

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE TO

TENDER OFFER STATEMENT

under Section 14(d)(1) or 13(e)(1) of the Securities Exchange Act of 1934

CENTERPOINT ENERGY, INC.
(Name of Subject Company (issuer))

CENTERPOINT ENERGY, INC.
(Names of Filing Persons (identifying status as offeror, issuer or other person))

2.875% CONVERTIBLE SENIOR NOTES DUE 2024
(Title of Class of Securities)

15189T AK 3
15189T AL 1
(CUSIP Number of Class of Securities)

RUFUS S. SCOTT, ESQ.
VICE PRESIDENT, DEPUTY GENERAL COUNSEL AND ASSISTANT CORPORATE SECRETARY
CENTERPOINT ENERGY, INC.
1111 LOUISIANA
HOUSTON, TEXAS 77002
(713) 207-1111
(Name, Address and Telephone Number of Person Authorized to Receive Notices
and Communications on Behalf of Filing Persons)

Copy to:

GERALD M. SPEDALE, ESQ.
BAKER BOTTS L.L.P.
ONE SHELL PLAZA
910 LOUISIANA
HOUSTON, TEXAS 77002-4995
(713) 229-1234

CALCULATION OF FILING FEE

TRANSACTION VALUATION*	AMOUNT OF FILING FEE**
\$255,000,000	\$27,285

* For purposes of calculating amount of filing fee only. The transaction valuation upon which the filing fee was based was calculated as follows: The purchase price of the 2.875% Convertible Senior Notes Due 2024, as described herein, is \$1,000 per \$1,000 principal amount outstanding. As of December 14, 2006 there was \$255,000,000 aggregate principal amount outstanding, resulting in an aggregate purchase price of \$255,000,000.

** The amount of the filing fee equals \$107.00 per \$1 million of the value of the transaction.

[] Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing registration statement number, or the Form or Schedule and the date of its filing.

[] Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

[] third-party tender offer subject to Rule 14d-1.

[X] issuer tender offer subject to Rule 13e-4.

[] going-private transaction subject to Rule 13e-3.

[] amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: []

This Tender Offer Statement on Schedule T0 is filed by CenterPoint Energy, Inc., a Texas corporation (the "Company"), and relates to the Company's offer to purchase the 2.875% Convertible Senior Notes due 2024 that were issued by the Company (the "Notes"), upon the terms and conditions set forth in the Indenture (as defined below), the Company Notice dated December 14, 2006 (the "Company Notice"), and the related offer materials filed as Exhibits (a)(1)(B) to (a)(1)(E) to this Schedule T0 (which Company Notice and related offer materials, as amended or supplemented from time to time, collectively constitute the "Option Materials").

The Notes were issued pursuant to the Indenture dated as of May 19, 2003 (the "Original Indenture") by and between the Company and The Bank of New York Trust Company, National Association (successor to JPMorgan Chase Bank), as Trustee (the "Trustee"), as amended and supplemented by Supplemental Indenture No. 4 dated as of December 17, 2003 ("Supplemental Indenture No. 4") and Supplemental Indenture No. 5 dated as of December 13, 2004 ("Supplemental Indenture No. 5") (such Original Indenture, as amended and supplemented by Supplemental Indenture No. 4 and Supplemental Indenture No. 5, the "Indenture"). The Notes are convertible into cash and, at the Company's option, shares of the Company's common stock, par value \$0.01 per share. The Company will satisfy its conversion obligation by paying an amount in cash equal to the lesser of the aggregate principal amount of Notes converted and the Company's conversion obligation, and, at the Company's option, by delivering cash, shares of the Company's common stock or a combination thereof to the extent that the conversion obligation exceeds the aggregate principal amount of Notes being converted.

The right of holders to surrender their Notes for purchase by the Company (which we refer to as the "Option") will expire at 5:00 p.m., New York City time, on Friday, January 12, 2007. This Schedule T0 is intended to satisfy the disclosure requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

ITEMS 1 THROUGH 9.

The Company is the issuer of the Notes, and the Company is offering to purchase for cash all of the Notes if tendered by the holders under the terms and subject to the conditions set forth in the Indenture, the Notes and the Option Materials. The Notes are convertible into cash and, at the Company's option, shares of the Company's common stock. The Company maintains its principal executive offices at 1111 Louisiana, Houston, Texas 77002. The Company's telephone number at that address is (713) 207-1111. As permitted by General Instruction F to Schedule T0, all of the information set forth in the Option Materials is incorporated by reference into this Schedule T0.

ITEM 10. FINANCIAL STATEMENTS.

The Company believes that its financial condition is not material to a holder's decision whether to put the Notes to the Company because (1) the consideration being paid to holders surrendering Notes consists solely of cash, (2) the Option is not subject to any financing conditions, (3) the Option applies to all outstanding Notes and (4) the Company is a public reporting company under Section 13(a) or 15(d) of the Exchange Act that files reports electronically on EDGAR. The financial condition and results of operations of the Company and its subsidiaries are reported electronically on EDGAR on a consolidated basis.

ITEM 11. ADDITIONAL INFORMATION.

- (a) Agreements, Regulatory Requirements and Legal Proceedings. Not applicable.
- (b) Other Material Information. Not applicable.

ITEM 12. EXHIBITS.

- (a)(1)(A) -- Company Notice to Holders of CenterPoint Energy, Inc.'s 2.875% Convertible Senior Notes due 2024, dated December 14, 2006.
- (a)(1)(B) -- Form of Purchase Notice.
- (a)(1)(C) -- Form of Notice of Withdrawal.
- (a)(1)(D) -- Substitute Form W-9.

- (a)(1)(E) -- Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
- (a)(5)(A) -- Company Press Release dated December 14, 2006 (incorporated by reference to Exhibit 99.1 to the Company's Current Report on Form 8-K dated December 14, 2006).
- (b) -- \$1,200,000,000 Amended and Restated Credit Agreement dated as of March 31, 2006 among the Company, Citibank, N.A., as Syndication Agent, Barclays Bank PLC, Bank of America, National Association and Credit Suisse, Cayman Islands Branch, as Co-Documentation Agents, JPMorgan Chase Bank, N.A., as Administrative Agent, J.P. Morgan Securities Inc. and Citigroup Global Markets Inc., as Joint Lead Arrangers and Bookrunners, and the banks named therein (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated March 31, 2006).
- (d)(1) -- Indenture, dated as of May 19, 2003, between the Company Inc. and the Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated May 19, 2003).
- (d)(2) -- Supplemental Indenture No. 4 dated as of December 17, 2003 between the Company and the Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated December 10, 2003).
- (d)(3) -- Supplemental Indenture No. 5, dated as of December 13, 2004, between the Company and the Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated December 9, 2004).
- (g) -- Not applicable.
- (h) -- Not applicable.

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 14, 2006

CENTERPOINT ENERGY, INC.

By: /s/ James S. Brian

James S. Brian
Senior Vice President and Chief
Accounting Officer

INDEX TO EXHIBITS

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- (d)(2) -- Supplemental Indenture No. 4 dated as of December 17, 2003 between the Company and the Trustee (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K dated December 10, 2003).
- (d)(3) -- Supplemental Indenture No. 5, dated as of December 13, 2004, between the Company and the Trustee (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K dated December 9, 2004).
- (g) -- Not applicable.
- (h) -- Not applicable.

COMPANY NOTICE

TO THE HOLDERS OF
CENTERPOINT ENERGY, INC.
2.875% CONVERTIBLE SENIOR NOTES DUE 2024
CUSIP NUMBERS: 15189TAK3 AND 15189TAL1*

Reference is hereby made to the Indenture dated as of May 19, 2003 (the "Original Indenture") by and between CenterPoint Energy, Inc. (the "Company") and The Bank of New York Trust Company, National Association (successor to JPMorgan Chase Bank), as Trustee (the "Trustee"), as amended and supplemented by Supplemental Indenture No. 4 dated as of December 17, 2003 ("Supplemental Indenture No. 4") and Supplemental Indenture No. 5 dated as of December 13, 2004 ("Supplemental Indenture No. 5") (such Original Indenture, as amended and supplemented by Supplemental Indenture No. 4 and Supplemental Indenture No. 5, the "Indenture"), under which the 2.875% Convertible Senior Notes due 2024 of the Company (the "Notes") were issued.

In accordance with the Indenture, at the option of each holder of the Notes, the Notes will be purchased by the Company for \$1,000 in cash per \$1,000 principal amount of the Notes plus accrued and unpaid interest to the Purchase Date, as defined below (the "Purchase Price"), subject to the terms and conditions of the Indenture, the Notes and this Company Notice and related offer materials, as amended and supplemented from time to time (the "Offer"). You may surrender all of your Notes, a portion of your Notes or none of your Notes for purchase. Notes surrendered for purchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof. The amount of interest that will be payable with respect to the Notes on the Purchase Date is \$14.375 per \$1,000 principal amount of the Notes. Any Note purchased by the Company will be paid for in cash. Unless the Company defaults in making payment of the Purchase Price, interest on purchased Notes will cease to accrue on and after the Purchase Date. Holders may surrender their Notes at any time during the period beginning on Thursday, December 14, 2006 and expiring at 5:00 p.m., New York City time, on Friday, January 12, 2007. This Company Notice is being sent pursuant to the provisions of Section 701 of the Indenture. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Indenture.

To accept the Offer to purchase the Notes and receive payment of the Purchase Price, you must validly surrender the Notes and the enclosed Purchase Notice (the "Purchase Notice") to the Paying Agent (and not have withdrawn such surrendered Notes and the Purchase Notice), before 5:00 p.m., New York City time, on Friday, January 12, 2007. Under the Indenture and the Notes, the purchase date with respect to the offer is Monday, January 15, 2007 (the "Purchase Date"). A Purchase Notice may be withdrawn at any time before 5:00 p.m., New York City time, on Friday, January 12, 2007. The Company will forward to the Paying Agent, before 10:00 a.m., New York City time, on Tuesday, January 16, 2007, the appropriate amount of cash required to pay the total Purchase Price for the validly surrendered Notes, and the Paying Agent will promptly distribute the cash to the holders. Under the terms of the Indenture, because Monday, January 15, 2007 is not a business day, no interest will accrue for the period from and after the Purchase Date to the payment date of Tuesday, January 16, 2007, which is the next succeeding business day.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The Trustee serves as the Paying Agent and the Conversion Agent under the Indenture with respect to the Notes. The address of the Trustee is as follows:

Mail:

Express Delivery:

Hand Delivery:

The Bank of New York Trust Company, N.A.
Global Corporate Trust
P.O. Box 2320
Dallas, TX 75221-2320

The Bank of New York Trust Company, N.A.
Global Corporate Trust
2001 Bryan Street, 9th Floor
Dallas, TX 75201

The Bank of New York Trust Company, N.A.
c/o JPMorgan Chase Bank
Global Corporate Trust
4 New York Plaza - 1st Floor
New York, NY 10004-2413

Dated: December 14, 2006

THE BANK OF NEW YORK TRUST COMPANY,
NATIONAL ASSOCIATION,
TRUSTEE, on behalf of CenterPoint Energy, Inc.

NOTICE: Copies of this Company Notice may be obtained from the Paying Agent at its address set forth above.

