-K of CenterPoint Energy, Inc. dated July 24, 2008	1-31447	3.2
3.2*	Amended and Restated Bylaws of CenterPoint Energy, Inc.	Form 8-K of CenterPoint Energy, Inc. dated July 24, 2014	1-31447	3.1
3.3*	Statement of Resolutions Deleting Shares Designated Series A Preferred Stock of CenterPoint Energy, Inc.	Form 10-K of CenterPoint Energy, Inc. for the fiscal year ended December 31, 2011	1-31447	3(c)
3.4*	First Amendment to Amended and Restated Bylaws	Form 8-K of CenterPoint Energy, Inc. dated December 10, 2015	1-31447	3.1
4.1	CenterPoint Energy, Inc. Fourth Amended and Restated Investor's Choice Plan			
5.1	Opinion of Baker Botts L.L.P.			
23.1	Consent of Deloitte & Touche LLP			
23.2	Consent of Baker Botts L.L.P. (included in Exhibit 5.1)			
24.1	Powers of Attorney (included on the signature page of this registration statement)			

\* Incorporated herein by reference as indicated.

**CENTERPOINT ENERGY, INC.**  
**FOURTH AMENDED AND RESTATED**  
**INVESTOR'S CHOICE PLAN**  
**(effective as of the close of business on January 28, 2016)**

CenterPoint Energy, Inc., a Texas corporation (the "Company"), hereby amends and restates its Third Amended and Restated Investor's Choice Plan (the "Prior Plan") in its entirety to establish the following CenterPoint Energy, Inc. Fourth Amended and Restated Investor's Choice Plan (the "Plan"):

RECITALS:

WHEREAS, the purpose of the Plan is to provide interested investors and holders of shares of the Company's common stock, par value \$0.01 per share, including associated preferred stock purchase rights (the "Common Stock"), a convenient, economical means of increasing their investment in the Company through (i) regular investment of cash dividends paid on shares of Common Stock, (ii) optional cash investments and/or (iii) initial cash investments in shares Common Stock; and

WHEREAS, the Company has appointed Broadridge Corporate Issuer Solutions, Inc. ("Broadridge") as the new Administrator (as defined in Article I); and

WHEREAS, the Board of Directors deems it advisable and in the best interests of the Company that the Plan be amended to (i) accommodate certain capabilities of Broadridge as the new Administrator, and (ii) provide certain other clarifications in the Plan; and

WHEREAS, the Company desires to amend and restate the Prior Plan, effective as of the close of business on January 28, 2016 (the "Effective Date"), to (i) accommodate certain capabilities of Broadridge as the new Administrator, and (ii) provide certain other clarifications.

NOW, THEREFORE:

ARTICLE I

Definitions

The terms defined in this Article I shall, for all purposes of this Plan, have the following respective meanings:

Account

The term "Account" shall mean, as to any Participant, the account maintained by the Administrator evidencing (i) the shares (and/or fraction of a share) of Common Stock (a) purchased through the Plan and/or (b) deposited by such Participant into the Plan pursuant to Section 4.1 hereof, and credited to such Participant and (ii) cash held in the Plan pending investment in Common Stock for such Participant.

Account Shares

The term “Account Shares” shall mean all shares (and/or a fraction of a share) of Common Stock credited to the Account of a Participant by the Administrator, which shall include shares deposited into the Plan pursuant to Section 4.1 hereof.

Administrator

The term “Administrator” shall mean the individual (who may be an employee of the Company), bank, trust company or other entity (including the Company) appointed from time to time by the Company to act as Administrator hereunder.

Administrator Account

As defined in Section 10.8 hereof.

Common Stock

As defined in the Recitals.

Company

As defined in the introduction to the Recitals.

Company Share Purchase Price

The term “Company Share Purchase Price,” when used with respect to newly issued shares of Common Stock or shares of Common Stock held in the Company’s treasury, shall mean the average of the high and low sales prices of Common Stock on a given trading day as reported on the New York Stock Exchange Composite Tape as published in *The Wall Street Journal*. In the absence of knowledge of inaccuracy, the Administrator may rely upon such prices as published in *The Wall Street Journal*. In the event no trading is so reported for a trading day, the Company Share Purchase Price for such shares may be determined by the Company on the basis of such market quotations as it deems appropriate.

Direct Deposit Authorization Form

The term “Direct Deposit Authorization Form” shall mean the documentation, including a voided check or deposit slip for the designated bank, savings or credit union account, that the Administrator shall require to be completed and received prior to a Participant having any Dividends on Account Shares not being reinvested in Common Stock paid by electronic direct deposit to the Participant’s predesignated bank, savings or credit union account pursuant to Section 7.7 hereof.

Dividend

The term “Dividend” shall mean cash dividends paid on Reinvestment Eligible Securities.

Dividend Payment Date

The term “Dividend Payment Date” shall mean a date on which a cash dividend on shares of Common Stock is paid.

Effective Date

As defined in the Recitals.

### Eligible Securities

The term "Eligible Securities" shall mean those equity and debt securities of the Company and its subsidiaries, whether issued prior to, on or after the Effective Date, set forth in Section 6.1 hereof, and such other equity and debt securities of the Company and its subsidiaries as the Company may designate, in its sole discretion, pursuant to Section 6.2 hereof.

### Enrollment Form

The term "Enrollment Form" shall mean the documentation that (i) the Administrator shall require to be completed and received prior to an investor's enrollment in the Plan pursuant to Section 2.2, 2.3, 2.4 or 4.1 hereof, (ii) a Participant may submit to the Administrator to elect the automatic investing option under the Plan pursuant to Section 7.8 hereof, and (iii) a Participant may submit to the Administrator to change his options under the Plan pursuant to Section 7.1 hereof.

### Exchange Act

The term "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

### Foreign Person

The term "Foreign Person" shall mean a Person that is a citizen or resident of, or is organized or incorporated under, or has its principal place of business in, a country other than the United States, its territories and possessions.

### Independent Agent

The term "Independent Agent" shall mean an agent independent of the Company who satisfies applicable legal requirements (including without limitation the requirements of Regulation M and Rule 10b-18 promulgated under the Exchange Act) and who has been selected by the Company, pursuant to Section 10.6 hereof, to serve as an Independent Agent for purposes of making open market purchases and sales of Common Stock under the Plan.

### Interest

The term "Interest" shall mean interest payments made on Reinvestment Eligible Securities.

### Investment Date

The term "Investment Date" shall mean each date on which the Administrator or Independent Agent shall begin to purchase or sell shares of Common Stock pursuant to the Plan. An Investment Date shall occur at least every fifth business day, and may occur as often as every business day, if practicable, as determined in the sole discretion of the Administrator.

