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

**FORM 8-K**

**CURRENT REPORT**  
**Pursuant to Section 13 or 15(d) of**  
**the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): February 18, 2009

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**CENTERPOINT ENERGY, INC.**

(Exact name of registrant as specified in its charter)

**Texas**  
(State or other jurisdiction  
of incorporation)

**1-31447**  
(Commission File Number)

**74-0694415**  
(IRS Employer  
Identification No.)

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

**77002**  
(Zip Code)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

*Short Term Incentive Plan*

On February 18, 2009, the Compensation Committee of the Board of Directors of CenterPoint Energy, Inc. (the “Company”) determined performance targets and potential payouts for 2009 under the Company’s short term incentive plan, which provides annual cash awards based on achievement of specified performance goals. The Compensation Committee maintained Mr. McClanahan’s target award under this plan at 100% of his earnings and Messrs. Whitlock, Rozzell and Standish at 75% of their earnings for 2009. Mr. Harper’s target award was set at 70% of his earnings for 2009. The performance metrics for 2009 are consistent with the previously disclosed terms of the plan in all material respects.

*Long Term Incentive Plan*

On February 18, 2009, the Compensation Committee authorized awards of performance shares and stock with performance goals for the 2009 to 2011 performance cycle under the Company’s long term incentive plan. The terms of the awards for the 2009 to 2011 performance cycle are consistent with the previously disclosed terms of the plan in all material respects. Metrics related to total shareholder return, operating income and modified cash flow remain unchanged. Participants received three separate performance share awards for the 2009 to 2011 performance cycle with the performance share payout opportunity for each based on one of the three performance metrics.

In addition, the Compensation Committee increased the target award under this plan for the 2009 to 2011 performance cycle from 135% of his earnings to 140% for each of Messrs. Whitlock, Rozzell and Standish, and Mr. Harper’s target award was set at 90%. Mr. McClanahan’s target award for the 2009 to 2011 performance cycle was not changed and remains at 200% of his earnings.

The Compensation Committee also approved new forms of agreement under the Company’s long term incentive plan for performance share awards and stock awards to provide that participants who are or become “retirement eligible” (age 55 with five years of service) during the performance period and terminate employment will receive a payment under the award, if any, based on the actual achievement of the applicable performance objectives at the end of the performance period, with any such amount pro-rated for the period of their employment during the performance period. In addition, the new forms of agreement provide that upon termination for cause, no benefits are payable under the award agreements. Forms of agreement for performance share awards and stock awards with performance goals are attached hereto as Exhibits 10.1 and 10.2, respectively and are incorporated by reference herein.

*Executive Officer Base Salaries*

On February 18, 2009, the Compensation Committee conducted its annual review of base salaries paid to the Company’s named executive officers but made no change to salaries paid to those officers in 2009.

**Item 9.01 Financial Statements and Exhibits.**

The exhibits listed below are filed herewith.

(d) Exhibits.

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| 10.1 | Form of Performance Share Award Agreement for 20XX — 20XX Performance Cycle under the Long-Term Incentive Plan of CenterPoint Energy, Inc. |
| 10.2 | Form of Stock Award Agreement (With Performance Goal) under the Long-Term Incentive Plan of CenterPoint Energy, Inc.                       |
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**SIGNATURE**

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

CENTERPOINT ENERGY, INC.

Date: February 24, 2009

By: /s/ Walter L. Fitzgerald

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Walter L. Fitzgerald

*Senior Vice President and Chief Accounting Officer*

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EXHIBIT INDEX

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10.2	Form of Stock Award Agreement (With Performance Goal) under the Long-Term Incentive Plan of CenterPoint Energy, Inc.

