

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 23, 2004

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

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.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGMENT OF A REGISTRANT.

On December 10, 2004, CenterPoint Energy, Inc. ("CenterPoint Energy") entered into the First Amendment (the "Amendment") to their Amended and Restated Credit Agreement, dated as of October 7, 2003, with the banks named therein. The purpose of the Amendment was to permit CenterPoint Energy's subsidiary Texas Genco Holdings, Inc. ("Texas Genco Holdings") to borrow funds to finance the purchase of Texas Genco Holdings' publicly held shares in the merger described below. The Amendment is attached to this report as Exhibit 10.1.

On December 14, 2004, Texas Genco Holdings merged with a wholly owned subsidiary of CenterPoint Energy. As a result of the merger, Texas Genco Holdings became a wholly owned subsidiary of CenterPoint Energy, and all of Texas Genco Holdings' publicly held shares (other than shares held by shareholders who validly perfect their dissenter's rights under Texas law) were converted into the right to receive \$47 per share in cash without interest (the "Merger Consideration") and less any applicable withholding taxes. In connection with the merger, Texas Genco Holdings entered into a credit agreement (the "Overnight Bridge Loan") under which it borrowed approximately \$716 million on December 14, 2004 to finance the payment of the aggregate Merger Consideration payable as a result of the merger. Texas Genco Holdings' shares ceased to be publicly traded as of the close of trading on December 14, 2004. The merger was part of the first step of the transaction announced in July 2004 in which Texas Genco LLC (formerly known as GC Power Acquisition LLC), an entity owned in equal parts by affiliates of The Blackstone Group, Hellman & Friedman LLC, Kohlberg Kravis Roberts & Co. L.P. and Texas Pacific Group, agreed to acquire Texas Genco Holdings for approximately \$3.65 billion in cash. For additional information regarding the merger, please refer to the press release attached to this report as Exhibit 99.1, which press release is incorporated by reference herein.

On December 15, 2004, Texas Genco Holdings completed the sale of its fossil generation assets (coal, lignite and gas-fired plants) to Texas Genco LLC for \$2.813 billion in cash. Texas Genco Holdings used approximately \$716 million of the cash proceeds from the sale to repay the Overnight Bridge Loan and distributed \$2.231 billion, consisting of the balance of the cash proceeds from the sale and cash on hand, to CenterPoint Energy. CenterPoint Energy used the proceeds primarily to repay outstanding indebtedness. The sale completed the first step of the transaction referenced above. The second step of the transaction, the merger of Texas Genco Holdings with a subsidiary of Texas Genco LLC in exchange for an additional cash payment of \$700 million, is expected to close during the first half of 2005, following receipt of approval from the Nuclear Regulatory Commission. For additional information regarding the sale, please refer to the press release attached to this report as Exhibit 99.2, which press release is incorporated by reference herein.

ITEM 8.01 OTHER EVENTS.

On November 23, 2004, Reliant Energy, Inc. paid \$177 million to CenterPoint Energy, representing the "retail clawback" determined by the Public Utility Commission of Texas ("Texas Commission") in its True-Up Order issued in CenterPoint Energy's True-Up Proceeding. The electric restructuring legislation enacted by Texas in 1999 requires the Texas Commission to determine the retail clawback if the formerly integrated utility's affiliated retail electric provider retained more than 40 percent of its residential price-to-beat customers within the utility's service area as of January 1, 2004 (offset by new customers added outside the service territory). That retail clawback is a credit against the stranded costs the utility is entitled to recover. Under the terms of the Separation Agreement between Reliant Energy, Inc. and CenterPoint Energy, Reliant Energy, Inc. agreed to pay CenterPoint Energy the amount of the retail clawback determined by the Texas Commission. The payment was used by CenterPoint Energy to reduce outstanding indebtedness.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

- 10.1 First Amendment to the Amended and Restated Credit Agreement, dated as of December 10, 2004, among CenterPoint Energy, Inc. and the banks named therein.
- 99.1 Press Release dated December 14, 2004.
- 99.2 Press Release dated December 15, 2004.

