

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): FEBRUARY 22, 2006

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

TEXAS (State or other jurisdiction of incorporation)	1-31447 (Commission File Number)	74-0694415 (IRS Employer Identification No.)
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1111 LOUISIANA HOUSTON, TEXAS (Address of principal executive offices)	77002 (Zip Code)
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Registrant's telephone number, including area code: (713) 207-1111

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

Written communications pursuant to Rule 425 under the Securities
Act (17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act
(17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the
Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the
Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On February 22, 2006, the Compensation Committee ("Compensation Committee") of the Board of Directors of CenterPoint Energy, Inc. (the "Company") determined certain matters related to the awards to Mr. McClanahan, the Chief Executive Officer, and the four other most highly compensated executive officers of the Company, Messrs. Whitlock, Rozzell, Standish and Kelley (collectively referred to as the "named executive officers"), in connection with the CenterPoint Energy, Inc. Short Term Incentive Plan for fiscal year 2006 and in connection with goals and stock awards under the Company's Long-Term Incentive Plan for the 2006-2008 performance cycle. Further, the Compensation Committee recommended to the Board of Directors and on February 23, 2006, the Board of Directors approved the base salaries of the Company's named executive officers for 2006.

CenterPoint Energy, Inc. Short Term Incentive Plan

Cash bonuses are payable pursuant to the Short Term Incentive Plan based on the achievement of certain performance objectives approved in accordance with the terms of the Plan at the commencement of the year. On February 22, 2006, the Compensation Committee approved the target amount and performance objectives for the Chief Executive Officer under the Short Term Incentive Plan for fiscal year 2006. Additionally, on the same date, after review of his proposals with the Compensation Committee, the Chief Executive Officer of the Company approved the target amount and performance objectives for awards to the other named executive officers under that Plan for fiscal year 2006.

In order for any amounts to be payable under the Plan with respect to 2006, after-tax income from continuing operations, excluding certain impacts related to the Company's Zero-Premium Exchangeable Subordinated Notes, must exceed the common dividend paid to shareholders, and operating income must equal or exceed \$850 million. Target annual incentives for the named executive officers of the Company for 2006 range from 50% to 85% of base salary earned in 2006. The maximum payout for any named executive officer is two times his target award, except for Mr. McClanahan and Mr. Kelley, whose maximum payouts are 1.5 and 2.5 times their target awards, respectively. Plan funding is determined by measuring achievement of the performance criteria. Individual named executive officer payouts are subject to discretionary adjustment by the Compensation Committee above or below the funding level, taking into account the Chief Executive Officer's assessment of certain individual performance measures. The payout to the Chief Executive Officer may be decreased below the level determined by measuring achievement but not increased.

The performance goals for the named executive officers of the Company under the Plan for 2006 are based on the criteria summarized on Exhibit 10.1 hereof, which is incorporated by reference herein. As used in Exhibit 10.1, "Operating Income" refers to the reported operating income of the Company, adjusted to include income reported as other income from any partnerships in which the Company holds an equity interest and to exclude the impacts on operating income of certain regulatory actions related to the Company's stranded cost recovery and any variances in severance costs budgeted by the Company.

Long-Term Incentive Plan of CenterPoint Energy, Inc.

On February 22, 2006, the Compensation Committee approved performance goals and grants under the Long-Term Incentive Plan of the Company consisting of (i) performance shares for the 2006-2008 performance cycle and (ii) stock awards to the named executive officers. Distributions pursuant to the performance share awards are based on a total shareholder return measure of the Company compared to companies in the S&P utility index, weighted at 70%, and improvement in the Company's operating income, weighted at 30%. For purposes of the Company's goals for the 2006-2008 performance cycle, "Operating Income" means reported operating income of the Company adjusted to (i) include income reported as other income from any partnerships in which the Company holds an equity interest and (ii) exclude (A) income related to the Company's stranded cost recovery, (B) the impacts of any acquisitions, mergers and divestitures and (C) the impacts of any changes in accounting standards. The stock awards vest three years from the date of grant if a minimum of \$1.80 per share in cash dividends has been declared on the Company's common stock during the three-year period.

Target amounts for these awards range from 90% to 200% of base salary. The named executive officers will receive 70% of their awards in performance shares and 30% in stock awards. Payouts of the performance share awards can range from 0% to 150% based on achievement of the applicable performance goals.

Forms of agreement for performance share awards and stock awards with performance goals under the Long-Term Incentive Plan of the Company are attached hereto as Exhibits 10.2 and 10.3, respectively, and are incorporated by reference herein.