**LONG-TERM INCENTIVE PLAN OF  
CENTERPOINT ENERGY, INC.  
PERFORMANCE SHARE AWARD AGREEMENT  
2009 — 2011 PERFORMANCE CYCLE**

Pursuant to this Award Agreement, CenterPoint Energy, Inc. (the “Company”) hereby grants to «FIRST\_NAME» «LAST\_NAME» (the “Participant”), an employee of the Company, «PBR» target performance shares of Common Stock (the “Target Performance Shares”), such number of shares being subject to adjustment as provided in Section 14 of the Long-Term Incentive Plan of CenterPoint Energy, Inc. (the “Plan”), conditioned upon the Company’s achievement of the Performance Goals over the course of the 2009 — 2011 Performance Cycle, and subject to the following terms and conditions:

**1. Relationship to the Plan.** This grant of Target Performance Shares is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, which have been adopted by the Committee and are in effect on the date hereof. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, it is hereby acknowledged and agreed that the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant herein also include the heirs or other legal representatives of the Participant.

**2. Definitions.** Except as defined herein, capitalized terms shall have the same meanings ascribed to them under the Plan. For purposes of this Award Agreement:

“**Achievement Percentage**” means the percentage of achievement determined by the Committee at the end of the Performance Cycle in accordance with Section 4 that reflects the extent to which the Company achieved the Performance Goals during the Performance Cycle applicable to this Award Agreement.

“**Change in Control Closing Date**” means the date a Change in Control is consummated during the Performance Cycle.

“**Disability**” means that the Participant is both eligible for and in receipt of benefits under the Company’s long-term disability plan.

“**Employment**” means employment with the Company or any of its Subsidiaries.

“**Performance Cycle**” means the period beginning on January 1, 2009 and ending on December 31, 2011.

“**Performance Goals**” means the standards established by the Committee to determine, in whole or in part, whether the Target Performance Shares are earned, which are attached hereto and made a part hereof for all purposes.

“**Performance Shares**” means the shares of Common Stock potentially deliverable to the Participant pursuant to this Award Agreement.

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**“Retirement”** means a Separation from Service on or after attainment of age 55 and with at least five years of service with the Company; *provided, however,* that such Separation from Service is not by the Company for Cause. For purposes of this Award Agreement, “Cause” means the Participant’s (a) gross negligence in the performance of his or her duties, (b) intentional and continued failure to perform his or her duties, (c) intentional engagement in conduct which is materially injurious to the Company or its Subsidiaries (monetarily or otherwise) or (d) conviction of a felony or a misdemeanor involving moral turpitude. For this purpose, an act or failure to act on the part of the Participant will be deemed “intentional” only if done or omitted to be done by the Participant not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company, and no act or failure to act on the part of the Participant will be deemed “intentional” if it was due primarily to an error in judgment or negligence.

**“Section 409A”** means Code Section 409A and the Treasury regulations and guidance issued thereunder.

**“Separation from Service”** means a separation from service with the Company and all its Subsidiaries within the meaning of Treasury Regulation § 1.409A-1(h) (or any successor regulation).

**“Target Performance Shares”** means the actual number of Performance Shares initially granted to the Participant pursuant to this Award Agreement, with such number of Performance Shares to be awarded to the Participant at the close of the Performance Cycle if the Company attains an Achievement Percentage of 100% for the Performance Goals associated with such Target Performance Shares.

**“Vested Performance Shares”** means the shares of Common Stock awarded to the Participant following the Participant’s satisfaction of the vesting provisions of Section 5 and, if applicable, the determination by the Committee of the extent to which the Company has achieved the Performance Goals for the Performance Cycle pursuant to Section 4.

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

#### **4. Award Opportunity.**

(a) The Performance Goals established for the Performance Cycle are attached hereto and made a part hereof for all purposes. Except as otherwise provided in Section 5(b)(ii) and Section 6, the number of Performance Shares awarded to the Participant shall be the product of the number of Target Performance Shares and the Achievement Percentage that is based upon the Committee’s determination of whether and to what extent the Performance Goals have been achieved during the Performance Cycle.

