
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): **December 16, 2005**

**CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC**

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-3187
(Commission File Number)

22-3865106
(IRS Employer
Identification No.)

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

77002
(Zip Code)

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

**CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC**

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

333-121505
(Commission File Number)

59-3790472
(IRS Employer
Identification No.)

**1111 Louisiana, Suite 4655B
Houston, Texas**
(Address of principal executive offices)

77002
(Zip Code)

Registrant's telephone number, including area code: **(713) 207-5222**

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:

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

In connection with the issuance and sale of \$1.851 billion aggregate principal amount of Senior Secured Transition Bonds, Series A (the "Bonds") of CenterPoint Energy Transition Bond Company II, LLC (the "Company"), the Company and its sole member, CenterPoint Energy Houston Electric, LLC ("CenterPoint Houston") are entering into the agreements described below on December 16, 2005. The descriptions of these agreements are qualified in their entirety by reference to the agreements themselves, which are filed as exhibits to this report and incorporated in this Item 1.01 by reference.

Transition Property Sale Agreement

This agreement provides for the purchase by the Company of all of CenterPoint Houston's rights and interests under a financing order issued by the Public Utility Commission of Texas, including the right to impose, collect and receive, through transition charges payable by retail electric customers within CenterPoint Houston's service territory, certain costs of CenterPoint Houston authorized in the financing order and to recover transition charges in amounts and at times sufficient to pay principal and interest when due and to make other deposits in connection with the Bonds. CenterPoint Houston as seller agrees to indemnify the Company and the trustee of the Bonds, on behalf of the Bondholders, for certain tax matters and for breaches of its representations, warranties and covenants in this agreement.

Transition Property Servicing Agreement

This agreement provides that CenterPoint Houston, as servicer, will manage, service, administer and make collections in respect of the transition property. The servicer's duties include calculating and billing transition charges, obtaining meter reads, collecting the transition charges, remitting the transition charges to the trustee for the Bonds and petitioning the Public Utility Commission of Texas for adjustments to the transition charges as necessary. CenterPoint Houston's annual servicing fee will be 0.05% of the aggregate initial principal amount of the Bonds. CenterPoint Houston as servicer agrees to indemnify the Company and the trustee of the Bonds, for itself and on behalf of the Bondholders, for the servicer's willful misconduct, bad faith or negligence in the performance of, or reckless disregard of, its duties and for breaches of its representations, warranties and covenants in this agreement.

Administration Agreement

Under this agreement, CenterPoint Houston will provide administrative services to the Company, and the Company will pay CenterPoint Houston a fixed fee for performing these services, plus all reimbursable expenses.

Item 8.01 Other Events.

In connection with the closing of the issuance of the Bonds, the Company and CenterPoint Houston are filing with this report certain agreements and instruments listed under Item 9.01 below.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Exhibits 10.1, 10.2 and 10.3 are filed by the Company and CenterPoint Houston; the remaining exhibits are filed separately by the Company.

- 1.1 Underwriting Agreement dated December 9, 2005
 - 3.1 Amended and Restated Certificate of Formation of the Company
 - 3.2 Amended and Restated Limited Liability Company Agreement of the Company
 - 4.1 Indenture dated as of December 16, 2005
 - 4.2 Form of Bond (included in Exhibit 4.1)
 - 4.3 First Supplemental Indenture relating to the Bonds dated as of December 16, 2005
 - 5.1 Opinion of Baker Botts L.L.P. relating to legality of the Bonds
 - 10.1 Transition Property Sale Agreement dated as of December 16, 2005
 - 10.2 Transition Property Servicing Agreement dated as of December 16, 2005
 - 10.3 Administration Agreement dated as of December 16, 2005
 - 99.1 Opinion of Baker Botts L.L.P. relating to constitutionality of certain matters
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INDEX TO EXHIBITS

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CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
\$1,851,000,000 SENIOR SECURED TRANSITION BONDS, SERIES A
UNDERWRITING AGREEMENT

December 9, 2005

To the Representatives named in Schedule I hereto
of the Underwriters named in Schedule II hereto

Ladies and Gentlemen:

1. Introduction. CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company (the "Issuer"), proposes to issue and sell \$1,851,000,000 aggregate principal amount of its Senior Secured Transition Bonds, Series A (the "Bonds"), identified in Schedule I hereto. The Issuer and CenterPoint Energy Houston Electric, LLC, a Texas limited liability company and the Issuer's direct parent (the "Company"), hereby confirm their agreement with the several Underwriters (as defined below) as set forth herein.