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: December 16, 2004

By: /s/ James S. Brian

James S. Brian
Senior Vice President and
Chief Accounting Officer

EXHIBIT INDEX

| Exhibit Number | Exhibit Description |
|-------------------|--|
| 10.1 | First Amendment to the Amended and Restated Credit Agreement, dated as of December 10, 2004, among CenterPoint Energy, Inc. and the banks named therein. |
| 99.1 | Press Release dated December 14, 2004. |
| 99.2 | Press Release dated December 15, 2004. |

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT, dated as of December 10, 2004 (this "Amendment"), to the \$2,350,000,000 Amended and Restated Credit Agreement, dated as of October 7, 2003 (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"), DEUTSCHE BANK AG NEW YORK BRANCH, CREDIT SUISSE FIRST BOSTON, BANK OF AMERICA, N.A., as co-documentation agents, (in such capacities, the "Co-Documentation Agent"), and JPMORGAN CHASE BANK, 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, in connection with the acquisition of the outstanding Capital Stock of Texas Genco held by the public (the "Texas Genco Stock Purchase"), Texas Genco intends to obtain financing to consummate the Texas Genco Stock Purchase in an aggregate amount of up to \$717,000,000 (the "Texas Genco Financing");

WHEREAS, the Borrower has requested that the Banks agree to amend certain provisions contained in the Credit Agreement to permit the Texas Genco Financing, 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. Amendments to Section 1.1 of the Credit Agreement (Certain Defined Terms).

Section 1.1 of the Credit Agreement is hereby amended by adding the following defined terms in the appropriate alphabetical order as follows:

"First Amendment" means the First Amendment to this Agreement dated as of December 10, 2004.

"Texas Genco Financing" has the meaning specified in the First Amendment.

3. Amendments to Section 7.2 of the Credit Agreement (Negative Covenants). Section 7.2 of the Credit Agreement is hereby amended by:

(a) amending paragraph (b)(vi) thereof by adding after the phrase "(x) Texas Genco and/or its Subsidiaries" the following: "(to the extent that such entity is an indirect or direct Subsidiary of the Borrower)";

(b) amending paragraph (c) thereof by adding after the phrase "if, in the case of any Texas Genco Entity, Texas Genco or any other Wholly-Owned Subsidiary of" the following: "Texas Genco or any other Wholly-Owned Subsidiary of";

(c) amending paragraph (e) thereof by adding after the first reference to "the Texas Genco Stock" in clause (x)(ii) thereof the following: "or the Capital Stock of any Texas Genco Entity"; and

(d) amending paragraph (h) thereof by:

(i) adding after "Texas Genco or its Subsidiaries" the following: "(to the extent that such entity is an indirect or direct Subsidiary of the Borrower)"; and

(ii) adding at the end of paragraph (h) the following: "plus the Texas Genco Financing so long as the Texas Genco Financing is repaid in full within fourteen calendar days after the Texas Genco Financing is incurred."

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; 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.

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. 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, INC.

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Vice President & Treasurer

JPMORGAN CHASE BANK, as Administrative Agent and as a Bank

By: /s/ Robert Traband

Name: Robert Traband
Title: Vice President

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

By: /s/ Sandip Sen

Name: Sandip Sen
Title: Managing Director

ABN AMRO BANK N.V., as a Bank

By: /s/ R. Scott Donaldson

Name: R. Scott Donaldson
Title: Vice President

By: /s/ Stephanie B. Casas

Name: Stephanie B. Casas
Title: Vice President

AIB DEBT MANAGEMENT LIMITED, as a Bank

By: /s/ Aidan Lanigan

Name: Aidan Lanigan
Title: Vice President

By: /s/ Vaughn Buck

Name: Vaughn Buck
Title: Senior Vice President

AIM FLOATING RATE FUND, as Sub-Advisor

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

APEX (Trimaron) CDO I, LTD, as a Bank
By: Trimaron Advisors L.L.C.

By: /s/ David M. Millison

Name: David M. Millison
Title: Managing Director

Atrium CDO, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

AVALON CAPITAL LTD.

By: INESCO Senior Secured management,
Inc., as Portfolio Advisor

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

AVALON CAPITAL LTD. 2

By: INESCO Senior Secured management,
Inc., as Portfolio Advisor

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

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

By: /s/ Daryl Patterson

Name: Daryl Patterson
Title: Senior Vice President

Barclays Bank PLC, as a Bank

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis
Title: Director

Big Sky III Senior Loan Trust

By: Eaton Vance Management,
as Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

C-SQUARED CDO LTD.