Executive Officer Base Salaries

On February 23, 2006, the Board of Directors of the Company approved the following base salaries for the named executive officers of the Company effective April 1, 2006: David M. McClanahan, \$980,000; Gary L. Whitlock, \$445,000; Scott E. Rozzell, \$425,000; Thomas R. Standish, \$405,000; and Byron R. Kelley, \$313,000.

Continuing Service of Directors

Under the Company's Bylaws, a member of the Board of Directors must step down from the Board at the annual meeting after he or she reaches 70 years of age, unless the Board determines that the member has special skill, experience or distinction having value to the Company that is not readily available or transferable. Both directors John T. Cater and Thomas S. Madison will have reached 70 years of age by the expected date of the Company's annual meeting in May 2006. However, on February 23, 2006, the Board of Directors determined that their service should be extended until the expiration of their current terms, which would expire in 2007 for Mr. Cater and 2008 for Mr. Madison. In conjunction with this decision, Mr. Cater has agreed to waive during the last year of his current term the interest that would be earned by him on deferrals he made prior to 1989 under the Company's 1985 Deferred Compensation Plan. The 1985 Deferred Compensation Plan provides for interest accruals at rates substantially above current market rates and was designed to begin payment status at the later of when a director retires or reaches age 70. Instead of the rate prescribed under that plan, the interest rate earned by Mr. Cater on those deferrals during the last year of his current term will be reduced to Mr. Cater's applicable interest rate paid under the Company's present deferred compensation plan (8.08%), and the amount of interest accrued during the last year of his term will accrue interest at the 8.08% rate over the 15 year payout period. Mr. Cater is the only current director who has balances under the 1985 Deferred Compensation Plan. Otherwise, Messrs. Cater and Madison will receive the compensation payable to directors until the expiration of their current terms.

ITEM 9.01.

FINANCIAL STATEMENTS AND EXHIBITS.

The exhibits listed below are filed herewith.

(d) Exhibits.

- 10.1 Summary of Performance Goals and Objectives under the CenterPoint Energy, Inc. Short Term Incentive Plan.
- 10.2 Form of Performance Share Award Agreement for the 20XX-20XX Performance Cycle under the Long-Term Incentive Plan of CenterPoint Energy, Inc.
- 10.3 Form of Stock Award Agreement (With Performance Goals) under the Long-Term Incentive Plan of CenterPoint Energy, Inc.

SIGNATURE

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

CENTERPOINT ENERGY, INC.

Date: February 28, 2006

By: /s/ James S. Brian

James S. Brian
Senior Vice President and
Chief Accounting Officer

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SUMMARY OF PERFORMANCE GOALS AND OBJECTIVES UNDER THE CENTERPOINT ENERGY, INC.
SHORT TERM INCENTIVE PLAN

2006
PERFORMANCE
GOALS
OFFICER
GOALS - - -

David M.
McClanahan
Operating
Income
Gary L.
Whitlock
Operating
Income
Scott E.
Rozzell
Operating
Income
Thomas R.
Standish
Operating
Income
Operating
Income
from the
Regulated
Operations
Group
Achievement
of certain
financial
and
operational
performance
goals for
each of
the
regulated
units: -
Houston
Electric -
Southern
Gas
Operations
-
Minnesota
Gas Byron
R. Kelley
Operating
Income
Achievement
of certain
financial
and
operational
performance
goals for
each of
the
Pipeline
and Field
Services
units: -
Interstate

Pipelines
- Pipeline
Services -
Field
Services

LONG-TERM INCENTIVE PLAN OF
CENTERPOINT ENERGY, INC.PERFORMANCE SHARE AWARD AGREEMENT
20XX -- 20XX PERFORMANCE CYCLE

Pursuant to this Award Agreement, CENTERPOINT ENERGY, INC. (the "Company") hereby grants to -FIRST_NAME- -LAST_NAME- (the "Participant"), an employee of the Company, -PBRs- performance shares of Common Stock (the "Target Performance Shares"), such number of shares being subject to adjustment as provided in Section 14 of the Long-Term Incentive Plan of CenterPoint Energy, Inc. (the "Plan"), conditioned upon the Company's achievement of the Performance Goals over the course of the 20XX -- 20XX Performance Cycle pursuant to the Plan, and subject to the following terms and conditions:

1. RELATIONSHIP TO THE PLAN; DEFINITIONS. This grant of Performance Shares is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Committee and are in effect on the date hereof. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant herein also include the heirs or other legal representatives of the Participant. For purposes of this Award Agreement:

"20XX -- 20XX PERFORMANCE CYCLE" means the period from January 1, 20XX to December 31, 20XX.