* These CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the holders of the Notes. Neither the Company nor the Trustee shall be responsible for the selection or use of these CUSIP Numbers, nor is any representation made as to their correctness on the Notes or as indicated in this notice.

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No person has been authorized to give any information or to make any representations other than those contained in this Company Notice and the accompanying Purchase Notice and, if given or made, such information or representations must not be relied upon as having been authorized. This Company Notice and the accompanying Purchase Notice do not constitute an offer to buy or the solicitation of an offer to sell Notes in any circumstances or jurisdiction in which such offer or solicitation is unlawful. The delivery of this Company Notice shall not under any circumstances create any implication that the information contained herein is current as of any time subsequent to the date of such information. None of the Company or its board of directors or employees are making any representation or recommendation to any holder as to whether to surrender such holder's Notes. You should consult your own financial and tax advisors and must make your own decision as to whether to surrender your Notes for purchase and, if so, the amount of Notes to surrender.

SUMMARY TERM SHEET

The following are answers to some of the questions that you may have about the Offer. To understand the Offer fully and for a more complete description of the terms of the Offer, we urge you to read carefully the remainder of this Company Notice and the accompanying Purchase Notice because the information in this summary is not complete and those documents contain additional important information.

- WHO IS OFFERING TO PURCHASE MY NOTES?

CenterPoint Energy, Inc., a Texas corporation, is offering to purchase all outstanding 2.875% Convertible Senior Notes due 2024 issued by it that are surrendered for purchase at the option of the holder thereof. As of December 14, 2006, \$255 million aggregate principal amount of Notes are outstanding.

- WHY IS THE COMPANY MAKING THE OFFER?

The Company is required to make the offer under the terms of the Indenture and the Notes.

- HOW MUCH IS THE COMPANY OFFERING TO PAY?

Under the terms of the Indenture, the Company will pay, in cash, a Purchase Price of \$1,000 per \$1,000 principal amount of the Notes plus accrued and unpaid interest to the Purchase Date with respect to any and all Notes validly surrendered for purchase and not withdrawn. The amount of interest that will be payable with respect to the Notes on the Purchase Date is \$14.375 per \$1,000 principal amount of the Notes.

- WHAT IS THE FORM OF PAYMENT?

The Company is required to pay the Purchase Price in cash under the terms of the Indenture and the Notes.

- ARE THE NOTES CONVERTIBLE INTO STOCK?

Each Note is convertible at any time, at the option of the holder and so long as specified conditions are met, into cash or, at the Company's option, a combination of cash and shares of the Company's common stock, par value \$0.01 per share, at a conversion rate of 79.8969 shares of the Company's common stock per \$1,000 principal amount of Notes, which is equivalent to a conversion price of \$12.52 per share of the Company's common stock. This conversion rate is subject to adjustment in certain events. As a holder of Notes, you may surrender Notes for conversion at any time prior to maturity, unless they have been previously purchased or redeemed, in the following circumstances:

- during any calendar quarter if the last reported sale price of the Company's common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the previous calendar quarter, is greater than or equal to 120% of the conversion price per share of the Company's common stock on such last trading day;
- if the Notes have been called for redemption;
- upon the occurrence of specified corporate transactions described in the Indenture; or
- during any period in which the credit ratings assigned to the Notes by both Moody's Investors Service, Inc. and Standard & Poor's Ratings Services are lower than Ba2 and BB, respectively, or the Notes are no longer rated by at least one of these rating services or their successors.

Based on the trading price of the Company's common stock during the current calendar quarter, the Company expects that the Notes will become convertible on January 1, 2007. The Company will satisfy its conversion obligation by paying an amount in cash equal to the lesser of the aggregate principal amount of Notes converted and the Company's conversion obligation, and, at the Company's option, by delivering cash, shares of the Company's common stock or a combination thereof to the extent that the conversion obligation exceeds the aggregate principal amount of Notes being converted.

- HOW CAN I DETERMINE THE MARKET VALUE OF THE NOTES?

There is no established reporting system or market for trading in the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results and the market for similar securities. To the extent available, holders are urged to obtain current market quotations for the Notes before making any decision with respect to the Offer.

- WHAT DOES THE COMPANY'S BOARD OF DIRECTORS THINK OF THE OFFER?

The board has not made any recommendation as to whether you should surrender your Notes for purchase. You must make your own decision whether to surrender your Notes for purchase and, if so, the principal amount of Notes to surrender.

- WHEN DOES THE OFFER EXPIRE?

The Offer expires at 5:00 p.m., New York City time, on Friday, January 12, 2007. The Company does not plan to extend the period you have to accept the Offer unless required to do so by Federal securities laws.

- WHAT ARE THE CONDITIONS TO THE COMPANY'S PURCHASE OF THE NOTES?

Provided that the Company's purchase of validly surrendered Notes is not unlawful and no event of default under the Indenture has occurred and is continuing (other than an event of default that is cured by the payment of the Purchase Price), the purchase will not be subject to any conditions.

- HOW DO I SURRENDER MY NOTES?

To surrender your Notes for purchase pursuant to the Offer, you must deliver the required documents to The Bank of New York Trust Company, National Association, as Paying Agent, no later than 5:00 p.m., New York City time, on Friday, January 12, 2007.

HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

- A holder whose Notes are held in certificated form must properly complete and execute the Purchase Notice, and deliver the notice to the Paying Agent, with any other required documents and the certificates representing the Notes to be surrendered for purchase.
- A holder whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee must contact that nominee if that holder desires to surrender its Notes and instruct that nominee to surrender the Notes on the holder's behalf.
- A holder who is a DTC participant should surrender its Notes electronically through DTC's Automated Tenders over the Participant Terminal System ("PTS"), subject to the terms and procedures of that system.

- IF I SURRENDER, WHEN WILL I RECEIVE PAYMENT FOR MY NOTES?

The Company will accept for payment all validly surrendered Notes immediately upon expiration of the Offer. The Company will forward to the Paying Agent, before 10:00 a.m., New York City time, on Tuesday, January 16, 2007, the appropriate amount of cash required to pay the total Purchase Price for the validly surrendered Notes, and the Paying Agent will promptly distribute the cash to the holders. Under the terms of the Indenture, because Monday,

January 15, 2007 is not a business day, no interest will accrue for the period from and after the Purchase Date (January 15, 2007) to the payment date of Tuesday, January 16, 2007, which is the next succeeding business day.

- UNTIL WHAT TIME CAN I WITHDRAW PREVIOUSLY SURRENDERED NOTES?

You can withdraw previously surrendered Notes at any time before 5:00 p.m., New York City time, on Friday, January 12, 2007.

- HOW DO I WITHDRAW PREVIOUSLY SURRENDERED NOTES?

To withdraw previously surrendered Notes, you must deliver an executed written notice of withdrawal substantially in the form attached prior to 5:00 p.m., New York City time, on Friday, January 12, 2007. The notice of withdrawal must state:

- the principal amount of the withdrawn Notes;
- if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and
- the principal amount, if any, which remains subject to the original Purchase Notice.

HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE WITHDRAWAL PROCEDURES OF DTC.

- DO I NEED TO DO ANYTHING IF I DO NOT WISH TO SURRENDER MY NOTES FOR PURCHASE?

No. If you do not deliver a properly completed and duly executed Purchase Notice to the Paying Agent or surrender your Notes electronically through DTC's Automated Tenders over the PTS before the expiration of the Offer, the Company will not purchase your Notes pursuant to the Offer and your Notes will remain outstanding subject to their existing terms.

- IF I CHOOSE TO SURRENDER MY NOTES FOR PURCHASE, DO I HAVE TO SURRENDER ALL OF MY NOTES?

No. You may surrender all of your Notes, a portion of your Notes or none of your Notes for purchase. If you wish to surrender a portion of your Notes for purchase, however, you must surrender your Notes in a principal amount of \$1,000 or an integral multiple of \$1,000.

- IF I DO NOT SURRENDER MY NOTES FOR PURCHASE, WILL I CONTINUE TO BE ABLE TO EXERCISE MY CONVERSION RIGHTS?

Yes. If you do not surrender your Notes for purchase, your conversion rights will not be affected. You will continue to have the right to convert each \$1,000 principal amount of Notes into cash or, at the Company's option, a combination of cash and shares of the Company's common stock, subject to the terms, conditions and adjustments specified in the Indenture and the Notes. The Company will satisfy its conversion obligation by paying an amount in cash equal to the lesser of the aggregate principal amount of Notes converted and the Company's conversion obligation, and, at the Company's option, by delivering cash, shares of the Company's common stock or a combination thereof to the extent that the conversion obligation exceeds the aggregate principal amount of Notes being converted. The current conversion rate of the Notes is 79.8969 shares of the Company's common stock per \$1,000 principal amount of Notes, which is equivalent to a conversion price of \$12.52 per share of the Company's common stock.

- IF I AM A U.S. RESIDENT FOR U.S. FEDERAL INCOME TAX PURPOSES, WILL I HAVE TO PAY TAXES IF I SURRENDER MY NOTES FOR PURCHASE IN THE OFFER?

The receipt of cash in exchange for Notes pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. You should consult with your own tax advisor regarding the actual tax consequences to you.

- WHO IS THE PAYING AGENT?

The Bank of New York Trust Company, National Association, the trustee for the Notes, is serving as Paying Agent in connection with the Offer. Its address and telephone number are set forth on the front cover page of this Company Notice.

- WHO CAN I TALK TO IF I HAVE QUESTIONS ABOUT THE OFFER?

Questions and requests for assistance in connection with the surrender of Notes for purchase pursuant to the Offer may be directed to Mauri Cowen at The Bank of New York Trust Company, National Association at 713.483.6603.

IMPORTANT INFORMATION CONCERNING THE OFFER

1. INFORMATION CONCERNING THE COMPANY.

CenterPoint Energy, Inc., a Texas corporation, is offering to purchase its 2.875% Convertible Senior Notes due 2024. The Notes are convertible into cash or, at the Company's option, a combination of cash and shares of the Company's common stock, par value \$0.01 per share, subject to the terms, conditions and adjustments specified in the Indenture and the Notes.

The Company is a public utility holding company, created on August 31, 2002 as part of a corporate restructuring of Reliant Energy, Incorporated that implemented certain requirements of the Texas Electric Choice Plan.

The Company's operating subsidiaries own and operate electric transmission and distribution facilities, natural gas distribution facilities, interstate pipelines and natural gas gathering, processing and treating facilities. From time to time, the Company considers the acquisition or the disposition of assets or businesses. As of the date of this Company Notice, the Company's indirect wholly owned subsidiaries include:

- CenterPoint Energy Houston Electric, LLC, which engages in the electric transmission and distribution business in a 5,000-square mile area of the Texas Gulf Coast that includes Houston; and
- CenterPoint Energy Resources Corp., which owns gas distribution systems. The operations of its local distribution companies are conducted through two unincorporated divisions: Minnesota Gas and Southern Gas Operations. Through wholly owned subsidiaries, CenterPoint Energy Resources Corp. owns interstate natural gas pipelines and gas gathering systems and provides various ancillary services. Through a wholly owned subsidiary, CenterPoint Energy Resources Corp. also offers variable and fixed-price physical natural gas supplies primarily to commercial and industrial customers and electric and gas utilities.

