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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): December 22, 2008

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-31447
(Commission File Number)

74-0694415
(IRS Employer
Identification No.)

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

77002
(Zip Code)

Registrant's telephone number, including area code: **(713) 207-1111**

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-3187
(Commission File Number)

22-3865106
(IRS Employer
Identification No.)

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

77002
(Zip Code)

Registrant's telephone number, including area code: **(713) 207-1111**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 22, 2008, CenterPoint Energy, Inc. (the “Company”) took various actions under certain benefit plans that are designed to ensure their compliance with Section 409A of the Internal Revenue Code (the “Code”). These actions were not intended to increase in any material respect any benefits due to employees covered under those plans. The specific actions taken are listed below.

Benefit Restoration Plan

The Company adopted the CenterPoint Energy Benefit Restoration Plan, effective as of January 1, 2008 (the “BRP”), to replace the predecessor plan in effect as of December 31, 2007 (the “Prior BRP”). The Company also amended the Prior BRP and renamed it the CenterPoint Energy, Inc. 1991 Benefit Restoration Plan. The Prior BRP was frozen to new participation and benefit accruals as of December 31, 2007. Effective January 1, 2008, obligations with respect to benefits that were earned or vested under the Prior BRP after December 31, 2004, along with all associated earnings, were transferred to, and will be maintained under and paid from, the BRP. Accordingly, effective after December 31, 2007, only benefits that are exempt from Section 409A will be maintained under and paid from the Prior BRP, in accordance with the terms of the Prior BRP as in effect prior to 2005.

The BRP generally provides participants with benefits that may not be provided under the tax-qualified CenterPoint Energy Retirement Plan because of the Code annual limits on benefits and compensation. Generally, benefits accrued under the BRP are paid in a lump sum cash payment following the employees’ separation from service; provided, however, that the benefit accruals for employees who were participating in the CenterPoint Energy Retirement Plan prior to 1999 will be paid in a lump sum or annuity depending upon the employees’ age and years of service as of the employees’ separation from service date. The BRP was adopted to comply with the requirements of Code Section 409A. Other than as necessary to comply with Section 409A, the benefits and terms of the BRP are substantially the same as the benefits and terms of the Prior BRP. The BRP is an “unfunded” plan for state and federal tax purposes.

Savings Restoration Plan

The Company adopted the CenterPoint Energy Savings Restoration Plan, effective as of January 1, 2008 (the “SRP”), to replace the predecessor plan in effect as of December 31, 2007 (the “Prior SRP”). The Company also amended and restated the Prior SRP and renamed it the CenterPoint Energy, Inc. 1991 Savings Restoration Plan. The Prior SRP was frozen to new participation and benefit accruals as of December 31, 2007. Effective January 1, 2008, obligations with respect to benefits that were earned or vested under the Prior SRP after December 31, 2004, along with all associated earnings, were transferred to, and will be maintained under and paid from, the SRP. Accordingly, effective after December 31, 2007, only benefits that are exempt from Section 409A will be maintained under and paid from the Prior SRP, in accordance with the terms of the Prior SRP as in effect prior to 2005.

Under the SRP, a select group of management or highly-compensated employees of the Company receive a benefit based on the employer matching contributions that would otherwise be credited to such employees’ accounts under the CenterPoint Energy Savings Plan, but for application of the annual tax-qualified plan compensation limit under the Code. Benefits accrued under the SRP are paid in a lump sum cash payment following the employees’ separation from service. The SRP was adopted to comply with the requirements of Code Section 409A. Other than as necessary to comply with Section 409A, the benefits and terms of the SRP are substantially the same as the benefits and terms of the Prior SRP. The SRP is an “unfunded” plan for state and federal tax purposes.

The foregoing descriptions of the BRP, the SRP and the amendments to the Prior BRP and the Prior SRP do not purport to be complete and are qualified in their entirety by reference to such plans and amendments, which are attached hereto as Exhibits 10.1, 10.2, 10.3 and 10.4, respectively, and are incorporated by reference herein.

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Item 7.01 Regulation FD Disclosure.

On December 18, 2008, the Company issued a press release announcing that CenterPoint Energy Houston Electric, LLC (“CEHE”), a wholly owned subsidiary of the Company, received approval from the Public Utility Commission of Texas (“Texas Utility Commission”), to deploy an advanced metering system (“AMS”) across its service territory over the next five years.

The Press Release is being furnished, not filed, pursuant to Regulation FD. Accordingly, the Press Release will not be incorporated by reference into any registration statement filed by the Company or CEHE under the Securities Act of 1933, as amended, unless specifically identified therein as being incorporated therein by reference. The furnishing of the Press Release is not intended to, and does not, constitute a determination or admission by the Company or CEHE that the information in the press release is material or complete, or that investors should consider this information before making an investment decision with respect to any security of the Company, CEHE or any of their affiliates.

Item 8.01 Other Events.

On December 18, 2008, CEHE received approval from the Texas Utility Commission to deploy an AMS across its service territory over the next five years. The Company plans to begin installing meters in March 2009.

The Company will recover the cost for the interactive meters through a monthly surcharge to all retail electric providers over 12 years. The surcharge for each residential consumer for the first 24 months, beginning in February 2009, will be \$3.24 per month; thereafter, the surcharge is scheduled to be reduced to \$3.05 per month. These amounts are subject to upward or downward adjustment in future proceedings to reflect actual costs incurred and to address required changes in scope. The Company projects capital expenditures of approximately \$640 million for the installation of the interactive meters and corresponding communication and data management systems over the five-year deployment period.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This report includes forward-looking statements. Actual events and results may differ materially from those projected. The statements in this report regarding the anticipated timing of installation of meters, projected capital expenditures and other statements that are not historical facts are forward-looking statements. Factors that could affect actual results include the timing and outcome of the Texas Utility Commission approval process, the timing and impact of future regulatory and legislative decisions, general market conditions and other factors discussed in the Company’s and CEHE’s Form 10-Ks for the period ended December 31, 2007, Form 10-Qs for the periods ended March 31, 2008, June 30, 2008 and September 30, 2008 and other filings with the Securities and Exchange Commission.

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Item 9.01 Financial Statements and Exhibits.

The exhibit listed below is furnished pursuant to Item 7.01 of this Form 8-K.

- (d) Exhibits.
 - 10.1 CenterPoint Energy Benefit Restoration Plan dated December 22, 2008 (effective as of January 1, 2008)
 - 10.2 Third Amendment dated December 22, 2008 (effective as of January 1, 2008) to the Amended and Restated CenterPoint Energy, Inc. Benefit Restoration Plan (effective as of July 1, 1991)
 - 10.3 CenterPoint Energy Savings Restoration Plan dated December 22, 2008 (effective as of January 1, 2008)
 - 10.4 Amended and Restated CenterPoint Energy, Inc. 1991 Savings Restoration Plan dated December 22, 2008 (effective as of January 1, 2008)
 - 99.1 Press Release issued December 18, 2008 regarding CenterPoint Energy Houston Electric, LLC's approval from the Public Utility Commission of Texas to deploy an advanced metering system
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EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
10.1	CenterPoint Energy Benefit Restoration Plan dated December 22, 2008 (effective as of January 1, 2008)
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10.4	Amended and Restated CenterPoint Energy, Inc. 1991 Savings Restoration Plan dated December 22, 2008 (effective as of January 1, 2008)
99.1	Press Release issued December 18, 2008 regarding CenterPoint Energy Houston Electric, LLC's approval from the Public Utility Commission of Texas to deploy an advanced metering system

CENTERPOINT ENERGY
BENEFIT RESTORATION PLAN
(Effective as of January 1, 2008)

CENTERPOINT ENERGY
BENEFIT RESTORATION PLAN
(Effective as of January 1, 2008)

RECITALS:

WHEREAS, CenterPoint Energy, Inc. (the “Company”) maintains the CenterPoint Energy, Inc. Benefit Restoration Plan, effective as of July 1, 1991, and as thereafter amended (the “1991 Plan”), for the benefit of its eligible employees; and

WHEREAS, in response to the enactment of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), effective as of January 1, 2005, the Company in operation separated all 1991 Plan benefits earned and vested as of December 31, 2004 (“Grandfathered Benefits”) from all 1991 Plan benefits earned or vested after December 31, 2004 (“409A Benefits”); and