The term "Underwriters" as used herein shall be deemed to mean the entity or several entities named in Schedule II hereto and any underwriter substituted as provided in Section 7 hereof and the term "Underwriter" shall be deemed to mean any one of such Underwriters. If the entity or entities listed in Schedule I hereto (the "Representatives") are the same as the entity or entities listed in Schedule II hereto, then the terms "Underwriters" and "Representatives", as used herein, shall each be deemed to refer to such entity or entities. All obligations of the Underwriters hereunder are several and not joint. If more than one entity is named in Schedule I hereto, any action under or in respect of this underwriting agreement ("Underwriting Agreement") may be taken by such entities jointly as the Representatives or by one of the entities acting on behalf of the Representatives and such action will be binding upon all the Underwriters.

Capitalized terms used and not otherwise defined in this Underwriting Agreement shall have the meanings given to them in the Indenture (as defined below).

2. Description of the Bonds. The Bonds will be issued pursuant to an indenture to be dated as of December 16, 2005, as supplemented by the First Supplemental Indenture thereto, to be dated as of December 16 (as so supplemented and as it may be further supplemented from time to time, the "Indenture"), between the Issuer and Wilmington Trust Company, as indenture trustee (the "Indenture Trustee"). The Bonds will be secured primarily by transition property (as more fully described in the Financing Order relating to the Bonds, "Series A Transition Property"), to be sold to the Issuer by the Company pursuant to the Transition Property Sale Agreement, to be dated on or about December 16, 2005, between the Company and the Issuer (the "Sale Agreement"). The Series A Transition Property securing the

Bonds will be serviced pursuant to the Series A Transition Property Servicing Agreement, to be dated on or about December 16, 2005, between the Company, as servicer, and the Issuer, as owner of the Series A Transition Property sold to it pursuant to the Sale Agreement (the "Servicing Agreement").

3. Representations and Warranties of the Issuer. The Issuer represents and warrants to the several Underwriters that:

(a) The Issuer has filed with the Securities and Exchange Commission (the "Commission") a registration statement on Form S-3 on December 21, 2004 (Registration No. 333-121505), as amended by Amendment No. 1 thereto, including a prospectus and form of prospectus supplement, for the registration under the Securities Act of 1933, as amended (the "Securities Act"), of up to \$1,857,000,000 aggregate principal amount of its transition bonds. Such registration statement, as amended ("Registration Statement No. 333-121505"), has been declared effective by the Commission and no stop order suspending such effectiveness has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Issuer, threatened by the Commission. No transition bonds registered with the Commission under the Securities Act pursuant to Registration Statement No. 333-121505 have been previously issued. References herein to the term "Registration Statement" shall be deemed to refer to Registration Statement No. 333-121505, including all documents incorporated by reference therein pursuant to Item 12 of Form S-3 ("Incorporated Documents") at the time it became effective, in the form in which it was declared effective by the Commission, and including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430B under the Securities Act. The final prospectus and the final prospectus supplement relating to the Bonds, as filed with the Commission pursuant to Rule 424(b) under the Securities Act, are referred to herein as the "Final Prospectus;" and the most recent preliminary prospectus and prospectus supplement that omitted information to be included upon pricing in a form of prospectus filed with the Commission pursuant to Rule 424(b) under the Securities Act and that was used after the initial effectiveness of the Registration Statement and prior to the Applicable Time (as defined below) is referred to herein as the "Pricing Prospectus."

(b) (i) At the earliest time after the filing of the Registration Statement that the Issuer or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2)) of the Bonds and (ii) at the date hereof, the Issuer was not and is not an "ineligible issuer," as defined in Rule 405 under the Securities Act.