### Market Share Purchase Price

The term "Market Share Purchase Price," when used with respect to shares of Common Stock purchased in the open market, shall mean the weighted average purchase price per share (including brokerage fees and commissions, any related service charges and applicable taxes) of the aggregate number of shares purchased in the open market for an Investment Date.



Market Share Sales Price

The term “Market Share Sales Price,” when used with respect to shares of Common Stock sold under the Plan, shall mean the weighted average sales price per share (less brokerage fees and commissions, any related service charges and applicable taxes) of the aggregate number of shares sold in the open market for that Investment Date. For the avoidance of doubt and with respect to fractional shares of Common Stock, the Investment Date shall be the trading day on which such fraction of a share was included in a sale of whole shares of Common Stock under the Plan.

Maximum Amount

As defined in Section 2.5 hereof.

Participant

As defined in Section 2.1 hereof.

Person

The term “Person” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, estate or unincorporated organization.

Plan

As defined in the introduction to the Recitals.

Prior Plan

As defined in the introduction to the Recitals.

Reinvestment Eligible Securities

The term “Reinvestment Eligible Securities” shall mean (i) those Eligible Securities of which a Participant is the record or registered holder and on which the Participant has elected to have all or a portion of the Dividends or Interest paid reinvested in Common Stock and (ii) those Account Shares on which the Participant has elected to have all or a portion of the Dividends paid reinvested in Common Stock, which election under (i) or (ii) has been made by delivering a completed optional cash investment stub or a completed Enrollment Form, as the case may be, to the Administrator.

Statement of Account

The term “Statement of Account” shall mean a written statement prepared by the Administrator and sent to each Participant which reflects (i) all transactions to date completed under the Plan during the current calendar year, (ii) the number of Account Shares credited to such Participant’s Account at the date of such statement, (iii) the amount of cash, if any, credited to such Participant’s Account pending investment at the date of such statement and (iv) such additional information regarding such Participant’s Account as the Administrator may determine to be pertinent to the Participant.

A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

## ARTICLE II

### Participation

Section 2.1. Participation. Any Person, whether or not a record holder of Common Stock, may elect to participate in the Plan; provided, however, that if such Person is a Foreign Person, he must provide evidence satisfactory to the Administrator that his participation in the Plan would not violate local laws applicable to the Company, the Plan or such Foreign Person.

An election by a Person to participate in the Plan shall be made by properly completing and returning to the Administrator an Enrollment Form and (i) electing to have Dividends on Eligible Securities of which such Person is the record holder invested in Common Stock pursuant to Section 2.2 hereof, (ii) electing to have Interest on Eligible Securities of which such Person is the registered owner invested in Common Stock pursuant to Section 2.3 hereof, (iii) depositing certificates representing Common Stock of which such person is the record holder into the Plan pursuant to Section 4.1 hereof or (iv) making an initial cash investment pursuant to Section 2.4 hereof.

Any Person who has met such requirements, has had his completed Enrollment Form accepted by the Administrator and has made and not revoked such election is herein referred to as a "Participant." Notwithstanding the foregoing, each participant in the Prior Plan or the Plan on the Effective Date is automatically a Participant without submitting a new Enrollment Form; provided, however, that any such Participant who wishes to change his current participation in any way must submit written or facsimile instructions or a new Enrollment Form to the Administrator. A Participant (or a Person completing an Enrollment Form in order to become a Participant) may elect to participate in any or all forms of investment provided in Sections 2.2 through 2.5 hereof and to utilize the Plan's safekeeping services provided in Section 4.1 hereof by submitting an Enrollment Form designating such election to the Administrator; provided, however, that any such Participant elects to reinvest in Common Stock at least 10% of the Dividends on each of such Participant's Account Shares; and provided, further, that so long as a Participant meets the minimum dividend reinvestment requirement, such Participant may, in lieu of an Enrollment Form, submit to the Administrator (i) written or facsimile instructions in order to elect Dividend and/or Interest reinvestment pursuant to Sections 2.2 and/or 2.3 hereof, (ii) a completed optional cash investment stub attached to a quarterly Statement of Account in order to elect to make optional cash investments pursuant to Section 2.5 hereof and (iii) the stock certificates representing the Common Stock to be deposited into the Plan in order to elect to utilize the safekeeping services provided by the Plan.

Section 2.2. Dividend Reinvestment. A Participant may elect to have all or a portion of any Dividend on each of his Reinvestment Eligible Securities invested in shares (and/or a fraction of a share) of Common Stock to be credited to his Account in lieu of receiving such Dividend directly; provided, however, that each Participant must reinvest in Common Stock at least 10% of the Dividends on each of such Participant's Account Shares. Subject to Section 3.1, if a Participant elects to reinvest only a portion of the Dividends received on his Reinvestment Eligible Securities, the portion of Dividends not reinvested will be sent to the Participant by check in the manner otherwise associated with payment of such Dividends or, if such Reinvestment Eligible Securities are also Account Shares, by electronic direct deposit if the Participant has elected the direct deposit option provided in Section 7.7 hereof.

Section 2.3. Interest Reinvestment. A Participant may elect to have all or a portion of any Interest on his Reinvestment Eligible Securities invested in shares (and/or a fraction of a share) of Common Stock to be credited to his Account in lieu of receiving such Interest directly. If a Participant elects to reinvest only a portion of the Interest on his Reinvestment Eligible Securities, that portion of Interest not reinvested in Common Stock will be sent to the Participant by check in the manner otherwise associated with payment of Interest or by electronic direct deposit if the Participant has elected the direct deposit option provided in Section 7.7 hereof.

Section 2.4. Initial Cash Investment. A Person not already a Participant may become a Participant by (i) making an initial cash payment of at least \$250, or (ii) in the case of a Person who is already a record or registered holder of Eligible Securities, of at least \$50, by personal check or money order payable to CenterPoint Energy, Inc. Investor's Choice Plan, to be invested in Common Stock pursuant to Section 3.4 hereof; provided, however, that such initial cash payment may not exceed \$120,000 and payment for such initial cash investment must be accompanied by a completed Enrollment Form. Any Participant that makes an initial cash investment pursuant to this Section 2.4 and does not designate his reinvestment election with respect to shares of Common Stock purchased with such investment shall be deemed to have elected that all Dividends paid on each such share of Common Stock shall be reinvested in Common Stock pursuant to Article III hereof.

Section 2.5. Optional Cash Investments. A Participant may elect to make cash payments at any time or from time to time to the Plan, by personal check or money order payable to CenterPoint Energy, Inc. Investor's Choice Plan or by automatic deductions from a predesignated bank, savings or credit union account pursuant to Section 7.8 hereof, for investment in Common Stock pursuant to Section 3.4 hereof; provided, however, that any Participant who elects to make optional cash investments pursuant to this Section 2.5 must invest at least \$50 for any single investment and may not invest more than \$120,000 in aggregate amount in any calendar year (the "Maximum Amount"). For purposes of determining whether the Maximum Amount has been reached, initial cash investments shall be counted as optional cash investments. Any Participant that makes an optional cash investment pursuant to this Section 2.5 and does not designate his reinvestment election with respect to shares of Common Stock purchased with such investment shall be deemed to have elected that all Dividends paid on each such share of Common Stock shall be reinvested in Common Stock pursuant to Article III hereof.