WHEREAS, the Company desires to bifurcate the 1991 Plan such that (1) the Grandfathered Benefits, along with all earnings attributable thereto, shall be maintained under and paid from a separate, frozen plan that is intended to be a “grandfathered” plan exempt from Code Section 409A, which is the 1991 Plan, renamed the CenterPoint Energy, Inc. 1991 Benefit Restoration Plan, and (2) the 409A Benefits, along with all earnings attributable thereto, shall be maintained under and paid from a newly established and separate plan that is intended to comply with the requirements of Code Section 409A, effective as of January 1, 2008;

NOW, THEREFORE, the Company hereby establishes this new plan to maintain and provide the 409A Benefits in the form of the CenterPoint Energy Benefit Restoration Plan, as herein set forth, effective as of January 1, 2008, as follows:

1. Purpose of the Plan. The principal purpose of the CenterPoint Energy Benefit Restoration Plan (the “Plan”) is to provide employees of CenterPoint Energy, Inc. whose retirement benefits under the CenterPoint Energy, Inc. Retirement Plan are reduced, curtailed or otherwise limited as a result of the limitations imposed by Section 401(a)(17) and Section 415. The terms of the Plan are applicable only to employees of the Company or its Adopting Subsidiaries if the Section 401(a)(17) or Section 415 limitations affects such individuals’ retirement benefits accrued under the Retirement Plan for post-2004 Plan Years or pre-2005 benefits that were not vested as of December 31, 2004, and thus subject to Code Section 409A. In addition, the Plan provides certain employees of the Company with Supplemental Retirement Benefits.

2. Definitions. Except as otherwise provided below or as otherwise indicated in the Plan, the capitalized terms used in the Plan shall have the meaning ascribed to them under the Retirement Plan. For purposes of this Plan, the following definitions shall be applicable:

(a) “1991 Plan” shall mean the CenterPoint Energy, Inc. 1991 Benefit Restoration Plan, effective as of July 1, 1991, and thereafter amended, as in effect on January 1, 2005, which plan is intended to be a “grandfathered plan” for purposes of Code Section 409A. Only benefits earned and vested as of December 31, 2004 (and the earnings thereon) shall be provided under the 1991 Plan.

(b) “Adopting Subsidiary” shall mean a Subsidiary that has adopted the Plan with the approval of the Board of Directors in order to provide benefits under the Plan for its eligible Employees.

(c) “Annuity” shall mean any form of benefit under the Retirement Plan that meets the requirements of life annuities under Treasury Regulation Section 1.409A-2(b)(2)(ii) (or successor regulation).

(d) “Board of Directors” shall mean the Board of Directors of the Company.

(e) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(f) “Committee” shall mean the Benefits Committee of the Company or such other committee designated by the Board of Directors.

(g) “Company” shall mean CenterPoint Energy, Inc., and any successor thereto.

(h) “Deferred Compensation Plan” shall mean, collectively, the CenterPoint Energy 2005 Deferred Compensation Plan, the CenterPoint Energy, Inc. 1989 Deferred Compensation Plan and the CenterPoint Energy, Inc. 1985 Deferred Compensation Plan, or any successor plan thereto.

(i) “Early Retirement Subsidy” shall mean a subsidized retirement benefit under the Retirement Plan if such benefit is taken in the form of an Annuity and the Participant’s Separation from Service occurs (i) prior to Normal Retirement Date but (ii) after (1) attaining age 55 with at least 30 years of Vesting Service, if a Prior Plan

Participant; (2) attaining age 55, if a Minnegasco Member; or (3) attaining age 55 with at least 10 years of Vesting Service, if a NorAm Member. Participants hired by the Company or an Adopting Subsidiary on or after January 1, 1999 are not eligible for an Early Retirement Subsidy.

(j) "Employee" shall mean any person who is employed on a salary basis by the Company or an Adopting Subsidiary.

(k) "Participant" shall mean any Employee who is entitled to a Restoration Benefit under the provisions of Paragraph 3 of the Plan.

(l) "Plan" shall mean the CenterPoint Energy Benefit Restoration Plan, effective as of January 1, 2008, and as thereafter amended from time to time

(m) "Plan Benefit" shall mean (1) a Restoration Benefit in the case of a Participant who is not a Supplemental Participant; and (2) a Supplemental Retirement Benefit in the case of a Supplemental Participant.

(n) "Plan Year" shall mean a calendar year (that is the 12-month period commencing on January 1st and ending on December 31st).

(o) "Restoration Benefit" shall have the meaning ascribed to such term in Paragraph 4 of the Plan.

(p) "Retirement Plan" shall mean the CenterPoint Energy, Inc. Retirement Plan, as amended and restated effective January 1, 1999, and as thereafter amended from time to time.

(q) "Section 401(a)(17)" shall mean Code Section 401(a)(17), as adjusted for cost of living increases.

(r) "Section 415" shall mean Code Section 415, as adjusted for cost of living increases.

(s) "Separation from Service" shall mean an Employee's termination of employment from the Company or an Adopting Employer that is a "separation from service" within the meaning of Code Section 409A.

(t) "STI Plan" shall mean the CenterPoint Energy, Inc. Short-Term Incentive Plan, or any successor plan thereto.

(u) "Subsidiary" shall mean a company 50 percent or more of whose voting stock is owned (directly or through another Subsidiary) by the Company and which is an "Employer" under the Retirement Plan (as such term is defined in the Retirement Plan).

(v) "Supplemental Participant" shall mean Johnny Len Blau, James S. Brian, Ricky Lee Campbell, Raymond Ehmer, John C. Houston, Marc Kilbride, David M.

McClanahan, Joseph B. McGoldrick, Sharon Michael Owens, Rufus S. Scott and Tom Standish.

(w) "Supplemental Retirement Benefit" shall have the meaning ascribed to such term in Paragraph 5 of the Plan.

(x) "Supplemental Retirement Benefit Compensation" shall mean "Compensation" as defined in the Retirement Plan as if amended to include (i) any amounts deferred under the Deferred Compensation Plan at the time of deferral and (ii) any annual awards earned by the Supplemental Participant under the STI Plan in the December of the calendar year for which the award was earned. For purposes of clause (ii) above, if the Supplemental Participant is awarded an annual STI Plan award after his Separation from Service ("subsequent award"), such subsequent award shall be considered as Supplemental Retirement Benefit Compensation in the December immediately preceding his Separation from Service (in lieu of such prior December's actual award amount) if and only if the subsequent award amount (x) is greater than the actual annual STI Plan award earned for the year preceding the Participant's Separation from Service and (y) results in a greater benefit payable to the Supplemental Participant under this Plan.

(y) "Transition Participant" shall mean a Participant who had a Separation from Service on or after January 1, 2005, but prior to November 2, 2007, and who has not taken a distribution of his Plan Benefit as of November 1, 2007.

3. Participants. An Employee shall be eligible for a Plan Benefit under the Plan if his retirement benefits accrued and vested under the Retirement Plan in any Plan Year beginning after December 31, 2004, are reduced, curtailed or otherwise limited as a result of the limitations imposed by Section 415 and/or Section 401(a)(17).

4. Restoration Benefit. Upon a Separation from Service of a Participant who is not a Supplemental Participant, the Company will calculate a "Restoration Benefit" for such Participant equal to the result of the following formula (with each such variable as calculated under the appropriate form of payment determined in Paragraph 6 below):

$$\text{Restoration Benefit} = (A - B) - C$$

where:

"A" is equal to the amount of the vested retirement benefit or death benefit, as the case may be, which would have been payable under the Retirement Plan, but for the limitations imposed by Section 415 and/or Section 401(a)(17), as of the Participant's Separation from Service date;

"B" is equal to the amount of the vested retirement benefit or death benefit that would be payable under the terms of the Retirement Plan if the benefit was paid or commenced on the Participant's Separation from Service date; and

“C” is equal to the Participant’s “Restoration Benefit” under the 1991 Plan (as determined below), if applicable.

The Restoration Benefit shall be determined based on the terms of the Retirement Plan, including, but not limited to, the interest and mortality factors and vesting requirements thereunder, as in effect on the first day of the month immediately following the date of the Participant’s date of Separation from Service; *provided, however*, that for a Transition Participant the interest and mortality factors shall be those in effect in calendar year 2008. The Restoration Benefit shall be determined without regard to Code Section 436. In no event shall the Restoration Benefit under this Paragraph 4 be less than zero.

If the Participant has a “Restoration Benefit” under the 1991 Plan as of his Separation from Service, the portion of his Restoration Benefit to be paid under the Plan and the 1991 Plan shall be determined in accordance with the provisions under Treasury Regulation Section 1.409A-6(a)(3)(i) (or successor regulation) and any additional guidance issued by the Internal Revenue Service related thereto.