By: TCW Advisors, Inc., as its
Portfolio Manager

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

SANKATY ADVISORS, LLC AS COLLATERAL
MANAGER FOR CASTLE HILL I-INGOTS, LTD.,
as Term Lender

By: /s/ Timothy Barnes

Name: Timothy Barnes
Title: Senior Vice President

SANKATY ADVISORS, LLC AS COLLATERAL
MANAGER FOR CASTLE HILL II-INGOTS,
LTD., as Term Lender

By: /s/ Timothy Barnes

Name: Timothy Barnes
Title: Senior Vice President

SANKATY ADVISORS, LLC AS COLLATERAL
MANAGER FOR CASTLE HILL III CLO, LTD.,
as Term Lender

By: /s/ Timothy Barnes

Name: Timothy Barnes
Title: Senior Vice President

CHARTER VIEW PORTFOLIO
By: INVESCO Senior Secured Management,
Inc., as Investment Advisor

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

CSAM Funding I, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

CSAM Funding II, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

CSAM Funding III, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

CSAM Funding IV, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

CELERITY CLO LIMITED

By: TCW Advisors Inc., as Agent

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

COSTANTINUS EATON VANCE CDO V
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch, as a
Bank

By: /s/ S. William Fox

Name: S. William Fox
Title: Director

By: /s/ David J. Dodd

Name: David J. Dodd
Title: Associate

DEUTSCHE BANK AG NEW YORK BRANCH, as a
Bank

By: /s/ Richard Henshall

Name: Richard Henshall
Title: Director

By: /s/ Joel Makowsky

Name: Joel Makowsky
Title: Director

DIVERSIFIED CREDIT PORTFOLIO LTD.
By: INVESCO Senior Secured Management,
Inc. as Investment Advisor

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

EATON VANCE SENIOR INCOME TRUST
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE LIMITED DURATION INCOME
FUND
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE VT FLOATING RATE INCOME
FUND
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE SENIOR FLOATING RATE TRUST
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE FLOATING RATE INCOME TRUST
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE SENIOR LOAN FUND
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE CDO III, LTD
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

EATON VANCE CDO VI LTD.
By: Eaton Vance Management, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

ELF FUNDING TRUST I, as a Lender
By: Highland Capital Management, L.P.
as Collateral Manager

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

EMERALD ORCHARD LIMITED

By: /s/ Masood Fikree

Name: Masood Fikree
Title: Attorney In-Fact

Erste Bank Der Oesterreichischen
Sparkassen AG, as a Bank

By: /s/ Bryan J. Lynch

Name: Bryan J. Lynch
Title: First Vice President

By: /s/ Patrick W. Kunkel

Name: Patrick W. Kunkel
Title: Director, Erste Bank New York
Branch

FIRST 2004-II CLO, LTD.
By: TCW Advisors, Inc., its Collateral
Manager

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

First Dominion Funding II, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

First Dominion Funding III, as a Bank

By: /s/ David H. Lerner

Name: David H. Lerner
Title: Authorized Signatory

FIRST TRUST/FOUR CORNERS SENIOR
FLOATING RATE INCOME FUND, as a Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

FIRST TRUST/FOUR CORNERS SENIOR
FLOATING RATE INCOME FUND II, as a
Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

FORTRESS PORTFOLIO TRUST, as a Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

FOX E BASIN CLO 2003, LTD.

By: Royal Bank of Canada as Collateral
Manager

By: /s/ Melissa Morano

Name: Melissa Morano
Title: Authorized Signatory

Franklin Floating Rate Trust, as a Bank
Franklin Floating Rate Master Series,
as a Bank
Franklin Floating Rate Daily Access
Fund, as a Bank
Franklin Templeton Duration Income
Trust, as a Bank

By: /s/ Richard Hsu

Name: Richard Hsu
Title: Vice President

GLENEAGLES TRADING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

GRAYSON & CO

By: Boston Management and Research, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

Harch CLO I, Ltd., as a Lender

By: /s/ Michael E. Lewitt

Name: Michael E. Lewitt
Title: Authorized Signatory

HCM US LOANS MAC 43 LTD., as a Lender

By: Highland Capital Management, L.P.
as Attorney-in-Fact

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

Hamilton CDO, Ltd.
By: Stanfield Capital Partners LLC,
as its Collateral Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

HARBOUR TOWN FUNDING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

HIGHLAND FLOATING RATE ADVANCE FUND
(f/k/a/ Columbia Floating Rate
Advantage Fund), as a Lender
By: Highland Capital Management, L.P.
its Investment Advisor

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

HIGHLAND FLOATING RATE LIMITED
LIABILITY COMPANY (f/k/a/ Columbia
Floating Rate Limited Liability
Company), as a Lender
By: Highland Capital Management, L.P.
its Investment Advisor

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

Indosuez Capital Funding VI Limited
By: Lyon Capital Management LLC as
Collateral Manager

By: /s/ Alexander B. Kenna

Name: Alexander B. Kenna
Title: Portfolio Manager

INVESCO EUROPEAN CDO I S.A.