"ACHIEVEMENT PERCENTAGE" means the percentage of achievement determined by the Committee at the end of the Performance Cycle in accordance with Section 3 that reflects the extent to which the Company achieved the Performance Goals during the Performance Cycle applicable to this Award Agreement.

"DISABILITY" means that the Participant is both eligible for and in receipt of benefits under the Company's long-term disability plan.

"EMPLOYMENT" means employment with the Company or any of its Subsidiaries.

"PERFORMANCE GOALS" means the standards established by the Committee to determine in whole or in part whether the Performance Shares shall be earned, which are attached hereto and made a part hereof for all purposes.

"PERFORMANCE SHARES" means the shares of Common Stock potentially deliverable to Participant pursuant to this Award Agreement.

"RETIREMENT" means termination of Employment on or after attainment of age 55 and with at least five years of service with the Company.

"TARGET PERFORMANCE SHARES" means the actual number of Performance Shares initially granted to the Participant pursuant to this Award Agreement, with such number of Performance Shares to be awarded to the Participant at the close of the 20XX -- 20XX Performance Cycle if the Company attains an Achievement Percentage of 100%.

"VESTED PERFORMANCE SHARES" means the shares of Common Stock awarded to Participant following Participant's satisfaction of the vesting provisions of Section 4 and, if applicable, the determination by the Committee of the extent to which the Company has achieved the Performance Goals for the 20XX -- 20XX Performance Cycle pursuant to Section 3.

2. ESTABLISHMENT OF PERFORMANCE SHARE ACCOUNT. The grant of Target Performance Shares pursuant to this Award Agreement shall be implemented by a credit to a bookkeeping account maintained by the Company evidencing the accrual in favor of the Participant of the unfunded and unsecured right to receive shares of Common Stock of the Company, which right shall be subject to the terms, conditions and restrictions set forth in the Plan and to the further terms, conditions and restrictions set forth in this Award Agreement.

3. AWARD OPPORTUNITY. The Performance Goals established for the 20XX -- 20XX Performance Cycle are attached hereto and made a part hereof for all purposes. Except as otherwise provided in Sections 4 and 5, the number of Performance Shares awarded to Participant shall be the product of the number of Target Performance Shares and the Achievement Percentage that is based upon the Committee's determination of whether and to what extent the Company achieves the Performance Goals during the 20XX -- 20XX Performance Cycle.

As soon as practicable after the close of the 20XX -- 20XX Performance Cycle, the Committee shall determine the extent to which the Company has achieved each Performance Goal. If the Company has performed at or above the threshold level of achievement for a Performance Goal, the Achievement Percentage shall be between 50% and 150%, with a target level of achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 150%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Goals have been achieved, the Committee shall notify the Participant of the number of Vested Performance Shares that will be issued to the Participant pursuant to Section 6.

4. VESTING OF PERFORMANCE SHARES.

(a) Unless earlier forfeited or vested in accordance with paragraph (b) or Section 5, Participant's right to receive Performance Shares shall vest upon Participant's receipt of written notice from the Committee, as required by Section 3, of the level at which the Performance Goals established for the 20XX -- 20XX Performance Cycle have been achieved. Such notice shall be given by the Committee as soon as practical after the close of the 20XX -- 20XX Performance Cycle in accordance with the terms of the Plan and this Award Agreement.

(b) If Participant's Employment is terminated prior to the close of the 20XX -- 20XX Performance Cycle:

(i) by the Company or any of its Subsidiaries for any reason or due to voluntary resignation by the Participant, Participant's right to receive Performance

Shares shall be forfeited in its entirety as of such termination.

(ii) due to death, Disability, or Retirement, Participant's right to receive the Target Performance Shares shall vest at the time of such termination in the proportion of the number of days elapsed in the 20XX -- 20XX Performance Cycle as of the date of such termination of Employment by the total number of days in the 20XX -- 20XX Performance Cycle and shall be delivered to Participant as soon as possible following such termination. Participant's right to receive additional Performance Shares shall be forfeited at such time.

