

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): November 18, 2008

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-31447
(Commission File Number)

74-0694415
(IRS Employer
Identification No.)

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

77002
(Zip Code)

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

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-3187
(Commission File Number)

22-3865106
(IRS Employer
Identification No.)

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

77002
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On November 18, 2008, an amendment to CenterPoint Energy, Inc.'s (the Company's) \$1.2 billion bank credit facility became effective. The amendment modifies the financial ratio covenant in that credit facility by temporarily increasing the permitted ratio of "consolidated indebtedness" to "EBITDA" (as those terms are defined in the facility) from 5 times to 5.5 times. The increased ratio will be in effect until the earlier of (i) December 31, 2009 or (ii) the date the Company's electric transmission and distribution subsidiary, CenterPoint Energy Houston Electric, LLC (CenterPoint Houston), receives proceeds from storm recovery bonds. CenterPoint Houston expects to seek legislative and regulatory authorization to issue such storm recovery bonds during 2009 to recover the costs it has incurred in restoring electric service following Hurricane Ike. The increase in the covenant ratio is expected to increase the amount of additional indebtedness the Company and its subsidiaries can incur by approximately the amount of the estimated storm restoration costs during the period CenterPoint Houston is seeking to recover those costs. The amendment also clarifies that the indebtedness incurred in the planned storm recovery securitization will not constitute "indebtedness" for purposes of the covenant calculation. A conforming amendment to CenterPoint Houston's current bank credit facility regarding the definition of "indebtedness" has also been approved by the lenders in that facility.

The amendments described above are filed as Exhibits 4.1 and 4.2 to this report and are incorporated by reference herein. The foregoing summary does not purport to be complete and is qualified in its entirety by reference to the amendments.

Item 9.01 Financial Statements and Exhibits.

The exhibits listed below are filed herewith.

- (d) Exhibits.
 - 4.1 Second Amendment dated as of November 18, 2008 to Amended and Restated Credit Agreement dated as of June 29, 2007, among CenterPoint Energy Inc., as Borrower, and the banks named therein
 - 4.2 First Amendment dated as of November 18, 2008 to Amended and Restated Credit Agreement dated as of June 29, 2007, among CenterPoint Houston, as Borrower, and the banks named therein
-

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: November 18, 2008

By: /s/ Walter L. Fitzgerald

Walter L. Fitzgerald
Senior Vice Presiden and Chief
Accounting Officer

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 HOUSTON ELECTRIC, LLC

Date: November 18, 2008

By: /s/ Walter L. Fitzgerald

Walter L. Fitzgerald
Senior Vice Presiden and Chief
Accounting Officer

EXHIBIT INDEX

<u>EXHIBIT NUMBER</u>	<u>EXHIBIT DESCRIPTION</u>
4.1	Second Amendment dated as of November 18, 2008 to Amended and Restated Credit Agreement dated as of June 29, 2007, among CenterPoint Energy Inc., as Borrower, and the banks named therein
4.2	First Amendment dated as of November 18, 2008 to Amended and Restated Credit Agreement dated as of June 29, 2007, among CenterPoint Houston, as Borrower, and the banks named therein

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

SECOND AMENDMENT, dated as of November 18, 2008 (this "Amendment"), to the Amended and Restated Credit Agreement, dated as of June 29, 2007 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among CENTERPOINT ENERGY, INC., a Texas corporation ("Borrower"), the banks and other financial institutions from time to time parties thereto (the "Banks"), CITIBANK, N.A., as syndication agent (in such capacity, the "Syndication Agent"), BARCLAYS BANK PLC, BANK OF AMERICA, N.A. and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as co-documentation agents, (in such capacities, the "Co-Documentation Agent"), and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower, the Banks, the Syndication Agent, the Co-Documentation Agents and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower has requested that the Banks agree to amend a certain provision contained in the Credit Agreement, and the Banks and the Administrative Agent are agreeable to such request upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein which are defined in the Credit Agreement are used herein as therein defined.

2. Amendment to Section 1.1 of the Credit Agreement (Certain Defined Terms). Section 1.1 of the Credit Agreement is hereby amended by:

(a) adding the following new definitions in their appropriate alphabetical order:

"Covenant Trigger Date" means the earlier to occur of (x) the issuance, in one or more transactions, of Securitization Securities in respect of all Storm Restoration Cost Recoveries and (y) December 31, 2009.

"Second Amendment Effective Date" means the date of effectiveness of the Second Amendment, dated as of November 18, 2008, to this Agreement, which date is November 18, 2008.

"Storm Restoration Cost Recoveries" means the amount expected or remaining to be collected from customers in respect of the costs and expenses incurred in the repair or replacement of the electric transmission and distribution system supporting operations of CenterPoint Electric and its Consolidated Subsidiaries and related recovery arising from Hurricane Ike.