(b) No later than 60 days after the close of the Performance Cycle, the Committee shall determine the extent to which each Performance Goal has been achieved. If the Company has performed at or above the threshold level of achievement for a Performance Goal, the Achievement Percentage shall be between 50% and 150%, with a target level of

achievement resulting in an Achievement Percentage of 100%. In no event shall the Achievement Percentage exceed 150%. The combined level of achievement is the sum of the weighted achievements of the Performance Goals as approved by the Committee. Upon completing its determination of the level at which the Performance Goals have been achieved, the Committee shall notify the Participant of the number of Vested Performance Shares that will be issued to the Participant pursuant to Section 7.

#### **5. Vesting of Performance Shares.**

(a) Unless earlier forfeited in accordance with Section 5(b)(i) or unless earlier vested in accordance with Section 5(b)(ii) or Section 6, the Participant's right to receive the Performance Shares shall vest as of the last day of the Performance Cycle. As soon as administratively practicable, but in no event later than 60 days, after the close of the Performance Cycle, the Committee shall deliver to the Participant the written notice required by Section 4 of the level at which the Performance Goals established for the Performance Cycle have been achieved.

(b) If the Participant's Separation from Service date occurs prior to the close of the Performance Cycle or the occurrence of a Change in Control, then the applicable of the following clauses shall apply with respect to the Performance Shares subject to this Award Agreement:

(1) Forfeiture of Entire Award. If the Participant's Employment is terminated, such that the Participant has a Separation from Service, by the Company or any of its Subsidiaries or by the Participant for any reason other than due to death, Disability or Retirement, then the Participant's right to receive any Performance Shares shall be forfeited in its entirety as of the date of such Separation from Service.

(ii) Death or Disability. If the Participant's Employment is terminated due to death or Disability, the Participant's right to receive the Target Performance Shares shall vest on the date of such Separation from Service in the proportion of the number of days elapsed in the Performance Cycle as of the date of Separation from Service by the total number of days in the Performance Cycle. The Participant's right to receive additional Performance Shares shall be forfeited at such time.

(iii) Retirement. If the Participant's Employment is terminated due to Retirement, the Participant's right to receive the Performance Shares shall vest as of the last day of the Performance Cycle in a pro-rata amount determined by multiplying (1) the number of Performance Shares awarded to the Participant based upon the Committee's determination of achievement of Performance Goals as provided in Section 4, by (2) a fraction, the numerator of which is the number of days elapsed in the Performance Cycle as of the date of the Participant's Separation from Service, and the denominator of which is the total number of days in the Performance Cycle. The Participant's right to receive additional Performance Shares shall be forfeited at such time.

(c) The Performance Shares that vest in accordance with the provisions of this Section 5 shall be paid as provided in Section 7 hereof.

**6. Distribution Upon a Change in Control.** Notwithstanding anything herein to the contrary and without regard to the Performance Goals, if there is a Change in Control during the Performance Cycle, upon the Change in Control Closing Date, the Participant's right to receive the Performance Shares shall vest and be settled by the distribution to the Participant of:

(a) shares of Common Stock equal to the Target Performance Shares; plus

(b) shares of Common Stock (rounded up to the nearest whole share) having a Fair Market Value equal to the amount of dividends that would have been declared on the number of such shares determined under clause (a) above during the period commencing at the beginning of the Performance Cycle and ending on the date immediately preceding the Change in Control Closing Date.

In lieu of the foregoing distribution in shares, the Committee, in its sole discretion, may direct that such distribution be made to the Participant in a lump cash payment equal to:

(x) the product of (i) the Fair Market Value per share of Common Stock on the date immediately preceding the Change in Control Closing Date and (ii) the Target Performance Shares; *plus*

(y) the amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above during the period commencing at the beginning of the Performance Cycle and ending on the date immediately preceding the Change in Control Closing Date.

Such distribution, whether in the form of shares of Common Stock or, if directed by the Committee, in cash, shall be made to the Participant no later than the 70th day after the Change in Control Closing Date, and shall satisfy the rights of the Participant and the obligations of the Company under this Award Agreement in full.