5. DISTRIBUTION UPON A CHANGE OF CONTROL. Notwithstanding anything herein to the contrary, upon or immediately prior to the occurrence of any Change of Control of the Company, and without regard to the Performance Goals, the Participant's right to receive the Performance Shares shall be settled by the distribution to the Participant of (a) shares of Common Stock equal to 150% of the Target Performance Shares, plus (b) shares of Common Stock (rounded up to the nearest whole share) having a Fair Market Value equal to the amount of dividends that would have been declared on the number of such shares determined under clause (a) above during the period commencing at the beginning of the Performance Cycle and ending on the date immediately preceding the date on which the Change of Control occurs, with such shares of Common Stock registered in the name of the Participant and certificates representing such Common Stock to be delivered to the Participant as soon as practicable after the date the Change of Control occurs. In lieu of the foregoing distribution in shares, the Committee, in its sole discretion, may direct that such distribution be made to the Participant in cash equal to (x) the product of (i) the Fair Market Value per share of Common Stock on the date immediately preceding the date on which the Change of Control occurs and (ii) 150% of the Target Performance Shares, plus (y) the amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above during the period commencing at the beginning of the Performance Cycle and ending on the date immediately preceding the date on which the Change of Control occurs, with such cash payment to be made as soon as practicable after the date the Change of Control occurs. Such distribution, whether in the form of shares of Common Stock or, if directed by the Committee, in cash, shall satisfy the rights of the Participant and the obligations of the Company under this Award Agreement in full.

6. PAYMENT OF AWARD.

(a) If Participant's right to receive Performance Shares has vested pursuant to Section 4, a number of shares of Common Stock equal to the number of Vested Performance Shares shall be registered in the name of the Participant and certificates representing such Common Stock shall be delivered to the Participant as soon as practical after the date upon which the Participant's right to such shares vested according to the provisions of Section 4. The Company shall have the right to withhold applicable taxes from any such payment of Vested Performance Shares or from other compensation payable to the Participant at the time of such vesting and delivery pursuant to Section 11 of the Plan.

(b) Upon delivery of the Vested Performance Shares pursuant to paragraph (a), above, Participant shall also be entitled to receive a cash payment equal to the sum of all dividends, if any, declared on the Vested Performance Shares after the commencement of the 20XX -- 20XX Performance Cycle but prior to the date the Vested Performance Shares are delivered to the Participant.

7. CONFIDENTIALITY. The Participant agrees that the terms of this Award Agreement are confidential and that any disclosure to anyone for any purpose whatsoever (save and except disclosure to financial institutions as part of a financial statement, financial, tax and legal advisors, or as required by law) by the Participant or his or her agents, representatives, heirs, children, spouse, employees or spokespersons shall be a breach of this Award Agreement and the Company may elect to revoke the grant made hereunder, seek damages, plus interest and reasonable attorneys' fees, and take any other lawful actions to enforce this Award Agreement.

8. NOTICES. For purposes of this Award Agreement, notices to the Company shall be deemed to have been duly given upon receipt of written notice by the corporate secretary of the Company at 1111 Louisiana, Houston, Texas 77002, or to such other address as the Company may furnish to the Participant.

Notices to the Participant shall be deemed effectively delivered or given upon personal, electronic, or postal delivery of written notice to the Participant, the place of Employment of the Participant, the address on record for the Participant at the human resources department of the Company, or such other address as the Participant hereafter designates by written notice to the Company.

9. SHAREHOLDER RIGHTS. The Participant shall have no rights of a shareholder with respect to the Performance Shares, unless and until the Participant is registered as the holder of shares of Common Stock.

10. SUCCESSORS AND ASSIGNS. This Award Agreement shall bind and inure to the benefit of and be enforceable by the Participant, the Company and their respective permitted successors and assigns except as expressly prohibited herein and in the Plan. Notwithstanding anything herein or in the Plan to the contrary, the Performance Shares are transferable by the Participant to Immediate Family Members, Immediate Family Members trusts, and Immediate Family Member partnerships pursuant to Section 13 of the Plan.

11. NO EMPLOYMENT GUARANTEED. Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any Subsidiary thereof or successor thereto, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

12. COMPLIANCE WITH SECTION 409A. It is the intent of the Company and the Participant that the provisions of the Plan and this Award Agreement comply with Section 409A of the Internal Revenue Code and related regulations and Department of the Treasury pronouncements ("Section 409A"). If any provision provided herein would result in the imposition of an excise tax under the provisions of Section 409A, the parties agree that any such provision will be modified as the Company determines is appropriate to avoid imposition of such excise tax. In certain circumstances the Company may delay the payment of the Performance Shares until a date which is six months after the date of the Participant's separation from service.