Section 2.6. Receipt of Cash Investments. All cash investments are subject to collection by the Administrator for full face value in U.S. funds. The method of delivery of any cash investment is at the election and risk of the Participant and will be deemed received when actually received by the Administrator.

ARTICLE III

Dividend and Interest Reinvestment and Stock Purchase

Section 3.1. Dividend and Interest Reinvestment. Each Participant must elect to reinvest in Common Stock at least 10% of the Dividends on each of such Participant's Account Shares. Any Participant that makes an initial cash investment pursuant to Section 2.4 or an optional cash investment pursuant to Section 2.5 and does not designate his reinvestment election with respect to such shares of Common Stock shall be deemed to have elected that all Dividends paid on each such share of Common Stock shall be reinvested in Common Stock pursuant to this Article III. Any Participant that deposits shares of Common Stock into the Plan pursuant to Section 4.1 and does not designate his reinvestment election with respect to such shares of Common Stock on the Enrollment Form accompanying such stock certificate(s) shall be deemed to have elected that all Dividends paid on each such share of Common Stock shall be reinvested in Common Stock pursuant to this Article III. If a Participant that has elected partial reinvestment on an Enrollment Form or a returned stub from a Statement of Account does not specify the partial reinvestment percentage, then such Participant shall be treated as having elected to have 100% of the cash dividends paid on each Account Share reinvested in Common Stock until the Administrator receives written instructions from such Participant designating the partial reinvestment percentage. Dividends and Interest as to which reinvestment has been elected (or deemed elected) by a Participant shall be paid to the Administrator or its nominee on behalf of such Participant. Dividends and Interest shall be reinvested, at the Company's election, in either (i) newly issued shares of Common Stock or shares of Common Stock held in the Company's treasury purchased from the Company or (ii) shares of Common Stock purchased in the open market.

Section 3.2. Dividend and Interest Reinvestment in Newly Issued or Treasury Shares. Dividend and Interest reinvestment in newly issued shares of Common Stock or shares of Common Stock held in the Company's treasury shall be governed by this Section 3.2. On an Investment Date with respect to which the Company elects to issue new shares or sell shares of Common Stock held in the Company's treasury to the Plan in order to effect the reinvestment of Dividends and/or Interest, the Company shall issue to the Administrator upon the Company's receipt of the funds described in (a) below, for crediting by the Administrator to the Account of a Participant, a number of shares (and/or fraction of a share rounded to four decimal places) of Common Stock equal to (a) the amount of any Dividends and/or Interest paid to the Administrator on behalf of such Participant since the preceding Investment Date plus the amount of any Dividends paid to the Administrator on behalf of such Participant on such Investment Date divided by (b) the Company Share Purchase Price on the trading day immediately preceding such Investment Date. Such shares shall be issued or sold to, and registered in the name of, the Administrator or its nominee as custodian for such Participants. No interest shall be paid on Dividends or Interest held pending reinvestment pursuant to this Section 3.2.

Section 3.3. Dividend and Interest Reinvestment in Shares Purchased in the Open Market. Dividend and Interest reinvestment in shares of Common Stock purchased in the open market shall be governed by this Section 3.3. On an Investment Date with respect to which the Company elects to effect reinvestment of Dividends and/or Interest in shares of Common Stock purchased in the open market, the Administrator shall (if it is an Independent Agent), or

shall cause an Independent Agent to, apply the amount of any Dividends and/or Interest paid to the Administrator on behalf of the Participants since the preceding Investment Date plus the amount of any Dividends paid to the Administrator on behalf of the Participants on such Investment Date to the purchase of shares of Common Stock in the open market. Purchases in the open market pursuant to this Section 3.3 and Subsection 3.4.2 hereof may begin on the applicable Investment Date and shall be completed no later than five days from such date unless completion at a later date is necessary or advisable under applicable law, including without limitation any federal securities laws. Any Dividends, Interest, optional cash investments and initial cash investments to be reinvested in shares of Common Stock purchased in the open market pursuant to this Section 3.3 and Subsection 3.4.2 hereof not reinvested in shares of Common Stock within 30 days of receipt by the Administrator, or if the Company is not the Administrator, by the Company, shall be promptly returned to the Participant at his address of record by mail. Open market purchases pursuant to this Section 3.3 and Subsection 3.4.2 hereof may be made on any securities exchange on which the Common Stock is traded, in the over-the-counter market or by negotiated transactions, and may be upon such terms and subject to such conditions with respect to price and delivery to which the Independent Agent (including the Administrator if it is also an Independent Agent) may agree. With regard to open market purchases of shares of Common Stock pursuant to this Section 3.3 and Subsection 3.4.2 hereof, none of the Company, the Administrator (if it is not also serving as the Independent Agent) or any Participant shall have any authority or power to direct the time or price at which shares of Common Stock may be purchased, the markets on which such shares are to be purchased (including on any securities exchange, in the over-the-counter market or in negotiated transactions) or the selection of the broker or dealer (other than the Independent Agent) through or from whom purchases may be made. For the purpose of making, or causing to be made, purchases of shares of Common Stock pursuant to this Section 3.3 and Subsection 3.4.2 hereof, and sales of Account Shares pursuant to Section 5.1 hereof, the Independent Agent shall be entitled to commingle each Participant's funds with those of all other Participants and to offset purchases of shares of Common Stock against sales of shares of Common Stock to be made for Participants, resulting in a net purchase or a net sale of shares. The number of shares (and/or fraction of a share rounded to four decimal places) of Common Stock that shall be credited to a Participant's Account with respect to an Investment Date to which this Section 3.3 applies shall be equal to (a)(i) the amount of any Dividends and/or Interest paid to the Administrator on behalf of such Participant since the preceding Investment Date plus (ii) the amount of any Dividends paid to the Administrator on behalf of such Participant on such Investment Date less (iii) any Dividends and/or Interest to be returned to such Participant pursuant to this Section 3.3 divided by (b) the Market Share Purchase Price with respect to such Investment Date. Such shares shall be registered in the name of the Administrator or its nominee as custodian for the Participants. No interest shall be paid on Dividends or Interest held pending reinvestment pursuant to this Section 3.3.