By: INVESCO Senior Secured Management,
Inc., as Collateral Manager

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

JPMORGAN CHASE BANK, N.A. (successor by
merger to Bank One, N.A. (main office
Chicago))

By: /s/ Robert W. Traband

Name: Robert W. Traband
Title: Vice President

KC CLO I LIMITED, as a Bank

By: /s/ MA

Name:
Title:

By: /s/ MEF

Name:
Title:

RESTORATION FUNDING CLO LTD., as a
Lender
By: Highland Capital Management, L.P.
as Collateral Manager

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

RIVERA FUNDING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

SAGAMORE CLO LTD.

By: INVESCO Senior Secured Management,
Inc., as Collateral Manager

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

SARATOGA CLO I, LIMITED

By: INVESCO Senior Secured Management,
Inc., as Asset Manager

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

SAWGRASS TRADING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

SECURITY BENEFIT LIFE INSURANCE
COMPANY, as a Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

SECURITY INCOME FUND-INCOME OPPORTUNITY
SERIES, as a Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

SEMINOLE FUNDING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

SENIOR DEBT PORTFOLIO

By: Boston Management and Research as
Investment Advisor

By: /s/ Michael B. Bothoff

Name: Michael B. Bothoff
Title: Vice President

SEQUILS-LIBERTY, LTD.
By: INVESCO Senior Secured Management,
Inc. as Collateral Manager

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

Stanfield Arbitrage CDO, Ltd.
By: Stanfield Capital Partners LLC,
as its Collateral Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

Stanfield Carrera CLO, Ltd.
By: Stanfield Capital Partners LLC,
as its Asset Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

Stanfield Quattro CLO, Ltd.
By: Stanfield Capital Partners LLC,
as its Collateral Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

Stanfield/RMF Transatlantic CDO Ltd.
By: Stanfield Capital Partners LLC,
as its Collateral Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

STANWICH LOAN FUNDING LLC, as a Bank

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

TCW SELECT LOAN FUND, LIMITED
By: TCW Advisors, Inc., as its
Collateral Manager

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

TOLLI & CO.

By: EATON VANCE MANAGEMENT, as
Investment Advisor

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

TORONTO DOMINION (NEW YORK), LLC

By: /s/ Masood Fikree

Name: Masood Fikree
Title: Authorized Signatory

VELOCITY CLO, LTD.

By: TCW Advisors, Inc., its
Collateral Manager

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

Wachovia Bank, NA, as a Bank

By: /s/ Rotcher Watkins

Name: Rotcher Watkins
Title: Managing Director

Windsor Loan Funding, Limited

By: Stanfield Capital Partners LLC
as its Investment Manager

By: /s/ Christopher E. Jansen

Name: Christopher E. Jansen
Title: Managing Partner

LOAN FUNDING I LLC,
a wholly owned subsidiary of Citibank,
N.A.

By: TCW Advisors, Inc., as portfolio
manager of Loan Funding I LLC

By: /s/ Richard F. Kurth

Name: Richard F. Kurth
Title: Senior Vice President

By: /s/ Jonathan R. Insull

Name: Jonathan R. Insull
Title: Managing Director

LOAN FUNDING IV LLC, as a Lender
By: Highland Capital Management, L.P.
as Portfolio Manager

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manger

LOAN FUNDING VII LLC, as a Lender
By: Highland Capital Management, L.P.
as Collateral Manager

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

LOAN FUNDING IX LLC
By: INVESCO Senior Secured Management,
Inc. as Portfolio Manager

By: /s/ Gregory Stoeckle

Name: Gregory Stoeckle
Title: Authorized Signatory

MACQUARIE/FIRST TRUST GLOBAL
INFRASTRUCTURE/UTILITIES DIVIDEND &
INCOME FUND, as a Lender

By: /s/ Steven Columbaro

Name: Steven Columbaro
Title: Vice President

Merrill Lynch Capital Corp.