The Company's principal executive offices are located at 1111 Louisiana, Houston, Texas 77002 (telephone number: (713) 207-1111). The Company's common stock is listed on the New York Stock Exchange under the symbol "CNP."

2. INFORMATION CONCERNING THE NOTES.

The Company issued the Notes under an Indenture dated as of May 19, 2003 by and between the Company and The Bank of New York Trust Company, National Association (successor to JPMorgan Chase Bank), as Trustee, as amended and supplemented by Supplemental Indenture No. 4 dated as of December 17, 2003 and Supplemental Indenture No. 5 dated as of December 13, 2004. The description of the Notes and the Indenture set forth under the caption "Description of the Notes" in the Company's prospectus dated April 30, 2004 are incorporated herein by reference. The description of conversion settlement in such prospectus, to the extent inconsistent, is modified by the description in Section 2.3 below. As of December 14, 2006, \$255 million aggregate principal amount of Notes are outstanding.

2.1. THE COMPANY'S OBLIGATION TO PURCHASE THE NOTES.

This Offer will expire at 5:00 p.m., New York City time, on Friday, January 12, 2007. The Company does not plan to extend the period holders of Notes have to accept the Offer unless required to do so by Federal securities law. If holders do not validly surrender their Notes before the expiration of the Offer, their Notes will remain outstanding subject to the existing terms of the Indenture and the Notes. Under the Indenture, the Company is obligated to purchase on Monday, January 15, 2007 (the "Purchase Date") all Notes validly surrendered for purchase and not withdrawn, at the holder's option, prior to the expiration of the Offer.

The purchase by the Company of validly surrendered Notes is not subject to any conditions other than (i) the absence of a continuing event of default under the Indenture (other than an event of default that is cured by the payment of the Purchase Price) and (ii) the purchase being lawful.

If any Notes remain outstanding following expiration of the Offer, the Company will become obligated to purchase the Notes for cash, at the option of the holders, in whole or in part, on January 15, 2012 and January 15, 2017 at a purchase price of \$1,000 per \$1,000 principal amount of the Notes plus accrued and unpaid interest to the applicable purchase date.

2.2. PURCHASE PRICE.

Under the Indenture and the Notes, the Purchase Price that will be paid for the Notes is \$1,000 per \$1,000 principal amount of the Notes plus accrued and unpaid interest to the Purchase Date. The amount of interest that will be payable with respect to the Notes on the Purchase Date is \$14.375 per \$1,000 principal amount of the Notes. The Purchase Price will be paid in cash with respect to any and all Notes validly surrendered for purchase and not withdrawn prior to the expiration of the Offer. Notes surrendered for purchase will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof.

The Purchase Price is based solely on the requirements of the Indenture and the Notes and bears no relationship to the market price of the Notes or of the Company's common stock. Accordingly, the Purchase Price may be significantly higher or lower than the current market price of the Notes. Holders of Notes are urged to obtain the best available information as to the potential current market prices of the Notes, to the extent available, and the Company's common stock before making a decision whether to surrender their Notes for purchase.

None of the Company or its board of directors or employees is making any recommendation to holders as to whether to surrender or refrain from surrendering Notes for purchase pursuant to this Company Notice. Each holder must make its own decision whether to surrender its Notes for purchase and, if so, the principal amount of Notes to surrender based on that holder's assessment of the current market value of the Notes and the Company's common stock and other relevant factors.

2.3. CONVERSION RIGHTS OF NOTES.

The Notes are convertible into cash or, at the Company's option, a combination of cash and shares of the Company's common stock. The current conversion rate of the Notes is 79.8969 shares of the Company's common stock per \$1,000 principal amount of the Notes, subject to the terms, conditions and adjustments specified in the Indenture and in the Notes, which is equivalent to a conversion price of \$12.52 per share of the Company's common stock. A holder may convert fewer than all of such holder's Notes so long as the Notes converted are an integral multiple of \$1,000 principal amount of the Notes. The Trustee, whose address appears on the cover of this Purchase Notice, is currently acting as Conversion Agent for the Notes. Holders that do not surrender their Notes for purchase pursuant to the Offer will maintain the right to convert their Notes, subject to the terms, conditions and adjustments specified in the Indenture and in the Notes.

Holders may surrender Notes for conversion prior to stated maturity only in the following circumstances:

- during any calendar quarter (and only during such calendar quarter) if the last reported sale price of the Company's common stock for at least 20 trading days during the period of 30 consecutive trading days ending on the last trading day of the previous calendar quarter, is greater than or equal to 120% of the conversion price per share of the Company's common stock on such last trading day;
- if the Notes have been called for redemption;
- upon the occurrence of specified corporate transactions described in the Indenture; or
- during any period in which the credit ratings assigned to the Notes by both Moody's Investors Service, Inc. and Standard & Poor's Ratings Services are lower than Ba2 and BB, respectively, or the Notes are no longer rated by at least one of these rating services or their successors.

Based on the trading price of the Company's common stock during the current calendar quarter, the Company expects that the Notes will become convertible on January 1, 2007. Upon conversion, the Company will satisfy its obligations under the Indenture by delivering, at the Company's option, either cash or a combination of cash and shares of the Company's common stock. The Company's conversion obligation will equal the product of:

- (x) the aggregate principal amount of Notes to be converted by a holder divided by 1,000 multiplied by (y) the conversion rate in effect on the date the holder submits the Notes for conversion and complies with the requirements of the Indenture, and
- the average of the Last Reported Sale Prices (as defined in the Indenture) of the Company's common stock for the five trading day period commencing on the third trading day following the date the holder submits the Notes for conversion and complies with the requirements of the Indenture (the "Applicable Stock Price").

The Company will satisfy its conversion obligation by paying an amount in cash equal to the lesser of the aggregate principal amount of Notes converted and the Company's conversion obligation, and, at the Company's option, by delivering cash, shares of the Company's common stock or a combination thereof to the extent that the conversion obligation exceeds the aggregate principal amount of Notes being converted. The number of shares of the Company's common stock to be delivered, if any, will be equal to the dollar amount of the conversion obligation to be satisfied through delivery of shares divided by the Applicable Stock Price. The Company will deliver cash in lieu of any fractional shares.

Within two business days following the date the holder submits the Notes for conversion and complies with the requirements of the Indenture, the holder will be notified of the dollar amount of the cash payment to be received. During the two business day period after such notification, the holder may withdraw its conversion request by notice to the Trustee.

A holder wishing to exercise its conversion right must

- complete the conversion notice on the back of the Notes and deliver such notice to the Conversion Agent;
- surrender the Notes to the Conversion Agent;
- furnish appropriate endorsements and transfer documents, if required by the Conversion Agent; and
- pay any transfer or similar tax, if required.

A form of conversion notice is available from the Conversion Agent.

If a holder has already delivered a Purchase Notice with respect to a Note, the holder may not surrender that Note for conversion until the holder has validly withdrawn the Purchase Notice before the expiration of the Offer in accordance with the Indenture and as described in Section 4 below.

2.4. MARKET FOR THE NOTES AND THE COMPANY'S COMMON STOCK.

There is no established reporting system or trading market for trading in the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate widely depending on trading volume, the balance between buy and sell orders, prevailing interest rates, the Company's operating results and the market for similar securities. The Notes are held through DTC, and Cede & Co., as nominee of DTC, is the sole record holder of the Notes.

Each Note is convertible at any time, at the option of the holder, into cash or, at the Company's option, a combination of cash and shares of the Company's common stock at a conversion rate of 79.8969 shares of the Company's common stock per \$1,000 principal amount, which is equivalent to a conversion price of \$12.52 per share of the Company's common stock. This conversion rate is subject to adjustment in certain events. The Company will satisfy its conversion obligation by paying an amount in cash equal to the lesser of the aggregate principal amount of Notes converted and the Company's conversion obligation, and, at the Company's option, by delivering cash, shares of the Company's common stock or a combination thereof to the extent that the conversion obligation exceeds the aggregate principal amount of Notes being converted. The Company's common stock is listed on the New York Stock Exchange under the symbol "CNP." The following table sets for the high and low closing prices of the Company's common stock on the NYSE composite tape during the period indicated, as reported by Bloomberg, since January 1, 2004.

	PRICE	
	HIGH	LOW
2004		
First Quarter	\$11.43	\$ 9.72
Second Quarter	11.88	10.25
Third Quarter	12.21	10.02
Fourth Quarter	11.34	10.41
2005		
First Quarter	12.61	10.65
Second Quarter	13.21	11.68
Third Quarter	15.13	13.04
Fourth Quarter	14.82	12.65
2006		
First Quarter	13.28	11.92
Second Quarter	12.50	11.73
Third Quarter	14.55	12.55
Fourth Quarter (through December 13, 2006) ..	16.38	14.22

On December 13, 2006, the last reported sales price of the Company's common stock on the NYSE was \$16.38 per share. As of October 31, 2006, there were 312,839,095 shares of the Company's common stock outstanding. We urge you to obtain current market information for the Notes, to the extent available, and the Company's common stock before making any decision to surrender your Notes pursuant to the Offer.

2.5. REDEMPTION.

Under the terms of the Indenture, on or after January 15, 2007, the Company may redeem the Notes, in whole or in part, for cash at a price equal to the principal amount plus accrued and unpaid interest to the redemption date. Based on the current trading price of the Company's common stock, the Company intends to redeem any Notes that remain outstanding after the expiration of the Offer as soon as practicable after the Company may do so under the Indenture and applicable Federal securities laws.

2.6. FUNDAMENTAL CHANGE.

If a Fundamental Change (as defined in the Indenture) occurs at any time prior to January 15, 2007, holders may require the Company to purchase their Notes for cash at a purchase price equal to the principal amount plus accrued and unpaid interest to the purchase date.

2.7. RANKING.

The Notes are unsecured and unsubordinated obligations of the Company. The Notes rank equal in right of payment with all of the Company's existing and future unsecured and unsubordinated indebtedness. The Notes are effectively subordinated to all existing and future indebtedness and other liabilities of the Company's subsidiaries.

3. PROCEDURES TO BE FOLLOWED BY HOLDERS ELECTING TO SURRENDER NOTES FOR PURCHASE.

Holders will not be entitled to receive the Purchase Price for their Notes unless they validly surrender and do not withdraw their Notes before the expiration of the Offer. Only registered holders are authorized to surrender their Notes for purchase. Holders may surrender some or all of their Notes; however, any Notes surrendered must be in \$1,000 principal amount or an integral multiple thereof.

If holders do not validly surrender their Notes before the expiration of the Offer, their Notes will remain outstanding subject to the terms of the Notes.

3.1. METHOD OF DELIVERY.

The method of delivery of Notes, the related Purchase Notice and all other required documents, including delivery through DTC and acceptance through DTC's Participant Terminal System ("PTS"), is at the election and risk of the person surrendering such Notes and delivering such Purchase Notice and, except as expressly otherwise provided in the Purchase Notice, delivery will be deemed made only when actually received by the Paying Agent. The date of any postmark or other indication of when a Note or the Purchase Notice was sent will not be taken into account in determining whether such materials were timely received. If delivery is by mail, it is suggested that holders use properly insured, registered mail with return receipt requested, and that holders mail the required documents sufficiently in advance of Friday, January 12, 2007 to permit delivery to the Paying Agent before the expiration of the Offer.