Notwithstanding the foregoing or any provision of the Plan to the contrary, the vested portion of the retirement benefit accrued under the Retirement Plan for Plan Years beginning prior to January 1, 2005, that are reduced, curtailed or otherwise limited as a result of the limitations imposed by Section 415 and/or Section 401(a)(17) for Participants who were hired by the Company or an Adopting Subsidiary after December 31, 1998, and would otherwise be eligible to be paid as a “Restoration Benefit” under the 1991 Plan, shall be “ungrandfathered” for purposes of Code Section 409A and such benefit shall be paid under this Plan as part of such Participants’ Restoration Benefit (and “C” in the above formula shall be equal to zero for these Participants).

5. Supplemental Retirement Benefit. Upon a Separation from Service of a Supplemental Participant, the Company will calculate a benefit (“Supplemental Retirement Benefit”) for such Supplemental Participant equal to the result of the following formula (with each such variable as calculated under the appropriate form of payment determined in Paragraph 6 below):

$$\text{Supplemental Retirement Benefit} = (A - B) - C$$

where:

“A” is equal to the amount of the vested retirement benefit or death benefit, as the case may be, which would have been payable under the Retirement Plan, determined based on Supplemental Retirement Benefit Compensation in lieu of Compensation under the Retirement Plan, but for the limitations imposed by Section 415 and/or Section 401(a)(17), as of his Separation from Service date;

“B” is equal to the amount of the vested retirement benefit or death benefit that would be payable under the terms of the Retirement Plan if the benefit was paid or commenced on the Supplemental Participant’s Separation from Service date; and

“C” is equal to the Supplemental Participant’s Supplemental Retirement Benefit under the 1991 Plan (as determined below), if applicable.

The Supplemental Retirement Benefit shall be determined based on the terms of the Retirement Plan, including, but not limited to, the interest and mortality factors and vesting requirements thereunder, but using Supplemental Retirement Benefit Compensation in lieu of Compensation under the Retirement Plan, as of the first day of the month immediately following the date of the Participant’s date of Separation from Service; *provided, however*, that for a Transition Participant the interest and mortality factors shall be those in effect in calendar year 2008. The Supplemental Retirement Benefit shall be determined without regard to Code Section 436. A Supplemental Retirement Benefit shall be paid in the same form as the Supplemental Participant’s Restoration Benefit. In no event shall the Supplemental Retirement Benefit under this Paragraph 5 be less than zero.

If the Supplemental Participant has a “Supplemental Retirement Benefit” under the 1991 Plan, the portion of his Supplemental Retirement Benefit to be paid under the Plan and the 1991 Plan shall be determined in accordance with the provisions under Treasury Regulation Section 1.409A-6(a)(3)(i) (or successor regulation) and any additional guidance issued by the Internal Revenue Service related thereto.

6. Form of Payment of Plan Benefit. A Participant’s Plan Benefit shall be paid in the form of either a lump sum or an Annuity, as follows:

(a) Election of Form of Payment. The Plan Benefit of a Participant who (i) is an Employee during the period commencing on January 1, 2005, and ending on November 1, 2007, and (ii) timely filed an irrevocable election pursuant to IRS Notices 2006-79 and 2007-86 with the Committee (or its delegate) prior to December 31, 2007, or such earlier date prescribed by the Committee (“Election Form”), shall be paid in the form of a lump sum or an Annuity as elected on the Election Form.

(b) Form of Payment. The Plan Benefit of a Participant who (i) became a Participant in the Plan prior to January 1, 2008, (ii) did not timely complete and file an Election Form pursuant to Paragraph 6(a) above, and (iii) had a Separation from Service on or after November 2, 2007, shall be paid in the following form, as applicable:

- (1) If eligible for the Early Retirement Subsidy as of the date of the Participant’s Separation from Service, his Plan Benefit shall be paid in the form of an Annuity; and
- (2) If not eligible for the Early Retirement Subsidy as of the date of the Participant’s Separation from Service, his Plan Benefit shall be paid in the form of a lump sum.

The Plan Benefit of an Employee who (i) is a Transition Participant or (ii) becomes a Participant in the Plan on or after January 1, 2008, shall be paid in the form of a lump sum.

(c) Annuity Forms. If a Participant's Plan Benefit will be paid in an Annuity, no later than 60 days after the date of the Participant's Separation from Service, the Participant may choose the form of Annuity from among the forms of Annuities offered under the Retirement Plan as of the date of the Participant's Separation from Service. Such election shall be made pursuant to a written election in the form approved by the Committee, and timely filed with the Committee (or its delegate), and shall be irrevocable. If a Participant fails to timely elect the form of Annuity, then his Plan Benefit shall be paid in the normal form of benefit under the Retirement Plan (e.g., (i) an annuity for the life of the Participant with a survivor annuity payable for the life of the Participant's Spouse, which is 50% of the amount of the annuity payable during the joint lives of the Participant and his Spouse or (ii) a Single Life Annuity, as applicable, under the terms of the Retirement Plan).

7. Payment of Plan Benefit.

(a) General Rule. A Participant's Plan Benefit shall be paid, if in a lump sum, or commence, if an Annuity, on the 60th day after his date of Separation from Service, except as provided in Paragraph 7(b) and 7(c) below.

(b) Transition Period Separation from Service. The Plan Benefit of a Transition Participant shall be paid in calendar year 2008.

(c) Code Section 409A 6-Month Delay. Notwithstanding any provision to the contrary in the Plan, if as of the date of the Participant's Separation from Service (other than by reason of death) the Participant is a "Specified Employee" (within the meaning of that term under Code Section 409A(a)(2)(B)), then the payment of the Participant's Plan Benefit shall not be paid or commence until the later of (i) the date provided under Paragraph 7(a) or Paragraph 7(b), as applicable, or (ii) the earlier of (A) the second day following the expiration of the 6-month period measured from the date of the Participant's Separation from Service, or (B) the date of the Participant's death. In the event a Plan Benefit payment is delayed under this Paragraph 7(c), the Company shall pay to the Participant, as of the date it pays the delayed payment, interest on the delayed amount at the semi-annual, short-term applicable federal rate provided under Code Section 1274(d) as of the Participant's Separation from Service date, based on the number of days the payment was delayed.

8. Contractual Obligation of Company. The benefits described in this Plan are contractual obligations of the Company to pay compensation for services, and shall constitute a liability to the Participants and/or their beneficiaries in accordance with the terms hereof. The payment of such benefits shall be made from the general funds of the Company. No special or separate fund need be established and no segregation of assets need be made to assure the payment of such benefits. No Participant shall have any interest in any particular asset of the Company by virtue of his rights under this Plan. To the extent that any person acquires a right to receive payments from the Company under this Plan, such right shall be no greater than the right of an unsecured general creditor of the Company.

9. Tax Withholding. The Company may withhold from a payment any federal, state, or local employment and income taxes required by law to be withheld with respect to such payment and such sum as the Company may reasonably estimate as necessary to cover any taxes for which the Company may be liable and which may be assessed with regard to such payment. Such withholding may be made by acceleration of the payment of the Plan Benefit, as permitted under Treasury Regulation Section 1.409A-3(j)(4)(vi) (or successor regulation).

10. Administration. The Plan shall be administered, construed and interpreted by the Committee. The determinations by the Committee of the individuals who are eligible to be Participants in the Plan, the selection of Participants from eligible Employees, the amounts of their benefits under the Plan, and the determinations of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons. The Committee may delegate its administrative duties to appropriate employees of the Company and/or third parties. No member of the Committee shall be liable for any act done or determination made in good faith.

11. Plan Expenses. All expenses of administering the Plan shall be borne by the Company.

12. Indemnification and Exculpation. The members of the Committee, its agents, and officers, directors, and employees of the Company and its Affiliates shall be indemnified and held harmless by the Company against and from any and all loss, cost, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be a party or in which they may be involved by reason of any action taken or failure to act under this Plan and against and from any and all amounts paid by them in settlement (with the Company's written approval) or paid by them in satisfaction of a judgment in any action, suit or proceeding. The foregoing provision shall not be applicable to any person if the loss, cost, liability, or expense is due to such person's gross negligence or willful misconduct.

13. Claims and Review Procedures.

(a) Claims Procedure. If any person believes he is entitled to any rights or benefits under the Plan, such person may file a claim in writing with the Committee. If any such claim is wholly or partially denied, the Committee will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review, the time limits applicable to such procedures, and a statement of the person's rights following an adverse benefit determination on review, including a statement of his right to file a lawsuit under the Employee Retirement Income Security Act ("ERISA") if the claim is denied on appeal. Such notification will be given within 90 days after the claim is received by the Committee (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period).

