

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): August 31, 2002

CENTERPOINT ENERGY, INC.
(Exact name of registrant as specified in its charter)
d/b/a RELIANT ENERGY, INCORPORATED

TEXAS (State or other jurisdiction of incorporation)	333-69502 (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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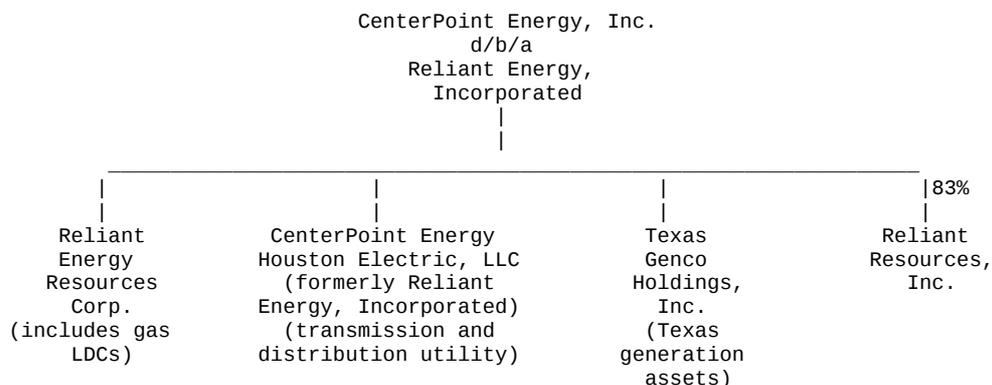
Registrant's telephone number, including area code: (713) 207-3000

ITEM 5. OTHER EVENTS.

Effective August 31, 2002, Reliant Energy, Incorporated ("Reliant Energy") consummated a restructuring transaction as a result of which it became an indirect wholly owned subsidiary of a new holding company, CenterPoint Energy, Inc. ("CenterPoint Energy"), and each share of common stock, without par value, of Reliant Energy was converted into one share of common stock, par value \$0.01 per share, of CenterPoint Energy. CenterPoint Energy generally replicates all of the principal corporate characteristics of Reliant Energy. It is governed by the same board of directors and management, and has substantially similar charter and bylaws. The restructuring was approved by Reliant Energy's shareholders at a special meeting of the shareholders held on December 17, 2001. Also, as part of the restructuring, (i) Reliant Energy conveyed its Texas electric generation assets and certain buildings and related assets to wholly owned subsidiaries, (ii) Reliant Energy was converted into a Texas limited liability company named CenterPoint Energy Houston Electric, LLC, and (iii) the capital stock of all of Reliant Energy's former subsidiaries (other than certain financing subsidiaries), including the subsidiaries that acquired the Texas electric generation assets and buildings and the approximately 83% ownership interest in Reliant Resources, Inc., was distributed to CenterPoint Energy. These transactions were consummated pursuant to the Texas restructuring law and Reliant Energy's plan to restructure its businesses into two distinct publicly traded companies.

The following diagram depicts a summary overview of the current corporate organizational structure of CenterPoint Energy and its principal operating subsidiaries. Unless otherwise indicated, ownership interests shown below are 100%.

ORGANIZATION CHART AFTER RESTRUCTURING



Concurrently with the restructuring and pursuant to the agreements that govern the indebtedness, CenterPoint Energy assumed, and Reliant Energy was released from, approximately \$3.2 billion in principal amount of outstanding indebtedness, consisting of (i) \$840 million of 2.0% Zero-Premium Exchangeable Subordinated Notes due 2029;

(ii) installment payment obligations relating to \$1.4 billion of pollution control bonds issued by various governmental authorities on behalf of Reliant Energy with interest rates ranging from 4.7% to 6.7%; (iii) \$150 million of medium-term notes with an interest rate of 6.5%; and (iv) \$386.6 million of junior subordinated debentures relating to the 7.20% trust preferred securities of REI Trust I, \$257.7 million of junior subordinated debentures relating to the 8.125% trust preferred securities of HL&P Capital Trust I and \$103.1 million of junior subordinated debentures relating to the 8.257% capital securities of HL&P Capital Trust II (collectively, the "Trust Securities") issued by Delaware business trusts sponsored by Reliant Energy (collectively, the "Trusts"), along with Reliant Energy's guarantees of the Trust Securities. Additionally, CenterPoint Energy assumed a \$2.5 billion Senior A Credit Agreement, dated as of July 13, 2001 among Houston Industries FinanceCo LP, Reliant Energy and the lender parties thereto, and a \$1.8 billion Senior B Credit Agreement, dated as of July 13, 2001 among Houston Industries FinanceCo LP, Reliant Energy and the lender parties thereto.

CenterPoint Energy, with its subsidiaries, is subject to regulation as a registered holding company system under the Public Utility Holding Company Act of 1935 (the "1935 Act"). In order to enable CenterPoint Energy ultimately to satisfy the requirements for an exemption from regulation as a registered holding company under the 1935 Act, it is seeking authority to divide the gas distribution businesses conducted by Reliant Energy Resources Corp.'s three unincorporated gas distribution divisions among three separate entities. We have obtained all necessary approvals of these transactions from the public service commissions having jurisdiction over our gas distribution businesses. Although we expect the business restructuring of Reliant Energy Resources Corp. can be completed, we can provide no assurance that this will, in fact, occur, or that CenterPoint Energy will ultimately be exempt from regulation as a registered holding company under the 1935 Act.

Pursuant to Rule 12g-3(a) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), shares of common stock of CenterPoint Energy, together with the associated rights to purchase preferred stock issued pursuant to the Rights Agreement, dated as of January 1, 2002 between CenterPoint Energy and JPMorgan Chase Bank, as rights agent (as it may be amended or supplemented from time to time, the "Rights Agreement"), are deemed to be registered under paragraph (b) of Section 12 of the Exchange Act.

The shares of common stock of CenterPoint Energy issued in the restructuring were also approved for listing by the New York Stock Exchange and the Chicago Stock Exchange. CenterPoint Energy currently conducts business under the name Reliant Energy, Incorporated, and CenterPoint Energy's common stock currently trades under the symbol "REI."

The following identifies the directors and executive officers of CenterPoint Energy and provides a description of the capital stock of CenterPoint Energy.

DIRECTORS AND OFFICERS OF CENTERPOINT ENERGY

The directors of CenterPoint Energy and their respective classes are:

CLASS I -----	CLASS II -----	CLASS III -----
Robert J. Cruikshank T. Milton Honea Laree E. Perez	Milton Carroll John T. Cater R. Steve Letbetter	O. Holcombe Crosswell

CenterPoint Energy's principal executive officers are:

R. Steve Letbetter.....	Chairman of the Board, President and Chief Executive Officer
Robert W. Harvey.....	Vice Chairman
Stephen W. Naeve.....	Vice Chairman
David M. McClanahan.....	Vice Chairman and President and Chief Operating Officer-Regulated Operations
Mark M. Jacobs.....	Executive Vice President and Chief Financial Officer
Hugh Rice Kelly.....	Executive Vice President, General Counsel and Corporate Secretary
James S. Brian.....	Senior Vice President and Chief Accounting Officer

DESCRIPTION OF CENTERPOINT ENERGY CAPITAL STOCK

The following descriptions are summaries of material terms of the CenterPoint Energy common stock, preferred stock, articles of incorporation and bylaws. This summary is qualified by reference to the CenterPoint Energy amended and restated articles of incorporation and amended and restated bylaws, each as amended to date, copies of which have been included as exhibits hereto and are incorporated herein by reference, and by the provisions of applicable law.

The CenterPoint Energy authorized capital stock consists of:

- o 1,000,000,000 shares of common stock, par value \$0.01 per share, of which 304,120,209 shares are outstanding, and
- o 20,000,000 shares of preferred stock, par value \$0.01 per share, of which no shares are outstanding.

A series of CenterPoint Energy preferred stock, designated Series A Preferred Stock, has been reserved for issuance upon exercise of the preferred stock purchase rights attached to each share of CenterPoint Energy common stock.

COMMON STOCK

Voting Rights. Holders of CenterPoint Energy common stock are entitled to one vote for each share on all matters submitted to a vote of shareholders, including the election of directors. There are no cumulative voting rights. Subject to the voting rights expressly conferred under prescribed conditions to the holders of CenterPoint Energy preferred stock, the holders of CenterPoint Energy common stock possess exclusive full voting power for the election of directors and for all other purposes.

Dividends. Subject to preferences that may be applicable to any outstanding CenterPoint Energy preferred stock, the holders of CenterPoint Energy common stock are entitled to dividends when, as and if declared by the board of directors out of funds legally available for that purpose.

Liquidation Rights. If CenterPoint Energy is liquidated, dissolved or wound up, the holders of CenterPoint Energy common stock will be entitled to a pro rata share in any distribution to shareholders, but only after satisfaction of all of its liabilities and of the prior rights of any outstanding class of CenterPoint Energy preferred stock.