By: /s/ Carol J.F. Feeley

Name: Carol J.F. Feeley
Title: Vice President

THE NORINCHUKIN BANK, NEW YORK BRANCH
through State Street Bank and Trust
Company N.A., as Fiduciary Custodian
By: Eaton Vance Management,
Attorney-in-fact

By: /s/ Michael B. Botthof

Name: Michael B. Botthof
Title: Vice President

The Bank of Nova Scotia, as a Bank

By: /s/ Thane Rattew

Name: Thane Rattew
Title: Managing Director

PAMCO CAYMAN LTD., as a Lender

By: Highland Capital Management, L.P.
as Collateral Manager

By: /s/ Todd Travers

Name: Todd Travers
Title: Senior Portfolio Manager

By: PPM America, Inc., as
Attorney-in-fact, on behalf of
Jackson National Life Insurance
Company

By: /s/ David C. Wyman

Name: David C. Wyman
Title: Managing Director

PPM SHADOW CREEK FUNDING LLC

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Assistant Vice President

PPM SPYGLASS FUNDING TRUST

By: /s/ Diana M. Himes

Name: Diana M. Himes
Title: Authorized Agent

SANKATY ADVISORS, LLC, as Collateral
Manager FOR RACE POINT CLO, LIMITED, as
Term Lender

By: /s/ Timothy Barnes

Name Timothy Barnes
Title: Senior Vice President

SANKATY ADVISORS, LLC, as Collateral
Manager FOR RACE POINT CLO II, LIMITED,
as Term Lender

By: /s/ Timothy Barnes

Name Timothy Barnes
Title: Senior Vice President

ACKNOWLEDGEMENT AND CONSENT

Dated as of December 10, 2004

The undersigned does hereby (a) consent, acknowledge and agree to the transactions described in the foregoing First Amendment and (b) after giving effect to such First Amendment, (i) confirms, reaffirms and restates the representations and warranties made by it in each Loan Document 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), (ii) ratifies and confirms the Pledge Agreement and (iii) confirms and agrees that the Pledge Agreement is, and shall continue to be, in full force and effect, with the Collateral described therein securing, and continuing to secure, the payment of all obligations of the undersigned referred to therein; provided that each reference to the Credit Agreement therein and in each of the other Credit Documents shall be deemed to be a reference to the Credit Agreement after giving effect to such First Amendment.

UNITY HOLDING, LLC

By: /s/ Patricia F. Genzel

Name: Patricia F. Genzel
Title: President

[CENTERPOINT ENERGY LOGO]

For CNP information, contact:

MEDIA:

LETICIA LOWE

Phone 713.207.7702

INVESTORS:

MARIANNE PAULSEN

Phone 713.207.6500

[TEXAS GENCO LOGO]

For Texas Genco LLC information, contact:

JOE HOUSEHOLDER

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FOR IMMEDIATE RELEASE

TEXAS GENCO'S PUBLICLY HELD SHARES

CONVERTED INTO \$47 PER SHARE

TGN stock will cease trading at market close today

HOUSTON - DECEMBER 14, 2004 - CenterPoint Energy, Inc. (NYSE: CNP) and Texas Genco Holdings, Inc. (NYSE: TGN) today announced the closing of Texas Genco Holdings' merger with a wholly owned subsidiary of CenterPoint Energy. As a result of the merger, Texas Genco Holdings' publicly held shares have been converted into the right to receive \$47 per share in cash without interest and less any applicable withholding taxes. Following the close of trading today, Texas Genco Holdings' shares will no longer be publicly traded.

The merger is part of the first step of the transaction announced in July in which Texas Genco LLC, formerly known as GC Power Acquisition LLC, will acquire CenterPoint Energy's wholesale electric power generation company for about \$3.65 billion in cash. Texas Genco LLC is owned in equal parts by affiliates of The Blackstone Group, Hellman & Friedman LLC, Kohlberg Kravis Roberts & Co. L.P. and Texas Pacific Group. The final portion of this step is to be completed December 15, 2004, when Texas Genco Holdings will sell its subsidiary that owns its coal, lignite and gas-fired generation plants to Texas Genco LLC for \$2.813 billion in cash. Cash proceeds to CenterPoint Energy from this step, after payment of the \$47 per share to the public shareholders, will be \$2.231 billion.

The second step of the transaction is expected to take place in the first half of 2005 following receipt of approval by the Nuclear Regulatory Commission. Texas Genco LLC will acquire Texas Genco Holdings, Inc., whose principal remaining asset will be its ownership interest in the South Texas Project nuclear generating facility, for \$700 million. Total cash proceeds to CenterPoint Energy from both steps of the transaction are expected to be approximately \$2.931 billion, representing a price to CenterPoint Energy of \$45.25 per share for its ownership interest in Texas Genco Holdings.