3.2. PURCHASE NOTICE.

The Indenture requires that the Purchase Notice contain:

- if certificated Notes have been issued, the certificate numbers of the Notes;
- the portion of the principal amount of Notes to be purchased, in integral multiples of \$1,000; and
- that the Notes are to be purchased by the Company pursuant to the applicable provisions of the Notes and the Indenture.

A form of purchase notice is enclosed.

3.3. DELIVERY OF NOTES.

Notes in Certificated Form. To receive the Purchase Price, holders of Notes in certificated form must deliver to the Paying Agent the Notes to be surrendered for purchase and the accompanying Purchase Notice, or a copy thereof, before the expiration of the Offer.

Notes Held Through a Custodian. A holder whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee must contact such nominee if such holder desires to surrender its Notes and instruct such nominee to surrender the Notes for purchase on the holder's behalf.

Notes in Global Form. A holder who is a DTC participant may elect to surrender to the Company its beneficial interest in its Notes by:

- delivering to the Paying Agent's account at DTC through DTC's book-entry system its beneficial interest in the Notes before the expiration of the Offer; and
- electronically transmitting its acceptance through DTC's PTS, subject to the terms and procedures of that system.

In surrendering through PTS, the electronic instructions sent to DTC by the holder, and transmitted by DTC to the Paying Agent, will acknowledge, on behalf of DTC and the holder, receipt by the holder of and agreement to be bound by the Purchase Notice.

NOTES AND THE PURCHASE NOTICE MUST BE DELIVERED TO THE PAYING AGENT TO COLLECT PAYMENT. DELIVERY OF DOCUMENTS TO DTC OR THE COMPANY DOES NOT CONSTITUTE DELIVERY TO THE PAYING AGENT.

HOLDERS THAT SURRENDER THROUGH DTC NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH DTC'S TRANSMITTAL PROCEDURES.

4. RIGHT OF WITHDRAWAL.

Notes surrendered for purchase may be withdrawn at any time before the expiration of the Offer. In order to withdraw previously surrendered Notes, holders must either comply with DTC's withdrawal procedures or deliver to the Paying Agent an executed written notice of withdrawal substantially in the form attached prior to 5:00 p.m., New York City time, on Friday, January 12, 2007. The notice of withdrawal must state:

- the principal amount of the withdrawn Notes;
- if certificated Notes have been issued, the certificate numbers of the withdrawn Notes; and
- the principal amount, if any, which remains subject to the original Purchase Notice.

The signature on the notice of withdrawal must be guaranteed by an Eligible Guarantor Institution (as defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") unless such Notes have been surrendered for purchase for the account of an Eligible Guarantor Institution. Any properly withdrawn Notes will be deemed not validly surrendered for purposes of the Offer. Notes withdrawn from the Offer may be resurrendered by following the surrender procedures described above.

HOLDERS THAT WITHDRAW THROUGH DTC NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH DTC'S WITHDRAWAL PROCEDURES.

5. PAYMENT FOR SURRENDERED NOTES.

The Company will forward to the Paying Agent, before 10:00 a.m., New York City time, on Tuesday, January 16, 2007, the appropriate amount of cash required to pay the total Purchase Price for the Notes validly surrendered for purchase and not withdrawn, and the Paying Agent will promptly distribute the cash to the holders. Under the terms of the Indenture, no interest will accrue for the period from and after the Purchase Date to the payment date of Tuesday, January 16, 2007, which is the next succeeding business day. Each holder of a beneficial interest in the Notes that has properly delivered such beneficial interest for purchase by the Company through DTC and not validly withdrawn such delivery before the expiration of the Offer will receive the Purchase Price promptly after such distribution.

The total amount of funds required by the Company to purchase all of the Notes is approximately \$258.7 million (assuming all of the Notes are validly surrendered for purchase and accepted for payment). In the event any Notes are surrendered and accepted for payment, the Company intends to either borrow under its \$1.2 billion five-year senior unsecured revolving credit facility or issue commercial paper.

Citibank, N.A. acts as syndication agent, Barclays Bank PLC, Bank of America, National Association and Credit Suisse, Cayman Islands Branch act as co-documentation agents and JPMorgan Chase Bank, N.A. acts as administrative agent with respect to the Company's revolving credit facility. The facility, which matures on March 31, 2011, has a first drawn cost of London Interbank Offered Rate (LIBOR) plus 60 basis points based on the Company's current credit ratings. The current effective annual interest rate on borrowings under the facility is 6.0%. The facility contains covenants, including a debt (excluding transition bonds) to earnings before interest, taxes, depreciation and amortization covenant.

Under the credit facility, an additional utilization fee of 10 basis points applies to borrowings any time more than 50% of the facility is utilized, and the spread to LIBOR fluctuates based on the Company's credit rating. Borrowings under the facility are subject to customary terms and conditions. However, there is no requirement that the Company make representations prior to borrowings as to the absence of material adverse changes or litigation that could be expected to have a material adverse effect. Borrowings under the credit facility are subject to acceleration upon the occurrence of events of default that the Company considers customary.

The Company has been issuing unsecured commercial paper notes under its \$1.0 billion commercial paper program since June 2005. As of the date of this Company Notice, the Company has no commercial paper outstanding. JPMorgan Chase Bank, N.A. acts as issuing and paying agent with respect to the Company's commercial paper program. Commercial paper notes issued under the Company's commercial paper program will be issued at prevailing market rates consistent with the maturity of such notes and the Company's credit rating, and will have a maturity of up to 364 days from the date of issuance. The Company's commercial paper program is supported by its revolving credit facility described above.

The Company plans to repay any borrowings under its revolving credit facility or in connection with the issuance of any commercial paper relating to payment of the Purchase Price with proceeds of issuances of securities registered on the Company's shelf registration statement on Form S-3 (File No. 333-116246) under the Securities Act of 1933, as amended.

6. NOTES ACQUIRED.

Any Notes that are purchased by the Company pursuant to the Offer will be canceled by the Trustee, pursuant to the terms of the Indenture.

7. PLANS OR PROPOSALS OF THE COMPANY.

Except as described in this document, there presently are no plans or proposals that relate to or would result in:

- (1) any extraordinary transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- (2) any repurchase, sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- (3) any material change in the present dividend rate or policy, or indebtedness or capitalization of the Company;
- (4) any change in the present board of directors or management of the Company, including, but not limited to, any plans or proposals to change the number or the term of directors or to fill any existing vacancies on the board or to change any material term of the employment contract of any executive officer; however, routinely throughout the year, the Governance Committee of the Company's board of directors considers nominating individuals for election to the Company's board of directors, whether at the Company's annual meeting of shareholders, to fill vacancies that may occur or to serve as additions to the Company's board of directors;
- (5) any other material change in the Company's corporate structure or business;
- (6) any class of equity security of the Company to be delisted from a national securities exchange or cease to be authorized to be quoted in an automated quotation system operated by a national securities association;
- (7) any class of equity security of the Company becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
- (8) the suspension of the Company's obligation to file reports under Section 15(d) of the Exchange Act;
- (9) the acquisition by any person of additional securities of the Company, or the disposition of securities of the Company; or
- (10) any changes in the Company's articles of incorporation, bylaws or other governing instruments or other actions that could impede the acquisition of control of the Company.

8. INTERESTS OF DIRECTORS, EXECUTIVE OFFICERS AND AFFILIATES OF THE COMPANY IN THE NOTES.

To the knowledge of the Company:

- none of the Company or its executive officers, directors, subsidiaries or other affiliates has any beneficial interest in the Notes;
- none of the officers or directors of the subsidiaries of the Company has any beneficial interest in the Notes;
- the Company will not purchase any Notes from such persons; and

- during the 60 days preceding the Purchase Date, neither the Company nor, to its knowledge, any of its executive officers, directors or affiliates have engaged in any transactions in the Notes.

A list of the directors and executive officers of the Company is attached to this Company Notice as Annex A.

Neither the Company nor, to its knowledge, any of its affiliates, directors or executive officers is a party to any contract, arrangement, understanding or agreement with any other person relating, directly or indirectly, to the Offer or with respect to any of the securities of the Company including, but not limited to, any contract, arrangement, understanding or agreement concerning the transfer or the voting of the securities, joint ventures, loan or option arrangement, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies, consents or authorizations.

Certain directors and executive officers of the Company and its affiliates are parties to ordinary course stock option plans and arrangements involving the Company's common stock, as disclosed by the Company before the date of this Company Notice.

9. PURCHASES OF NOTES BY THE COMPANY AND ITS AFFILIATES.

Each of the Company and its affiliates, including its executive officers and directors, are prohibited under applicable federal securities laws from purchasing Notes (or the right to purchase Notes) other than through the Offer until at least the tenth business day after the Purchase Date. Following that time, if any Notes remain outstanding, the Company and its affiliates may purchase the Notes in the open market, in private transactions, through a subsequent tender offer or otherwise, any of which may be consummated at purchase prices higher or lower than the Purchase Price to be paid pursuant to the Offer. Any decision to purchase Notes after the Offer, if any, will depend upon many factors, including the market price of the Notes, the amount of Notes surrendered for purchase pursuant to the Offer, the market price of the Company's common stock, the business and financial position of the Company and general economic and market conditions.

Under the terms of the Indenture, on or after January 15, 2007, the Company may redeem the Notes, in whole or in part, for cash at a price equal to the principal amount plus accrued and unpaid interest to the redemption date. Based on the current trading price of the Company's common stock, the Company intends to redeem any Notes that remain outstanding after the expiration of the Offer as soon as practicable after the Company may do so under the Indenture and applicable Federal securities laws.

10. MATERIAL UNITED STATES TAX CONSEQUENCES.

The following discussion is a summary of the material U.S. federal income tax considerations relating to the surrender of the Notes for purchase pursuant to the Offer. This discussion does not purport to be a complete analysis of all potential tax effects of the Offer. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change or differing interpretations at any time, possibly with retroactive effect. Moreover, this summary applies only to holders who hold Notes as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"), and does not purport to deal with persons in special tax situations, such as financial institutions, insurance companies, regulated investment companies, tax exempt investors, dealers in securities and currencies, U.S. expatriates or former long-term residents, persons holding Notes as a position in a "straddle," "hedge," "conversion" or other integrated transaction for tax purposes, persons who own, directly or indirectly, 10% or more of our voting power, U.S. Holders (as defined below) whose functional currency is not the U.S. dollar, and partnerships. The tax treatment of a partnership that holds Notes will generally depend on the status of the partners and the activities of the partnership. Holders that are partnerships should consult their own tax advisors about the U.S. federal income tax consequences of surrendering Notes pursuant to the Offer. Further, this discussion does not address the consequences under U.S. federal estate or gift tax laws or the laws of any U.S. state or locality or any foreign jurisdiction.