(b) amending and restating the definition of “Securitization Securities” to read as follows:

““Securitization Securities” means (i) transition bonds issued pursuant to the Texas Electric Choice Plan if (and only if) no recourse may be had to the Borrower or any of its Subsidiaries (or to their respective assets) for the payment of such obligations, other than the issuer of the bonds and its assets, provided that payment of transition charges by any retail electric provider (“REP”) in accordance with such legislation, whether or not such REP has collected such charges from the retail electric customers, shall not be deemed “recourse” hereunder, including any REP that is a Subsidiary of the Borrower or a division of an Affiliate of the Borrower or any Affiliate of the Borrower and (ii) bonds issued to securitize the regulatory assets and related rights of the Borrower or any of its Subsidiaries arising in connection with the recovery of the costs or restoration, repair and related matters following Hurricane Ike if (and only if) recourse for the payment of debt service of such bonds is limited to such regulatory assets and related rights; it being understood that obligations of the “servicer” in the form of standard servicer undertakings shall not constitute “recourse”.”.

3. Amendment to Section 7.2(a) of the Credit Agreement (Financial Ratios). Section 7.2(a) of the Credit Agreement is hereby amended by deleting the chart set forth there in its entirety and inserting in lieu thereof the following new chart:

Period	Ratio
Closing Date through December 31, 2007	5.25:1.00
January 1, 2008 through the Second Amendment Effective Date	5.00:1.00
Second Amendment Effective Date until the Covenant Trigger Date	5.50:1.00
Covenant Trigger Date through the Term Loan Maturity Date	5.00:1.00

4. Conditions to Effectiveness. This Amendment shall become effective as of the date set forth above upon satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by Borrower and the Majority Banks in accordance with Section 10.1 of the Credit Agreement;

(b) the Administrative Agent shall have received an amendment fee in an amount equal to 0.125% of the Commitment of each Bank which delivers its signature page to this Amendment on or before 5:00 P.M., New York time, on Friday, November 14, 2008; and

(c) all corporate and other proceedings, and all documents, instruments and other legal matters in connection with this Amendment shall be in form and substance reasonably satisfactory to the Administrative Agent.

5. Reference to and Effect on the Loan Documents; Limited Effect. On and after the date hereof and the satisfaction of the conditions contained in Section 4 of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provisions of any of the Loan Documents. Except as expressly amended herein, all of the provisions and covenants of the Credit Agreement and the other Loan Documents are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed.

6. Representations and Warranties. The Borrower, as of the date hereof and after giving effect to this Amendment, hereby confirms, reaffirms and restates the representations and warranties made by it in Article VI of the Credit Agreement and otherwise in the Loan Documents to which it is a party (except for those representations or warranties or parts thereof that, by their terms, expressly relate solely to a specific date, in which case such representations and warranties shall be true and correct in all material respects as of such specific date); provided that each reference to the Credit Agreement therein shall be deemed to be a reference to the Credit Agreement after giving effect to this Amendment.

7. Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

8. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts (which may include counterparts delivered by facsimile transmission) and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any executed counterpart delivered by facsimile transmission shall be effective as an original for all purposes hereof. The execution and delivery of this Amendment by any Bank shall be binding upon each of its successors and assigns (including Transferees of its Commitments and Loans in whole or in part prior to effectiveness hereof) and binding in respect of all of its Commitments and Loans, including any acquired subsequent to its execution and delivery hereof and prior to the effectiveness hereof.

9. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first written above.

CENTERPOINT ENERGY, INC.

By: /s/ Marc Kilbride

Name: Marc Kilbride

Title: Vice President & Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and as a Bank

By: /s/ Robert W. Traband

Name: Robert W. Traband

Title: Executive Director

CITIBANK, N.A., as Syndication Agent and as a Bank

By: /s/ Nietzsche Rodricks

Name: Nietzsche Rodricks

Title: Vice President

ABN AMRO BANK N.V., as a Bank

By: /s/ R. Scott Donaldson _____
Name: R. Scott Donaldson
Title: Director

By: /s/ Todd Vaubel _____
Name: Todd Vaubel
Title: Vice President

Bank of America, N.A., as a Bank

By: /s/ Richard Stein
Name: Richard Stein
Title: Senior Vice President

The Bank of Nova Scotia, as a Bank

By: /s/ Thane Rattew _____
Name: Thane Rattew
Title: Director

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

By: /s/ Alan Reiter
Name: Alan Reiter
Title: Authorized Signatory

Barclays Bank PLC, as a Bank

By: /s/ Nicholas A. Bell _____
Name: Nicholas A. Bell
Title: Director

Comerica Bank, as a Bank

By: /s/ Joey Powell _____
Name: Joey Powell
Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as a Bank