13. MODIFICATION OF AWARD AGREEMENT. Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company.

LONG-TERM INCENTIVE PLAN OF
CENTERPOINT ENERGY, INC.STOCK AWARD AGREEMENT
(WITH PERFORMANCE GOAL)

Pursuant to this Award Agreement, CENTERPOINT ENERGY, INC. (the "Company") hereby grants to -FIRST_NAME- -LAST_NAME- (the "Participant"), an employee of the Company, on [GRANT DATE] (the "Grant Date"), -RS- shares of Common Stock of the Company (the "Stock Award"), pursuant to the LONG-TERM INCENTIVE PLAN OF CENTERPOINT ENERGY, INC. (the "Plan"), conditioned upon the Company's achievement of the Performance Goals established by the Committee over the course of the Vesting Period, with such number of shares being subject to adjustment as provided in Section 14 of the Plan, and further subject to the terms, conditions and restrictions described in the Plan and as follows:

1. RELATIONSHIP TO THE PLAN; DEFINITIONS. The Stock Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Committee and are in effect on the date hereof. Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant herein also include the heirs or other legal representatives of the Participant. For purposes of this Award Agreement:

"DISABILITY" means that the Participant is both eligible for and in receipt of benefits under the Company's long-term disability plan.

"EMPLOYMENT" means employment with the Company or any of its Subsidiaries.

"PERFORMANCE GOALS" means the standards established by the Committee to determine in whole or in part whether the shares of Common Stock under the Stock Award shall be earned, which are attached hereto and made a part hereof for all purposes.

"RETIREMENT" means termination of Employment on or after attainment of age 55 and with at least five years of service with the Company.

"VESTING DATE" means [DATE]

"VESTING PERIOD" means the period commencing on the Grant Date and ending on the Vesting Date.

2. ESTABLISHMENT OF STOCK AWARD ACCOUNT. The grant of shares of Common Stock of the Company pursuant to this Stock Award shall be implemented by a credit to a bookkeeping account maintained by the Company evidencing the accrual in favor of the Participant of the unfunded and unsecured right to receive such shares of Common Stock, which right shall be subject to the terms, conditions and restrictions set forth in the Plan and to the further terms, conditions and restrictions set forth in this Award Agreement. Except as otherwise provided in Section 10 of this Award Agreement, the shares of Common Stock credited to the Participant's bookkeeping account may not be sold, assigned, transferred, pledged or otherwise encumbered until the Participant has been registered as the holder of such shares of Common Stock on the records of the Company, as provided in Section 5 or 6 of this Award Agreement.

3. VESTING OF STOCK AWARD. Unless earlier forfeited or vested in accordance with Section 4 below or receipt of a distribution pursuant to Section 5 below, the Participant's right to receive 100% of the shares of Common Stock under this Stock Award shall vest on the Vesting Date if the Performance Goals established in connection with the grant of, and as a requirement to receive the, Common Stock are determined by the Committee to have been achieved during the Vesting Period. If the Committee determines that the Performance Goals have been achieved, the Participant's right to receive the Common Stock under this Award Agreement shall vest upon the Participant's receipt of written notice from the Committee of such determination. The Participant must be in continuous Employment during the Vesting Period in order for the Common Stock to vest; otherwise, all such shares shall be forfeited as of the Participant's termination date.

4. ACCELERATED VESTING AND FORFEITURE. If, prior to the end of the Vesting Date pursuant to Section 3 above and prior to the Participant's receipt of any distribution pursuant to Section 5 below, the Participant's Employment is terminated due to (a) death, (b) Disability, or (c) Retirement, then, without regard to the Performance Goals, the Participant shall vest in the right to receive a number of the shares of Common Stock determined by multiplying (i) the total number of shares of Common Stock granted under this Award Agreement by (ii) a fraction, the numerator of which is the number of days that have elapsed from the Grant Date, and the denominator of which is the total number of days in the Vesting Period. Such vested shares of Common Stock shall be delivered to the Participant as soon as practicable following the Participant's termination date. All remaining unvested shares of Common Stock as of the Participant's termination date shall be forfeited as of such date.