Preemptive Rights. Holders of CenterPoint Energy common stock are not entitled to any preemptive or conversion rights or other subscription rights.

Transfer Agent and Registrar. Our shareholder services division will serve as transfer agent and registrar for the CenterPoint Energy common stock.

Other Provisions. There are no redemption or sinking fund provisions applicable to the CenterPoint Energy common stock. No personal liability will attach to holders of such shares under the laws of the State of Texas. Subject to the provisions of the CenterPoint Energy articles of incorporation and bylaws imposing certain supermajority voting provisions, the rights of the holders of shares of CenterPoint Energy common stock may not be modified except by a vote of at least a majority of the shares outstanding, voting together as a single class.

PREFERRED STOCK

The CenterPoint Energy board of directors may cause CenterPoint Energy to issue preferred stock from time to time in one or more series and may fix the number of shares and the terms of each series without the approval of its shareholders. The CenterPoint Energy board of directors may determine the terms of each series, including:

- o the designation of the series,
- o dividend rates and payment dates,
- o redemption rights,
- o liquidation rights,
- o sinking fund provisions,

- o conversion rights,
- o voting rights, and
- o any other terms.

The issuance of preferred stock, while providing desired flexibility in connection with possible acquisitions and other corporate purposes, could adversely affect the voting power of holders of CenterPoint Energy common stock. It could also affect the likelihood that holders of CenterPoint Energy common stock will receive dividend payments and payments upon liquidation.

The issuance of shares of preferred stock, or the issuance of rights to purchase shares of preferred stock, could be used to discourage an attempt to obtain control of CenterPoint Energy. For example, if, in the exercise of its fiduciary obligations, the CenterPoint Energy board were to determine that a takeover proposal was not in the best interest of CenterPoint Energy, the board could authorize the issuance of a series of preferred stock containing class voting rights that would enable the holder or holders of the series to prevent or make the change of control transaction more difficult. Alternatively, a change of control transaction deemed by the board to be in the best interest of CenterPoint Energy could be facilitated by issuing a series of preferred stock having sufficient voting rights to provide a required percentage vote of the stockholders.

For purposes of the rights plan described below, CenterPoint Energy's board of directors has designated a series of preferred stock to constitute the Series A Preferred Stock. For a description of the rights plan, see "Antitakeover Effects of Texas Laws and CenterPoint Energy Charter and Bylaw Provisions" - - - Shareholder Rights Plan."

ANTITAKEOVER EFFECTS OF TEXAS LAWS AND CENTERPOINT ENERGY CHARTER AND BYLAW PROVISIONS

Some provisions of Texas law and the CenterPoint Energy articles of incorporation and bylaws could make the following more difficult:

- o acquisition of CenterPoint Energy by means of a tender offer,
- o acquisition of control of CenterPoint Energy by means of a proxy contest or otherwise, or
- o removal of CenterPoint Energy incumbent officers and directors.

These provisions, as well as the CenterPoint Energy shareholder rights plan, are designed to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of CenterPoint Energy to first negotiate with its board of directors. CenterPoint Energy believes that the benefits of this

increased protection give it the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure it, and that the benefits of this increased protection outweigh the disadvantages of discouraging those proposals, because negotiation of those proposals could result in an improvement of their terms.

CHARTER AND BYLAW PROVISIONS

Election and Removal of Directors. The exact number of members of the CenterPoint Energy board of directors will be fixed from time to time by resolution of the board of directors. The CenterPoint Energy board of directors is divided into three classes, Class I, Class II and Class III. Each class is as nearly equal in number of directors as possible. The terms of office of the directors of Class I expire at the annual meeting of shareholders in 2003, of Class II expire at the annual meeting of shareholders in 2004 and of Class III expire at the annual meeting of shareholders in 2005. At each annual meeting, the shareholders elect the number of directors equal to the number in the class whose term expires at the meeting to hold office until the third succeeding annual meeting. This system of electing and removing directors may discourage a third party from making a tender offer for or otherwise attempting to obtain control of CenterPoint Energy, because it generally makes it more difficult for shareholders to replace a majority of the directors. In addition, no director may be removed except for cause, and directors may be removed for cause only by the holders of a majority of the shares of capital stock entitled to vote at an election of directors. Any vacancy occurring on the board of directors and any newly created directorship may be filled by a majority of the remaining directors in office or by election by the shareholders.

Shareholder Meetings. The CenterPoint Energy articles of incorporation and bylaws provide that special meetings of holders of common stock may be called only by the chairman of its board of directors, its chief executive officer, the president, the secretary or a majority of its board of directors or the holders of at least 50% of the shares outstanding and entitled to vote.

Modification of Articles of Incorporation. In general, amendments to the articles of incorporation which are recommended by the board of directors require the affirmative vote of holders of at least a majority of the voting power of all outstanding shares of capital stock entitled to vote in the election of directors. The provisions described above under "-- Election and Removal of Directors" and "-- Shareholder Meetings" may be amended only by the affirmative vote of holders of at least 66 2/3% of the voting power of all outstanding shares of capital stock entitled to vote in the election of directors. The provisions described below under "-- Modification of the Bylaws" may be amended only by the affirmative vote of holders of at least 80% of the voting power of all outstanding shares of capital stock entitled to vote in the election of directors.

Modification of Bylaws. The CenterPoint Energy board of directors has the power to alter, amend or repeal the bylaws or adopt new bylaws by the affirmative vote of at least 80% of all directors then in office at any regular or special meeting of the board of directors called for that purpose. The shareholders also have the power to alter, amend or repeal the bylaws or adopt new bylaws by the affirmative vote of holders of at least 80% of the voting power of all

outstanding shares of capital stock entitled to vote in the election of directors, voting together as a single class.

Other Limitations on Shareholder Actions. The CenterPoint Energy bylaws also impose some procedural requirements on shareholders who wish to:

- o make nominations in the election of directors,
- o propose that a director be removed,
- o propose any repeal or change in the bylaws, or
- o propose any other business to be brought before an annual or special meeting of shareholders.

Under these procedural requirements, a shareholder must deliver timely notice to the corporate secretary of the nomination or proposal along with evidence of:

- o the shareholder's status as a shareholder,
- o the number of shares beneficially owned by the shareholder,
- o a list of the persons with whom the shareholder is acting in concert, and
- o the number of shares such persons beneficially own.

To be timely, a shareholder must deliver notice:

- o in connection with an annual meeting of shareholders, not less than 90 nor more than 180 days prior to the date on which the immediately preceding year's annual meeting of shareholders was held; provided that if the date of the annual meeting is advanced by more than 30 days prior to or delayed by more than 60 days after the date on which the immediately preceding year's annual meeting of shareholders was held, not less than 180 days prior to such annual meeting and not later than the last to occur of (i) the 90th day prior to such annual meeting or (ii) the 10th day following the day on which CenterPoint Energy first makes public announcement of the date of such meeting, or
- o in connection with a special meeting of shareholders, not less than 40 nor more than 60 days prior to the date of the special meeting.

In order to submit a nomination for the board of directors, a shareholder must also submit information with respect to the nominee that CenterPoint Energy would be required to include in a proxy statement, as well as some other information. If a shareholder fails to follow the required procedures, the shareholder's nominee or proposal will be ineligible and will not be voted on by the CenterPoint Energy shareholders.

Limitation on Liability of Directors. The CenterPoint Energy articles of incorporation provide that no director will be personally liable to it or its shareholders for monetary damages for breach of fiduciary duty as a director, except as required by law, as in effect from time to time. Currently, Texas law requires that liability be imposed for the following:

- o any breach of the director's duty of loyalty to CenterPoint Energy or its shareholders,
- o any act or omission not in good faith that constitutes a breach of duty of the director to the corporation or an act or omission that involves intentional misconduct or a knowing violation of law,
- o a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of a director's office, and
- o an act or omission for which the liability of a director is expressly provided for by statute.

The CenterPoint Energy bylaws provide that CenterPoint Energy will indemnify its officers and directors and advance expenses to them in connection with proceedings and claims, to the fullest extent permitted by the Texas Business Corporation Act ("TBCA"). The bylaws authorize the board of directors of CenterPoint Energy to indemnify and advance expenses to people other than its officers and directors in certain circumstances.

TEXAS ANTITAKEOVER LAW

CenterPoint Energy is subject to Article 13.03 of the TBCA. That section prohibits Texas corporations from engaging in a wide range of specified transactions with any affiliated shareholder during the three-year period immediately following the affiliated shareholder's acquisition of shares. An affiliated shareholder is any person, other than the corporation and any of its wholly owned subsidiaries, that is or was within the preceding three-year period the beneficial owner of 20% or more of any class or series of stock entitled to vote generally in the election of directors. Article 13.03 may deter any potential unfriendly offers or other efforts to obtain control of CenterPoint Energy that are not approved by its board. This may deprive the shareholders of opportunities to sell shares of CenterPoint Energy common stock at a premium to the prevailing market price.