(b) Claim Review Procedure. Within 60 days after the date on which a person receives a notice of denial, such person or his duly authorized representative (“Applicant”) may (i) file a written request with the Committee for a review of his denied claim; (ii) review pertinent documents; and (iii) submit issues and comments in writing. The Committee shall render a decision no later than the date of its regularly scheduled meeting next following receipt of a request for review, except that a decision may be rendered no later than the second such meeting if the request is received within 30 days of the first meeting. The Applicant may request a formal hearing before the Committee which the Committee may grant in its discretion. Notwithstanding the foregoing, under special circumstances that require an extension of time for rendering a decision (including, but not limited to, the need to hold a hearing), the decision may be rendered not later than the date of the third regularly scheduled Committee meeting following the receipt of the request for review. If such an extension is required, the Applicant will be advised in writing before the extension begins. If the claim is denied in whole or part, such notice, which shall be in a manner calculated to be understood by the person receiving such notice, shall include (i) the specific reasons for the decision, (ii) the specific references to the pertinent Plan provisions on which the decision is based, (iii) that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits, and (iv) a statement of the Applicant’s right to file a lawsuit under ERISA. Benefits under this Plan will only be paid if the Committee decides, in its discretion, that an Applicant is entitled to them.

(c) Exhaustion of Administrative Remedies. The decision of the Committee on review of the claim denial shall be binding on all parties when the Applicant has exhausted the claims procedure under this Section. Moreover, no action at law or in equity shall be brought to recover benefits under this Plan prior to the date the Applicant has exhausted the administrative remedies under this Section.

14. Non-Alienation of Benefits and Domestic Relation Orders. Except by mutual agreement between the Company and the Participant, any benefit which shall be payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt at such shall be void, and any such benefit shall not in any way be subject to the debts, contract, liabilities, engagements, or torts of the person who shall be entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person. Notwithstanding any provision of the Plan to the contrary, the Plan Benefit may be paid in a lump sum or Annuity to an alternate payee as required under a domestic relations order (as defined in Code Section 414(p)(1)(B)) that is approved by the Committee, consistent with the requirements of Code Section 409A.

15. No Employment Rights. Participation in the Plan shall not give an Employee any right to continued employment by the Company and its Subsidiaries or affiliates. The right to terminate employment of any Employee, with or without cause, is specifically reserved by the Company and its Subsidiaries and affiliates.

16. Merger, Consolidation, or Acquisition. In the event of a merger, consolidation, or acquisition where the Company is not the surviving corporation, unless the

successor or acquiring corporation shall elect to continue and carry on the Plan, this Plan shall terminate with respect to the Company, and no additional benefits shall accrue for the Participants of the Plan. Unpaid benefits shall continue to be paid as scheduled unless the successor or acquiring corporation elects to accelerate payment in a manner that complies with the requirements of Code Section 409A.

17. Code Section 409A. It is intended that the provisions of this Plan satisfy the requirements of Code Section 409A and that the Plan be operated in a manner consistent with such requirements to the extent applicable.

18. Amendment or Termination of the Plan. The Board of Directors may terminate this Plan at any time and may amend or modify this Plan from time to time in any respect. No such termination or amendment or modification of the Plan by the Board of Directors shall divest a Participant of any benefit which had previously accrued to him or which had previously become payable to him under this Plan unless the Participant agrees in writing to such divestment.

19. Severability. In the event any provision of the Plan shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such illegal, invalid or unenforceable provision shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been inserted, and the Board of Directors shall have the privilege and opportunity to correct and remedy such questions of such illegal, invalid or unenforceable provision by amendment as provided in the Plan.

20. Gender and Number. Except when otherwise indicated by the context, any masculine terminology used in the Plan shall also include the feminine gender, and the definition of any term in the singular shall also include the plural.

21. Applicable Law. This Plan shall be construed, administered and governed in all respects in accordance with ERISA and other applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Texas.

[Signature Page to Follow]

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, each of which shall be deemed an original, but all of which shall constitute the same instrument, this 22nd day of December, 2008, but effective as of January 1, 2008.

CENTERPOINT ENERGY, INC.

By /s/ David M. McClanahan

David M. McClanahan
President and Chief Executive Officer

ATTEST:

/s/ Richard Dauphin

Richard Dauphin
Assistant Corporate Secretary

CENTERPOINT ENERGY, INC. BENEFIT RESTORATION PLAN
(As Amended and Restated Effective July 1, 1991)

Third Amendment

WHEREAS, CenterPoint Energy, Inc. (the “Company”), maintains the CenterPoint Energy, Inc. Benefit Restoration Plan, effective as of July 1, 1991, and as thereafter amended (the “Plan”), for the benefit of its eligible employees; and

WHEREAS, in response to the enactment of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), effective as of January 1, 2005, the Company in operation separated all Plan benefits earned and vested as of December 31, 2004, along with the earnings attributable thereto (“Grandfathered Benefits”), from all Plan benefits earned or vested after December 31, 2004, along with the earnings attributable thereto (“409A Benefits”); and

WHEREAS, at all times on and after January 1, 2005, the Grandfathered Benefits, along with all earnings attributable thereto, have been (and continue to be) subject to the terms and provisions of the Plan as in effect on October 3, 2004, and no material modifications, within the meaning of Code Section 409A, have been made (in form or operation) to the Plan with respect to such benefits; and

WHEREAS, the Company desires to bifurcate the Plan such that (1) the Grandfathered Benefits shall be maintained under and paid from the Plan, in the form of a frozen plan that is intended to be a “grandfathered” plan exempt from Code Section 409A, and (2) the 409A Benefits shall be maintained under and paid from a separate plan that is intended to comply with the requirements of Code Section 409A, known as the CenterPoint Energy Benefit Restoration Plan, as established effective January 1, 2008; and

WHEREAS, in connection with the foregoing, the Company desires to rename the Plan;

NOW, THEREFORE, the Company, having reserved the right under Paragraph 8 thereof to amend the Plan, does hereby amend the Plan, effective as of January 1, 2008, as follows:

1. The obligations for the accrued benefits under the Plan that are 409A Benefits are hereby transferred from the Plan into the CenterPoint Energy Benefit Restoration Plan ("409A Plan"). On and after January 1, 2008, the 409A Benefits shall be the sole obligation of, maintained under and paid from, the 409A Plan, in accordance with the terms and conditions of the 409A Plan. The Plan shall have no further contractual, legal or other obligation with respect to the 409A Benefits on and after January 1, 2008. Accordingly, no distribution shall be due or made under the Plan with respect to the 409A Benefits under the Plan after December 31, 2007, and no Participants or their beneficiaries shall have any right to, or interest in, the Plan with respect to the 409A Benefits on and after January 1, 2008.

2. The allocation between the Grandfathered Benefits under this Plan and the 409A Benefits in the 409A Plan shall be determined in accordance with the provisions under Treasury Regulation Section 1.409A-6(a)(3)(i) (or successor regulations) and any rulings or notices issued by the Internal Revenue Service related thereto.

3. The name of the Plan is hereby amended to be the "CenterPoint Energy, Inc. 1991 Benefit Restoration Plan," with all references in the Plan to the "CenterPoint Energy, Inc. Benefit Restoration Plan" hereby amended accordingly, and Paragraph 1 is hereby amended to read as follows:

"1. Name. The name of this Plan is the 'CenterPoint Energy, Inc. 1991 Benefit Restoration Plan' (the 'Plan'), as amended and restated effective July 1, 1991, as set forth herein, as amended and as the same may hereafter be amended from time to time. As of January 1, 2008, the Plan is frozen and (i) no new participants shall be permitted, and (ii) no benefits shall be earned or vested (other than earnings on benefits that were earned and vested as of December 31, 2004) under the Plan after December 31, 2007; unvested benefit accruals as of December 31, 2004 (along with earnings attributable thereto) were spun-off from the Plan, effective as of January 1, 2008, into, and shall be provided under, the CenterPoint Energy Benefit Restoration Plan (and the Plan shall have no contractual, legal or other obligation with respect to such spun-off benefits on and after January 1, 2008)."

[Signature Page to Follow]

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, on this 22nd day of December 2008, but effective as of January 1, 2008.

CENTERPOINT ENERGY, INC.