For purposes of this discussion, a "U.S. Holder" means a beneficial owner of Notes that is, for U.S. federal income tax purposes: a citizen or resident of the United States; a corporation (or other entity that has elected to be treated as a corporation) created or organized in or under the laws of the United States or any political subdivision thereof; an estate the income of which is subject to U.S. federal income tax regardless of its source; a trust if a court within the United States is

able to exercise primary jurisdiction over its administration and one or more U.S. persons have authority to control all of its substantial decisions; and certain electing trusts that were in existence and treated as U.S. trusts on August 20, 1996. As used herein, the term "non-U.S. Holder" means a beneficial owner of Notes, other than a partnership, that is not a U.S. Holder as defined above.

Classification of the Notes. Although the proper treatment is not entirely free from doubt, the Company treats the Notes as indebtedness for United States federal income tax purposes and takes the position that the Notes are subject to the special regulations governing contingent payment debt instruments (the "CPDI regulations"). Pursuant to the terms of the Indenture, the Company and each holder of the Notes have agreed, for United States federal income tax purposes, to treat the Notes as debt instruments that are subject to the CPDI regulations, and the remainder of this discussion assumes that the Notes are so treated. In addition, under the Indenture, each holder will be deemed to have agreed to accrue interest with respect to the Notes as original issue discount for United States federal income tax purposes according to the "noncontingent bond method," set forth in section 1.1275-4(b) of the CPDI regulations, using a comparable yield compounded semiannually and a projected payment schedule determined by us. The application of the CPDI regulations to instruments such as the Notes is uncertain in several respects, and, as a result, no assurance can be given that the IRS or a court will agree with the treatment described herein. Any differing treatment could affect the amount, timing and character of income, gain or loss in respect of an investment in the Notes. Holders should consult their tax advisors concerning the tax treatment of disposing of the Notes.

Sale of Notes Pursuant to the Offer. A U.S. Holder who receives cash in exchange for Notes pursuant to the Offer will recognize taxable gain or loss equal to the difference between (a) the amount of cash received and (b) the U.S. Holder's adjusted tax basis in the Notes surrendered. A U.S. holder's adjusted tax basis in a Note will generally be equal to the U.S. holder's original purchase price for the Note, increased by any interest income previously accrued by the U.S. holder (determined without regard to any adjustments to interest accruals required under section 1.1275-4(b) of the CPDI regulations, other than adjustments to reflect a U.S. Holder's purchase of the Notes at a discount or premium, if any, to the adjusted issue price), and decreased by the amount of any projected payments projected to have been made through such date in respect of the Notes to the U.S. holder (without regard to the actual amount paid). Gain recognized upon an exchange of Notes for cash pursuant to the Offer will generally be treated as ordinary interest income; any loss will be ordinary loss to the extent of interest previously included in income, and thereafter, capital loss (which will be long-term if the Note is held for more than one year). The deductibility of capital losses is subject to limitations. Payments for accrued interest not previously included in income will be treated as ordinary interest income.

A non-U.S. Holder who receives cash in exchange for Notes pursuant to the Offer generally will not be subject to U.S. federal income tax on the cash received, provided that:

- the gain is not effectively connected with the conduct by such non-U.S. Holder of a trade or business in the United States or, in the case of certain treaty residents, is not attributable to a permanent establishment or a fixed base in the United States,
- the non-U.S. Holder does not actually or constructively own 10% or more of the total combined voting power of all classes of the Company's common stock,
- the non-U.S. Holder is not a controlled foreign corporation that is related to the Company within the meaning of the Code, and
- the U.S. payor does not have actual knowledge or reason to know that the holder is a "United States person" (as defined in section 7701(a)(30) of the Code) and either (1) the beneficial owner of the Notes certifies to the applicable payor or its agent, under penalties of perjury, that it is not a United States person and provides its name and address on Internal Revenue Service Form W-8BEN (or a suitable substitute form), or (2) a securities clearing organization, bank or other financial institution, that holds customers' securities in the ordinary course of its trade or business (a "financial institution") and holds the Notes, certifies under penalties of perjury that a Form W-8BEN (or a suitable substitute form) has been received from the beneficial owner by it or by a financial institution between it and the beneficial owner and furnishes the payor with a copy of the form or the U.S. payor otherwise possesses documentation upon

which it may rely to treat the payment as made to a person other than a United States person in accordance with U.S. Treasury regulations.

Backup Withholding. Under the backup withholding provisions of the Code, a U.S. Holder who surrenders Notes for purchase will generally be subject to backup withholding at the rate of 28% of any gross payment if such holder fails to provide a certified Taxpayer Identification Number (Employer Identification Number or Social Security Number). A U.S. Holder who provides a certified Taxpayer Identification Number may nevertheless be subject to backup withholding on the portion of the payment representing accrued interest, if the Company has been notified by the Internal Revenue Service that such U.S. Holder is currently subject to backup withholding as a result of a failure to report all interest or dividends or if such U.S. Holder fails to certify to the Company that such U.S. Holder has not been so notified. U.S. Holders electing to surrender Notes should complete a Substitute Form W-9 and attach it to the Notes being surrendered. If you are a U.S. Holder exempt from backup withholding under the Code, please provide your Taxpayer Identification Number and so indicate on the Substitute Form W-9.

If a non-U.S. Holder holds Notes through the non-U.S. office of a non-U.S. related broker or financial institution, backup withholding and information reporting generally will not be required. Information reporting, and possibly backup withholding, may apply if the Notes are held by a non-U.S. Holder through a U.S. broker or financial institution or the U.S. office of a non-U.S. broker or financial institution and the non-U.S. Holder fails to provide appropriate information (on Internal Revenue Service Form W-8BEN or other applicable form). Non-U.S. Holders should consult their tax advisors with respect to the application of U.S. information reporting and backup withholding rules to the disposition of Notes pursuant to the Offer.

U.S. federal income tax considerations which are in addition to or different from those just described may apply to holders in special circumstances. The Company recommends that holders consult with their tax and financial advisors with respect to the tax consequences of surrendering Notes for purchase, including the applicability and effect of state, local and non-U.S. tax laws, before surrendering their Notes for purchase.

11. ADDITIONAL INFORMATION.

The Company is subject to the reporting and other informational requirements of the Exchange Act and, in accordance therewith, files annual, quarterly and special reports, proxy statements and other information with the SEC. You can read and copy any materials that the Company files with the SEC at the SEC's public reference room at 100 F Street, NE, Washington, D.C. 20549. You can obtain information about the operation of the SEC's public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website (<http://www.sec.gov>) that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. You can obtain information about the Company at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005.

The Company has filed with the SEC a Tender Offer Statement on Schedule TO under Section 13(e)(4) of the Exchange Act and Rule 13e-4 of the SEC, furnishing certain information with respect to the Offer. The Tender Offer Statement on Schedule TO, together with any exhibits and any amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as described above.

The documents listed below (as such documents may be amended from time to time) contain important information about the Company and its financial condition:

- The Company's Annual Report on Form 10-K for the year ended December 31, 2005;
- All other reports filed by the Company with the SEC under Sections 13, 14 and 15(d) of the Exchange Act since the end of the year covered by the Form 10-K mentioned above;
- The description of the Notes and the Indenture under the caption "Description of the Notes" in the Company's prospectus dated April 30, 2004, as modified to the extent inconsistent by the description in Section 2.3 of this Company Notice; and

- The description of the Company's common stock contained in the Company's Current Report on Form 8-K filed September 6, 2002, as thereafter amended from time to time for the purpose of updating, changing or modifying such description.

In the event of conflicting information in these documents, the information in the latest filed documents should be considered correct.

12. NO SOLICITATION.

There are no persons directly or indirectly employed, retained or to be compensated to make solicitations or recommendations in connection with the Offer. The Bank of New York Trust Company, National Association, however, is the trustee under the Indenture and will be communicating with and providing notices to holders of the Notes as required by the Indenture.

13. DEFINITIONS.

All capitalized terms used but not specifically defined herein shall have the meanings given to those terms in the Indenture and the Notes.

14. CONFLICTS.

In the event of any conflict between this Company Notice and the accompanying Purchase Notice, on the one hand, and the terms of the Indenture and the Notes or any applicable laws, on the other hand, the terms of the Indenture or the Notes or applicable laws, as the case may be, will control.

NONE OF THE COMPANY OR ITS BOARD OF DIRECTORS OR EMPLOYEES ARE MAKING ANY RECOMMENDATION TO ANY HOLDER AS TO WHETHER TO SURRENDER OR REFRAIN FROM SURRENDERING NOTES FOR PURCHASE PURSUANT TO THIS COMPANY NOTICE. EACH HOLDER MUST MAKE HIS OR HER OWN DECISION WHETHER TO SURRENDER HIS OR HER NOTES FOR PURCHASE AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO SURRENDER BASED ON THEIR OWN ASSESSMENT OF CURRENT MARKET VALUE AND OTHER RELEVANT FACTORS.

CENTERPOINT ENERGY, INC.

December 14, 2006

ANNEX A
BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

The following table presents the name and title of each of the Company's directors and executive officers as of December 14, 2006. The address of each such person is c/o CenterPoint Energy, Inc., 1111 Louisiana, Houston, Texas 77002 (telephone number: (713) 207-1111).

NAME - - - - -	TITLE -----
Milton Carroll	Chairman of the Board
Donald R. Campbell	Director
John T. Cater	Director
Derrill Cody	Director
O. Holcombe Crosswell	Director
Janiece M. Longoria	Director
Thomas F. Madison	Director
Robert T. O'Connell	Director
Michael E. Shannon	Director
Peter S. Wareing	Director
David M. McClanahan	President and Chief Executive Officer; Director
Scott E. Rozzell	Executive Vice President, General Counsel and Corporate Secretary
Gary L. Whitlock	Executive Vice President and Chief Financial Officer
James S. Brian	Senior Vice President and Chief Accounting Officer
Byron R. Kelley	Senior Vice President and Group President, Pipelines and Field Services
Thomas R. Standish	Senior Vice President and Group President, Regulated Operations

PURCHASE NOTICE
To Surrender
2.875% CONVERTIBLE SENIOR NOTES DUE 2024
issued by
CENTERPOINT ENERGY, INC.
CUSIP Numbers: 15189TAK3 and 15189TAL1*

Pursuant to the Company Notice given by
CenterPoint Energy, Inc.
Dated December 14, 2006

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE COMPANY NOTICE, THE RIGHT OF HOLDERS TO SURRENDER NOTES FOR PURCHASE IN THE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JANUARY 12, 2007. NOTES SURRENDERED FOR PURCHASE MAY BE WITHDRAWN BEFORE 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JANUARY 12, 2007.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC") NEED NOT SUBMIT A PHYSICAL PURCHASE NOTICE TO THE PAYING AGENT IF SUCH HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The Paying Agent is:
The Bank of New York Trust Company, National Association

Mail: -----	Express Delivery: -----	Hand Delivery: -----
The Bank of New York Trust Company, N.A. Global Corporate Trust P.O. Box 2320 Dallas, TX 75221-2320	The Bank of New York Trust Company, N.A. Global Corporate Trust 2001 Bryan Street, 9th Floor Dallas, TX 75201	The Bank of New York Trust Company, N.A. c/o JPMorgan Chase Bank Global Corporate Trust 4 New York Plaza - 1st Floor New York, NY 10004-2413

For Information:

Mauri Cowen
(713) 483-6603

DELIVERY OF THIS PURCHASE NOTICE TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE
WILL NOT CONSTITUTE VALID DELIVERY.