By: /s/ Rianka Mohan

Name: Rianka Mohan

Title: Vice President

By: /s/ Morenikeji Ajayi

Name: Morenikeji Ajayi

Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH, as a Bank

By: /s/ Marcus Tarkington
Name: Marcus Tarkington
Title: Director

By: /s/ Rainer Meier
Name: Rainer Meier
Title: Vice President

HSBC Bank USA, National Association, as a Bank

By: /s/ Jennifer Diedzic
Name: Jennifer Diedzic
Title: Vice President

MORGAN STANLEY BANK, as a Bank

By: /s/ Daniel Twenge
Name: Daniel Twenge
Title: Authorized Signatory

The Northern Trust Company, as a Bank

By: /s/ Keith Burson

Name: Keith Burson

Title: Vice President

Royal Bank of Canada, as a Bank

By: /s/ Jay T. Sartain

Name: Jay T. Sartain

Title: Authorized Signatory

The Royal Bank of Scotland plc, as a Bank

By: /s/ Belinda Tucker _____

Name: Belinda Tucker

Title: Senior Vice President

Sun Trust Bank, as a Bank

By: /s/ Andrew Johnson

Name: Andrew Johnson

Title: Director

UBS Loan Finance LLC, as a Bank

By: /s/ Irja R. Otsa
Name: Irja R. Otsa
Title: Associate Director

By: /s/ Mary B. Evans
Name: Mary B. Evans
Title: Associate Director

Wachovia Bank, N.A., as a Bank

By: /s/ Henry R. Biedrzycki _____

Name: Henry R. Biedrzycki

Title: Director

Wells Fargo Bank, National Association, as a Bank

By: /s/ Scott D. Bjeide
Name: Scott D. Bjeide
Title: Senior Vice President

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

FIRST AMENDMENT, dated as of November 18, 2008 (this "Amendment"), to the Amended and Restated Credit Agreement, dated as of June 29, 2007 (as heretofore amended, supplemented or otherwise modified, the "Credit Agreement"), among CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company ("Borrower"), the banks and other financial institutions from time to time parties thereto (the "Banks"), BARCLAYS BANK PLC and WACHOVIA BANK, NATIONAL ASSOCIATION, as co-syndication agent (in such capacity, the "Co-Syndication Agents"), UBS SECURITIES LLC and DEUTSCHE BANK SECURITIES INC., as co-documentation agents (in such capacities, the "Co-Documentation Agents"), and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent").

W I T N E S S E T H :

WHEREAS, the Borrower, the Banks, the Co-Syndication Agents, the Co-Documentation Agents and the Administrative Agent are parties to the Credit Agreement;

WHEREAS, the Borrower has requested that the Banks agree to amend a certain provision contained in the Credit Agreement, and the Banks and the Administrative Agent are agreeable to such request upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein which are defined in the Credit Agreement are used herein as therein defined.

2. Amendment to Section 1.1 of the Credit Agreement (Certain Defined Terms). Section 1.1 of the Credit Agreement is hereby amended by amending and restating the definition of "Securitization Securities" to read as follows:

““Securitization Securities” means (i) transition bonds issued pursuant to the Texas Electric Choice Plan if (and only if) no recourse may be had to the Borrower or any of its Subsidiaries (or to their respective assets) for the payment of such obligations, other than the issuer of the bonds and its assets, provided that payment of transition charges by any retail electric provider (“REP”) in accordance with such legislation, whether or not such REP has collected such charges from the retail electric customers, shall not be deemed “recourse” hereunder, including any REP that is a Subsidiary of the Borrower or a division of an Affiliate of the Borrower or any Affiliate of the Borrower and (ii) bonds issued to securitize the regulatory assets and related rights of the Borrower or any of its Subsidiaries arising in connection with the recovery of the costs or restoration, repair and related matters following Hurricane Ike if (and only if) recourse for the payment of debt service of such bonds is limited to such regulatory assets and related rights; it being understood that obligations of the “servicer” in the form of standard servicer undertakings shall not constitute “recourse”.”.

3. Conditions to Effectiveness. This Amendment shall become effective as of the date set forth above upon satisfaction of the following conditions precedent:

(a) the Administrative Agent shall have received counterparts of this Amendment executed by Borrower and the Majority Banks in accordance with Section 10.1 of the Credit Agreement; and

(b) all corporate and other proceedings, and all documents, instruments and other legal matters in connection with this Amendment shall be in form and substance reasonably satisfactory to the Administrative Agent.