#### **7. Payment of Award.**

(a) If the Participant's right to receive the Performance Shares has vested pursuant to Section 5(a) or Section 5(b)(iii), a number of shares of Common Stock equal to the number of Vested Performance Shares shall be registered in the name of the Participant and certificates representing such Common Stock shall be delivered to the Participant not later than the 70th day after the last day of the Performance Cycle.

(b) If the Participant's right to receive the Performance Shares has vested pursuant to Section 5(b)(ii), a number of shares of Common Stock equal to the number of Vested Performance Shares shall be registered in the name of the Participant (or his or her estate, if applicable) and certificates representing such Common Stock shall be delivered to the Participant (or his or her estate, if applicable) not later than the 70th day after the Participant's Separation from Service date.

(c) The Company shall have the right to withhold applicable taxes from any such payment of Vested Performance Shares or from other compensation payable to the Participant at the time of such vesting and delivery pursuant to Section 11 of the Plan (but subject to compliance with the requirements of Section 409A, if applicable).

(d) Upon delivery of the Vested Performance Shares pursuant to Section 7(a) or 7(b) above, the Participant shall also be entitled to receive a cash payment equal to the sum of all dividends, if any, declared on the Vested Performance Shares after the commencement of the Performance Cycle but prior to the date the Vested Performance Shares are delivered to the Participant.



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

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

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

**10. Shareholder Rights.** The Participant shall have no rights of a shareholder with respect to the Performance Shares, unless and until the Participant is registered as the holder of shares of Common Stock.

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

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

**13. Compliance with Section 409A.** It is the intent of the Company and the Participant that the provisions of the Plan and this Award Agreement comply with Section 409A and will be interpreted and administered consistent therewith. Accordingly, (i) no adjustment to the Award Agreement pursuant to Section 14 of the Plan and (ii) no substitutions of the benefits under this Award Agreement, in each case, shall be made in a manner that results in noncompliance with the requirements of Section 409A, to the extent applicable. The foregoing notwithstanding, the Performance Shares are intended not to be subject to Section 409A under the short term deferral exclusion, and this Award Agreement shall be interpreted and administered consistent therewith.

**14. Compliance with Recoupment Policy.** Any amounts payable or paid under this Award Agreement are subject to the recoupment policy of the Company as in effect from time to time.

**15. Modification of Award Agreement.** Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company.

**LONG-TERM INCENTIVE PLAN OF  
CENTERPOINT ENERGY, INC.  
STOCK AWARD AGREEMENT  
(With Performance Goal)**

Pursuant to this Stock Award Agreement, CenterPoint Energy, Inc. (the “Company”) hereby grants to «FIRST\_NAME» «LAST\_NAME» (the “Participant”), an employee of the Company, on [GRANT DATE] (the “Grant Date”), an award of «RS» shares of Common Stock of the Company (the “Stock Award”), pursuant to the Long-Term Incentive Plan of CenterPoint Energy, Inc. (the “Plan”), conditioned upon the Company’s achievement of the Performance Goals established by the Committee over the course of the Vesting Period, and subject to the terms, conditions and restrictions described in the Plan and as follows:

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

“**Change in Control Closing Date**” means the date a Change in Control (as defined in the Plan) is consummated during the Vesting Period.

“**Change in Control Payment Date**” means the following:

- (i) If the Participant *is not* Retirement Eligible, then the Change in Control Payment Date shall be not later than the 70th day after the Change in Control Closing Date (regardless of whether or not the Participant is a Specified Employee); and
  - (ii) If the Participant is Retirement Eligible and the Change in Control is a Section 409A Change in Control, then the Change in Control Payment Date shall be not later than the 70th day after the Change in Control Closing Date (regardless of whether or not the Participant is a Specified Employee); and
  - (iii) If the Participant is Retirement Eligible, the Change in Control is not a Section 409A Change in Control and the Participant is not a Specified Employee, then the Change in Control Payment Date shall be not later than the 70th day after the earlier of:
    - (1) the Vesting Date; or
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(2) the date of the Participant's Termination for any reason.