(c) At any date as of which any part of the Registration Statement relating to the Bonds became effective in accordance with the rules and regulations under the Securities Act (each such date, an "Effective Date") the Registration Statement fully complied, and the Final Prospectus, both at the date and time it is filed with the Commission pursuant to Rule 424 (such date and time, the "424 Date") and at the Closing Date, and the Indenture, at the Closing Date, will fully comply, in all material respects with the applicable provisions of the Securities Act and the Trust Indenture Act of 1939, as amended ("Trust Indenture Act"), respectively, and, in each case, the applicable instructions, rules and regulations of the Commission thereunder; the

Registration Statement, at each Effective Date, did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; the Final Prospectus, both on the 424 Date and at the Closing Date, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and on said dates the Incorporated Documents, taken together as a whole, fully complied or will fully comply in all material respects with the applicable provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the applicable rules and regulations of the Commission thereunder; provided that the foregoing representations and warranties in this paragraph (c) shall not apply to statements or omissions made in reliance upon information furnished in writing to the Issuer or the Company by, or on behalf of, any Underwriter through the Representatives expressly for use in connection with the preparation of the Registration Statement or the Final Prospectus or to any statements in or omissions from any Statements of Eligibility on Form T-1 (or amendments thereto) of the Indenture Trustee under the Indenture filed as exhibits to the Registration Statement or Incorporated Documents or to any statements or omissions made in the Registration Statement or the Final Prospectus relating to The Depository Trust Company ("DTC") Book-Entry System that are based solely on information contained in published reports of the DTC.

(d) As of the Applicable Time (as defined below), the Pricing Prospectus and each Issuer Free Writing Prospectus (as defined below), considered together, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that the principal amount of the Bonds, the tranches, the initial principal balances, the scheduled final payment dates, the final maturity dates, the expected average lives, the Expected Amortization Schedule and the Expected Sinking Fund Schedule described in the Pricing Prospectus were subject to change based on market conditions, and the interest rate, price to the public and underwriting discounts and commissions for each tranche was not included in the Pricing Prospectus). The preceding sentence does not apply to statements in or omissions from the Pricing Prospectus and each Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Issuer or the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 11(b) hereof. "Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433, relating to the Bonds and issued prior to the Applicable Time that is listed on Schedule IV hereto (and only to the extent listed on such Schedule), in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Issuer's records pursuant to Rule 433(g). References to the term "Free Writing Prospectus" shall mean a free writing prospectus, as defined in Rule 405 under the Securities Act. References to the term "Applicable Time" means 4:00 PM, central time, on the date hereof.

(e) Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Bonds or until any earlier date that the Issuer notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, (i) the Company or the Issuer has promptly notified or will promptly notify the Representatives and (ii) the Company or the Issuer has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Issuer or the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 11(b) hereof.

(f) The Issuer has been duly formed and is validly existing as a limited liability company in good standing under the Limited Liability Company Act of the State of Delaware, as amended, with full limited liability company power and authority to execute, deliver and perform its obligations under this Underwriting Agreement, the Bonds, the Sale Agreement, the Servicing Agreement, the Indenture, the Issuer LLC Agreement, the Intercreditor Agreement, the Administration Agreement and the other agreements and instruments contemplated by the Pricing Prospectus (collectively, the "Issuer Documents") and to own its properties and conduct its business as described in the Pricing Prospectus; the Issuer has been duly qualified as a foreign limited liability company for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties or conducts any business so as to require such qualification, except where failure to so qualify or to be in good standing would not have a material adverse effect on the business, properties or financial condition of the Issuer; the Issuer has conducted and will conduct no business in the future that would be inconsistent with the description of the Issuer's business set forth in the Pricing Prospectus; the Issuer is not a party to or bound by any agreement or instrument other than the Issuer Documents and other agreements or instruments incidental to its formation; the Issuer has no material liabilities or obligations other than those arising out of the transactions contemplated by the Issuer Documents and as described in the Pricing Prospectus; the Company is the beneficial owner of all of the limited liability company interests of the Issuer; and based on current law, the Issuer is not classified as an association taxable as a corporation for United States federal income tax purposes.