5. DISTRIBUTION UPON A CHANGE OF CONTROL. Notwithstanding anything herein to the contrary, upon or immediately prior to the occurrence of any Change of Control of the Company, and without regard to the Performance Goals, the Participant's right to receive the unvested shares of Common Stock under this Award Agreement shall be settled by a distribution to the Participant of (a) all shares of Common Stock not previously vested or forfeited pursuant to Section 3 or Section 4 above, plus (b) shares of Common Stock (rounded up to the nearest whole share) having a Fair Market Value equal to the amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above during the period commencing on the Grant Date and ending on the date immediately preceding the date on which the Change of Control occurs, with such shares of Common Stock registered in the name of the Participant and certificates representing such Common Stock to be delivered to the

Participant as soon as practicable after the date the Change of Control occurs. In lieu of the foregoing distribution in shares, the Committee, in its sole discretion, may direct that such distribution be made to the Participant in cash equal to (i) the product of (x) the Fair Market Value per share of Common Stock on the date immediately preceding the date on which the Change of Control occurs and (y) the number of shares of Common Stock not previously vested or forfeited pursuant to Section 3 or Section 4 above, plus (ii) the amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above during the period commencing on the Grant Date and ending on the date immediately preceding the date on which the Change of Control occurs, with such cash payment to be made as soon as practicable after the date the Change of Control occurs. Such distribution, whether in the form of shares of Common Stock or, if directed by the Committee, in cash, shall satisfy the rights of the Participant and the obligations of the Company under this Award Agreement in full.

6. PAYMENT OF AWARD. Upon the vesting of the Participant's right to receive the shares of Common Stock pursuant to Section 3 or Section 4 of this Award Agreement, a number of shares of Common Stock equal to the number of vested shares of Common Stock under this Award Agreement shall be registered in the name of the Participant and certificates representing such Common Stock shall be delivered to the Participant as soon as practicable after the date upon which the Participant's right to such shares vested according to the provisions of Section 3 or Section 4 above. The Company shall have the right to withhold applicable taxes from any such payment of the Common Stock (including, but not limited to, from any amounts payable as provided in the following paragraph with respect to dividends) or from other compensation payable to the Participant at the time of such vesting and delivery pursuant to Section 11 of the Plan.

If the Common Stock became vested pursuant to Section 3 or Section 4 above, upon delivery of shares of Common Stock pursuant to the foregoing paragraph of this Section 6, the Participant shall also be entitled to receive a cash payment equal to the sum of all dividends, if any, declared on such shares of Common Stock after the Grant Date but prior to the date such shares of Common Stock are delivered to the Participant.

7. CONFIDENTIALITY. The Participant agrees that the terms of this Award Agreement are confidential and that any disclosure to anyone for any purpose whatsoever (save and except disclosure to financial institutions as part of a financial statement, financial, tax and legal advisors, or as required by law) by the Participant or his or her agents, representatives, heirs, children, spouse, employees or spokespersons shall be a breach of this Award Agreement and the Company may elect to revoke the grant made hereunder, seek damages, plus interest and reasonable attorneys' fees, and take any other lawful actions to enforce this Award Agreement.

8. NOTICES. For purposes of this Award Agreement, notices to the Company shall be deemed to have been duly given upon receipt of written notice by the Corporate Secretary of CenterPoint Energy, Inc., 1111 Louisiana, Houston, Texas 77002, or to such other address as the Company may furnish to the Participant.

Notices to the Participant shall be deemed effectively delivered or given upon personal, electronic, or postal delivery of written notice to the Participant, the place of

Employment of the Participant, the address on record for the Participant at the human resources department of the Company, or such other address as the Participant hereafter designates by written notice to the Company.

9. SHAREHOLDER RIGHTS. The Participant shall have no rights of a shareholder with respect to the shares of Common Stock granted under this Stock Award, unless and until the Participant is registered as the holder of such shares of Common Stock.

10. SUCCESSORS AND ASSIGNS. This Award Agreement shall bind and inure to the benefit of and be enforceable by the Participant, the Company and their respective permitted successors and assigns except as expressly prohibited herein and in the Plan. Notwithstanding anything herein or in the Plan to the contrary, the shares of Common Stock are transferable by the Participant to Immediate Family Members, Immediate Family Member trusts, and Immediate Family Member partnerships pursuant to Section 13 of the Plan.

11. NO EMPLOYMENT GUARANTEED. Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any Subsidiary, or any successor thereto, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

12. COMPLIANCE WITH SECTION 409A. It is the intent of the Company and the Participant that the provisions of the Plan and this Agreement comply with Section 409A of the Internal Revenue Code and related regulations and Department of the Treasury pronouncements ("Section 409A"). If any provision provided herein would result in the imposition of an excise tax under the provisions of Section 409A, the parties agree that any such provision will be modified as the Company determines is appropriate to avoid imposition of such excise. In certain circumstances the Company may delay the payment of the Stock Award until a date which is six months after the date of the Participant's separation from service.

13. MODIFICATION OF AWARD AGREEMENT. Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company.