SHAREHOLDER RIGHTS PLAN

Each share of CenterPoint Energy common stock includes one right to purchase from CenterPoint Energy a unit consisting of one one-thousandth of a share of its Series A Preferred Stock at a purchase price of \$42.50 per unit, subject to adjustment. The rights are issued pursuant the Rights Agreement. We have summarized selected portions of the Rights Agreement and the

rights below. This summary is qualified by reference to the Rights Agreement, a copy of which has been included as an exhibit hereto.

Detachment of Rights; Exercisability. The rights will attach to all certificates representing CenterPoint Energy common stock issued prior to the "release date." That date will occur, except in some cases, on the earlier of:

- o ten days following a public announcement that a person or group of affiliated or associated persons, who we refer to collectively as an "acquiring person," has acquired, or obtained the right to acquire, beneficial ownership of 20% or more of the outstanding shares of the CenterPoint Energy common stock, or
- o ten business days following the start of a tender offer or exchange offer that would result in a person becoming an acquiring person.

The CenterPoint Energy board of directors may defer the release date in some circumstances. Also, some inadvertent acquisitions of CenterPoint Energy common stock will not result in a person becoming an acquiring person if the person promptly divests itself of sufficient common stock.

Until the release date:

- o common stock certificates will evidence the rights,
- o the rights will be transferable only with those certificates,
- o new common stock certificates will contain a notation incorporating the Rights Agreement by reference, and
- o the surrender for transfer of any common stock certificate will also constitute the transfer of the rights associated with the common stock represented by the certificate.

The rights are not exercisable until the release date and will expire at the close of business on December 31, 2011, unless CenterPoint Energy redeems or exchanges them at an earlier date as described below.

As soon as practicable after the release date, the rights agent will mail certificates representing the rights to holders of record of common stock as of the close of business on the release date. From that date on, only separate rights certificates will represent the rights. CenterPoint Energy will also issue rights with all shares of common stock issued prior to the release date. CenterPoint Energy will also issue rights with shares of common stock issued after the release date in connection with some employee benefit plans or upon conversion of some securities. Except as otherwise determined by the CenterPoint Energy board of directors, CenterPoint Energy will not issue rights with any other shares of common stock issued after the release date.

Flip-In Event. A flip-in event will occur under the Rights Agreement when a person becomes an acquiring person otherwise than pursuant to a "permitted offer." The Rights Agreement defines "permitted offer" as a tender or exchange offer for all outstanding shares of CenterPoint Energy common stock at a price and on terms that a majority of the independent directors of the CenterPoint Energy board of directors determines to be fair to and otherwise in the best interests of CenterPoint Energy and the best interest of its shareholders.

If a flip-in event occurs, each right, other than any right that has become null and void as described below, will become exercisable to receive the number of shares of common stock, or in certain circumstances, cash, property or other securities, which has a "current market price" equal to two times the exercise price of the right. Please refer to the Rights Agreement for the definition of "current market price."

Flip-Over Event. A "flip-over event" will occur under the Rights Agreement when, at any time from and after the time a person becomes an acquiring person:

- o CenterPoint Energy is acquired or it acquires such person in a merger or other business combination transaction, other than specified mergers that follow a permitted offer, or
- o 50% or more of the assets, cash flow or earning power of CenterPoint Energy is sold or transferred.

If a flip-over event occurs, each holder of a right, except rights that are voided as described below, will thereafter have the right to receive, on exercise of the right, a number of shares of common stock of the acquiring company that has a current market price equal to two times the exercise price of the right.

When a flip-in event or a flip-over event occurs, all rights that then are, or under the circumstances the Rights Agreement specifies previously were, beneficially owned by an acquiring person or specified related parties will become null and void in the circumstances the Rights Agreement specifies.

Series A Preferred Stock. After the release date, each right will entitle the holder to purchase a fractional share of CenterPoint Energy Series A Preferred Stock, which will be essentially the economic equivalent of one share of common stock.

Antidilution. The number of outstanding rights associated with a share of common stock, the number of fractional shares of Series A Preferred Stock issuable upon exercise of a right and the exercise price of the right are subject to adjustment in the event of certain stock dividends on, or a subdivision, combination or reclassification of, CenterPoint Energy common stock occurring prior to the release date. The exercise price of the rights and the number of fractional shares of Series A Preferred Stock or other securities or property issuable on exercise of the rights are subject to adjustment from time to time to prevent dilution in the event of certain transactions affecting the Series A Preferred Stock.

With some exceptions, CenterPoint Energy will not be required to adjust the exercise price of the rights until cumulative adjustments amount to at least 1% of the exercise price. The Rights Agreement also will not require CenterPoint Energy to issue fractional shares of Series A Preferred Stock that are not integral multiples of the specified fractional share and, in lieu thereof, CenterPoint Energy will make a cash adjustment based on the market price of the Series A Preferred Stock on the last trading date prior to the date of exercise. Pursuant to the Rights Agreement, CenterPoint Energy reserves the right to require prior to the occurrence of any flip-in event or flip-over event that, on any exercise of rights, a number of rights must be exercised so that it will issue only whole shares of Series A Preferred Stock.

Redemption of Rights. At any time until the time a person becomes an acquiring person, CenterPoint Energy may redeem the rights in whole, but not in part at a price of \$.005 per right, payable, at its option, in cash, shares of common stock or such other consideration as its board of directors may determine. Upon such redemption, the rights will terminate and the only right of the holders of rights will be to receive the \$.005 redemption price.

Exchange of Rights. At any time after the occurrence of a flip-in event and prior to a person's becoming the beneficial owner of 50% or more of the CenterPoint Energy outstanding common stock or the occurrence of a flip-over event, CenterPoint Energy may exchange the rights, other than rights owned by an acquiring person or an affiliate or an associate of an acquiring person, which will have become void, in whole or in part, at an exchange ratio of one share of common stock, and/or other equity securities deemed to have the same value as one share of common stock, per right, subject to adjustment.

Substitution. If CenterPoint Energy has an insufficient number of authorized but unissued shares of common stock available to permit an exercise or exchange of rights upon the occurrence of a flip-in event, it may substitute certain other types of property for common stock so long as the total value received by the holder of the rights is equivalent to the value of the common stock that the shareholder would otherwise have received. CenterPoint Energy may substitute cash, property, equity securities or debt, reduce the exercise price of the rights or use any combination of the foregoing.

No Rights as a Shareholder. Until a right is exercised, a holder of rights will have no rights to vote or receive dividends or any other rights as a holder of CenterPoint Energy common stock.

Amendment of Terms of Rights. The CenterPoint Energy board of directors may amend any of the provisions of the Rights Agreement, other than the redemption price, at any time prior to the time a person becomes an acquiring person. Thereafter, the board of directors may only amend the Rights Agreement in order to cure any ambiguity, defect or inconsistency or to make changes that do not materially and adversely affect the interests of holders of the rights, excluding the interests of any acquiring person.

Rights Agent. JPMorgan Chase Bank will serve as rights agent with regard to the rights.

Anti-Takeover Effects. The rights will have anti-takeover effects. They will cause substantial dilution to any person or group that attempts to acquire CenterPoint Energy without the approval of its board of directors. As a result, the overall effect of the rights may be to make more difficult or discourage any attempt to acquire CenterPoint Energy even if such acquisition may be favorable to the interests of its shareholders. Because the CenterPoint Energy board of directors can redeem the rights or approve a permitted offer, the rights should not interfere with a merger or other business combination approved by the board of directors.

ITEM 7. FINANCIAL STATEMENTS AND EXHIBITS.

(c) Exhibits.

The following exhibits are filed herewith:

Exhibits not incorporated by reference to a prior filing are designated by a cross (+); all exhibits not so designated are incorporated herein by reference to a prior filing of CenterPoint Energy, Inc. as indicated.