(iv) If the Participant is Retirement Eligible, the Change in Control is not a Section 409A Change in Control and the Participant is a Specified Employee, then the Change in Control Payment Date shall be as follows:

(1) if (x) the Participant is in continuous Employment from the Change in Control Closing Date until and including the Vesting Date or (y) the Participant's death occurs prior to the Vesting Date, then the Change in Control Payment Date shall be not later than the 70th day after the earlier of:

(a) the Vesting Date; or

(b) the date of the Participant's death; or

(2) if the Participant's Employment terminates following the Change in Control Closing Date, other than due to death, but prior to the Vesting Date, then the Change in Control Payment Date shall be the earlier of:

(a) the second business day following the end of the six-month period commencing on the Participant's Termination Date; or

(b) the date of the Participant's death, if death occurs during such six-month period.

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

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

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

**"Retirement"** means Termination (i) on or after attainment of age 55 and (ii) with at least five years of Employment; *provided, however*, that such Termination is not by the Company for Cause. For purposes of this Stock Award Agreement, "Cause" means the Participant's (a) gross negligence in the performance of his or her duties, (b) intentional and continued failure to perform his or her duties, (c) intentional engagement in conduct which is materially injurious to the Company or its Subsidiaries (monetarily or otherwise) or (d) conviction of a felony or a misdemeanor involving moral turpitude. For this purpose, an act or failure to act on the part of the Participant will be deemed "intentional" only if done or omitted to be done by the Participant not in good faith and without reasonable belief that his or her action or omission was in the best interest of the Company, and no act or failure to act on the part of the Participant will be deemed "intentional" if it was due primarily to an error in judgment or negligence.

**“Retirement Eligible”** means the Participant (i) is or will be age 55 or older and (ii) has or will have at least five years of Employment on or after the Grant Date, but prior to the calendar year in which the Vesting Date occurs.

**“Section 409A”** means Code Section 409A and the Treasury regulations and guidance issued thereunder.

**“Section 409A Change in Control”** means a Change in Control that satisfies the definition of a change of control for purposes of Code Section 409A(a)(2)(A)(v) and the Treasury regulations and guidance issued thereunder.

**“Specified Employee”** has the meaning of that term under Code Section 409A(a)(2)(B)(i) and the Treasury regulations and guidance issued thereunder.

**“Termination”** means a “separation from service” with the Company and all its Subsidiaries within the meaning of Section 409A and Treasury Regulation § 1.409A-1(h) (or any successor regulation).

**“Termination Date”** means the date of the Participant’s Termination.

**“Vesting Date”** means [\_\_\_\_\_, 2012].

**“Vesting Period”** means the period commencing on the Grant Date and ending on the Vesting Date.

**2. Establishment of Stock Award Account.** The grant of shares of Common Stock of the Company pursuant to this Stock Award Agreement shall be implemented by a credit to a bookkeeping account maintained by the Company evidencing the accrual in favor of the Participant of the unfunded and unsecured right to receive such shares of Common Stock, which right shall be subject to the terms, conditions and restrictions set forth in the Plan and to the further terms, conditions and restrictions set forth in this Stock Award Agreement. Except as otherwise provided in Section 10 of this Stock Award Agreement, the shares of Common Stock credited to the Participant’s bookkeeping account may not be sold, assigned, transferred, pledged or otherwise encumbered until the Participant has been registered as the holder of such shares of Common Stock on the records of the Company, as provided in Sections 4, 5 or 6 of this Stock Award Agreement.

**3. Vesting of Stock Award.** Unless earlier (a) vested or forfeited pursuant this Section 3 or Section 4 below or (b) vested upon the occurrence of a Change in Control pursuant to Section 5 below, the Participant’s right to receive shares of Common Stock (if any) under this Stock Award Agreement shall vest on the Vesting Date. No later than 60 days after the Vesting Date, the Committee shall determine the extent to which each Performance Goal has been achieved. Upon completing its determination of the level at which the Performance Goals have been achieved, the Committee shall notify the Participant of the number of shares of

Common Stock (if any) under this Stock Award Agreement that will be issued to the Participant pursuant to Section 6. Except as provided in Sections 4 and 5 below, the Participant must be in continuous Employment during the Vesting Period in order for the Common Stock to vest; otherwise, all such shares shall be forfeited as of the Participant's Termination Date.