4. Reference to and Effect on the Loan Documents; Limited Effect. On and after the date hereof and the satisfaction of the conditions contained in Section 4 of this Amendment, each reference in the Credit Agreement to “this Agreement”, “hereunder”, “hereof” or words of like import referring to the Credit Agreement, and each reference in the other Loan Documents to “the Credit Agreement”, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Bank or the Administrative Agent under any of the Loan Documents, nor constitute a waiver of any provisions of any of the Loan Documents. Except as expressly amended herein, all of the provisions and covenants of the Credit Agreement and the other Loan Documents are and shall continue to remain in full force and effect in accordance with the terms thereof and are hereby in all respects ratified and confirmed.

5. Representations and Warranties. The Borrower, as of the date hereof and after giving effect to this Amendment, hereby confirms, reaffirms and restates the representations and warranties made by it in Article VI of the Credit Agreement and otherwise in the Loan Documents to which it is a party (except for those representations or warranties or parts thereof that, by their terms, expressly relate solely to a specific date, in which case such representations and warranties shall be true and correct in all material respects as of such specific date); provided that each reference to the Credit Agreement therein shall be deemed to be a reference to the Credit Agreement after giving effect to this Amendment.

6. Costs and Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

7. Counterparts. This Amendment may be executed by one or more of the parties hereto in any number of separate counterparts (which may include counterparts delivered by facsimile transmission) and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any executed counterpart delivered by facsimile transmission shall be effective as an original for all purposes hereof. The execution and delivery of this Amendment by any Bank shall be binding upon each of its successors and assigns (including Transferees of its Commitments and Loans in whole or in part prior to effectiveness hereof) and binding in respect of all of its Commitments and Loans, including any acquired subsequent to its execution and delivery hereof and prior to the effectiveness hereof.

8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first written above.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: /s/ Marc Kilbride

Name: Marc Kilbride

Title: Vice President & Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative
Agent and as a Bank

By: /s/ Robert W. Traband

Name: Robert W. Traband

Title: Executive Director

ABN AMRO BANK N.V., as a Bank

By: /s/ R. Scott Donaldson _____

Name: R. Scott Donaldson

Title: Director

By: /s/ Todd Vaubel _____

Name: Todd Vaubel

Title: Vice President

Bank of America, N.A., as a Bank

By: /s/ Richard Stein

Name: Richard Stein

Title: Senior Vice President

The Bank of Nova Scotia, as a Bank

By: /s/ Thane Rattew

Name: Thane Rattew

Title: Director

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.,

NEW YORK BRANCH, as a Bank

By: /s/ Alan Reiter _____

Name: Alan Reiter

Title: Authorized Signatory

Barclays Bank PLC, as a Bank

By: /s/ Nicholas A. Bell _____

Name: Nicholas A. Bell

Title: Director

CITIBANK, N.A., as a Bank

By: /s/ Nietzsche Rodricks

Name: Nietzsche Rodricks

Title: Vice President

Comerica Bank, as a Bank

By: /s/ Joey Powell

Name: Joey Powell

Title: Vice President

CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as a Bank

By: /s/ Rianka Mohan

Name: Rianka Mohan

Title: Vice President

By: /s/ Morenikeji Ajayi

Name: Morenikeji Ajayi

Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH, as a Bank

By: /s/ Marcus Tarkington

Name: Marcus Tarkington

Title: Director

By: /s/ Rainer Meier

Name: Rainer Meier

Title: Vice President

HSBC Bank USA, National Association, as a Bank

By: /s/ Jennifer Diedzic

Name: Jennifer Diedzic

Title: Vice President

MORGAN STANLEY BANK, as a Bank

By: /s/ Daniel Twenge
Name: Daniel Twenge
Title: Authorized Signatory

The Northern Trust Company, as a Bank

By: /s/ Keith Burson

Name: Keith Burson

Title: Vice President

Royal Bank of Canada, as a Bank

By: /s/ Jay T. Sartain

Name: Jay T. Sartain

Title: Authorized Signatory

The Royal Bank of Scotland plc, as a Bank

By: /s/ Belinda Tucker

Name: Belinda Tucker

Title: Senior Vice President

Sun Trust Bank, as a Bank

By: /s/ Andrew Johnson

Name: Andrew Johnson

Title: Director

UBS Loan Finance LLC, as a Bank

By: /s/ Irja R. Otsa

Name: Irja R. Otsa

Title: Associate Director

By: /s/ Mary B. Evans

Name: Mary B. Evans

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By: /s/ Henry R. Biedrzycki

Name: Henry R. Biedrzycki

Title: Director

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By: /s/ Scott D. Bjeide

Name: Scott D. Bjeide

Title: Senior Vice President