* These CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the holders of the Notes. Neither the Company nor the Trustee shall be responsible for the selection or use of these CUSIP Numbers, nor is any representation made as to their correctness on the Notes or as indicated in this notice.

THE INSTRUCTIONS CONTAINED HEREIN AND IN THE COMPANY NOTICE (AS DEFINED BELOW) SHOULD BE READ CAREFULLY BEFORE THIS PURCHASE NOTICE IS COMPLETED.

By execution hereof, the undersigned acknowledges receipt of the Company Notice dated December 14, 2006 (the "Company Notice") of CenterPoint Energy, Inc., a Texas corporation (the "Company"), this Purchase Notice and instructions hereto (the "Purchase Notice") and related offer materials, all of which relate to the offer to purchase by the Company, at the option of the holder thereof, all outstanding 2.875% Convertible Senior Notes due 2024 of the Company (the "Notes"), pursuant to the terms and the conditions of the Indenture dated as of May 19, 2003 (the "Original Indenture") by and between the Company and The Bank of New York Trust Company, National Association (successor to JPMorgan Chase Bank), as Trustee (the "Trustee"), as amended and supplemented by Supplemental Indenture No. 4 dated as of December 17, 2003 ("Supplemental Indenture No. 4") and Supplemental Indenture No. 5 dated as of December 13, 2004 ("Supplemental Indenture No. 5") (such Original Indenture, as amended and supplemented by Supplemental Indenture No. 4 and Supplemental Indenture No. 5, the "Indenture"), paragraph 8 of the Notes, the Company Notice and related offer materials (the "Offer").

HOLDERS WHO WISH TO BE ELIGIBLE TO RECEIVE PAYMENT FOR THE NOTES SURRENDERED FOR PURCHASE IN THE OFFER PURSUANT TO THE COMPANY NOTICE MUST VALIDLY SURRENDER (AND NOT WITHDRAW) THEIR NOTES TO THE PAYING AGENT BEFORE 5:00 P.M., NEW YORK CITY TIME, ON FRIDAY, JANUARY 12, 2007.

This Purchase Notice is to be used by holders of the Notes if certificates representing Notes are to be physically delivered to the Paying Agent herewith by holders of Notes. This Purchase Notice is also being supplied for informational purposes only to persons who hold Notes in book-entry form through the facilities of The Depository Trust Company ("DTC"). Surrender of Notes held through DTC must be made pursuant to the procedures described under "Procedures to be Followed by Holders Electing to Surrender Notes for Purchase -- Delivery of Notes -- Notes in Global Form" in the Company Notice.

In order to properly complete this Purchase Notice, a holder of Notes must (1) complete and sign the Purchase Notice; (2) if appropriate, check and complete the boxes relating to Special Issuance or Payment Instructions and Special Delivery Instructions; and (3) complete Substitute Form W-9 or other applicable form. Each holder of Notes should carefully read the detailed Instructions contained herein before completing this Purchase Notice.

The undersigned has completed, executed and delivered this Purchase Notice to indicate the action the undersigned desires to take with respect to the surrendering of Notes for purchase pursuant to the Company Notice.

All capitalized terms used herein but not specifically defined herein shall have the meaning ascribed to them in the Company Notice, the Indenture and the Notes.

Your bank or broker can assist you in completing this form. The instructions included with this Purchase Notice must be followed. Questions and requests for assistance or for additional copies of the Company Notice and this Purchase Notice may be directed to the Paying Agent. See Instruction 9 below.

The Company is not aware of any jurisdiction where the delivery of the Company Notice would not be in compliance with applicable laws. If the Company becomes aware of any jurisdiction where the delivery of the Company Notice would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws or seek to have such laws declared inapplicable to the delivery of the Company Notice. If after such good faith effort, the Company cannot comply with any such applicable laws, the Company Notice will not be delivered to, nor will surrenders be accepted from or on behalf of, the holders of Notes residing in such jurisdiction.

HOLDERS WHO WISH TO SURRENDER THEIR NOTES MUST
COMPLETE THIS PURCHASE NOTICE IN ITS ENTIRETY.
NOTE: SIGNATURES MUST BE PROVIDED BELOW
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

By executing and delivering a Purchase Notice, each signatory hereof (the "undersigned") represents that the undersigned has received the Company Notice dated December 14, 2006 (the "Company Notice"), of CenterPoint Energy, Inc., a Texas corporation (the "Company"), which provides the notice to the holders required pursuant to (1) the Indenture dated as of May 19, 2003 (the "Original Indenture") by and between the Company and The Bank of New York Trust Company, National Association (successor to JPMorgan Chase Bank), as Trustee (the "Trustee"), as amended and supplemented by Supplemental Indenture No. 4 dated as of December 17, 2003 ("Supplemental Indenture No. 4") and Supplemental Indenture No. 5 dated as of December 13, 2004 ("Supplemental Indenture No. 5") (such Original Indenture, as amended and supplemented by Supplemental Indenture No. 4 and Supplemental Indenture No. 5, the "Indenture"), and (2) the 2.875% Convertible Senior Notes due 2024 of the Company (the "Notes").

This Purchase Notice relates to the offer to purchase by the Company, at the option of the holders, for \$1,000 in cash per Note plus accrued and unpaid interest to the Purchase Date, the Notes (the "Purchase Price"), subject to the terms and conditions of the Indenture, the Notes, the Company Notice and related offer materials, as amended and supplemented from time to time (the "Offer"). The amount of interest that will be payable with respect to the Notes on the Purchase Date is \$14.375 per \$1,000 principal amount of the Notes.

Upon the terms and subject to the conditions set forth herein and in the Indenture and the Notes, and effective upon the acceptance for payment thereof, the undersigned hereby:

- irrevocably sells, assigns and transfers to the Company all right, title and interest in and to all the Notes surrendered hereby,
- waives any and all rights with respect to the Notes (including without limitation any existing or past defaults and their consequences in respect of the Indenture),
- releases and discharges the Company from any and all claims such holder may have now, or may have in the future arising out of, or related to, the Notes including without limitation any claims that such holder is entitled to receive additional principal or interest payments with respect to the Notes or to participate in any redemption or defeasance of the Notes and
- irrevocably constitutes and appoints the Paying Agent as the true and lawful agent and attorney-in-fact of such holder with respect to any such surrendered Notes, full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to (a) deliver certificates representing such Notes, or transfer ownership of such Notes, on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Notes for transfer on the relevant security register and (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Paying Agent will have no rights to, or control over, funds from the Company, except as agent for the Company, for the Purchase Price of any surrendered Notes that are purchased by the Company), all in accordance with the terms set forth in the Company Notice.

The undersigned hereby represents and warrants that the undersigned:

- owns the Notes surrendered and is entitled to surrender such Notes, and
- has full power and authority to surrender, sell, assign and transfer the Notes surrendered hereby

and that when such Notes are accepted for purchase and payment by the Company, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right.

The undersigned agrees to all of the terms of the Company Notice and this Purchase Notice. The undersigned will, upon request, execute and deliver any additional documents deemed by the Paying Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes surrendered hereby.

The undersigned understands that all Notes properly surrendered for purchase and not withdrawn before 5:00 p.m., New York City time, on Friday, January 12, 2007 will be purchased at the Purchase Price, in cash, subject to the terms and conditions of the Indenture, the Notes, the Company Notice and related offer materials, as amended and supplemented from time to time.

Payment for Notes purchased pursuant to the Company Notice will be made by deposit of the Purchase Price for such Notes with the Paying Agent, which will act as agent for surrendering holders for the purpose of receiving payments from the Company and transmitting such payments to the surrendering holders.

The undersigned understands that surrenders of Notes may be withdrawn by written notice of withdrawal received by the Paying Agent at any time before 5:00 p.m., New York City time, on Friday, January 12, 2007. See Instruction 1.

All authority conferred or agreed to be conferred by this Purchase Notice shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Purchase Notice shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

The undersigned understands that valid surrender of Notes pursuant to any one of the procedures described under "Procedures to be Followed by Holders Electing to Surrender Notes for Purchase" in the Company Notice and in the instructions hereto will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Company Notice, including the undersigned's waiver of any existing defaults and their consequences in respect of the Notes and the Indenture (including, without limitation, a default in the payment of interest).

The undersigned understands that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Paying Agent, until receipt by the Paying Agent of this Purchase Notice properly completed and duly executed, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any surrender of Notes pursuant to the procedures described in the Company Notice and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole direction, which determination shall be final and binding on all parties, subject to a court of law having jurisdiction regarding such matters.

Unless otherwise indicated herein under "Special Issuance or Payment Instructions," the undersigned hereby requests that any Notes representing principal amounts not surrendered be issued in the name(s) of the undersigned, and checks constituting payments for Notes purchased pursuant to the Company Notice be issued to the order of the undersigned. Similarly, unless otherwise indicated herein under "Special Delivery Instructions," the undersigned hereby requests that any Notes representing principal amounts not surrendered and checks constituting payments for Notes to be purchased pursuant to the Company Notice be delivered to the undersigned at the address(es) shown herein. In the event that the "Special Issuance or Payment Instructions" box or the "Special Delivery Instructions" box, or both, is completed, the undersigned hereby requests that any Notes representing principal amounts not surrendered be issued in the name(s) of, certificates for such Notes be delivered to, and checks constituting payments for Notes purchased pursuant to the Company Notice be issued in the name(s) of, and be delivered to, the person(s) at the address(es) so indicated, as applicable. The undersigned recognizes that the Company has no obligation pursuant to the "Special Issuance or Payment Instructions" box to transfer any Notes from the name of the registered holder(s) thereof if the Company does not accept for purchase any of the principal amount of such Notes so surrendered.

PLEASE SIGN BELOW
(TO BE COMPLETED BY ALL SURRENDERING HOLDERS OF
NOTES REGARDLESS OF WHETHER NOTES
ARE BEING PHYSICALLY DELIVERED HEREWITH)

This Purchase Notice must be signed by the registered holder(s) of Notes exactly as his or her (their) name(s) appear(s) on certificate(s) for Notes or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Purchase Notice. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her (their) full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act. See Instruction 3 below.

If the signature appearing below is not of the registered holder(s) of the Notes, then the registered holder(s) must sign a valid power of attorney.

Dated: _____

Signature(s)

Capacity

Signature(s) must be guaranteed by a commercial bank or trust company or a member firm of a major stock exchange if Notes are to be delivered, other than to or in the name of the registered holder.

Signature Guarantee

Address: _____

Certificate number(s) (Need not be completed by holders surrendering the Notes by book-entry transfer.)

Principal Amount to be purchased (if less than all): \$_____,000

Social Security or Other Taxpayer Number

SPECIAL ISSUANCE OR
PAYMENT INSTRUCTIONS
(SEE INSTRUCTIONS 2 THROUGH 6)

To be completed ONLY if certificates for Notes representing principal amount not surrendered or not purchased and/or the check for the Purchase Price for principal amount of Notes purchased are to be issued to the order of someone other than the registered holder(s) of the Notes or the name of the registered holder(s) of the Notes needs to be corrected or changed.