Exhibit Number -----	Description -----	Report or Registration Statement -----	SEC File or Registration Number -----	Exhibit References -----
2(a)(1)	Agreement and Plan of Merger among Reliant Energy, Incorporated ("REI"), CenterPoint Energy, Inc. ("CNP") and Reliant Energy MergerCo, Inc. dated as of October 19, 2001	Joint Proxy Statement/Prospectus contained in Registration Statement on Form S-4	333-69502	Annex A
3(a)	Amended and Restated Articles of Incorporation of CNP	Joint Proxy Statement/Prospectus contained in Registration Statement on Form S-4	333-69502	Annex B
3(b)	Articles of Amendment to Amended and Restated Articles of Incorporation of CNP	Form 10-K for the year ended December 31, 2001	333-69502	3.1.1
3(c)	Amended and Restated Bylaws of CNP	Form 10-K for the year ended December 31, 2001	333-69502	3.2
4(a)	Form of CNP Stock Certificate	Registration Statement on Form S-4	333-69502	4.1
4(b)	Statement of Resolution Establishing a Series of Shares designated Series A Preferred Stock of CNP	Form 10-K for the year ended December 31, 2001	333-69502	3.3
4(c)	Rights Agreement dated as of January 1, 2002 between CNP and JPMorgan Chase Bank, as Rights Agent	Form 10-K for the year ended December 31, 2001	333-69502	4.2
+4(d)	Fifth Supplemental Indenture dated as of August 31, 2002, among CNP, REI and JPMorgan Chase Bank (supplementing the Collateral Trust Indenture dated as of September 1, 1988 pursuant to which REI's Series C Medium Term Notes were issued)			

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit References
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+4(e)	Supplemental Indenture No. 2 dated as of August 31, 2002, among CNP, REI and JPMorgan Chase Bank (supplementing the Subordinated Indenture dated as of September 1, 1999 under which REI's 2% Zero-Premium Exchangeable Subordinated Notes Due 2029 were issued)			
+4(f)	Supplemental Indenture No. 2 dated as of August 31, 2002, among CNP, REI and The Bank of New York (supplementing the Junior Subordinated Indenture dated as of February 15, 1999 under which REI's Junior Subordinated Debentures related to REI Trust I's 7.20% trust originated preferred securities were issued)			
+4(g)	Supplemental Indenture No. 3 dated as of August 31, 2002 among CNP, REI and The Bank of New York (supplementing the Junior Subordinated Indenture dated as of February 1, 1997 under which REI's Junior Subordinated Debentures related to 8.125% trust preferred securities issued by HL&P Capital Trust I and 8.257% capital securities issued by HL&P Capital Trust II were issued)			
+4(h)	Third Supplemental Indenture dated as of August 31, 2002 among CNP, REI, Reliant Energy Resources Corp. ("RERC") and The Bank of New York (supplementing the Indenture dated as of June 15, 1996 under which RERC's 6.25% Convertible Junior Subordinated Debentures were issued)			
+4(i)	Second Supplemental Indenture dated as of August 31, 2002 among CNP, REI, RERC and JPMorgan Chase Bank (supplementing the Indenture dated as of March 1, 1987 under which RERC's 6% Convertible Subordinated Debentures due 2012 were issued)			

Exhibit Number -----	Description -----	Report or Registration Statement -----	SEC File or Registration Number -----	Exhibit References -----
+4(j)	Assignment and Assumption Agreement for the Guarantee Agreements dated as of August 31, 2002 between CNP and REI (relating to (i) the Guarantee Agreement dated as of February 4, 1997 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 8.125% trust preferred securities issued by Trust I and (ii) the Guarantee Agreement dated as of February 4, 1997 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 8.257% capital securities issued by Trust II)			
+4(k)	Assignment and Assumption Agreement for the Guarantee Agreement dated as of August 31, 2002 between CNP and REI (relating to the Guarantee Agreement dated as of February 26, 1999 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 7.20% Trust Originated Preferred Securities issued by REI Trust I)			
+4(l)	Assignment and Assumption Agreement for the Expense and Liability Agreements and the Trust Agreements dated as of August 31, 2002 between CNP and REI (relating to the (i) Agreement as to Expenses and Liabilities dated as of June 4, 1997 between REI and Trust I, (ii) Agreement as to Expenses and Liabilities dated as of February 4, 1997 between REI and Trust II, (iii) Trust I's Amended and Restated Trust Agreement dated February 4, 1997 and (iv) Trust II's Amended and Restated Trust Agreement dated February 4, 1997)			

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.
d/b/a RELIANT ENERGY,
INCORPORATED

Date: September 3, 2002

By: /s/ Hugh Rice Kelly

Executive Vice President, General
Counsel and Corporate Secretary

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4(a)	Form of CNP Stock Certificate	Registration Statement on Form S-4	333-69502	4.1
4(b)	Statement of Resolution Establishing a Series of Shares designated Series A Preferred Stock of CNP	Form 10-K for the year ended December 31, 2001	333-69502	3.3
4(c)	Rights Agreement dated as of January 1, 2002 between CNP and JPMorgan Chase Bank, as Rights Agent	Form 10-K for the year ended December 31, 2001	333-69502	4.2
+4(d)	Fifth Supplemental Indenture dated as of August 31, 2002, among CNP, REI and JPMorgan Chase Bank (supplementing the Collateral Trust Indenture dated as of September 1, 1988 pursuant to which REI's Series C Medium Term Notes were issued)			

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit References
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+4(e)	Supplemental Indenture No. 2 dated as of August 31, 2002, among CNP, REI and JPMorgan Chase Bank (supplementing the Subordinated Indenture dated as of September 1, 1999 under which REI's 2% Zero-Premium Exchangeable Subordinated Notes Due 2029 were issued)			
+4(f)	Supplemental Indenture No. 2 dated as of August 31, 2002, among CNP, REI and The Bank of New York (supplementing the Junior Subordinated Indenture dated as of February 15, 1999 under which REI's Junior Subordinated Debentures related to REI Trust I's 7.20% trust originated preferred securities were issued)			
+4(g)	Supplemental Indenture No. 3 dated as of August 31, 2002 among CNP, REI and The Bank of New York (supplementing the Junior Subordinated Indenture dated as of February 1, 1997 under which REI's Junior Subordinated Debentures related to 8.125% trust preferred securities issued by HL&P Capital Trust I and 8.257% capital securities issued by HL&P Capital Trust II were issued)			
+4(h)	Third Supplemental Indenture dated as of August 31, 2002 among CNP, REI, Reliant Energy Resources Corp. ("RERC") and The Bank of New York (supplementing the Indenture dated as of June 15, 1996 under which RERC's 6.25% Convertible Junior Subordinated Debentures were issued)			
+4(i)	Second Supplemental Indenture dated as of August 31, 2002 among CNP, REI, RERC and JPMorgan Chase Bank (supplementing the Indenture dated as of March 1, 1987 under which RERC's 6% Convertible Subordinated Debentures due 2012 were issued)			

Exhibit Number	Description	Report or Registration Statement	SEC File or Registration Number	Exhibit References
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+4(j)	Assignment and Assumption Agreement for the Guarantee Agreements dated as of August 31, 2002 between CNP and REI (relating to (i) the Guarantee Agreement dated as of February 4, 1997 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 8.125% trust preferred securities issued by Trust I and (ii) the Guarantee Agreement dated as of February 4, 1997 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 8.257% capital securities issued by Trust II)			
+4(k)	Assignment and Assumption Agreement for the Guarantee Agreement dated as of August 31, 2002 between CNP and REI (relating to the Guarantee Agreement dated as of February 26, 1999 between REI and The Bank of New York providing for the guaranty of certain amounts relating to the 7.20% Trust Originated Preferred Securities issued by REI Trust I)			
+4(l)	Assignment and Assumption Agreement for the Expense and Liability Agreements and the Trust Agreements dated as of August 31, 2002 between CNP and REI (relating to the (i) Agreement as to Expenses and Liabilities dated as of June 4, 1997 between REI and Trust I, (ii) Agreement as to Expenses and Liabilities dated as of February 4, 1997 between REI and Trust II, (iii) Trust I's Amended and Restated Trust Agreement dated February 4, 1997 and (iv) Trust II's Amended and Restated Trust Agreement dated February 4, 1997)			

FIFTH SUPPLEMENTAL INDENTURE

This Fifth Supplemental Indenture, dated as of August 31, 2002 (this "Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CEP"), Reliant Energy, Incorporated, a Texas corporation (formerly Houston Lighting & Power Company) (the "Company"), and JPMorgan Chase Bank (formerly Texas Commerce Bank National Association), as Trustee (the "Trustee"), supplements the Collateral Trust Indenture dated as of September 1, 1988 (the "Indenture") between the Company and the Trustee, as supplemented by the First Supplemental Indenture dated as of January 1, 1989 between the Company and the Trustee, the Second Supplemental Indenture dated as of May 1, 1989 between the Company and the Trustee, the Third Supplemental Indenture dated as of February 1, 1993 between the Company and the Trustee and the Fourth Supplemental Indenture dated as of December 1, 1993 between the Company and the Trustee under which the Company's Series A, B and C Medium Term Notes were issued and Series C Medium Term Notes (the "Securities") remain outstanding.