By /s/ David M. McClanahan

David M. McClanahan

President and Chief Executive Officer

ATTEST:

/s/ Richard Dauphin

Richard Dauphin

Assistant Corporate Secretary

CENTERPOINT ENERGY
SAVINGS RESTORATION PLAN
(Effective as of January 1, 2008)

**CENTERPOINT ENERGY
SAVINGS RESTORATION PLAN
(Effective as of January 1, 2008)**

RECITALS:

WHEREAS, CenterPoint Energy, Inc. (the “Company”), maintains the CenterPoint Energy, Inc. Savings Restoration Plan, effective as of January 1, 1991, and as thereafter amended (the “1991 Plan”), for the benefit of its eligible employees; and

WHEREAS, in response to the enactment of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), effective as of January 1, 2005, the Company in operation separated all 1991 Plan benefits earned and vested as of December 31, 2004 (“Grandfathered Benefits”) from all 1991 Plan benefits earned or vested after December 31, 2004 (“409A Benefits”); and

WHEREAS, the Company desires to bifurcate the 1991 Plan such that (1) the Grandfathered Benefits, along with all earnings, gains and losses attributable thereto, shall be maintained under and paid from a separate, frozen plan that is intended to be a “grandfathered” plan exempt from Code Section 409A, which is the 1991 Plan, as amended and restated effective January 1, 2008, and renamed the CenterPoint Energy, Inc. 1991 Savings Restoration Plan, and (2) the 409A Benefits, along with all earnings, gains and losses attributable thereto, shall be maintained under and paid from, a newly established and separate plan that is intended to comply with the requirements of Code Section 409A, effective as of January 1, 2008;

NOW, THEREFORE, the Company hereby establishes this new plan to maintain and provide the 409A Benefits in the form of the CenterPoint Energy Savings Restoration Plan, as herein set forth, effective as of January 1, 2008, as follows:

ARTICLE I.

Purpose

The purpose of the CenterPoint Energy Savings Restoration Plan (the "Plan") is to provide a benefit to a select group of management or highly-compensated employees of CenterPoint Energy, Inc. based on the employer matching contributions that would otherwise be credited to such employees' accounts under the CenterPoint Energy Savings Plan, but for application of the qualified plan compensation limit under Code Section 401(a)(17) for post-2004 Plan Years. This Plan is intended to be a "top-hat" plan under sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974.

ARTICLE II.

Definitions and Construction

2.1 Definitions. Except as otherwise indicated below or as otherwise indicated in the Plan, the capitalized terms used in the Plan shall have the meaning ascribed to them under the Savings Plan. For purposes of the Plan, the following definitions shall be applicable:

- (a) "1991 Plan" shall mean the CenterPoint Energy, Inc. 1991 Savings Restoration Plan, as amended and restated effective January 1, 2008.
- (b) "Beneficiary" shall mean the Participant's beneficiary or beneficiaries designated under the Savings Plan; *provided, however*, that if there is no valid beneficiary designation filed with the Savings Plan at the time of the Participant's death or if all of such designated beneficiaries have predeceased the Participant or otherwise ceased to exist, then the Participant's Beneficiary for purposes of this Plan shall be, and any payment hereunder shall be made to, the Participant's spouse, if he or she survives the Participant, or otherwise to the executor or legal representative of the Participant's estate.
- (c) "Benefits Committee" shall mean the Benefits Committee of the Company or such other committee designated by the Board.
- (d) "Board" shall mean the Board of Directors of the Company.
- (e) "Code" shall mean the Internal Revenue Code of 1986, as amended.
- (f) "Committee" shall mean the Compensation Committee of the Board.
- (g) "Company" shall mean CenterPoint Energy, Inc., and any successor thereto.
- (h) "Employee" shall mean any person who is employed on a salaried basis by an Employer.
- (i) "Employer" shall mean the Company and any Subsidiaries that have adopted the Savings Plan.
- (j) "ERISA" shall mean the Employee Retirement Income Security Act of 1974 , as amended.

(k) "Participant" shall have the meaning ascribed to such term in Article III of the Plan.

(l) "Plan" shall mean the CenterPoint Energy Savings Restoration Plan, effective as of January 1, 2008, and as thereafter amended from time to time.

(m) "Plan Benefit" shall have the meaning ascribed to such term in Section 4.1(a) of the Plan.

(n) "Plan Year" shall mean a calendar year (that is the 12-month period commencing on January 1st and ending on December 31st).

(o) "Savings Plan" shall mean the CenterPoint Energy Savings Plan, as amended and restated effective January 1, 2005, as thereafter amended from time to time.

(p) "Section 401(a)(17) Limit" shall mean the compensation amount limit set forth in Code Section 401(a)(17), as adjusted for cost of living increases.

(q) "Separation from Service" shall mean a termination of employment from an Employer that is a separation from service within the meaning of Code Section 409A.

(r) "Subsidiary" shall mean a company 50 percent or more of whose voting stock is owned (directly or through another Subsidiary) by the Company and which is an "Employer" under the Savings Plan (as such term is defined in the Savings Plan).

(s) "Total Plan Benefit" shall mean the sum of the Participant's aggregate Plan Benefit and, to the extent applicable, Transferred 409A Benefit, and all earnings, gains and losses attributable thereto.

(t) "Transferred 409A Benefits" shall mean a Participants' benefits under the 1991 Plan that were not earned and vested as of December 31, 2004, along with all earnings, gains and losses attributable thereto, which obligations were transferred to the Plan, effective January 1, 2008, and, on and after January 1, 2008, are the sole obligation of, will be maintained under, and will be distributed from, the Plan, and in accordance with the terms of the Plan. Benefits under the 1991 Plan that were earned and vested prior to January 1, 2005, along with all earnings, gains and losses attributable thereto, shall continued to be the sole obligation of, maintained under and distributed from the 1991 Plan, in accordance with the terms of the 1991 Plan.

2.2 Gender and Number. Except when otherwise indicated by the context, any masculine terminology used in the Plan shall also include the feminine gender, and the definition of any term in the singular shall also include the plural.

2.3 Severability. In the event any provision of the Plan shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such illegal, invalid or unenforceable provision shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been inserted, and the Board shall have the privilege and opportunity to correct and remedy such

questions of such illegal, invalid or unenforceable provision by amendment as provided in the Plan.

2.4 Applicable Law. This Plan shall be construed, administered and governed in all respects in accordance with ERISA and other applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Texas.

2.5 Plan Not an Employment Contract. This Plan is not an employment contract. It does not give to any person the right to be continued in employment with the Company, an Employer or any affiliate or Subsidiary, and all Employees remain subject to change of salary, transfer, change of job, discipline, layoff, discharge, or any other change of employment status.

ARTICLE III.
Participation

A "Participant" under this Plan is a person who is a member of a select group of management employees or a highly-compensated employee of an Employer for each Plan Year after the 2007 Plan Year in which such Employee's Compensation exceeds the Section 401(a)(17) Limit. In addition, persons who are entitled to Transferred 409A Benefits shall be Participants in this Plan with respect to such amounts (but shall not be eligible for post-2007 Plan Year benefits unless they otherwise meet the Plan requirements for such post-2007 Plan Years.)

ARTICLE IV.
Benefits

4.1 Amount of Benefits.

(a) Benefit Formula. For each Plan Year after the 2007 Plan Year, provided that the Participant is actively employed by an Employer on December 31st of the Plan Year (except as provided below), such Participant's Plan account shall be credited for such Plan Year with a "Plan Benefit" equal to the amount resulting from the following formula:

$$\text{Plan Benefit} = [((A - B) \times C) + ((A - B) \times D)]$$

where:

"A" is equal to the Participant's Compensation for the Plan Year determined without regard to the Section 401(a)(17) Limit for the Plan Year;

"B" is equal to the Section 401(a)(17) Limit for the Plan Year;

"C" is equal to the employer matching contribution percentage under the Savings Plan for the Plan Year; and

"D" is equal to a discretionary percentage, if any, approved by the Committee or the Chief Executive Officer of the Company for the Savings Plan and/or for the Plan for the Plan Year.

The employer matching portion of the Plan Benefit for a Plan Year shall be credited to the Participant's account as soon as practicable after the end of the Plan Year, but in no event later than 60 days after the end of such Plan Year. The discretionary portion of the Plan Benefit for a Plan Year shall be credited to the Participant's account as soon as practicable after the discretionary percentage (if any) has been approved for the Plan Year, but in no event later than 60 days after such approval date. A person who has a Separation from Service prior to December 31st of a Plan Year shall not receive a Plan Benefit for such Plan Year unless such person during such Plan Year commenced during and is on as of December 31st of such Plan Year, (i) an Employer authorized leave of absence or (ii) a disability leave of absence (whether short-term or long-term disability) under a disability plan or program of the Company or an Employer (and only for the Plan Year during which such eligible leave under clause (i) or (ii) commences).