#### **4. Effect of Termination; Payment Timing.**

(a) Termination Prior to the Vesting Date or Change in Control. Notwithstanding Section 3 above, if prior to (i) the Vesting Date or (ii) the occurrence of a Change in Control, the Participant's Termination occurs due to Retirement, death or Disability, then:

(1) *Retirement.* In the event of Retirement, the Participant shall vest in the right to receive a number, if any, of the shares of Common Stock (rounded up to the nearest whole share) determined by multiplying (x) the total number of shares of Common Stock granted under this Stock Award Agreement to the Participant based upon the Committee's determination of achievement of Performance Goals after the end of the Vesting Period, as provided in Section 3, by (y) a fraction, the numerator of which is the number of days that have elapsed from the Grant Date to the Participant's Termination Date, and the denominator of which is the total number of days in the Vesting Period; or

(2) *Death or Disability.* In the event of the Participant's death or Termination due to Disability, without regard to the Performance Goals, the Participant shall vest in the right to receive a number of the shares of Common Stock (rounded up to the nearest whole share) determined by multiplying (x) the total number of shares of Common Stock granted under this Stock Award Agreement by (y) a fraction, the numerator of which is the number of days that have elapsed from the Grant Date to the Participant's Termination Date, and the denominator of which is the total number of days in the Vesting Period.

(b) Timing of Payments.

(1) *Retirement.* If the Participant is entitled to a benefit pursuant to Section 4(a)(1) hereof, a number of shares of Common Stock equal to the number of vested shares of Common Stock under this Stock Award Agreement (as determined by the Committee in accordance with Section 3 and Section 4(a)(1), if any) shall be registered in the name of the Participant and the certificates representing such Common Stock shall be delivered to the Participant not later than the 70th day after the Vesting Date.

(2) *Death.* If the Participant is entitled to a benefit pursuant to Section 4(a)(2) hereof due to the Participant's death, the number of shares of Common Stock determined in accordance with Section 4(a)(2) shall be registered in the name of the Participant's estate and the certificates representing such Common Stock shall be delivered to the Participant's estate as soon as practicable but not later than the 70th day after the date of the Participant's death.

(3) *Disability.*

(A) Specified Employee and Retirement Eligible. If the Participant (i) is entitled to a benefit pursuant to Section 4(a)(2) hereof due to the Participant's Termination due to Disability, (ii) is a Specified Employee, and (iii) is Retirement Eligible, the number of shares of Common Stock determined in accordance with Section 4(a)(2) shall be registered in the name of the Participant and the certificates representing such Common Stock shall be delivered to the Participant on the date that is the earlier of (x) the second business day following the end of the six-month period commencing on the Participant's Termination Date or (y) the Participant's date of death, if death occurs during such six-month period.

(B) All Other Participants. Except as provide in Section 4(b)(3)(A), if the Participant is entitled to a benefit pursuant to Section 4(a)(2) hereof due to the Participant's Termination due to Disability, the number of shares of Common Stock determined in accordance with Section 4(a)(2) shall be registered in the name of the Participant and the certificates representing such Common Stock shall be delivered to the Participant as soon as practicable but not later than the 70th day after the date of the Participant's Termination due to Disability.

(c) Dividend Equivalents. Upon the date of delivery of shares of Common Stock under this Section 4, the Participant shall also be entitled to receive a lump sum cash payment equal to the sum of all dividends, if any, declared on such shares of Common Stock where the record date is after the Grant Date but prior to the date such vested shares of Common Stock are distributed to the Participant (in accordance with the requirements of Section 409A, to the extent applicable).