Issue: Notes

Checks (Complete as applicable)

Name: _____
(PLEASE PRINT)

Address: _____
(PLEASE PRINT)

(ZIP CODE)

TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER
(SEE SUBSTITUTE FORM W-9)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 2 THROUGH 6)

To be completed ONLY if certificates for Notes representing principal amount not surrendered and/or the check for the Purchase Price for principal amount of Notes purchased are to be sent to an address different from that of the registered holder of the Notes.

Issue: Notes

Checks (Complete as applicable)

Name: _____
(PLEASE PRINT)

Address: _____
(PLEASE PRINT)

(ZIP CODE)

TAXPAYER IDENTIFICATION OR SOCIAL SECURITY NUMBER
(SEE SUBSTITUTE FORM W-9)

PLEASE COMPLETE SUBSTITUTE FORM W-9
SIGNATURE GUARANTEE (IF REQUIRED--SEE INSTRUCTION 3)
CERTAIN SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION

(NAME OF ELIGIBLE INSTITUTION GUARANTEEING SIGNATURES)

(ADDRESS (INCLUDING ZIP CODE) AND TELEPHONE NUMBER (INCLUDING AREA CODE) OF
ELIGIBLE INSTITUTION)

(AUTHORIZED SIGNATURE)

(PRINTED NAME)

(TITLE)

Date: _____, 200

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THIS PURCHASE NOTICE

1. PROCEDURES TO BE FOLLOWED BY HOLDERS ELECTING TO SURRENDER NOTES FOR PURCHASE; WITHDRAWAL OF SURRENDERS.

To surrender the Notes pursuant to the Company Notice, certificates representing such Notes, together with a properly completed and duly executed copy of this Purchase Notice, and any other documents required by this Purchase Notice must be received by the Paying Agent at the address set forth herein before 5:00 p.m., New York City time, on Friday, January 12, 2007. Under the Indenture and the Notes, the Purchase Date with respect to the offer is Monday, January 15, 2007 (the "Purchase Date"). The method of delivery of this Purchase Notice, certificates for Notes and all other required documents to the Paying Agent is at the election and risk of holders. If such delivery is to be made by mail, it is suggested that holders use properly insured registered mail, return receipt requested, and that the mailing be made sufficiently in advance of January 12, 2007 to permit delivery to the Paying Agent before such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Paying Agent. THIS PURCHASE NOTICE AND NOTES SHOULD BE SENT ONLY TO THE PAYING AGENT, AND NOT TO THE COMPANY.

This Purchase Notice is also being supplied for informational purposes only to persons who hold Notes in book-entry form through the facilities of DTC. Surrender of Notes held through DTC must be made pursuant to the procedures described under "Procedures to be Followed by Holders Electing to Surrender Notes for Purchase -- Delivery of Notes -- Notes in Global Form" in the Company Notice.

Except as described herein for surrender of Notes held through DTC, unless the Notes being surrendered are deposited with the Paying Agent before 5:00 p.m., New York City time, on Friday, January 12, 2007 (accompanied by the appropriate, properly completed and duly executed Purchase Notice and any required signature guarantees and other documents required by this Purchase Notice), the Company may, in its sole discretion, reject such surrender. Payment for Notes will be made only against deposit of surrendered Notes.

By executing this Purchase Notice, a surrendering holder waives any right to receive any notice of the acceptance for payment of surrendered Notes.

For a full description of the procedures for surrendering Notes, see "Procedures to be Followed by Holders Electing to Surrender Notes for Purchase" in the Company Notice.

Surrenders of Notes may be withdrawn at any time before 5:00 p.m., New York City time, on January 12, 2007 pursuant to the procedures described in the Company Notice.

2. PARTIAL SURRENDERS.

Surrenders of Notes pursuant to the Company Notice will be accepted only in principal amounts equal to \$1,000 or integral multiples thereof. If less than the entire principal amount of any Notes evidenced by a submitted certificate is surrendered, the surrendering holder must fill in the principal amount surrendered in the appropriate place in the Purchase Notice. The entire principal amount represented by the certificates for all Notes delivered to the Paying Agent will be deemed to have been surrendered unless otherwise indicated. If the entire principal amount of all Notes is not surrendered, certificates for the principal amount of Notes not surrendered will be sent to the holder unless otherwise provided in the appropriate place in this Purchase Notice (see Instruction 4), promptly after the Notes are accepted for purchase.

3. SIGNATURES ON THIS PURCHASE NOTICE, BOND POWERS AND ENDORSEMENT: GUARANTEE OF SIGNATURES.

If this Purchase Notice is signed by the registered holder(s) of the Notes surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

IF THIS PURCHASE NOTICE IS EXECUTED BY A HOLDER OF NOTES WHO IS NOT THE REGISTERED HOLDER, THEN THE REGISTERED HOLDER MUST SIGN A VALID POWER OF ATTORNEY, WITH THE SIGNATURE OF SUCH REGISTERED HOLDER GUARANTEED BY AN ELIGIBLE INSTITUTION.

If any of the Notes surrendered hereby are owned of record by two or more joint owners, all such owners must sign this Purchase Notice. If any surrendered Notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many copies of this Purchase Notice and any necessary accompanying documents as there are different names in which certificates are held.

If this Purchase Notice is signed by the holder, and the certificates for any principal amount of Notes not surrendered for purchase are to be issued (or if any principal amount of Notes that is not surrendered for purchase is to be reissued or returned) to the holder, and checks constituting payments for Notes to be purchased pursuant to the Company Notice are to be issued to the order of the holder, then the holder need not endorse any certificates for surrendered Notes nor provide a separate bond power. In any other case (including if this Purchase Notice is not signed by the holder), the holder must either properly endorse the certificates for Notes surrendered or transmit a separate properly completed bond power with this Purchase Notice (in either case, executed exactly as the name(s) of the registered holder(s) appear(s) on such Notes), with the signature on the endorsement or bond power guaranteed by an Eligible Institution, unless such certificates or bond powers are executed by an Eligible Institution.

If this Purchase Notice or any certificates representing Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Company of their authority so to act must be submitted with this Purchase Notice.

Endorsements on certificates for Notes and signatures on bond powers provided in accordance with this Instruction 3 by registered holders not executing this Purchase Notice must be guaranteed by an Eligible Institution.

No signature guarantee is required if: (1) this Purchase Notice is signed by the registered holder(s) of the Notes surrendered herewith and the payments for the Notes to be purchased are to be made, or any Notes for principal amounts not surrendered for purchase are to be issued, directly to such registered holder(s) and neither the "Special Issuance or Payment Instructions" box nor the "Special Delivery Instructions" box of this Purchase Notice has been completed; or (2) such Notes are surrendered for the account of an Eligible Institution. In all other cases, all signatures on Letters of Transmittal accompanying Notes must be guaranteed by an Eligible Institution.

4. SPECIAL ISSUANCE OR PAYMENT AND SPECIAL DELIVERY INSTRUCTIONS.

Surrendering holders should indicate in the applicable place the name and address to which certificates representing Notes for principal amounts not surrendered or not accepted for purchase or checks constituting payments for Notes purchased pursuant to the Company Notice are to be issued or sent, if different from the name and address of the holder signing this Purchase Notice. In the case of issuance in a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Notes not surrendered or not accepted for purchase will be returned to the holder of the Notes surrendered.

5. BACKUP WITHHOLDING; TAX IDENTIFICATION NUMBER; PURPOSE OF FORM W-9.

The Paying Agent must withhold 28% of any payments made to the surrendering holder or other payee, unless the payee establishes that the payment is not subject to backup withholding or that the payee is exempt from backup withholding. Backup withholding is not an additional federal income tax. Rather, the federal income tax

liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service (the "IRS"), provided that the required information is properly furnished to the IRS.

To establish that payments made to a surrendering U.S. Holder (as defined below) are not subject to backup withholding, such U.S. Holder generally may deliver to the Paying Agent the enclosed Substitute Form W-9, Request for Taxpayer Identification Number and Certification, providing such U.S. Holder's correct taxpayer identification number ("TIN") and certifying that:

- the TIN provided is correct (or that such U.S. Holder is awaiting a TIN);
- (1) the U.S. Holder is exempt from backup withholding, (2) the U.S. Holder has not been notified by the IRS that the U.S. Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified the U.S. Holder that such holder is no longer subject to backup withholding; and
- such U.S. Holder is a "United States person" (as defined in section 7701(a)(30) of the Internal Revenue Code of 1986, as amended).

The U.S. Holder is required to give the Paying Agent the TIN (e.g., social security number or employer identification number) of the registered holder of the Notes. If the Notes are held in more than one name or are held not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidance on which number to report.

For the purposes of these instructions, a "U.S. Holder" is a beneficial owner of the Notes that is, for U.S. federal income tax purposes: (a) an individual who is a citizen or resident of the United States; (b) a corporation or partnership (or other business entity treated as a corporation or partnership) created or organized in or under the laws of the United States or any state thereof (including the District of Columbia); (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source; or (d) a trust if a court within the United States can exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of the substantial decisions of that trust or a trust that was in existence on August 20, 1996 and validly elected to continue to be treated as a domestic trust.

Certain holders (including, among others, corporations and certain foreign persons) are not subject to these backup withholding requirements. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for a list of exempt U.S. Holders. To avoid possible erroneous backup withholding, exempt U.S. Holders, while not required to file Substitute Form W-9, should complete and return the Substitute Form W-9 and check the "Exempt from backup withholding" box on the form. Foreign holders may prevent backup withholding by (1) submitting a properly completed IRS Form W-8BEN to the Paying Agent and certifying under penalties of perjury to the holder's foreign status or (2) otherwise establishing an exemption. IRS Forms W-8BEN may be obtained from the Paying Agent.

If a surrendering holder does not provide the Paying Agent with the correct TIN or an adequate basis for exemption, such holder may be subject to a \$50 penalty imposed by the IRS, and payments made with respect to the tendered Notes may be subject to backup withholding.

See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional information and instructions.

This information is not intended or written to be used, and cannot be used by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer and was written to support the surrendering of Notes for purchase. Holders should consult with their tax and financial advisors with respect to the tax consequences of surrendering Notes for purchase.

6. TRANSFER TAXES.

The Company will pay all transfer taxes, if any, payable on the purchase and transfer of Notes purchased pursuant to the Company Notice, except in the case of deliveries of certificates for Notes for principal amounts not surrendered for payment that are to be registered or issued in the name of any person other than the holder of Notes surrendered hereby, in which case the amount of any transfer taxes (whether imposed on the registered holder or such other person) payable on account of the transfer to such person will be deducted from the Purchase Price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer stamps to be affixed to the certificates listed in this Purchase Notice.

7. IRREGULARITIES.

All questions as to the validity, form, eligibility (including the time of receipt) and acceptance for payment of any surrenders of Notes pursuant to the procedures described in the Company Notice and the form and validity (including the time of receipt of notices of withdrawal) of all documents will be determined by the Company, in its sole discretion, which determination shall be final and binding on all parties, subject to a court of law having jurisdiction regarding such matters. The Company reserves the absolute right to reject any or all surrenders determined by them not to be in proper form or the acceptance of or payment for which may be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Company Notice and any defect or irregularity in the surrender of any particular Notes. The Company's interpretations of the terms and conditions of the Company Notice (including without limitation the instructions in this Purchase Notice) shall be final and binding, subject to a court of law having jurisdiction regarding such matters. No alternative, conditional or contingent surrenders will be accepted. Unless waived, any irregularities in connection with surrenders must be cured within such time as the Company shall determine. None of the Company, the Paying Agent or any other person will be under any duty to give notification of any defects or irregularities in such surrenders or will incur any liability to holders for failure to give such notification. Surrenders of such Notes shall not be deemed to have been made until such irregularities have been cured or waived. Any Notes received by the Paying Agent that are not properly surrendered and as to which the irregularities have not been cured or waived will be returned by the Paying Agent to the surrendering holders, unless such holders have otherwise provided herein, as promptly as practical following the Purchase Date.