(b) Crediting of Earnings, Gains and Losses. Within 60 days after the end of each Plan Year, a Participant's Plan account shall be credited or debited with earnings, gains and losses ("Earnings/Losses") on the total of (1) his account balance as of January 1st of the Plan Year, *plus* (2) the employer matching contributions and any discretionary contributions credited to his account during the Plan Year. The Earnings/Losses for such Plan Year shall be based on the annualized rate of return for the Participant's account under the Savings Plan for such Plan Year.

4.2 Payment of Total Plan Benefit. A Participant's Total Plan Benefit, and all earnings, gains and losses attributable thereto, shall be paid in the form of a lump-sum payment, as follows:

(a) Separation From Service On or After January 1, 2008. For a Participant who has a Separation from Service on or after January 1, 2008, the Participant's Total Plan Benefit shall be paid on the 60th day after the date of his Separation from Service, except as otherwise provided in Section 4.8 hereof.

(b) Separation From Service After December 31, 2004, But Prior to January 1, 2008. For a Participant who (i) had a Separation from Service after December 31, 2004, but prior to January 1, 2008, and (ii) as of December 31, 2007, had not received, or commenced receiving, his Total Plan Benefit, then such Participant's Total Plan Benefit shall be paid in calendar year 2008, except as otherwise provided in Section 4.8 hereof.

4.3 Vesting. At all times all Participants under the Plan are fully vested in the Total Plan Benefit credited to their accounts.

4.4 Funding. All amounts paid under this Plan shall be paid in cash from the general assets of the Company. Benefits shall be reflected on the accounting records of the Company but shall not be construed to create, or require the creation of, a trust, custodial, or escrow account. No Participant shall have any right, title, or interest whatever in or to any investment reserves, accounts, or funds that the Company may purchase, establish, or accumulate to aid in providing the benefits described in this Plan. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust or a fiduciary relationship of any

kind between the Company and a Participant or any other person. Neither a Participant nor a Beneficiary of a Participant shall acquire any interest greater than that of an unsecured creditor.

4.5 Tax Withholding. The Company may withhold from a payment any federal, state, or local employment and income taxes required by law to be withheld with respect to such payment and such sum as the Company may reasonably estimate as necessary to cover any taxes for which the Company may be liable and which may be assessed with regard to such payment.

4.6 Effect on Other Plans. Amounts accrued or paid under this Plan shall not be considered compensation for the purpose of the Company's retirement, savings, life insurance or disability plans.

4.7 Non-Transferability. A Participant or his Beneficiary shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any interest under this Plan, nor shall rights be assigned or transferred by operation of law. Notwithstanding any provision of the Plan to the contrary, any portion of the Plan Benefit may be paid to an alternate payee as required under a domestic relations order, as defined in Code Section 414(p)(1)(B), approved by the Committee (a "QDRO"), consistent with the requirements of Code Section 409A. In such event, the amount of the Plan Benefit subject to the QDRO shall be paid to the alternate payee within 90 days of the date that the order is determined by the Committee to meet the requirement of, and is, a QDRO (and the terms of the order must be consistent with the foregoing to be considered a QDRO).

4.8 Delay of Payments to Certain Participants. Notwithstanding any provision to the contrary in the Plan, if as of the date of the Participant's Separation from Service (other than by reason of death) the Participant is a "Specified Employee" (within the meaning of that term under Code Section 409A(a)(2)(B)), then the payment specified in Section 4.2 shall not be paid to the Participant until the later of (a) the date specified in Section 4.2 or (b) the earlier of (i) the second day following the expiration of the 6-month period measured from the date of the Participant's Separation from Service or (ii) the date of the Participant's death. In the event that payment of a Participant's Total Plan Benefit is delayed under this Section 4.8, the Company shall pay to the Participant, as of the date it pays the delayed payment, interest on the delayed amount, at the semi-annual, short-term applicable federal rate provided under Code Section 1274(d) as of the Participant's Separation from Service date, based on the period the payment was delayed.

4.9 Death. If a Participant's Separation from Service is due to his death, then the Participant's Plan Benefit shall be paid to the Participant's Beneficiary on the 60th day following the date of the Participant's death.

ARTICLE V. Administration

5.1 Administration. The Plan shall be administered, construed and interpreted by the Committee. The Committee may delegate to the Company's Benefits Committee or other committee, individuals, or entities from time to time the performance of any of its duties or responsibilities hereunder, including, without limitation, the delegation of the Specified

Employee determination. The Committee may also hire agents, accountants, actuaries, consultants and legal counsel to assist in operating and administering the Plan.

5.2 Finality of Determination. The determination of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.

5.3 Expenses. The expenses of administering the Plan shall be borne by the Company.

5.4 Indemnification and Exculpation. The members of the Committee, its agents, and officers, directors, and employees of the Company and its Subsidiaries and affiliates shall be indemnified and held harmless by the Company against and from any and all loss, cost, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be a party or in which they may be involved by reason of any action taken or failure to act under this Plan and against and from any and all amounts paid by them in settlement (with the Company's written approval) or paid by them in satisfaction of a judgment in any action, suit or proceeding. The foregoing provision shall not be applicable to any person if the loss, cost, liability, or expense is due to such person's gross negligence or willful misconduct.

5.5 Code Section 409A. It is intended that the provisions of this Plan satisfy the requirements of Code Section 409A and that the Plan be operated and interpreted in a manner consistent with such requirements to the extent applicable.

5.6 Claims and Review Procedures.

(a) Claims Procedure. If any person believes he is entitled to any rights or benefits under the Plan, such person may file a claim in writing with the Committee. If any such claim is wholly or partially denied, the Committee will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review, the time limits applicable to such procedures, and a statement of the person's rights following an adverse benefit determination on review, including a statement of his right to file a lawsuit under ERISA if the claim is denied on appeal. Such notification will be given within 90 days after the claim is received by the Committee (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period).

(b) Claim Review Procedure. Within 60 days after the date on which a person receives a notice of denial, such person or his duly authorized representative ("Applicant") may (i) file a written request with the Committee for a review of his denied claim; (ii) review pertinent documents; and (iii) submit issues and comments in writing. The Committee shall render a decision no later than the date of its regularly scheduled meeting next following receipt of a request for review, except that a decision may be

rendered no later than the second such meeting if the request is received within 30 days of the first meeting. The Applicant may request a formal hearing before the Committee which the Committee may grant in its discretion. Notwithstanding the foregoing, under special circumstances that require an extension of time for rendering a decision (including, but not limited to, the need to hold a hearing), the decision may be rendered not later than the date of the third regularly scheduled Committee meeting following the receipt of the request for review. If such an extension is required, the Applicant will be advised in writing before the extension begins. If the claim is denied in whole or part, such notice, which shall be in a manner calculated to be understood by the person receiving such notice, shall include (i) the specific reasons for the decision, (ii) the specific references to the pertinent Plan provisions on which the decision is based, (iii) that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits, and (iv) a statement of the Applicant's right to file a lawsuit under ERISA. Benefits under this Plan will only be paid if the Committee decides, in its discretion, that an Applicant is entitled to them.

(c) Exhaustion of Administrative Remedies. The decision of the Committee on review of the claim denial shall be binding on all parties when the Applicant has exhausted the claims procedure under this Section. Moreover, no action at law or in equity shall be brought to recover benefits under this Plan prior to the date the Applicant has exhausted the administrative remedies under this Section.

ARTICLE VI.

Merger, Amendment and Termination

6.1 Merger, Consolidation, or Acquisition. In the event of a merger, consolidation, or acquisition where the Company is not the surviving corporation, unless the successor or acquiring corporation shall elect to continue and carry on the Plan, this Plan shall terminate with respect to the Company, and no additional benefits shall accrue for the Participants. Unpaid benefits shall continue to be paid as scheduled unless the successor or acquiring corporation elects to accelerate payment in a manner that complies with the requirements of Code Section 409A.

6.2 Amendment and Termination. The Board may amend, modify, or terminate the Plan at any time. In the event of a termination of the Plan pursuant to this Section, unpaid benefits shall continue to be an obligation of the Company and shall be paid as scheduled.