Section 3.4. Investment of Optional Cash Payments and Initial Cash Payments. Any optional cash investments and initial cash investments received by the Administrator from a Participant at least two business days prior to an Investment Date shall be invested, beginning on such Investment Date, in either (i) newly issued shares or shares of Common Stock held in the Company's treasury in the manner provided in Subsection 3.4.1 hereof, or (ii) Common Stock purchased in the open market in the manner provided in Subsection 3.4.2 hereof. Optional cash investments and initial cash investments not received by the Administrator at least two business

days prior to an Investment Date need not be invested on such Investment Date; provided, however, that any such optional cash investments and initial cash investments not invested on such Investment Date shall be invested beginning on the next succeeding Investment Date. No interest shall be paid on optional cash investments and initial cash investments held pending investment pursuant to this Section 3.4.

Subsection 3.4.1 Newly Issued or Treasury Shares. On an Investment Date with respect to which the Company elects to issue new shares or sell shares of Common Stock held in the Company's treasury to the Plan in order to effect the investment of optional cash investments and initial cash investments, the Company shall issue to the Administrator upon the Company's receipt of the funds described in (a) below, for crediting by the Administrator to the Account of a Participant, a number of shares (and/or fraction of a share rounded to four decimal places) of Common Stock equal to (a) the amount of any optional cash investments and/or initial cash investment received by the Administrator from such Participant since the preceding Investment Date (excluding any amounts received from such Participant within two business day of such Investment Date but including any amounts received from such Participant within two business days prior to the preceding Investment Date that were not invested on the preceding Investment Date as set forth in Section 3.4 hereof) divided by (b) the Company Share Purchase Price on the trading day immediately preceding such Investment Date. Such shares shall be issued or sold to, and registered in the name of, the Administrator or its nominee as custodian for the Participants.

Subsection 3.4.2 Shares Purchased in the Open Market. On an Investment Date with respect to which the Company elects to effect the investment of optional cash investments and initial cash investments in shares of Common Stock purchased in the open market, the Administrator shall (if it is an Independent Agent), or shall cause an Independent Agent to, purchase for crediting by the Administrator to the Account of a Participant a number of shares (and/or fraction of a share rounded to four decimal places) of Common Stock in the open market equal to (a)(i) the amount of any optional cash investments and/or initial cash investment received by the Administrator from such Participant since the preceding Investment Date (excluding any amounts received from such Participant within two business days of such Investment Date but including any amounts received from such Participant within two business days prior to the preceding Investment Date as set forth in Section 3.4 hereof) less (ii) any optional cash investments and/or initial cash investments to be returned to such Participant pursuant to Section 3.3 hereof divided by (b) the Market Share Purchase Price with respect to such Investment Date. Such purchases shall be made in the manner set forth in Section 3.3 hereof. Such shares shall be registered in the name of the Administrator or its nominee as custodian for the Participants.

Subsection 3.4.3 Request to Stop Investment. Requests to stop future electronic automatic transfers of funds in accordance with Section 7.8 hereof must be received by the Administrator at least two weeks in advance of the monthly or quarterly purchase date, as the case may be, to be effective for such purchase date. All optional cash investments and initial cash investments received by the Administrator shall be irrevocable and considered final.

Section 3.5. Minimum Dividend Reinvestment. At a minimum, each Participant shall reinvest in Common Stock at least 10% of the Dividends on each of such

Participant's Account Shares. In no event shall any Participant elect (or be deemed to have elected) to reinvest in Common Stock less than 10% of the Dividends on each of such Participant's Account Shares.

#### ARTICLE IV

##### Safekeeping Services for Deposited Common Stock

Section 4.1. Deposited Common Stock. A Participant who has already delivered an Enrollment Form to the Administrator may elect to have certificate(s) representing shares of Common Stock of which the Participant is the record holder deposited into the Plan by delivering such certificate(s) to the Administrator, while a Person meeting the requirements set forth in Section 2.1 hereof who is not yet a Participant may elect to have his certificate(s) representing shares of Common Stock of which he is the record holder deposited into the Plan by completing an Enrollment Form and delivering such certificate(s) and Enrollment Form to the Administrator; provided, however, that any such Participant or Person, as the case may be, elects (or has previously elected) to reinvest in Common Stock at least 10% of the Dividends on each of such Participant's Account Shares (including the shares of Common Stock represented by such certificate(s)). Shares of Common Stock so deposited shall be transferred into the name of the Administrator or its nominee and credited to the depositing Participant's Account. Dividends paid on shares of Common Stock deposited into the Plan pursuant to this Section 4.1 shall be reinvested in Common Stock pursuant to Article III hereof in accordance with the depositing Participant's reinvestment election designated on a completed Enrollment Form. Any Participant that deposits shares of Common Stock into the Plan pursuant to this Section 4.1 and does not designate his reinvestment election with respect to such shares of Common Stock on the Enrollment Form accompanying such stock certificate(s) shall be deemed to have elected that all Dividends paid on each such share of Common Stock shall be reinvested in Common Stock pursuant to Article III.

Section 4.2. Withdrawal of Common Stock Deposited Pursuant to Section 4.1. Shares of Common Stock deposited pursuant to Section 4.1 hereof may be withdrawn from the Plan pursuant to Section 7.2 hereof.

#### ARTICLE V

##### Sale of Account Shares; Gift or Transfer of Account Shares

Section 5.1. Sale of Account Shares. At any time, a Participant may request, by written instructions (including via the Administrator's website), that the Administrator sell all or a portion of his whole Account Shares. The Administrator (if it is not also an Independent Agent) shall forward such sale instructions to the Independent Agent as soon as practicable, but within five business days, after receipt thereof (except in the case of instructions to sell all whole Account Shares of a Participant described below in the immediately following paragraph). The Independent Agent shall make such sales as soon as practicable (in accordance with stock transfer requirements and federal and state securities laws) after processing such sale instructions. Within five business days after the sale has been completed by the Independent Agent, the Administrator shall send an amount equal to (a) the Market Share Sales Price multiplied by (b) the number of his Account Shares sold less any applicable fees to such Participant by check mailed to his address of record or by direct deposit to the Participant's designated direct deposit account, if such Participant has elected the direct deposit option pursuant to Section 7.7 hereof.

If instructions for the sale of Account Shares are received by the Administrator on or after the record date relating to a Dividend Payment Date but before the Dividend Payment Date, the shares of Common Stock purchased from the reinvestment of such Dividends shall be credited to the Participant's Account, and (i) if the Participant's sale instructions cover less than all of his whole Account Shares, the sale shall be processed as described above in the immediately preceding paragraph or (ii) if the Participant's sale instructions cover all of his whole Account Shares, the sale instructions shall be processed as described above in the immediately preceding paragraph with respect to the Participant's current whole Account Shares and the sale instructions with respect to Account Shares purchased on such Dividend Payment Date shall be processed promptly following such Dividend Payment Date. In the case of the Account Shares purchased on the Dividend Payment Date in clause (ii), the Administrator shall forward such sale instructions to the Independent Agent promptly (within at least five business days) after such Dividend Payment Date.