8. MUTILATED, LOST, STOLEN OR DESTROYED CERTIFICATES FOR NOTES.

Any holder of Notes whose certificates for Notes have been mutilated, lost, stolen or destroyed should contact the Paying Agent at the address indicated above for further instructions.

9. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES.

Questions relating to the procedure for surrendering Notes and requests for assistance or additional copies of the Company Notice and this Purchase Notice may be directed to, and additional information about the Company Notice may be obtained from Mauri Cowen at The Bank of New York Trust Company, National Association, whose address appears on the cover of this Purchase Notice, at (713) 483.6603.

NOTICE OF WITHDRAWAL
OF SURRENDER OF
2.875% CONVERTIBLE SENIOR NOTES DUE 2024
issued by
CENTERPOINT ENERGY, INC.
CUSIP Numbers: 15189TAK3 and 15189TAL1*

Pursuant to the Company Notice given by
CenterPoint Energy, Inc.
Dated December 14, 2006

SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE COMPANY NOTICE,
THE RIGHT OF HOLDERS TO SURRENDER NOTES FOR PURCHASE EXPIRES AT 5:00 P.M., NEW
YORK CITY TIME, ON FRIDAY, JANUARY 12, 2007. NOTES SURRENDERED FOR PURCHASE MAY
BE WITHDRAWN IF THE REGISTERED HOLDER SUBMITS AND THE PAYING AGENT RECEIVES THIS
COMPLETED AND SIGNED NOTICE OF WITHDRAWAL NO LATER THAN 5:00 P.M., NEW YORK CITY
TIME, ON FRIDAY, JANUARY 12, 2007.

HOLDERS THAT SURRENDER THROUGH THE DEPOSITORY TRUST COMPANY ("DTC")
NEED NOT SUBMIT A PHYSICAL NOTICE OF WITHDRAWAL TO THE PAYING AGENT IF SUCH
HOLDERS COMPLY WITH THE TRANSMITTAL PROCEDURES OF DTC.

The Paying Agent is:
The Bank of New York Trust Company, National Association

Mail: - - - - -	Express Delivery: -----	Hand Delivery: -----
The Bank of New York Trust Company, N.A. Global Corporate Trust P.O. Box 2320 Dallas, TX 75221-2320	The Bank of New York Trust Company, N.A. Global Corporate Trust 2001 Bryan Street, 9th Floor Dallas, TX 75201	The Bank of New York Trust Company, N.A. c/o JPMorgan Chase Bank Global Corporate Trust 4 New York Plaza - 1st Floor New York, NY 10004-2413

For Information:

Mauri Cowen
(713) 483-6603

Capitalized terms used herein but not defined herein shall have the
respective meanings ascribed to such terms in the Company Notice dated December
14, 2006 of CenterPoint Energy, Inc., a Texas corporation (the "Company"), and
the accompanying Purchase Notice, relating to the offer to purchase by the
Company, at the option of the holder thereof, the Company's 2.875% Convertible
Senior Notes due 2024 (the "Notes") for \$1,000 in cash per Note plus accrued and
unpaid interest to the Purchase Date, subject to the terms and conditions of the
Indenture, the Notes and related offer materials, as amended and supplemented
from time to time (the "Offer"). The amount of interest that will be payable
with respect to the Notes on the Purchase Date is \$14.375 per \$1,000 principal
amount of the Notes.

This Notice of Withdrawal is to be completed by registered holders of
Notes desiring to withdraw the surrender of such Notes in the Offer if (1) Notes
have been previously surrendered to the Paying Agent, or (2) delivery of such
Notes has been previously made by book-entry transfer to the Paying Agent's
account at The Depository Trust Company ("DTC") pursuant to the book-entry
transfer procedures described under the caption "Procedures to Be Followed by
Holders Electing to Surrender Notes for Purchase" in the Company Notice.

* These CUSIP Numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the holders of the Notes. Neither the Company nor the Trustee shall be responsible for the selection or use of these CUSIP Numbers, nor is any representation made as to their correctness on the Notes or as indicated in this notice.

Ladies and Gentlemen:

The undersigned hereby withdraws the undersigned's surrender for purchase to the Company of the Notes described below, which Notes were previously surrendered for purchase pursuant to the Company Notice.

The undersigned understands that the withdrawal of Notes previously surrendered in this Offer, effected by this Notice of Withdrawal, may not be rescinded and that such Notes will no longer be deemed to be validly surrendered for purchase for purposes of the undersigned's Purchase Notice. Such withdrawn Notes may be resurrendered for purchase only by following the procedures for surrendering set forth in the Company Notice and in the accompanying Purchase Notice.

All authority conferred or agreed to be conferred in this Notice of Withdrawal shall not be affected by and shall survive the death or incapacity of the undersigned, and any obligations of the undersigned under this Notice of Withdrawal shall be binding upon the heirs, personal and legal representatives, trustees in bankruptcy, successors and assigns of the undersigned.

DESCRIPTION OF NOTES BEING WITHDRAWN

NAME(S) AND ADDRESS(ES) OF REGISTERED HOLDER(S) (PLEASE FILL IN, IF BLANK)	CERTIFICATE NUMBER(S)*	AGGREGATE PRINCIPAL AMOUNT REPRESENTED	AGGREGATE PRINCIPAL AMOUNT BEING WITHDRAWN**	AGGREGATE PRINCIPAL AMOUNT WHICH REMAINS SUBJECT TO PURCHASE NOTICE

TOTAL PRINCIPAL AMOUNT BEING WITHDRAWN

* Need not be completed by holders surrendering the Notes by book-entry transfer.

** Unless otherwise indicated in the column labeled "Aggregate Principal Amount Being Withdrawn" and subject to the terms and conditions of the Company Notice, a holder will be deemed to have withdrawn the entire aggregate principal amount represented by the Notes indicated in the column labeled "Aggregate Principal Amount Represented."

METHOD OF DELIVERY

[] Check here if Notes were physically delivered to the Paying Agent.

[] Check here if Notes were delivered by book-entry transfer made to the account maintained by the Paying Agent with DTC and complete the following:

Name of Surrendering Institution: _____
(PLEASE PRINT)

Address: _____
(PLEASE PRINT)

ZIP CODE

Telephone: _____

Facsimile: _____

Contact Person: _____

Date Surrendered: _____

DTC Account Number: _____

Transaction Code Number: _____

PLEASE SIGN BELOW
(TO BE COMPLETED BY ALL REGISTERED HOLDERS OF
NOTES BEING WITHDRAWN)

This Notice of Withdrawal must be signed by the registered holder(s) of Notes exactly as his (their) name(s) appear(s) on certificate(s) for Notes or by person(s) authorized to become registered holder(s) by endorsements and documents transmitted with this Notice of Withdrawal. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below under "Capacity" and submit evidence satisfactory to the Company of such person's authority to so act.

If the signature appearing below is not of the registered holder(s) of the Notes, then the registered holder(s) must sign a valid power of attorney.

(SIGNATURE(S) OF HOLDER(S) OR AUTHORIZED SIGNATORY)

Date: _____, 200_

Name(s): _____

(PLEASE PRINT)

Capacity: _____

Address: _____

(INCLUDING ZIP CODE)

Area Code and Telephone No.: () _____

SIGNATURE GUARANTEE (IF REQUIRED)
CERTAIN SIGNATURES MUST BE GUARANTEED BY AN ELIGIBLE INSTITUTION
(NAME OF ELIGIBLE INSTITUTION GUARANTEEING SIGNATURES)
(ADDRESS (INCLUDING ZIP CODE) AND TELEPHONE NUMBER
(INCLUDING AREA CODE) OF ELIGIBLE INSTITUTION)
(AUTHORIZED SIGNATURE)
(PRINTED NAME)
(TITLE)

Date: _____, 200_.

SUBSTITUTE W-9
FORM

Department of the Treasury
Internal Revenue Service

REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

GIVE FORM TO THE REQUESTER. DO NOT
SEND TO THE IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual Corporation Exempt from backup
 Partnership Other withholding

City, state, and ZIP code

PART I TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN on the appropriate line. The TIN provided must match the name given on the top line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see "What Number to Give the Requester" in the attached Guidelines For Certification of Taxpayer Identification Number on Substitute Form W-9. For other entities, it is your employer identification number (EIN). If you do not have a number, see "Obtaining a Number" in the attached Guidelines.

Social Security Number
or

Employer Identification number

NOTE. If the account is in more than one name, see "What Number to Give the Requester" in the attached Guidelines for instructions on whose number to enter.

PART II CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. Person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGN HERE SIGNATURE OF U.S. PERSON DATE

FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING
OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE TENDER OFFER.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

WHAT NUMBER TO GIVE THE REQUESTER. -- Social Security numbers have nine digits separate by two hyphens: i.e. 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

FOR THIS TYPE OF ACCOUNT: -----	GIVE THE SSN OF: -----
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under State law	The actual owner(1)
5. Sole proprietorship or single-owner LLC	The owner(3)

FOR THIS TYPE OF ACCOUNT: -----	GIVE THE EIN OF: -----
6. Sole proprietorship or single-owner LLC	The owner(3)
7. A valid trust, estate, or pension trust	The legal entity(4)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. Account with the Department of Agriculture in the name of a public entity (such as a State or local government, school district or prison) that receives agricultural program payments	The public entity
12. A broker or registered nominee	The broker or nominee

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the IRS encourages you to use your SSN.

(4) List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

NOTE. If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9

OBTAINING A NUMBER

If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

NOTE. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

PAYEES EXEMPT FROM BACKUP WITHHOLDING

Payees specifically exempted from backup withholding on all dividend and interest payments and on broker transactions include the following:

- An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- The United States or any of its agencies or instrumentalities,
- A State, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities,
- A foreign government or any of its political subdivisions, agencies or instrumentalities,
- An international organization or any of its agencies or instrumentalities,
- A corporation,
- A foreign central bank of issue,
- A dealer in securities or commodities required to registered in the United States, the District of Columbia, or a possession of the United States,
- A real estate investment trust,
- An entity registered at all times during the tax year under the Investment Company Act of 1940,
- A common trust fund operated by a bank under section 584(a), and
- A financial institution.

If you are exempt, enter your name and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

NOTE. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

PRIVACY ACT NOTICE

Section 6109 requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HAS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PENALTIES

- - Failure to Furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
- - Civil Penalty for False Information With Respect to Withholding. If you make a false statement with no reasonable basis which results in no backup withholding, you are subject to a \$500 penalty.
- - Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.
- - Misuse of TINs. If the requester discloses or uses taxpayer identification numbers in violation of Federal law, the payer may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.