RECITALS

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Company, CEP and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly-owned subsidiary of CEP ("MergerCo"), MergerCo will be merged with and into the Company (the "Merger"), with the Company to be the surviving corporation, as a result of which, at the effective time of the Merger, each share of common stock, without par value, of the Company will be converted into one share of CEP common stock and the Company will become a wholly-owned subsidiary of CEP;

WHEREAS, concurrently with the Merger, the Company will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to CEP (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly owned subsidiaries of CEP (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Company's properties and assets substantially as an entirety;

WHEREAS, pursuant to Section 901 of the Indenture, CEP, as the transferee of the Company's properties and assets substantially as an entirety, is required to expressly assume, by an indenture supplemental to the Indenture, the due and punctual payment of the principal of (and premium, if any) and interest (including all additional amounts, if any, payable pursuant to the Indenture) on all the Securities and the performance of every covenant of the Indenture on the part of the Company to be performed or observed;

WHEREAS, Section 1001 of the Indenture provides that under certain conditions the Company and the Trustee, without the consent of the Holders of Securities, at any time and from time to time, may enter into an indenture supplemental to the Indenture for the purposes

inter alia, to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants of the Company under the Indenture and in the Securities;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE
WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Sections 901 and 1001 of the Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Securities, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

Section 2. Succession by Transfer of Properties and Assets Substantially as an Entirety.

(1) Upon consummation of the Restructuring, CEP shall become the successor to the Company for all purposes of the Indenture and CEP hereby expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest (including all additional amounts, if any, payable pursuant to the Indenture) on all the Securities and the performance of every covenant of the Indenture, as supplemented by this Supplemental Indenture, on the part of the Company to be performed or observed.

(2) Concurrently with the execution and delivery of this Supplemental Indenture, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel as required by Section 901(3) of the Indenture.

(3) Pursuant to Section 902 of the Indenture, concurrently with the execution and delivery of this Supplemental Indenture, (i) CEP shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if CEP had been named as the Company in the Indenture and (ii) the Company shall be relieved of all obligations and covenants under the Indenture and the Securities.

Section 3. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 4. Governing Law. The laws of the State of Texas shall govern this Supplemental Indenture without regard to principles of conflicts of laws.

Section 5. Successors. All agreements of the parties hereto in this Supplemental Indenture shall bind their respective successors.

Section 6. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 7. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of the Company and CEP, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest:

Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

JPMORGAN CHASE BANK,
Trustee

By: /s/ Bill Marshall

Name: Bill Marshall
Title: Vice President

SUPPLEMENTAL INDENTURE NO. 2

This Supplemental Indenture No. 2, effective as of August 31, 2002 (this "Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CNP"), Reliant Energy, Incorporated, a Texas corporation (the "Company"), and JPMorgan Chase Bank, formerly Chase Bank of Texas, National Association, as Trustee (the "Trustee"), supplements the Subordinated Indenture dated as of September 1, 1999 (the "Indenture") between the Company and the Trustee, and Supplemental Indenture No. 1 dated as of September 1, 1999 between the Company and the Trustee, under which 17,166,571 of the Company's 2.0% Zero-Premium Exchangeable Subordinated Notes due 2029 (the "Securities") were issued and remain outstanding.

RECITALS

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Company, CNP and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly-owned subsidiary of CNP ("MergerCo"), MergerCo will be merged with and into the Company (the "Merger"), with the Company to be the surviving corporation, as a result of which, at the effective time of the Merger, each share of common stock, without par value, of the Company will be converted into one share of common stock, par value \$0.01 per share, of CNP and the Company will become a wholly-owned subsidiary of CNP;

WHEREAS, concurrently with the Merger, the Company will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to CNP (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly-owned subsidiaries of CNP (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Company's properties and assets substantially as an entirety;

WHEREAS, pursuant to Section 801 of the Indenture, CNP, as the transferee of the Company's properties and assets substantially as an entirety, is required to expressly assume, by an indenture supplemental to the Indenture, the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of every covenant of the Indenture on the part of the Company to be performed or observed;

WHEREAS, Section 901 of the Indenture provides that under certain conditions the Company and the Trustee, without the consent of the Holders of Securities, at any time and from time to time, may enter into an indenture supplemental to the Indenture for the purposes inter alia, to evidence the succession of another corporation to the Company and the assumption by the successor corporation of the covenants, agreements and obligations of the Company under the Indenture and in the Securities;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE
WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Sections 801 and 901 of the Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Securities, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

Section 2. Succession by Transfer of Properties and Assets Substantially as an Entirety.

(1) Upon consummation of the Restructuring, CNP shall become the successor to the Company for all purposes of the Indenture and CNP hereby expressly assumes the due and punctual payment of the principal of and any premium and interest on all the Securities and the performance or observance of every covenant, obligation and agreement of the Indenture, as supplemented by this Supplemental Indenture, on the part of the Company to be performed or observed.

(2) Concurrently with the execution and delivery of this Supplemental Indenture, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel as required by Section 801(3) of the Indenture.

(3) Pursuant to Section 802 of the Indenture, concurrently with the execution and delivery of this Supplemental Indenture, (i) CNP shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if CNP had been named as the Company in the Indenture and (ii) the Company shall be discharged from all obligations and covenants under the Indenture and the Securities.

Section 3. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 4. Governing Law. The laws of the State of New York shall govern this Supplemental Indenture without regard to principles of conflicts of laws.

Section 5. Successors. All agreements of the parties hereto in this Supplemental Indenture shall bind their respective successors.

Section 6. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest:

Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

JPMORGAN CHASE BANK,
Trustee

Attest:

By: /s/ Carol Logan

Name: Carol Logan
Title: Vice President and Trust Officer

By: /s/ Donna Edmundson

Name: Donna Edmundson
Title: Vice President and Trust
Officer

SUPPLEMENTAL INDENTURE NO. 2

This Supplemental Indenture No. 2, effective as of August 31, 2002 (this "Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CNP"), Reliant Energy, Incorporated, a Texas corporation (the "Company"), and The Bank of New York, as Trustee (the "Trustee"), supplements the Junior Subordinated Indenture dated as of February 15, 1999, between the Company and the Trustee, as supplemented by Supplemental Indenture No. 1 dated as of February 15, 1999, between the Company and the Trustee (the "Indenture") under which the Company's Junior Subordinated Debentures related to \$375,000,000 of 7.20% trust originated preferred securities issued by REI Trust I (the "Debentures") were issued and remain outstanding.

RECITALS

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Company, CNP and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly-owned subsidiary of CNP ("MergerCo"), MergerCo will be merged with and into the Company (the "Merger"), with the Company to be the surviving corporation, as a result of which, at the effective time of the Merger, each share of common stock, without par value, of the Company will be converted into one share of common stock, par value \$0.01 per share, of CNP and the Company will become a wholly-owned subsidiary of CNP;

WHEREAS, concurrently with the Merger, the Company will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to CNP (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly-owned subsidiaries of CNP (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Company's properties and assets substantially as an entirety;

WHEREAS, pursuant to Section 10.01 of the Indenture, CNP, as transferee of the Company's properties and assets substantially as an entirety, is required to expressly assume, by an indenture supplemental to the Indenture, all the obligations of the Company under the Debentures and the Indenture;

WHEREAS, Section 9.01 of the Indenture provides that under certain conditions the Company and the Trustee, without the consent of the Debentureholders, from time to time and at any time, may enter into an indenture supplemental to the Indenture for the purposes inter alia, to evidence the succession of another corporation to the Company and the assumption by any such successor of the obligations of the Company contained in the Indenture or otherwise established with respect to the Debentures;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE
WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Sections 9.01 and 10.01 of the Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Debentures, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

Section 2. Succession by Transfer of Properties and Assets Substantially as an Entirety.

(1) Upon consummation of the Restructuring, CNP shall become the successor to the Company for all purposes of the Indenture and CNP hereby expressly assumes all the obligations of the Company under the Debentures and the Indenture.

(2) Concurrently with the execution and delivery of this Supplemental Indenture, the Company has delivered to the Trustee an Opinion of Counsel as allowed by Sections 9.05 and 10.03 of the Indenture.

(3) Pursuant to Section 10.02 of the Indenture, concurrently with the execution and delivery of this Supplemental Indenture, (i) CNP shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if CNP had been named as the Company in the Indenture and (ii) the Company shall be relieved of all obligations and covenants under the Indenture and the Debentures.

Section 3. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 4. Governing Law. The laws of the State of New York shall govern this Supplemental Indenture without regard to principles of conflicts of laws.

Section 5. Successors. All agreements of the parties hereto in this Supplemental Indenture shall bind their respective successors.