With regard to open market sales of Account Shares pursuant to this Section 5.1, none of the Company, the Administrator (if it is not also serving as the Independent Agent) or any Participant shall have any authority or power to direct the time or price at which shares of Common Stock may be sold, the markets on which such shares are to be sold (including on any securities exchange, in the over-the-counter market or in negotiated transactions) or the selection of the broker or dealer (other than the Independent Agent) through or from whom sales may be made, except that the timing of such sales must be made in accordance with the terms and conditions of the Plan.

Section 5.2. Gift or Transfer of Account Shares. A Participant may elect to transfer (whether by gift, private sale or otherwise) ownership of all or a portion of his Account Shares to the Account of another Participant or establish an Account for a Person not already a Participant by delivering to the Administrator written instructions to that effect and a stock assignment (stock power) with the Participant's signature guaranteed by a member of the Medallion Signature Guarantee program (or a successor signature guarantee program acceptable to the Administrator), acceptable to the Administrator. No fraction of a share of Common Stock credited to the transferor's Account shall be transferred unless the transferor's entire Account is transferred.

Account Shares transferred in accordance with the preceding paragraph shall continue to be registered in the name of the Administrator as custodian and shall be credited to the transferee's Account. If the transferee is not already a Participant, an Account shall be opened in the name of the transferee and the Administrator shall send the transferee an Enrollment Form as soon as practicable after such transfer. Until the transferee elects otherwise or the transferor specifically requests that the new Account be enrolled in one or more of the Plan's options, the new Account will be treated as having elected (i) to have shares held in safekeeping under the Plan and (ii) to have all Dividends paid on such Account Shares reinvested in Common Stock pursuant to Article III hereof. If the transferee is already a Participant, the Account Shares so transferred shall be treated as other Account Shares of the transferee already in such Participant's Account. The transferor may request that the Administrator deliver a Statement of Account to the transferor for personal delivery to the transferee. The Administrator shall comply with any such request of a transferor relating to Statements of Account as soon as practicable following receipt of such request.

If transfer instructions with regard to Account Shares are received by the Administrator on or after the record date relating to a Dividend Payment Date but before the Dividend Payment Date, the shares of Common Stock purchased from the reinvestment of such Dividends shall be credited to the Participant's Account, and (i) if the Participant's transfer instructions cover less than all of his whole Account Shares, the transfer shall be processed as described above in the immediately preceding paragraph or (ii) if the Participant's transfer instructions cover all of his whole Account Shares, the transfer shall be processed as described above in the immediately preceding paragraph with respect to the Participant's current whole Account Shares and the transfer with respect to Account Shares purchased with the reinvestment of such Dividends on such Dividend Payment Date shall be processed promptly following such Dividend Payment Date. In the case of the Account Shares purchased with the reinvestment of Dividends on the Dividend Payment Date in clause (ii), the Administrator shall effect such transfer as soon as practicable after such Dividend Payment Date.



Subsection 5.2.1 Transfer of Account Shares to a Broker. Upon receipt of customary documentation from a Participant's broker to electronically transfer a specified number of whole Account Shares from such Participant's Account to such Participant's brokerage account at such broker, the Administrator shall transfer the requested number of whole Account Shares from such Participant's Account to such Participant's broker.

Section 5.3. Reinvestment of Dividends on Remaining Account Shares. If a Participant has elected to reinvest Dividends on less than all of such Participant's Account Shares and the Participant elects to (i) sell a portion of his Account Shares pursuant to Section 5.1 hereof, (ii) transfer a portion of his Account Shares pursuant to Section 5.2 hereof or (iii) withdraw a portion of his Account Shares pursuant to Section 7.2 hereof, the Account Shares which are subject to partial reinvestment shall be sold, transferred or withdrawn, as the case may be, before any Account Shares which are subject to full reinvestment are sold, transferred or withdrawn unless the Participant gives specific instructions to the contrary in connection with such sale, transfer or withdrawal of Account Shares.

## ARTICLE VI

### Eligible Securities

Section 6.1. Eligible Securities. As of the Effective Date, shares of Common Stock are the only debt and equity securities of the Company and its subsidiaries that shall be Eligible Securities.

Section 6.2. Additional Eligible Securities. The Company may from time to time or at any time designate other debt or equity securities of the Company and its subsidiaries as Eligible Securities by notifying the Administrator in writing of the designation of such securities as Eligible Securities.

## ARTICLE VII

### Treatment of Accounts

Section 7.1. Changing Plan Options. A Participant may elect to change his Plan options, including (i) changing the reinvestment levels of Dividends and Interest on Reinvestment Eligible Securities subject to the minimum reinvestment requirement set forth in Sections 3.1 and 3.6 hereof, and (ii) changing the designation of Reinvestment Eligible Securities, by delivering to the Administrator written or facsimile instructions or a new Enrollment Form to that effect. To be effective with respect to any Dividend or Interest payment, the instructions or Enrollment Form with respect to such Reinvestment Eligible Securities must be received by the Administrator at least five business days before the record date relating to such Dividend and/or Interest. If the instructions or Enrollment Form are not received by the Administrator at least five business days before the record date relating to such Dividend and/or Interest, such instructions shall not become effective until after the payment of such Dividend and/or Interest. The shares of Common Stock purchased from the reinvestment of such Dividend and/or Interest shall be credited to the Participant's Account. After the Administrator's receipt of effective option changing instructions, Dividends and Interest on

Reinvestment Eligible Securities as to which the reinvestment election has been revoked will be paid in cash or with regard to Dividends on Common Stock, by direct deposit to the Participant's designated direct deposit account, if such Participant has elected the direct deposit option pursuant to Section 7.7 hereof.

Section 7.2. Right of Withdrawal. A Participant may, at any time or from time to time, withdraw from the Plan all or any part (other than fractions) of his Account Shares by delivering to the Administrator (i) appropriate withdrawal instructions to that effect, if such Participant will be the record holder of such Account Shares after withdrawal or (ii) written instructions specifying the recipient's name, address, Social Security number and telephone number (or such items as required by the Administrator) and a stock assignment (stock power) to that effect with the Participant's signature guaranteed by a member of the Medallion Signature Guarantee program (or a successor signature guarantee program acceptable to the Administrator), if the Participant will not be the record holder of such Account Shares after withdrawal. Subject to limitations described in the immediately following paragraph, within two business days of the Administrator's receipt of (i) appropriate withdrawal instructions or (ii) appropriate written transfer instructions and a stock assignment (stock power) with the Participant's signature guaranteed by a member of the Medallion Signature Guarantee program (or a successor signature guarantee program acceptable to the Administrator), as the case may be, which indicates the Participant's desire to withdraw certain of his whole Account Shares, the Administrator shall send to the Participant at his address of record, or to the address of any Person that the Participant designated, a book statement representing such designated Account Shares.