**5. Distribution Upon a Change in Control.** Notwithstanding any provision of this Agreement to the contrary, if during the Participant's Employment and prior to the end of the Vesting Period or an accelerated vesting event under Section 4 above there is a Change in Control of the Company, then, upon the Change in Control Closing Date and without regard to the Performance Goals, the Participant's right to receive the unvested shares of Common Stock under this Stock Award Agreement shall be vested and settled by a distribution, on the Change in Control Payment Date, to the Participant of:

(a) The number of shares of Common Stock subject to this Stock Award Agreement not previously vested or forfeited pursuant to Sections 3 or 4 above, *plus*

(b) Shares of Common Stock (rounded up to the nearest whole share) having a Fair Market Value equal to the amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above where the record date is after the Grant Date and ending on the date immediately preceding the Change in Control Closing Date;

with such shares of Common Stock registered in the name of the Participant and certificates representing such Common Stock to be delivered to the Participant. In lieu of the foregoing distribution in shares, the Committee, in its sole discretion, may direct that such distribution be made to the Participant in a lump sum cash payment equal to:

(x) The product of (i) the Fair Market Value per share of Common Stock on the date immediately preceding the Change in Control Closing Date and (ii) the number of shares of Common Stock subject to this Stock Award Agreement not previously vested or forfeited pursuant to Sections 3 or 4 above, *plus*

(y) The amount of dividends that would have been declared on the number of shares of Common Stock determined under clause (a) above where the record date is after the Grant Date and ending on the date immediately preceding the Change in Control Closing Date;

with such cash payment to be made on the Change in Control Payment Date. Such distribution under this Section 5, whether in the form of shares of Common Stock or, if directed by the Committee, in cash, shall satisfy the rights of the Participant and the obligations of the Company under this Stock Award Agreement in full.

**6. Payment of Award Under Section 3.** Upon the vesting of the Participant's right to receive the shares of Common Stock pursuant to Section 3 under this Stock Award Agreement, a number of shares of Common Stock equal to the number of vested shares of Common Stock under this Stock Award Agreement (as determined by the Committee in accordance with Section 3, if any) shall be registered in the name of the Participant and the certificates representing such Common Stock shall be delivered to the Participant not later than the 70th day after the Vesting Date. Moreover, upon the date of delivery of shares of Common Stock, the Participant shall also be entitled to receive a lump sum cash payment equal to the sum of all dividends, if any, declared on such shares of Common Stock where the record date is after the Grant Date but prior to the date such vested shares of Common Stock are distributed to the Participant (in accordance with the requirements of Section 409A, to the extent applicable).

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

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



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

**9. Shareholder Rights.** The Participant shall have no rights of a shareholder with respect to the shares of Common Stock granted pursuant to this Stock Award Agreement, unless and until the Participant is registered as the holder of such shares of Common Stock.

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

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

**12. Compliance with Section 409A.** It is the intent of the Company and the Participant that the provisions of the Plan and this Stock Award Agreement comply with Section 409A and will be interpreted and administered consistent therewith. Accordingly, (i) no adjustment to the Stock Award pursuant to Section 14 of the Plan and (ii) no substitutions of the benefits under this Stock Award Agreement, in each case, shall be made in a manner that results in noncompliance with the requirements of Section 409A, to the extent applicable. The foregoing notwithstanding, with respect to a Participant who is not Retirement Eligible, this Stock Award Agreement is intended not to be subject to Section 409A under the short term deferral exclusion, and this Stock Award Agreement shall be interpreted and administered consistent therewith.

**13. Withholding.** The Company shall have the right to withhold applicable taxes from any distribution of the Common Stock (including, but not limited to, from any cash amounts payable with respect to dividends) or from other cash compensation payable to the Participant at the time of such vesting and delivery pursuant to Section 11 of the Plan (but subject to compliance with the requirements of Section 409A, if applicable).

**14. Compliance with Recoupment Policy.** Any amounts payable or paid under this Stock Award Agreement are subject to the recoupment policy of the Company as in effect from time to time.

**15. Modification of Stock Award Agreement.** Any modification of this Stock Award Agreement is subject to Section 12 hereof and shall be binding only if evidenced in writing and signed by an authorized representative of the Company.