[Signature Page to Follow]

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, this 22nd day of December, 2008, but effective as of January 1, 2008.

CENTERPOINT ENERGY, INC.

By /s/ David M. McClanahan

David M. McClanahan
President and Chief Executive Officer

ATTEST:

/s/ Richard Dauphin

Richard Dauphin
Assistant Corporate Secretary

CENTERPOINT ENERGY, INC.
1991 SAVINGS RESTORATION PLAN
(Amended and Restated Effective January 1, 2008)

CENTERPOINT ENERGY, INC.
1991 SAVINGS RESTORATION PLAN
(Amended and Restated Effective January 1, 2008)

RECITALS:

WHEREAS, CenterPoint Energy, Inc. (the "Company"), maintains the CenterPoint Energy, Inc. Savings Restoration Plan, effective as of January 1, 1991, and as thereafter amended (the "Plan"), for the benefit of its eligible employees; and

WHEREAS, in response to the enactment of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), effective as of January 1, 2005, the Company in operation separated all Plan benefits earned and vested as of December 31, 2004 ("Grandfathered Benefits") from all Plan benefits earned or vested after December 31, 2004 ("409A Benefits"); and

WHEREAS, at all times on and after January 1, 2005, the Grandfathered Benefits, along with all earnings, gains and losses attributable thereto, have been (and continue to be) subject to the terms and provisions of the Plan as in effect on October 3, 2004, and no material modifications, within the meaning of Code Section 409A, have been made (in form or operation) to the Plan with respect to such benefits; and

WHEREAS, the Company desires to bifurcate the Plan such that (1) the Grandfathered Benefits, along with all earnings, gains and losses attributable thereto, shall continue to be maintained under and paid from the Plan, which shall be frozen and intended to be a "grandfathered" plan exempt from Code Section 409A, and (2) the 409A Benefits, along with all earnings, gains and losses attributable thereto, shall be maintained under and paid from, a separate plan that is intended to comply with the requirements Code Section 409A, known as the CenterPoint Energy Savings Restoration Plan, effective as of January 1, 2008;

NOW, THEREFORE, the Company hereby amends, restates, renames and continues the Plan with respect to the Grandfathered Benefits in the form of the CenterPoint Energy, Inc. 1991 Savings Restoration Plan, as herein set forth, effective as of January 1, 2008, as follows:

ARTICLE I.

Purpose

1.1 Purpose. The purpose of this CenterPoint Energy, Inc. 1991 Savings Restoration Plan (the "Plan") is to provide the amount of the employer matching contributions that would otherwise be paid under the CenterPoint Energy Savings Plan (the "Savings Plan"), but which is not paid under the Savings Plan on account of the limit under Code Section 401(a)(17), as adjusted for cost-of-living increases under Code Section 401(a)(17)(B), or the limit under Code Section 415, as adjusted for cost-of-living increases under Code Section 415(d) (as adjusted and applicable, the "Code Limit"), on each Participant's compensation which may be taken into account under the Savings Plan for pre-2005 Plan Years. This Plan is intended to be a "top-hat" plan under sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974 ("ERISA").

1.2 Frozen Plan/Transfer of Post-2004 Benefits. This Plan is a frozen plan as of January 1, 2008. No new participants and no further benefits shall be accrued, earned or vested under the Plan after December 31, 2007, other than earnings, losses and gains attributable to benefits in the Plan earned and vested as of December 31, 2004. This Plan is intended to be a "grandfathered" plan for purposes of Code Section 409A. All benefits under this Plan were earned and vested as of December 31, 2004, and thus are intended to be "grandfathered benefits" which, along with all earnings, gains and losses attributable thereto, are exempt from Code Section 409A. Effective as of January 1, 2008, the obligations and liabilities for all benefits under the Plan that were not earned and vested as of December 31, 2004, along with the earnings, gains and losses attributable thereto ("409A Benefits"), were transferred from the Plan to the CenterPoint Energy Savings Restoration Plan ("SRP"). The 409A Benefits are maintained under and paid from the SRP, in accordance with its terms and conditions. The Plan shall have no further contractual, legal or other obligation with respect to the 409A Benefits on and after January 1, 2008.

1.3 Application of Plan. The terms of this Plan are applicable only to salaried officers or other highly-compensated employees of the CenterPoint Energy, Inc., or its successor (the "Company"), or any of its adopting Affiliates from and after January 1, 1991, but prior to January 1, 2005, whose Employer Matching Contributions under the Savings Plan were adversely affected by the Code Limit for Plan Years 1991 through 2004. For purposes of this Plan, the term "Company" shall include CenterPoint Energy, Inc., or any successor thereto, and/or any Affiliate adopting this Plan with approval of the Board of Directors of the Company (the "Board").

ARTICLE II.

Definitions and Construction

2.1 Definitions. Except as otherwise indicated herein, the capitalized terms used in this Plan shall have the same meaning as they have under the Savings Plan.

2.2 Gender and Number. Except when otherwise indicated by the context, any masculine terminology used in the Plan shall also include the feminine gender, and the definition of any term in the singular shall also include the plural.

2.3 Severability. In the event any provision of the Plan shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such illegal, invalid or unenforceable provision shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been inserted, and the Board shall have the privilege and opportunity to correct and remedy such questions of such illegal, invalid or unenforceable provision by amendment as provided in the Plan.

2.4 Applicable Law. This Plan shall be construed, administered and governed in all respects in accordance with ERISA and other applicable federal law and, to the extent not preempted by federal law, in accordance with the laws of the State of Texas.

2.5 Plan Not an Employment Contract. This Plan is not an employment contract. It does not give to any person the right to be continued in employment with the Company, an Employer or any Affiliate or Subsidiary, and all Employees remain subject to change of salary, transfer, change of job, discipline, layoff, discharge, or any other change of employment status.

ARTICLE III.

Participation

A "Participant" under this Plan is a person who was a full-time, salaried officer or highly compensated employee of the Company or its adopting Affiliates and who earned a benefit under the Plan for any Plan Year after the 1990 Plan Year, but prior to the 2005 Plan Year. To earn a benefit during such Plan Year or Plan Years, the Employee must have made the maximum Pre-Tax and/or After-Tax Contributions upon which Employer Matching Contributions were made under the Savings Plan for such year or years, the Employer Matching Contributions made by the Employer under the Savings Plan must have been limited on account of the Code Limit and the Employee must have been employed by the Company or one of its adopting Affiliates as of December 31st of the applicable Plan Year.

ARTICLE IV.

Benefits

4.1 Amount of Benefits. The amount payable ("Benefit") to or in respect of a Participant hereunder shall be equal to the difference between (a) the aggregate amount of Employer Matching Contributions which would have been allocated in respect of the Participant under the Savings Plan for each of the 1991 through the 2004 Plan Years if the Participant had made the maximum Pre-Tax and/or After-Tax Contributions upon which Employer Matching Contributions were made without regard to the Code Limit for each such year, and (b) the aggregate amount of Employer Matching Contributions actually allocated in respect of the Participant under the Savings Plan for each such Plan Year. The amounts so credited shall earn interest each Plan Year (x) at the same rate and be credited in the same manner as the ESOP Company Stock Fund under the Savings Plan for the applicable pre-2008 Plan Year and (y) at the rate of return for the Participant's account under the Savings Plan for each post-2007 Plan Year.

4.2 Form of Payment and Commencement Date.

(a) Form of Payment. The Benefit, along with all earnings, gains and losses attributable to such amount, payable under this Plan shall be paid in the same manner as distributions payable under the Savings Plan. However, the Compensation Committee of the Board (the "Committee") may direct the payment of such benefits payable to a Participant, spouse, or Beneficiary under this Plan in the form of an actuarially equivalent lump-sum payment. The actuarial assumptions for computing the lump-sum payment shall be determined by the Committee.

(b) Commencement Date. Benefits payable under this Plan shall commence on or about the same date that distributions are made under the Savings Plan.

4.3 Vesting. All Participants under the Plan are fully vested in their Benefit as of December 31, 2004. However, a Participant (and his Beneficiary) shall have no right to a Benefit under this Plan if the Committee determines that the Participant engaged in a willful, deliberate, or gross act of commission or omission which is injurious to the finances or reputation of the Company.