If withdrawal instructions with regard to Account Shares are received by the Administrator on or after the record date relating to a Dividend Payment Date but before the Dividend Payment Date, the shares of Common Stock purchased from the reinvestment of such Dividends shall be credited to the Participant's Account, and (i) if the Participant's withdrawal instructions cover less than all of his Account Shares, the withdrawal shall be processed as described above in the immediately preceding paragraph or (ii) if the Participant's withdrawal instructions cover all of his whole Account Shares, the withdrawal instructions shall be processed as described above in the immediately preceding paragraph with respect to the Participant's current whole Account Shares and the withdrawal instructions with respect to Account Shares purchased with the reinvestment of such Dividends on such Dividend Payment Date shall be processed promptly following such Dividend Payment Date. In the case of the Account Shares purchased with the reinvestment of Dividends on the Dividend Payment Date in clause (ii), the Administrator shall effect such withdrawal as soon as practicable after such Dividend Payment Date and shall send to the Participant at his address of record, or to the address of any Person that the Participant designated, a book statement representing such withdrawn Account Shares.

Withdrawal of Account Shares shall not affect reinvestment of Dividends on the Account Shares withdrawn unless (i) the Participant is no longer the record holder of such Account Shares, (ii) such reinvestment is changed by the Participant by delivering to the Administrator written or facsimile instructions or an Enrollment Form to that effect pursuant to Section 7.1 hereof or (iii) the Participant has terminated his participation in the Plan.

Section 7.3. Right of Termination of Participation. If a Participant's written instructions to the Administrator indicate the Participant's desire to terminate his participation in the Plan, the Administrator shall treat such request as a withdrawal of all of such Participant's whole Account Shares pursuant to Section 7.2 hereof. As soon as practicable after receipt of termination instructions, the Administrator shall (i) record (or cause the transfer agent of the Common Stock to record) a book-entry position on the Company's stock transfer records representing all whole Account Shares, if any, pursuant to Section 7.2 hereof, and (ii) mail to the Participant at his address of record a check for, or direct deposit to the Participant's designated

direct deposit account, if such Participant has elected the direct deposit option pursuant to Section 7.7 hereof, an amount equal to the sum of (x) the amount of cash credited to such Participant's Account pending investment in Common Stock and (y) the cash value of any fraction of a share of Common Stock credited to his Account. Such fraction of a share shall be valued at the Market Share Sales Price.

Section 7.4. Stock Splits, Stock Dividends and Rights Offerings. Any shares or other securities representing stock splits or other noncash distributions on Account Shares shall be credited to such Participant's Account. Stock splits, combinations, recapitalizations and similar events affecting the Common Stock shall, as to shares credited to Accounts of Participants, be credited to such Accounts on a pro rata basis. In the event of a rights offering, a Participant shall receive rights based upon the total number of whole shares of Common Stock credited to his Account.

Section 7.5. Shareholder Materials; Voting Rights. The Administrator shall send or forward to each Participant all applicable proxy solicitation materials, other shareholder materials or consent solicitation materials. Participants shall have the exclusive right to exercise all voting rights respecting Account Shares credited to their respective Accounts. A Participant may vote any of his whole Account Shares in person or by proxy. A Participant's proxy card shall include his whole Account Shares and shares of Common Stock of which he is the record holder. Account Shares shall not be voted unless a Participant or his proxy votes them. Fractions of shares of Common Stock shall not be voted.

Solicitation of the exercise of Participants' voting rights by the management of the Company and others under a proxy or consent provision applicable to all holders of Common Stock shall be permitted. Solicitation of the exercise of Participants' tender or exchange offer rights by management of the Company and others shall also be permitted. The Administrator shall notify the Participants of each occasion for the exercise of their voting rights or rights with respect to a tender offer or exchange offer within a reasonable time before such rights are to be exercised. Such notification shall include all information distributed to the shareholders of the Company by the Company regarding the exercise of such rights.

Section 7.6. Statements of Account. As soon as practicable after each calendar quarter, the Administrator shall send to each Participant a quarterly Statement of Account. Additionally, the Administrator shall send a confirmation to each Participant promptly after each cash investment, deposit of Common Stock into the Plan pursuant to Section 4.1 hereof or sale, transfer or withdrawal of Account Shares by such Participant. The Administrator need not confirm Dividend and Interest reinvestments individually but shall confirm any such reinvestments on quarterly Statements of Account.

Section 7.7. Direct Deposit Option. A Participant may elect to have any Dividends on Account Shares not being reinvested in Common Stock pursuant to the Plan paid by electronic direct deposit to the Participant's predesignated bank, savings or credit union account. To receive such direct deposit of funds, a Participant must complete and return a Direct Deposit Authorization Form to the Administrator, along with a voided check or deposit slip for the designated account. Direct deposit authorizations must be received by the Administrator at least 30 days before an applicable Dividend Payment Date to be effective for that Dividend

Payment Date. Participants can cancel direct deposit of Dividends by notifying the Administrator in writing or by facsimile. In order to be effective for an applicable Dividend Payment Date, the Administrator must receive the cancellation notice at least 30 days before that Dividend Payment Date. To change a designated bank, savings or credit union account for direct deposit of Dividends, the Administrator must receive written notice, accompanied by a voided check or deposit slip for the new bank account, at least 30 days before an applicable Dividend Payment Date.

Section 7.8. Automatic Investing Option. A Participant may elect to make automatic monthly or quarterly investments of a specified amount (not less than \$50 per purchase nor more than \$120,000 per calendar year) by electronic automatic transfer of funds from a predesignated bank, savings or credit union account. A Participant must complete an Enrollment Form and return it to the Administrator, along with a voided check or deposit slip for the designated account, at least 30 days before initiating automatic investing. If the monthly investment option is chosen, automatic investing shall be made on the first Investment Date that is on or after the 10th day of such month. If the quarterly investment option is chosen, investments shall be made on the first Investment Date that is on or after the 10th day of each March, June, September and December. Automatic investing deductions shall be made two business days before the Investment Date. A Participant shall be charged a returned check fee by his bank if the designated bank, savings or credit union account does not have sufficient funds to cover the authorized deduction.

A Participant may change the amount of his automatic investment by notifying the Administrator in writing or by facsimile of the new amount, and the change shall be effective approximately two weeks after the notice is received. A Participant may cancel automatic investing by instructing the Administrator in writing or by facsimile to cancel the automatic investing, and the cancellation shall be effective approximately two weeks after the notice is received. To change a designated bank, savings or credit union account, a Participant must notify the Administrator in writing, by telephone or by facsimile at least 30 days before the change is to take effect and supply a voided check or deposit slip for the new account.