Section 6. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 7. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of the Company and CNP, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest:

Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

THE BANK OF NEW YORK,
Trustee

Attest:

By: /s/ Barbara A. Bevelaqua

Name: Barbara A. Bevelaqua
Title: Vice President

By: /s/ Beata Hryniewicka

Name: Beata Hryniewicka
Title: Assistant Treasurer

SUPPLEMENTAL INDENTURE NO. 3

This Supplemental Indenture No. 3, effective as of August 31, 2002 (this "Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CNP"), Reliant Energy, Incorporated, a Texas corporation (formerly Houston Lighting & Power Company) (the "Company"), and The Bank of New York, as Trustee (the "Trustee"), supplements the Junior Subordinated Indenture dated as of February 1, 1997, between the Company and the Trustee, as supplemented by Supplemental Indenture No. 1 dated as of February 1, 1997 between the Company and the Trustee and Supplemental Indenture No. 2 dated as of February 1, 1997 between the Company and the Trustee (the "Indenture") under which the Company's Junior Subordinated Debentures related to \$250,000,000 of 8.125% trust preferred securities issued by HL&P Capital Trust I and \$100,000,000 of 8.257% capital securities issued by HL&P Capital Trust II (the "Securities") were issued and remain outstanding.

RECITALS

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Company, CNP and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly-owned subsidiary of CNP ("MergerCo"), MergerCo will be merged with and into the Company (the "Merger"), with the Company to be the surviving corporation, as a result of which, at the effective time of the Merger, each share of common stock, without par value, of the Company will be converted into one share of common stock, par value \$0.01 per share, of CNP and the Company will become a wholly-owned subsidiary of CNP;

WHEREAS, concurrently with the Merger, the Company will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to CNP (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly-owned subsidiaries of CNP (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Company's properties and assets substantially as an entirety;

WHEREAS, pursuant to Section 8.1 of the Indenture, CNP, as the transferee of the Company's properties and assets substantially as an entirety, is required to expressly assume, by an indenture supplemental to the Indenture, the due and punctual payment of the principal of (and premium, if any) and interest (including any Additional Interest) on all the Securities and the performance of every covenant of the Indenture on the part of the Company to be performed or observed;

WHEREAS, Section 9.1 of the Indenture provides that under certain conditions the Company and the Trustee, without the consent of the Holders of Securities, at any time and from time to time, may enter into an indenture supplemental to the Indenture for the purposes

inter alia, to evidence the succession of another corporation to the Company and the assumption by any such successor of the covenants of the Company under the Indenture and in the Securities;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE
WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Sections 8.1 and 9.1 of the Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Securities, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings assigned to such terms in the Indenture.

Section 2. Succession by Transfer of Properties and Assets Substantially as an Entirety.

(1) Upon consummation of the Restructuring, CNP shall become the successor to the Company for all purposes of the Indenture and CNP hereby expressly assumes the due and punctual payment of the principal of (and premium, if any) and interest (including any Additional Interest) on all the Securities and the performance of every covenant of the Indenture, as supplemented by this Supplemental Indenture, on the part of the Company to be performed or observed.

(2) Concurrently with the execution and delivery of this Supplemental Indenture, the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel as required by Section 8.1(4) of the Indenture.

(3) Pursuant to Section 8.2 of the Indenture, concurrently with the execution and delivery of this Supplemental Indenture, (i) CNP shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture with the same effect as if CNP had been named as the Company in the Indenture and (ii) the Company shall be discharged from all obligations and covenants under the Indenture and the Securities.

Section 3. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 4. Governing Law. The laws of the State of New York shall govern this Supplemental Indenture without regard to principles of conflicts of laws.

Section 5. Successors. All agreements of the parties hereto in this Supplemental Indenture shall bind their respective successors.

Section 6. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 7. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of the Company and CNP, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned have caused this Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest:

Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

THE BANK OF NEW YORK,
Trustee

By: /s/ Barbara A. Bevelaqua

Attest:

Name: Barbara A. Bevelaqua
Title: Vice President

By: /s/ Beata Hryniewicka

Name: Beata Hryniewicka
Title: Assistant Treasurer

THIRD SUPPLEMENTAL INDENTURE

This Third Supplemental Indenture, effective as of August 31, 2002 (this "Third Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CNP"), Reliant Energy, Incorporated (formerly Houston Lighting & Power Company), a Texas corporation ("REI"), Reliant Energy Resources Corp. (formerly NorAm Energy Corp.), a Delaware corporation ("RERC"), and The Bank of New York, as Trustee (the "Trustee"), supplements the Indenture dated as of June 15, 1996 between NorAm Energy Corp., a Delaware corporation ("NorAm"), and the Trustee, as supplemented by the First Supplemental Indenture, dated as of June 15, 1996 (the "First Supplemental Indenture") between NorAm and the Trustee and the Second Supplemental Indenture dated as of August 6, 1997 (the "Second Supplemental Indenture") among Houston Lighting & Power Company, HI Merger, Inc., a Delaware corporation, NorAm, and the Trustee (as supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), under which RERC's 6 1/4% Convertible Junior Subordinated Debentures (the "Debentures") were issued and are outstanding.

RECITALS

WHEREAS, pursuant to the terms of the Indenture, each \$50 principal amount of the Debentures is currently convertible into \$33.62 of cash (the "Cash Consideration") and 1.55 shares of common stock, without par value, of REI ("REI Common Stock");

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of October 19, 2001 (the "Merger Agreement") among REI, Reliant Energy MergerCo, Inc., a Texas corporation and indirect subsidiary of CNP ("MergerCo"), and CNP, REI will be merged with and into MergerCo, with REI to be the surviving corporation (the "Merger");

WHEREAS, at the effective time of the Merger (the "Effective Time"), each outstanding share of REI Common Stock will be converted into one share of common stock, par value \$0.01 per share, of CNP ("CNP Common Stock");

WHEREAS, in connection with the Merger, CNP, REI and RERC have duly determined to make, execute and deliver to the Trustee this Third Supplemental Indenture in order to reflect the results of the Merger as required by Section 7.4 of the First Supplemental Indenture;

WHEREAS, Section 7.4 of the First Supplemental Indenture requires that, as a result of the Merger, each Holder of a Debenture shall have the right to convert the Debenture into the consideration receivable upon the Merger by a holder of the number of shares of REI Common Stock into which the Debenture could have been converted immediately prior to the Merger;

WHEREAS, Section 9.1 of the Indenture provides that under certain conditions RERC and the Trustee, without the consent of the Holders of Debentures, from time to time and at any time, may enter into an indenture supplemental to the Indenture, inter alia, to evidence the assumption by any successor of the covenants under the Indenture and in the Debentures and to add to such covenants for the benefit of the Holders of Debentures;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE
WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Section 9.1 of the Indenture and Section 7.4 of the First Supplemental Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Debentures, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the respective meanings assigned to such terms in the Indenture.

Section 2. Conversion Privilege. The Holder of each Debenture outstanding as of the Effective Time (and each subsequent Holder) shall have the right from and after the Effective Time to convert such Debenture only into (i) 1.55 shares of CNP Common Stock (the "Stock Consideration"), subject to the adjustments provided for in Article Seven of the First Supplemental Indenture, (and cash in lieu of fractional shares of CNP Common Stock) and (ii) the Cash Consideration.

Section 3. Additional Covenants of CNP. CNP hereby (i) agrees to (A) reserve and keep available out of its authorized but unissued capital stock, solely for the purpose of issuance upon the conversion of Debentures as provided in this Third Supplemental Indenture and the First Supplemental Indenture, a number of shares of CNP Common Stock sufficient to issue the Stock Consideration upon the conversion of all outstanding Debentures and (B) issue and cause to be delivered in accordance with this Third Supplemental Indenture, the First Supplemental Indenture and the Company's instructions, the Stock Consideration and the Cash Consideration upon conversion of any Debenture and (ii) warrants that all shares of CNP Common Stock that may be issued upon the conversion of any Debenture, when so issued, shall be duly authorized, validly issued, fully paid and nonassessable.

Section 4. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 5. Governing Law. The laws of the State of New York shall govern this Third Supplemental Indenture without regard to principles of conflicts of laws.

Section 6. Successors. All agreements of the parties hereto in this Third Supplemental Indenture shall bind their respective successors.

Section 7. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Third Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 8. Trustee's Disclaimer. The recitals contained herein shall be taken as the statements of REI, CNP and RERC, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned have caused this Third Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest:

Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

RELIANT ENERGY RESOURCES CORP.

By: /s/ Rufus Scott

Attest:

Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate
Secretary

THE BANK OF NEW YORK, Trustee

By: /s/ Barbara A. Bevelaqua

Attest:

Name: Barbara A. Bevelaqua
Title: Vice President

By: /s/ Beata Hryniewicka

Name: Beata Hryniewicka
Title: Assistant Treasurer

SECOND SUPPLEMENTAL INDENTURE

This Second Supplemental Indenture, effective as of August 31, 2002 (this "Second Supplemental Indenture"), among CenterPoint Energy, Inc., a Texas corporation ("CNP"), Reliant Energy, Incorporated (formerly Houston Lighting & Power Company), a Texas corporation ("REI"), Reliant Energy Resources Corp. (formerly NorAm Energy Corp.), a Delaware corporation ("RERC"), and JPMorgan Chase Bank (as successor to The Chase Manhattan Bank (National Association)), as Trustee (the "Trustee"), supplements the Indenture dated as of March 1, 1987 between NorAm Energy Corp., a Delaware corporation and successor in interest to Arkla, Inc. ("NorAm"), and the Trustee, as supplemented by the Supplemental Indenture, dated as of August 6, 1997 (as supplemented, the "Indenture") among Houston Lighting & Power Company, HI Merger, Inc., a Delaware corporation, NorAm, and the Trustee, under which RERC's 6% Convertible Subordinated Debentures due 2012 (the "Debentures") were issued and are outstanding.