4.4 Funding. All amounts paid under this Plan shall be paid in cash from the general assets of the Company. Benefits shall be reflected on the accounting records of the Company but shall not be construed to create, or require the creation of, a trust, custodial, or escrow account. No Participant shall have any right, title, or interest whatever in or to any investment reserves, accounts, or funds that the Company may purchase, establish, or accumulate to aid in providing the benefits described in this Plan. Nothing contained in this Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust or a fiduciary relationship of any kind between the Company and a Participant or any other person. Neither a Participant nor a Beneficiary of a Participant shall acquire any interest greater than that of an unsecured creditor.

4.5 Tax Withholding. The Company may withhold from a payment any federal, state, or local employment and income taxes required by law to be withheld with respect to such payment and such sum as the Company may reasonably estimate as necessary to cover any taxes for which the Company may be liable and which may be assessed with regard to such payment.

4.6 Effect on Other Plans. Amounts accrued or paid under this Plan shall not be considered compensation for the purpose of the Company's retirement, savings, life insurance or disability plans.

4.7 Non-Transferability. A Participant or his Beneficiary shall have no rights by way of anticipation or otherwise to assign or otherwise dispose of any interest under this Plan, nor shall rights be assigned or transferred by operation of law. Notwithstanding any provision of the Plan to the contrary, the Plan Benefit may be paid to an alternate payee as required under a domestic relations order (as defined in Code Section 414(p)(1)(B)) as approved by the Committee.

ARTICLE V.
Administration

5.1 Administration. The Plan shall be administered, construed and interpreted by the Committee. The Committee may delegate to the Company's Benefits Committee or other committee, individuals, or entities from time to time the performance of any of its duties or responsibilities hereunder. The Committee may also hire agents, accountants, actuaries, consultants and legal counsel to assist in operating and administering the Plan.

5.2 Finality of Determination. The determination of the Committee as to any disputed questions arising under this Plan, including questions of construction and interpretation, shall be final, binding, and conclusive upon all persons.

5.3 Expenses. The expenses of administering the Plan shall be borne by the Company.

5.4 Indemnification and Exculpation. The members of the Committee, its agents, and officers, directors, and employees of the Company and its Affiliates shall be indemnified and held harmless by the Company against and from any and all loss, cost, liability, or expense that may be imposed upon or reasonably incurred by them in connection with or resulting from any claim, action, suit, or proceeding to which they may be a party or in which they may be involved by reason of any action taken or failure to act under this Plan and against and from any and all amounts paid by them in settlement (with the Company's written approval) or paid by them in satisfaction of a judgment in any action, suit or proceeding. The foregoing provision shall not be applicable to any person if the loss, cost, liability, or expense is due to such person's gross negligence or willful misconduct.

5.5 Claims and Review Procedures.

(a) Claims Procedure. If any person believes he or she is entitled to any rights or benefits under the Plan, such person may file a claim in writing with the Committee. If any such claim is wholly or partially denied, the Committee will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review, the time limits applicable to such procedures, and a statement of the person's rights following an adverse benefit determination on review, including a statement of his or her right to file a lawsuit under ERISA if the claim is denied on appeal. Such notification will be given within 90 days after the claim is received by the Committee (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period).

(b) Claim Review Procedure. Within 60 days after the date on which a person receives a notice of denial, such person or his or her duly authorized representative ("Applicant") may (i) file a written request with the Committee for a review of his or her denied claim; (ii) review pertinent documents; and (iii) submit issues and comments in writing. The Committee shall render a decision no later than the date of its regularly scheduled meeting next following

receipt of a request for review, except that a decision may be rendered no later than the second such meeting if the request is received within 30 days of the first meeting. The Applicant may request a formal hearing before the Committee which the Committee may grant in its discretion. Notwithstanding the foregoing, under special circumstances that require an extension of time for rendering a decision (including, but not limited to, the need to hold a hearing), the decision may be rendered not later than the date of the third regularly scheduled Committee meeting following the receipt of the request for review. If such an extension is required, the Applicant will be advised in writing before the extension begins. If the claim is denied in whole or part, such notice, which shall be in a manner calculated to be understood by the person receiving such notice, shall include (i) the specific reasons for the decision, (ii) the specific references to the pertinent Plan provisions on which the decision is based, (iii) that the Applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits, and (iv) a statement of the Applicant's right to file a lawsuit under ERISA. Benefits under this Plan will only be paid if the Committee decides, in its discretion, that an Applicant is entitled to them.

(c) Exhaustion of Administrative Remedies. The decision of the Committee on review of the claim denial shall be binding on all parties when the Applicant has exhausted the claims procedure under this Section. Moreover, no action at law or in equity shall be brought to recover benefits under this Plan prior to the date the Applicant has exhausted the administrative remedies under this Section.

ARTICLE VI.

Merger, Amendment and Termination

6.1 Merger, Consolidation, or Acquisition. In the event of a merger, consolidation, or acquisition where the Company is not the surviving corporation, unless the successor or acquiring corporation shall elect to continue and carry on the Plan, this Plan shall terminate with respect to the Company, and no additional benefits shall accrue for the Participants. Unpaid benefits shall continue to be paid as scheduled unless the successor or acquiring corporation elects to accelerate payment.

6.2 Amendment and Termination. The Board may amend, modify, or terminate the Plan at any time. In the event of a termination of the Plan pursuant to this Section, unpaid benefits shall continue to be an obligation of the Company and shall be paid as scheduled.

[Signature Page to Follow]

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, this 22nd day of December, 2008, but effective as of January 1, 2008.

CENTERPOINT ENERGY, INC.

By /s/ David M. McClanahan

David M. McClanahan

President and Chief Executive Officer

ATTEST:

/s/ Richard Dauphin

Richard Dauphin

Assistant Corporate Secretary

CENTERPOINT ENERGY RECEIVES APPROVAL TO DEPLOY INTERACTIVE METERS ACROSS ENTIRE FOOTPRINT OVER NEXT FIVE YEARS

NEW METERS WILL PROVIDE CONSUMERS POWERFUL NEW TOOL TO BETTER UNDERSTAND AND MANAGE ELECTRIC USAGE IN NEAR REAL-TIME

HOUSTON — December 18, 2008 — CenterPoint Energy, Inc.'s (NYSE:CNP) electric transmission and distribution subsidiary, CenterPoint Energy Houston Electric, today received approval from the Public Utility Commission of Texas (PUC) to deploy an advanced metering system (AMS) across its service territory over the next five years. The company plans to begin installing meters in March 2009. This innovative technology should encourage greater energy conservation by giving Houston-area electric consumers the ability to better monitor and manage their electric use and its cost in near real time.

“We’re pleased that the PUC approved the settlement agreement to deploy this new technology,” said Tom Standish, Regulated Operations group president for CenterPoint Energy. “We’d also like to thank the parties for working collaboratively to find an equitable solution. We strongly believe that this new metering technology is the first step in moving the electric grid into the digital age.”

The company will recover the cost for the interactive meters through a monthly surcharge to all REPs over 12 years. The surcharge for each residential consumer for the first 24 months, beginning in February 2009, will be \$3.24 per month; thereafter, the surcharge is scheduled to be reduced to \$3.05 per month. These amounts are subject to upward or downward adjustment in future proceedings to reflect actual costs incurred and to address required changes in scope. CenterPoint Energy projects capital expenditures of approximately \$640 million for the installation of the interactive meters and corresponding communication and data management systems over the five-year deployment period.

CenterPoint Energy, Inc., headquartered in Houston, Texas, is a domestic energy delivery company that includes electric transmission & distribution, natural gas distribution, competitive natural gas sales and services, interstate pipelines, and field services operations. The company serves more than five million metered customers primarily in Arkansas, Louisiana, Minnesota, Mississippi, Oklahoma, and Texas. Assets total over \$19 billion. With about 8,600 employees, CenterPoint Energy and its predecessor companies have been in business for more than 130 years. For more information, visit the Web site at www.CenterPointEnergy.com.

This news release includes forward-looking statements. Actual events and results may differ materially from those projected. The statements in this news release regarding future financial performance and results of operations and other statements that are not historical facts are forward-looking statements. Factors that could affect actual results include the timing and outcome of appeals from the true-up proceedings, the timing and impact of future regulatory, legislative and IRS decisions, effects of competition, weather variations, changes in CenterPoint Energy’s or its subsidiaries’ business plans, financial market conditions, the timing and extent of changes in commodity prices, particularly natural gas, the impact of unplanned facility outages, and other factors discussed in CenterPoint Energy’s and its subsidiaries’ Form 10-Ks for the period ended December 31, 2007, CenterPoint Energy’s Form 10-Qs for the period ended March

31, 2008, June 30, 2008 and September 30, 2008, and other filings with the Securities and Exchange Commission.

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