Section 7.9. No Pledging or Assigning Account Shares. Account Shares held in a Participant's Account cannot be pledged or assigned. A Participant who wishes to pledge or assign any of such Participant's Account Shares must request that they be withdrawn from the Plan and electronically issued to the Participant along with a book statement representing such withdrawn Account Shares.

ARTICLE VIII

Certificates and Fractions of Shares

Section 8.1. Certificates. Shares of Common Stock purchased for a Participant will be held in an automated, electronic record keeping system by the Administrator in its name or the name of its nominee. Certificates will not be issued for shares (or fractions of shares) of Common Stock, including shares of Common Stock deposited into the Plan pursuant to Section 4.1. The number of shares, including fractional shares, held for each Participant will be shown on each Statement of Account. A Participant may request that whole Account Shares be electronically transferred to such Participant's brokerage account by authorizing his broker to do so, which request must be made through such Participant's broker and contain customary documentation acceptable to the Administrator.

Section 8.2. Fractional Shares. Fractions of shares of Common Stock shall be credited to Accounts as provided in Article III hereof; provided, however, that no certificate for a fraction of a share shall be distributed to any Participant at any time; and provided, further, that the Company shall issue and sell only whole shares of Common Stock to the Administrator in respect of Dividends and Interest reinvested in, and purchases made by the Administrator hereunder of, newly issued shares or shares of Common Stock held in the Company's treasury.

The allocation of all fractional shares under the Plan shall be aggregated with all Participant requests during any given Investment Date, or if no such requests are received on such Investment Date, the next Investment Date on which a Participant request is received, with the aggregate fractional shares being purchased or sold, as the case may be, in whole shares of Common Stock in one cumulative transaction.

In the event that, upon a Participant's termination of participation in the Plan, the Account of such Participant is credited with a fraction of a share of Common Stock, such fraction of a share may be purchased by the Administrator at the Company Share Purchase Price determined as of the trading date specified in Section 7.3, 9.1 or 9.4 hereof, as the case may be, or sold in the open market by the Administrator and the proceeds thereof (valued at the Market Share Sales Price) shall be remitted to such Participant as set forth in Section 7.3, 9.1 or 9.4 hereof, respectively.

On each Investment Date, the Administrator shall first apply the aggregate amount of optional cash investments, initial cash investments, Dividends and Interest to the purchase of all currently existing fractional shares of Common Stock. If the remaining aggregate amount of optional cash investments, initial cash investments, Dividends and Interest is not sufficient to purchase a whole number of shares of Common Stock, the Administrator, as agent for the Company, will purchase an additional share of Common Stock. The fraction of a share that has been purchased shall be credited to an account established and maintained by the Administrator, and the remaining fraction of a share shall be allocated among the Participants' Accounts as necessary.

## ARTICLE IX

### Concerning the Plan

Section 9.1. Suspension, Modification and Termination. The Company may at any time and from time to time, at its sole option, suspend, modify, amend or terminate the Plan, in whole, in part or in respect of Participants in one or more jurisdictions; provided, however, no such amendment shall decrease the Account of any Participant or result in a distribution to the Company of any amount credited to the Account of any Participant. Upon complete termination of the Plan, the Accounts of all Participants (or in the case of partial termination of the Plan, the Accounts of all affected Participants) shall be treated as if each such Participant had elected to terminate his participation in the Plan pursuant to Section 7.3 hereof, except that any fraction of a share of Common Stock shall be valued at the Market Share Sales Price. The Administrator shall promptly send each affected Participant notice of such suspension, modification or termination.

Section 9.2. Rules and Regulations. The Company may from time to time adopt such administrative rules and regulations concerning the Plan as it deems necessary or desirable for the administration of the Plan. The Company shall have the power and authority to interpret the terms and the provisions of the Plan and shall interpret and construe the Plan and reconcile any inconsistency or supply any omitted detail in a manner consistent with the general terms of the Plan and applicable law.

Section 9.3. Costs. All costs of administration of the Plan shall be paid by the Company; provided, however, that any brokerage fees and commissions, service charges or applicable taxes incurred in connection with open market purchases and sales of shares of Common Stock made under the Plan shall be borne by the Participants. As of the date hereof, the following service charges are in effect:

- Copy of paid check (\$5.00)
- Non-sufficient funds check return (\$35.00)
- Copy of cancelled certificate (\$7.50)
- Copy of filed tax form (\$2.00)
- Duplicate Account Statement (\$2.00)
- Research (\$75.00 per item/hour)
- Funds wire transfer (\$30.00)
- Rush stock transfer (\$50.00)
- Processing fee for lost certificate (\$50.00)
- Surety bond premium on lost certificate (2%).

The Administrator shall not change the cost of any service charges or add any additional service charges without the prior written consent of an executive officer of the Company.

Section 9.4. Termination of a Participant. If a Participant does not have at least one whole Account Share or own or hold any other Reinvestment Eligible Securities, the Participant's participation in the Plan shall be terminated by the Company. Additionally, the Company, in its sole discretion, may terminate any Participant's participation in the Plan after written notice mailed in advance to such Participant at his address of record. Upon any such termination, the Account of such Participant shall be treated as if he had elected to terminate his participation in the Plan pursuant to Section 7.3 hereof, except that any fraction of a share of Common Stock shall be valued at the Market Share Sales Price.

Section 9.5. Interpretation of Plan. With respect to any matter relating to the Plan, including, without limitation, the timing and pricing of purchases and sales of Common Stock for Participants, the written provisions of the Plan as set forth herein shall be controlling. None of the Company, the Administrator or any Independent Agent shall be liable for a Participant's reliance on any oral statement that is inconsistent with the written provisions of the Plan as set forth herein.

## ARTICLE X

### Administration of the Plan

Section 10.1. Selection of an Administrator. The Administrator shall be appointed by the Company. The Administrator's appointment to serve as such may be revoked by the Company at any time. The Administrator may resign at any time upon reasonable notice to the Company. In the event that no Administrator is appointed, the Company shall be deemed to be the Administrator for purposes of the Plan. The Company shall be the initial Administrator.

Section 10.2. Compensation. The officers of the Company shall make such arrangements regarding compensation, reimbursement of expenses and indemnification of the Administrator and any Independent Agent as they from time to time deem reasonable and appropriate.

Section 10.3. Authority and Duties of Administrator. The Administrator shall have the authority to undertake any act necessary to fulfill its duties as set forth in the various provisions of the Plan. Upon receipt, the Administrator shall deposit all Dividends, Interest, optional cash investments and initial cash investments in the Administrator Account. The Administrator shall maintain appropriate records of the Accounts of Participants.

Section 10.4. Liability of the Company, the Administrator and Any Independent Agent. The Company, the Administrator and any Independent Agent shall not be liable for any act done in good faith, or for the good faith omission to act in administering or performing their duties with respect to the Plan, including, without limitation, any claim of liability arising out of failure to terminate a Participant's Account upon such Participant's death prior to receipt of notice in writing of such death, or with respect to the prices at which shares are purchased or sold for a Participant's Account and the times when such purchases and sales are made, or with respect to any loss or fluctuation in the market value after the purchase or sale of such shares.