(g) The issuance and sale of the Bonds by the Issuer, the purchase of the Series A Transition Property by the Issuer from the Company and the consummation of the transactions herein contemplated by the Issuer, and the fulfillment of the terms hereof

on the part of the Issuer to be fulfilled, will not result in a breach of any of the terms or provisions of, or constitute a default under the Issuer's certificate of formation or limited liability company agreement (collectively, the "Issuer Charter Documents"), or any indenture, mortgage, deed of trust or other agreement or instrument to which the Issuer is now a party.

(h) This Underwriting Agreement has been duly authorized, executed and delivered by the Issuer, which has the necessary limited liability company power and authority to execute, deliver and perform its obligations under this Underwriting Agreement, and constitutes a valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law; and limitations on enforceability of rights to indemnification or contribution by federal or state securities laws or regulations or by public policy.

(i) The Issuer (i) is not in violation of the Issuer Charter Documents, (ii) is not in default and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties is subject, except for any such defaults that would not, individually or in the aggregate, have a material adverse effect on its business, property or financial condition, and (iii) is not in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property may be subject, except for any such violations that would not, individually or in the aggregate, have a material adverse effect on its business, property or financial condition.

(j) The Indenture has been duly authorized by the Issuer, and, on the Closing Date, will have been duly executed and delivered by the Issuer and will be a valid and binding instrument, enforceable against the Issuer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law; and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy. On the Closing Date, the Indenture will (i) comply as to form in all material respects with the requirements of the Trust Indenture Act and (ii) conform in all material respects to the description thereof in the Pricing Prospectus and Final Prospectus.

(k) The Bonds have been duly authorized by the Issuer for issuance and sale to the Underwriters pursuant to this Underwriting Agreement and, when executed by the Issuer and authenticated by the Indenture Trustee in accordance with the Indenture and delivered to the Underwriters against payment therefor in accordance with the terms of

this Underwriting Agreement, will constitute valid and binding obligations of the Issuer entitled to the benefits of the Indenture and enforceable against the Issuer in accordance with their terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law; and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy, and the Bonds conform in all material respects to the description thereof in the Pricing Prospectus and Final Prospectus. The Issuer has all requisite limited liability company power and authority to issue, sell and deliver the Bonds in accordance with and upon the terms and conditions set forth in this Underwriting Agreement and in the Pricing Prospectus and Final Prospectus.

(l) Other than as set forth or contemplated in the Pricing Prospectus, there is no litigation or governmental proceeding to which the Issuer is a party or to which any property of the Issuer is subject or which is pending or, to the knowledge of the Issuer, threatened against the Issuer that could reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the Issuer's business, property or financial condition.

(m) Other than any necessary action of the PUCT, any filings required under the Restructuring Act or Financing Order or as otherwise set forth or contemplated in the Pricing Prospectus, no approval, authorization, consent or order of any public board or body (except such as have been already obtained and other than in connection or in compliance with the provisions of applicable blue-sky laws or securities laws of any state, as to which the Issuer makes no representations or warranties), is legally required for the issuance and sale by the Issuer of the Bonds.

(n) The Issuer is not, and after giving effect to the sale and issuance of the Bonds, will not be an "investment company" within the meaning of the Investment Company Act of 1940, as amended (the "1940 Act").

(o) The financial statements, together with the related notes, included in the Pricing Prospectus present fairly in all material respects the financial position, and member's equity of the Issuer as of the respective dates and for the respective periods specified and, except as otherwise stated in the Pricing Prospectus, such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis during the periods involved.

(p) Deloitte & Touche LLP, who have certified certain financial statements of the Issuer, are independent public accountants as required by the Securities Act and the rules and regulations of the Commission thereunder.

(q) Each of the Sale Agreement and Servicing Agreement has been duly authorized by the Issuer, and when executed and delivered by the Issuer and the other parties thereto, will constitute a valid and legally binding obligation of the Issuer,

enforceable against the Issuer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law, and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy. Each of the Intercreditor Agreement, the Administration Agreement and Issuer LLC Agreement has been duly authorized by the Issuer, and when executed and delivered by the Issuer and other parties thereto, will constitute a valid and legally binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law; and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy.