RECITALS

WHEREAS, pursuant to the terms of the Indenture, each \$50 principal amount of the Debentures is currently convertible into \$14.24 of cash (the "Cash Consideration") and 0.65 shares of common stock, without par value, of REI ("REI Common Stock");

WHEREAS, pursuant to the Agreement and Plan of Merger dated as of October 19, 2001 (the "Merger Agreement") among REI, Reliant Energy MergerCo, Inc., a Texas corporation and indirect subsidiary of CNP ("MergerCo"), and CNP, REI will be merged with and into MergerCo, with REI to be the surviving corporation (the "Merger");

WHEREAS, at the effective time of the Merger (the "Effective Time"), each outstanding share of REI Common Stock will be converted into one share of common stock of CNP ("CNP Common Stock");

WHEREAS, in connection with the Merger, CNP, REI and RERC have duly determined to make, execute and deliver to the Trustee this Second Supplemental Indenture in order to reflect the results of the Merger as required by Section 1306 of the Indenture;

WHEREAS, Section 1306 of the Indenture requires that a Holder of a Debenture shall have the right to convert the Debenture into the consideration receivable upon the Merger by a holder of shares of REI Common Stock into which the Debenture could have been converted immediately prior to the Merger; and

WHEREAS, Section 901 of the Indenture provides that under certain conditions RERC and the Trustee, without the consent of the Holders of Debentures, from time to time and at any time, may enter into an indenture supplemental to the Indenture, inter alia, to make provisions with respect to the conversion rights of and to add covenants for the benefit of the Holders of Debentures;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to comply with Sections 901 and 1306 of the Indenture, the parties hereto hereby agree, for the equal and proportionate benefit of the respective Holders from time to time of the Debentures, as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein have the respective meanings assigned to such terms in the Indenture.

Section 2. Conversion Privilege. The Holder of each Debenture outstanding as of the Effective Time (and each subsequent Holder) shall have the right from and after the Effective Time to convert such Debenture only into (i) 0.65 shares of CNP Common Stock (the "Stock Consideration"), subject to the adjustments provided for in Article Thirteen of the Indenture, (and cash in lieu of fractional shares of CNP Common Stock) and (ii) the Cash Consideration.

Section 3. Additional Covenants of CNP. CNP hereby (i) agrees to (A) reserve and keep available out of its authorized but unissued capital stock, solely for the purpose of issuance upon the conversion of Debentures as provided in this Second Supplemental Indenture and the Indenture, a number of shares of CNP Common Stock sufficient to issue the Stock Consideration upon the conversion of all outstanding Debentures and (B) issue and cause to be delivered in accordance with this Second Supplemental Indenture, the Indenture and the Company's instructions, the Stock Consideration and the Cash Consideration upon conversion of any Debenture and (ii) warrants that all shares of CNP Common Stock that may be issued upon the conversion of any Debenture, when so issued, shall be duly authorized, validly issued, fully paid and nonassessable.

Section 4. Ratification. The Indenture as hereby supplemented is in all respects ratified and confirmed by each of the parties hereto, and all of the rights and powers created thereby or thereunder shall be and remain in full force and effect.

Section 5. Governing Law. The laws of the State of New York shall govern this Second Supplemental Indenture without regard to principles of conflicts of laws.

Section 6. Successors. All agreements of the parties hereto in this Second Supplemental Indenture shall bind their respective successors.

Section 7. Multiple Counterparts. The parties hereto may sign multiple counterparts of this Second Supplemental Indenture. Each signed counterpart shall be deemed an original, but all of them together represent the same agreement.

Section 8. Recitals. The recitals contained in this Second Supplemental Indenture shall be taken as the statements of CNP, REI and RERC, and the Trustee assumes no responsibility for their correctness and makes no representations as to the validity or sufficiency of this Second Supplemental Indenture.

IN WITNESS WHEREOF, the undersigned have caused this Second Supplemental Indenture to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Attest: Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Attest: Name: Marc Kilbride
Title: Treasurer

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

RELIANT ENERGY RESOURCES CORP.

By: /s/ Rufus Scott

Attest: Name: Rufus Scott
Title: Vice President

By: /s/ Richard B. Dauphin

Name: Richard B. Dauphin
Title: Assistant Corporate Secretary

JPMORGAN CHASE BANK, Trustee

By: /s/ Gregory P. Shea

Attest: Name: Gregory P. Shea
Title: Assistant Vice President

By: /s/ Virginia Dominguez

Name: Virginia Dominguez
Title: Trust Officer

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE GUARANTEE AGREEMENTS

This Assignment and Assumption Agreement (this "Agreement") is entered into as of August 31, 2002 by and between CenterPoint Energy, Inc., a Texas corporation (the "New Guarantor"), and Reliant Energy, Incorporated, a Texas corporation (formerly Houston Lighting & Power Company) (the "Existing Guarantor").

WHEREAS, the Existing Guarantor and the Bank of New York, as Trustee (the "Trustee"), are parties to (i) the Guarantee Agreement (relating to HL&P Capital Trust I) dated as of February 4, 1997 (the "HL&P Trust I Guarantee") in favor of the Holders of, and providing for the guaranty of, certain amounts relating to the 8.125% trust preferred securities issued by HL&P Capital Trust I, a Delaware statutory business trust (the "Preferred Securities"), and (ii) the Guarantee Agreement (relating to HL&P Capital Trust II) dated as of February 4, 1997 (the "HL&P Trust II Guarantee," and, together with the HL&P Trust I Guarantee, the "Guarantees"), in favor of the Holders of, and providing for the guaranty of, certain amounts relating to the 8.257% capital securities issued by HL&P Capital Trust II, a Delaware statutory business trust (the "Capital Securities" and together with the Preferred Securities, the "Securities");

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Existing Guarantor, the New Guarantor and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly owned subsidiary of the New Guarantor ("MergerCo"), MergerCo will be merged with and into the Existing Guarantor (the "Merger"), with the Existing Guarantor to be the surviving corporation, as a result of which, at the effective time of the Merger each share of common stock, without par value, of the Existing Guarantor will be converted into one share of the New Guarantor's common stock and the Existing Guarantor will become a wholly owned subsidiary of the New Guarantor;

WHEREAS, concurrently with the Merger, the Existing Guarantor will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to the New Guarantor (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly owned subsidiaries of the New Guarantor (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Existing Guarantor's properties and assets substantially as an entirety;

WHEREAS, the sole asset of each of HL&P Capital Trust I and HL&P Capital Trust II is an aggregate amount of junior subordinated debentures (the "Debentures"), issued under the Junior Subordinated Indenture dated as of February 1, 1997 between the Existing Guarantor and The Bank of New York, as Trustee (the "Trustee"), as supplemented by

Supplemental Indenture No. 1 and Supplemental Indenture No. 2 both dated as of February 1, 1997 and both between the Existing Guarantor and the Trustee (as supplemented, the "Indenture"), equal to the aggregate liquidation amount of the Securities and the common securities issued by each of HL&P Capital Trust I and HL&P Capital Trust II;

WHEREAS, as required by Section 8.1 of the Indenture, pursuant to Supplemental Indenture No. 3 dated as of the date hereof, the New Guarantor is assuming the obligations of the Existing Guarantor under the Debentures and the Indenture as transferee of the Existing Guarantor's properties and assets substantially as an entirety;

WHEREAS, as contemplated by Section 8.1 of each of the Guarantees, the New Guarantor is hereby assuming all obligations of the Existing Guarantor under the Guarantees and for all purposes is becoming the "Guarantor" under the Guarantees;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Existing Guarantor hereby assigns and delegates to the New Guarantor all of its rights and obligations under the Guarantees.

2. Assumption. The New Guarantor hereby accepts the foregoing assignment by the Existing Guarantor and hereby assumes all of the Existing Guarantor's rights and obligations under the Guarantee.

3. Substitution and Release. The New Guarantor unconditionally and irrevocably (i) agrees to be substituted for the Existing Guarantor under the Guarantees and for all purposes become the "Guarantor" under the Guarantees and (ii) releases the Existing Guarantor from all liabilities and obligations under the Guarantees.

4. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. This Agreement shall inure to the benefit of the Holders (as defined in the Guarantees) and their respective successors and assigns, and is entered into by the New Guarantor for the express benefit of such Holders and the Existing Guarantor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Name: Rufus Scott
Title: Vice President

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Treasurer

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE GUARANTEE AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is entered into as of August 31, 2002 by and between CenterPoint Energy, Inc., a Texas corporation (the "New Guarantor"), and Reliant Energy, Incorporated, a Texas corporation (the "Existing Guarantor").

WHEREAS, the Existing Guarantor and the Bank of New York, as Trustee (the "Trustee"), are parties to the Guarantee Agreement (relating to REI Trust I) dated as of February 26, 1999 (the "Guarantee") in favor of the Holders of, and providing for the guaranty of, certain amounts relating to the 7.20% Trust Originated Preferred Securities issued by REI Trust I, a Delaware statutory business trust (the "Securities");

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Existing Guarantor, the New Guarantor and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly owned subsidiary of the New Guarantor ("MergerCo"), MergerCo will be merged with and into the Existing Guarantor (the "Merger"), with the Existing Guarantor to be the surviving corporation, as a result of which, at the effective time of the Merger each share of common stock, without par value, of the Existing Guarantor will be converted into one share of the New Guarantor's common stock and the Existing Guarantor will become a wholly owned subsidiary of the New Guarantor;

WHEREAS, concurrently with the Merger, the Existing Guarantor will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to the New Guarantor (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly owned subsidiaries of the New Guarantor (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Existing Guarantor's properties and assets substantially as an entirety;

WHEREAS, the sole asset of REI Trust I is an aggregate amount of junior subordinated debentures (the "Debentures"), issued under the Junior Subordinated Indenture dated as of February 15, 1999, as supplemented by Supplemental Indenture No. 1 dated as of February 15, 1999 between the Existing Guarantor and the Trustee (as supplemented, the "Indenture"), equal to the aggregate liquidation amount of the Securities and the common securities issued by REI Trust I;

WHEREAS, as required by Section 10.01 of the Indenture, pursuant to Supplemental Indenture No. 2 dated as of the date hereof, the New Guarantor is assuming the

obligations of the Existing Guarantor under the Debentures and the Indenture as transferee of the Existing Guarantor's properties and assets substantially as an entirety;

WHEREAS, as contemplated by Section 9.01 of the Guarantee, the New Guarantor is hereby assuming all obligations of the Existing Guarantor under the Guarantee and for all purposes is becoming the "Guarantor" under the Guarantee;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Existing Guarantor hereby assigns and delegates to the New Guarantor all of its rights and obligations under the Guarantee.

2. Assumption. The New Guarantor hereby accepts the foregoing assignment by the Existing Guarantor and hereby assumes all of the Existing Guarantor's rights and obligations under the Guarantee.

3. Substitution and Release. The New Guarantor unconditionally and irrevocably (i) agrees to be substituted for the Existing Guarantor under the Guarantee and for all purposes become the "Guarantor" under the Guarantee and (ii) releases the Existing Guarantor from all liabilities and obligations under the Guarantee.

4. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. This Agreement shall inure to the benefit of the Holders (as defined in the Guarantee) and their respective successors and assigns, and is entered into by the New Guarantor for the express benefit of such Holders and the Existing Guarantor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Name: Rufus Scott
Title: Vice President

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Treasurer

ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE
AGREEMENTS AS TO EXPENSES AND LIABILITIES
AND THE
AMENDED AND RESTATED TRUST AGREEMENTS

This Assignment and Assumption Agreement (this "Agreement") is entered into as of August 31, 2002 by and between CenterPoint Energy, Inc., a Texas corporation (the "New Obligor"), and Reliant Energy, Incorporated, a Texas corporation (formerly Houston Lighting & Power Company) (the "Existing Obligor").

WHEREAS, (i) the Existing Obligor and HL&P Capital Trust I, a Delaware business trust ("Trust I"), are parties to the Agreement as to Expenses and Liabilities dated as of February 4, 1997 (the "Trust I Expense Agreement") in favor of the beneficiaries of Trust I, providing for the guaranty of full payment of certain obligations of Trust I in connection with Trust I's issuance and sale of its 8.125% Trust Preferred Securities, Series A (the "Preferred Securities"), and (ii) the Existing Obligor and HL&P Capital Trust II, a Delaware business trust, ("Trust II") are parties to the Agreement as to Expenses and Liabilities dated as of February 4, 1997 (the "Trust II Expense Agreement," and together with the Trust I Expense Agreement, the "Expense Agreements") in favor of the beneficiaries of Trust II, providing for the guaranty of full payment of certain obligations of Trust II in connection with Trust II's issuance and sale of its 8.257% Capital Securities, Series B (the "Capital Securities," and together with the Preferred Securities, the "Securities");

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of October 19, 2001, among the Existing Obligor, the New Obligor and Reliant Energy MergerCo, Inc., a Texas corporation and an indirect wholly owned subsidiary of the New Obligor ("MergerCo"), MergerCo will be merged with and into the Existing Obligor (the "Merger"), with the Existing Obligor to be the surviving corporation, as a result of which, at the effective time of the Merger each share of common stock, without par value, of the Existing Obligor will be converted into one share of the New Obligor's common stock, par value \$0.01 per share, and the Existing Obligor will become a wholly owned subsidiary of the New Obligor;

WHEREAS, concurrently with the Merger, the Existing Obligor will (i) distribute the capital stock of all of its subsidiaries, other than certain financing subsidiaries, to the New Obligor (the "Stock Distribution") and (ii) convey its Texas electric generation assets and certain buildings and related assets to indirect wholly owned subsidiaries of the New Obligor (the "Asset Conveyance," and together with the Merger and the Stock Distribution, the "Restructuring");

WHEREAS, the Restructuring is a transfer of the Existing Obligor's properties and assets substantially as an entirety;

WHEREAS, the sole asset of each of Trust I and Trust II is an aggregate principal amount of junior subordinated debentures (the "Debentures"), issued under the Junior Subordinated Indenture dated as of February 1, 1997 between the Existing Obligor and The Bank of New York, as Trustee (the "Trustee"), as supplemented by Supplemental Indenture No. 1 and Supplemental Indenture No. 2 both dated as of February 1, 1997 and both between the Existing Obligor and the Trustee (as supplemented, the "Indenture"), equal to the aggregate liquidation amount of the Securities and the common securities issued by each Trust;

WHEREAS, as required by Section 8.1 of the Indenture, pursuant to Supplemental Indenture No. 3 dated as of the date hereof, the New Obligor is assuming the obligations of the Existing Obligor under the Debentures and the Indenture as transferee of the Existing Obligor's properties and assets substantially as an entirety and in connection therewith, the Existing Obligor desires to transfer the Common Securities of each Trust to the New Obligor;

WHEREAS, pursuant to Section 5.10 of each of Trust I's and Trust II's Amended and Restated Trust Agreement, each dated as of February 4, 1997 and among the Existing Obligor, as Depositor, the Trustee as Property Trustee and The Bank of New York (Delaware) as Delaware Trustee (together, the "Trust Agreements"), in order to transfer the Common Securities, the Existing Obligor must transfer and the New Obligor must assume all rights and obligations under the Expense Agreements;

WHEREAS, as contemplated by Section 2.1 of each of the Expense Agreements, the Existing Obligor is hereby assigning to the New Obligor and the New Obligor is hereby assuming from the Existing Obligor, all obligations of the Existing Obligor under the Expense Agreements and for all purposes is becoming the "Corporation" under the Expense Agreements;

WHEREAS, pursuant to Section 10.8 of each of the Trust Agreements, the Existing Obligor may assign its obligations under the Trust Agreements in connection with the Restructuring;

WHEREAS, as contemplated by Section 10.8 in each of the Trust Agreements, the Existing Obligor is hereby assigning to the New Obligor and the New Obligor is hereby assuming from the Existing Obligor, all obligations of the Existing Obligor under the Trust Agreements and for all purposes becoming the "Depositor" under the Trust Agreements;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Existing Obligor hereby assigns and delegates to the New Obligor all of its rights and obligations under the Expense Agreements and under the Trust Agreements.

2. Assumption. The New Obligor hereby accepts the foregoing assignment by the Existing Obligor and hereby assumes all of the Existing Obligor's rights and obligations under the Expense Agreements and under the Trust Agreements.

3. Release and Substitution. The New Obligor unconditionally and irrevocably (i) releases the Existing Obligor from all obligations and liabilities under the Expense Agreements and the Trust Agreements and (ii) agrees to be substituted for the Existing Obligor under the Expense Agreements and the Trust Agreements and for all purposes is becoming (x) the "Corporation" under the Expense Agreements and (y) the "Depositor" under the Trust Agreements.

4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

CENTERPOINT ENERGY, INC.

By: /s/ Rufus Scott

Name: Rufus Scott
Title: Vice President

RELIANT ENERGY, INCORPORATED

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Treasurer