Section 10.5. Records and Reports. The Administrator shall keep appropriate records concerning the Plan, Accounts of Participants, purchases and sales of Common Stock made under the Plan and Participants' addresses of record and shall send Statements of Account and confirmations to each Participant in accordance with the provisions of Section 7.6 hereof.

Section 10.6. Selection of Independent Agent. Any Independent Agent serving in such capacity pursuant to the Plan shall be selected by the Company, and the Administrator and the Company, or either of them, shall, subject to the provisions of Section 3.3 hereof, make such arrangements and enter into such agreements with the Independent Agent in connection with the activities contemplated by the Plan as the Administrator and the Company, or either of them, deem reasonable and appropriate.

Section 10.7. Source of Shares of Common Stock. The Company shall not change the source of shares of Common Stock purchased by Participants in the Plan (*i.e.*, either (i) newly issued shares of Common Stock or shares of Common Stock held in the Company's treasury purchased from the Company or (ii) shares of Common Stock purchased in the open market) more than once in any three-month period.

Section 10.8. Administrator Account. The Administrator has established and shall maintain a non-interest bearing account with any commercial bank organized under the laws of the United States or any state, which commercial bank must have assets in excess of \$500,000,000, and such account shall consist of all Dividends, Interest, optional cash investments and initial cash investments (together with all Dividends, Interest, optional cash investments and initial cash investments deposited therein from time to time, the "Administrator Account").

ARTICLE XI

[Reserved]

ARTICLE XII

Miscellaneous Provisions

Section 12.1. Controlling Law. This Plan shall be construed, regulated and administered under the laws of the State of Texas.

Section 12.2. Acceptance of Terms and Conditions of Plan by Participants. Each Participant, by completing an Enrollment Form and as a condition of participation herein, for himself, his heirs, executors, administrators, legal representatives and assigns, approves and agrees to be bound by the provisions of this Plan and any subsequent amendments hereto, and all actions of the Company and the Administrator hereunder.



IN WITNESS WHEREOF, CENTERPOINT ENERGY, INC. has amended and restated the Prior Plan in the form of this CenterPoint Energy, Inc. Fourth Amended and Restated Investor's Choice Plan and has executed this Plan evidenced by the signature affixed hereto of its Executive Vice President and Chief Financial Officer, William D. Rogers, effective as of the close of business on January 28, 2016.

CENTERPOINT ENERGY, INC.

By: /s/ William D. Rogers

\_\_\_\_\_  
Name: William D. Rogers  
Title: Executive Vice President  
and Chief Financial Officer

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NEW YORK  
PALO ALTO  
RIYADH  
SAN FRANCISCO  
WASHINGTON

January 29, 2016

CenterPoint Energy, Inc.  
1111 Louisiana Street  
Houston, Texas 77002

Ladies and Gentlemen:

As set forth in the Registration Statement on Form S-3 (the "Registration Statement") to be filed by CenterPoint Energy, Inc., a Texas corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the sale from time to time pursuant to Rule 415 under the Act of up to 3,000,000 shares (the "Shares") of common stock, par value \$0.01 per share, of the Company ("Common Stock") under the Company's Fourth Amended and Restated Investor's Choice Plan (the "Plan"), certain legal matters in connection with the Shares are being passed upon for you by us. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to the Registration Statement.

In our capacity as your counsel in the connection referred to above, we have examined the Company's Restated Articles of Incorporation and Amended and Restated Bylaws, each as amended to date, and the Plan, as amended to date, and have examined the originals, or copies certified or otherwise identified, of corporate records of the Company, including minute books of the Company as furnished to us by the Company, certificates of public officials and of representatives of the Company, statutes and other instruments or documents, as a basis for the opinions hereinafter expressed. In giving such opinions, we have relied upon certificates of officers of the Company with respect to the accuracy of the material factual matters contained in such certificates. In making our examination, we have assumed that all signatures on all documents examined by us are genuine, that all documents submitted to us as originals are accurate and complete, that all documents submitted to us as certified or photostatic copies are true and correct copies of the originals thereof, and that all other information submitted to us is accurate and complete.

On the basis of the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that:

1. The Company is a corporation duly incorporated and validly existing in good standing under the laws of the State of Texas.
2. With respect to Shares that are to be issued by the Company pursuant to the Plan as newly issued shares or to be sold by the Company pursuant to the Plan as treasury shares, such Shares have been duly authorized by all requisite corporate action on the part of the Company, and when so issued or sold from time to time in accordance with the terms and conditions of the Plan, including the receipt of any consideration provided for therein, assuming such consideration is not less than the par value of the Common Stock, such Shares will be validly issued, fully paid and nonassessable.

3. With respect to Shares that include shares of Common Stock which are issued and outstanding on the date hereof and are to be purchased in the open market on behalf of the Plan, such Shares have been duly authorized by all requisite corporate action on the part of the Company and will be validly issued, fully paid and nonassessable.

For the purposes of determining that previously issued shares of Common Stock will be duly authorized, validly issued, fully paid and nonassessable as contemplated by paragraph 3 above, (i) we have relied upon certificates of officers of the Company as to records of original issuances of Common Stock and as to the number of issued shares of Common Stock, (ii) as to the consideration received for such shares of Common Stock, we have relied on certificates of officers of the Company as to the Company's actual receipt of the consideration provided for in the resolutions authorizing the issuance of such shares of Common Stock, and (iii) we have assumed that such previously issued shares of Common Stock that were issued pursuant to stock benefit plans or programs of the Company or upon conversion, exchange or exercise of any other security of the Company, or in certain circumstances a subsidiary of the Company, have been delivered either in accordance with the applicable stock benefit plan or program approved by the Board of Directors of the Company or upon conversion, exchange or exercise of any other security of the Company, or in certain circumstances a subsidiary of the Company, in accordance with the terms of such security or the instrument governing such security, providing for such conversion, exchange or exercise as approved by the Board of Directors of the Company.

The opinions set forth above are limited in all respects to matters of the laws of the State of Texas and applicable federal law. We hereby consent to the filing of this opinion of counsel as Exhibit 5.1 to the Registration Statement. We also consent to the references to our Firm under the heading "Legal Matters" in the prospectus forming a part of the Registration Statement. 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.

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated February 26, 2015, relating to the consolidated financial statements and financial statement schedules of CenterPoint Energy, Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of CenterPoint Energy, Inc. for the year ended December 31, 2014, and to the reference to us under the heading "Experts" in this Registration Statement.

/s/ Deloitte & Touche LLP

Houston, Texas  
January 29, 2016