4. Representations and Warranties of the Company. The Company represents and warrants to the several Underwriters that:

(a) The Issuer has filed with the Commission Registration Statement No. 333-121505 for the registration under the Securities Act of up to \$1,857,000,000 aggregate principal amount of its transition bonds. Registration Statement No. 333-121505 has been declared effective by the Commission and no stop order suspending such effectiveness has been issued under the Securities Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, threatened by the Commission.

(b) The Registration Statement at each Effective Date fully complied, and the Final Prospectus, both on the 424 Date and at the Closing Date, and the Indenture, at the Closing Date, will fully comply, in all material respects with the applicable provisions of the Securities Act and the Trust Indenture Act, respectively, and, in each case, the applicable instructions, rules and regulations of the Commission thereunder; the Registration Statement, at each Effective Date, did not contain an untrue statement of a material fact, or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; the Final Prospectus, both on the 424 Date and at the Closing Date, will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, that the foregoing representations and warranties in this paragraph (b) shall not apply to statements or omissions made in reliance upon and in conformity with information furnished in writing to the Issuer or the Company by, or on behalf of, any Underwriter through the Representatives expressly for use in connection with the preparation of the Registration Statement or the Final Prospectus, or to any statements in or omissions from any Statement of Eligibility on Form T-1, or amendments thereto, of the Indenture Trustee under the Indenture filed as exhibits to the Registration Statement or Incorporated

Documents or to any statements or omissions made in the Registration Statement or Final Prospectus relating to the DTC Book-Entry-Only System that are based solely on information contained in published reports of DTC.

(c) As of the Applicable Time, the Pricing Prospectus and each Issuer Free Writing Prospectus, considered together, did not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that the principal amount of the Bonds, the tranches, the initial principal balances, the scheduled final payment dates, the final maturity dates, the expected average lives, the Expected Amortization Schedule and the Expected Sinking Fund Schedule described in the Pricing Prospectus were subject to change based on market conditions, and the interest rate, price to the public and underwriting discounts and commissions for each tranche was not included in the Pricing Prospectus). The preceding sentence does not apply to statements in or omissions from the Pricing Prospectus and each Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Issuer or Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 11(b) hereof.

(d) Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Bonds or until any earlier date that the Issuer or the Company notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information then contained in the Registration Statement. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information then contained in the Registration Statement or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances prevailing at that subsequent time, not misleading, (i) the Company or the Issuer has promptly notified or will promptly notify the Representatives and (ii) the Company or the Issuer has promptly amended or will promptly amend or supplement such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Issuer or the Company by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 11(b) hereof.

(e) The Company has been duly formed and is validly existing as a limited liability company in good standing under the laws of the jurisdiction of its formation, has the limited liability company power and authority to own, lease and operate its properties and to conduct its business as presently conducted and as set forth in or contemplated by the Pricing Prospectus, and is qualified as a foreign limited liability company to transact business and is in good standing in each jurisdiction in which such qualification is

required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure to so qualify or be in good standing would not have a material adverse effect on the business, property or financial condition of the Company and its subsidiaries considered as a whole. The Company is the beneficial owner of all of the limited liability company interests of the Issuer.

(f) The Company has no significant subsidiaries within the meaning of Rule 1-02(w) of Regulation S-X.

(g) The transfer by the Company of all of its rights and interests under the Financing Order relating to the Bonds to the Issuer and the consummation of the transactions herein contemplated by the Company, and the fulfillment of the terms hereof on the part of the Company to be fulfilled, will not result in a breach of any of the terms or provisions of, or constitute a default under, the Company's Articles of Formation or limited liability company agreement (collectively, the "Company Charter"), or in a material breach of any of the terms of, or constitute a material default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is now a party.

(h) This Underwriting Agreement has been duly authorized, executed and delivered by the Company, which has the necessary limited liability company power and authority to execute, deliver and perform its obligations under this Underwriting Agreement, and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law, and limitations on enforceability of rights to indemnification or contribution by federal or state securities laws or regulations or by public policy.

(i) The Company (i) is not in violation of the Company Charter, (ii) is not in default and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust or other agreement or instrument to which it is a party or by which it is bound or to which any of its properties is subject, except for any such defaults that would not, individually or in the aggregate, have a material adverse effect on the business, property or financial condition of the Company and its subsidiaries considered as a whole, or (iii) is not in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property may be subject, except for any such violations that would not, individually or in the aggregate, have a material adverse effect on the business, property or financial condition of the Company and its subsidiaries considered as a whole.