For more information regarding these transactions, please refer to Texas Genco Holdings' information statement on Schedule 14C dated November 12, 2004, which can be found on both the Securities and Exchange Commission's Internet site located at <http://www.sec.gov> and on Texas Genco Holdings' Internet site located at <http://www.txgenco.com>. Any questions about the payment of the merger consideration should be directed to 800.231.6406.

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[CENTERPOINT ENERGY LOGO]

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FOR IMMEDIATE RELEASE

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This news release includes forward-looking statements. Actual events and results may differ materially from those projected. The statements in this news release regarding future events and other statements that are not historical facts are forward-looking statements. Factors that could affect actual results include the satisfaction of certain closing conditions relating to the future transactions described in this release, the timing and impact of future regulatory decisions, and other factors discussed in CenterPoint Energy's and Texas Genco Holdings' Form 10-Ks for the period ended December 31, 2003, Form 10-Qs for the periods ended March 31, 2004, June 30, 2004, and September 30, 2004 and other filings with the Securities and Exchange Commission.

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[CENTERPOINT ENERGY LOGO]

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FOR IMMEDIATE RELEASE

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CENTERPOINT ENERGY COMPLETES SALE OF FOSSIL GENERATION
Proceeds of \$2.231 billion will be used primarily to pay down debt

HOUSTON - DECEMBER 15, 2004 - CenterPoint Energy, Inc. (NYSE: CNP) announced today that its subsidiary Texas Genco Holdings, Inc. completed the sale of its fossil generation assets (coal, lignite and gas-fired plants) to Texas Genco LLC, formerly known as GC Power Acquisition LLC. In this first step of a two-step transaction, CenterPoint Energy received cash proceeds from the sale of \$2.231 billion. CenterPoint Energy intends to use the proceeds primarily to repay outstanding indebtedness.

This sale completes the first step of the transaction announced in July in which Texas Genco LLC will acquire CenterPoint Energy's wholesale electric power generation company. Texas Genco LLC is owned in equal parts by affiliates of The Blackstone Group, Hellman & Friedman LLC, Kohlberg Kravis Roberts & Co. L.P. and Texas Pacific Group.

"The sale enables CenterPoint Energy to reduce its debt and concentrate on its energy delivery businesses," said David M. McClanahan, president and chief executive officer of CenterPoint Energy. "Of course it's hard for us at CenterPoint Energy to let go of a business that has been a part of our company for so many years. But under the plan we developed in response to the 1999 Texas electric restructuring law, it is time for CenterPoint Energy to take this step."

In the second step of the transaction, Texas Genco LLC will acquire Texas Genco Holdings for an additional cash payment of \$700 million. At that time Texas Genco Holdings' principal remaining asset will be its ownership interest in the South Texas Project nuclear generating facility. That step is expected to take place in the first half of 2005 following receipt of approval by the Nuclear Regulatory Commission. Total cash proceeds to CenterPoint Energy from both steps of the transaction are expected to be approximately \$2.931 billion, representing a price to CenterPoint Energy of \$45.25 per share for its ownership interest in Texas Genco Holdings.

CenterPoint Energy was advised on the transaction by Citigroup Global Markets Inc., Baker Botts L.L.P. and Day, Berry & Howard LLP. The special committee of independent directors of Texas Genco Holdings was advised by RBC Capital Markets Corporation and Haynes and Boone, LLP. Texas Genco LLC was

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FOR IMMEDIATE RELEASE

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advised by Goldman Sachs, Deutsche Bank and Morgan Stanley and the law firms Simpson Thacher & Bartlett LLP, Stroock & Stroock & Lavan LLP, Vinson & Elkins LLP and Balch & Bingham LLP.

This news release includes forward-looking statements. Actual events and results may differ materially from those projected. The statements in this news release regarding future events and other statements that are not historical facts are forward-looking statements. Factors that could affect actual results include the satisfaction of certain closing conditions relating to the future transactions described in this release, the timing and impact of future regulatory decisions, and other factors discussed in CenterPoint Energy's and Texas Genco Holdings' Form 10-Ks for the period ended December 31, 2003, Form 10-Qs for the periods ended March 31, 2004, June 30, 2004, and September 30, 2004 and other filings with the Securities and Exchange Commission.

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