(j) Except as set forth or contemplated in the Pricing Prospectus, there is no litigation or governmental proceeding to which the Company or any of its subsidiaries is a party or to which any property of the Company or any of its subsidiaries is subject or

which is pending or, to the knowledge of the Company, threatened against the Company or any of its subsidiaries that could reasonably be expected to, individually or in the aggregate, result in a material adverse effect on the Company and its subsidiaries taken as a whole.

(k) Other than any necessary action of the PUCT, any filings required under the Restructuring Act (as such term is defined in the Pricing Prospectus) or Financing Order or as otherwise set forth or contemplated in the Pricing Prospectus, no approval, authorization, consent or order of any public board or body (except such as have been already obtained and other than in connection or in compliance with the provisions of applicable blue-sky laws or securities laws of any state, as to which the Company makes no representations or warranties), is legally required for the issuance and sale by the Issuer of the Bonds.

(l) The Company is not, and after giving effect to the sale and issuance of the Bonds, will not be an "investment company" within the meaning of the 1940 Act.

(m) Each of the Sale Agreement and Servicing Agreement has been duly and validly authorized by the Company, and when executed and delivered by the Company and the other parties thereto will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law, and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy. Each of the Administration Agreement and Intercreditor Agreement has been duly authorized by the Company, and when executed and delivered by the Company and other parties thereto will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other similar laws relating to or affecting creditors' or secured parties' rights generally and by general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law, and limitations on enforceability of rights to indemnification by federal or state securities laws or regulations or by public policy.

(n) There are no Texas transfer taxes related to the transfer of the Series A Transition Property or the issuance and sale of the Bonds to the Underwriters pursuant to this Underwriting Agreement required to be paid at or prior to the Closing Date by the Company or the Issuer.

5. Representations and Warranties of the Underwriters. Each Underwriter represents and warrants to the Company and the Issuer that:

(a) If and to the extent it has provided any prospective investors with any Computational Materials or ABS Term Sheets (as such terms are hereinafter defined) prior to the date hereof in connection with the offering of the Bonds, all of the conditions set forth in Section 8A hereof have been satisfied with respect thereto.

(b) [Reserved]

6. Purchase and Sale. On the basis of the representations and warranties herein contained, and subject to the terms and conditions herein set forth, the Issuer shall sell to each of the Underwriters, and each Underwriter shall purchase from the Issuer, at the time and place herein specified, severally and not jointly, at the purchase price set forth in Schedule I hereto, the principal amount of the Bonds set forth opposite such Underwriter's name in Schedule II hereto. The Underwriters agree to make a public offering of the Bonds. The Issuer shall pay (in the form of a discount to the principal amount of the offered Bonds) to the Underwriters a commission equal to \$7,022,925.

7. Time and Place of Closing. Delivery of the Bonds against payment of the aggregate purchase price therefor by wire transfer in federal funds shall be made at the place, on the date and at the time specified in Schedule I hereto, or at such other place, time and date as shall be agreed upon in writing by the Issuer and the Representatives. The hour and date of such delivery and payment are herein called the "Closing Date". The Bonds shall be delivered to DTC or to Wilmington Trust Company, as custodian for DTC, in fully registered global form registered in the name of Cede & Co., for the respective accounts specified by the Representatives not later than the close of business on the business day preceding the Closing Date or such other time as may be agreed upon by the Representatives. The Issuer agrees to make the Bonds available to the Representatives for checking purposes not later than 1:00 P.M. New York Time on the last business day preceding the Closing Date at the place specified for delivery of the Bonds in Schedule I hereto, or at such other place as the Issuer may specify.

If any Underwriter shall fail or refuse to purchase and pay for the aggregate principal amount of Bonds that such Underwriter has agreed to purchase and pay for hereunder, the Issuer shall immediately give notice to the other Underwriters of the default of such Underwriter, and the other Underwriters shall have the right within 24 hours after the receipt of such notice to determine to purchase, or to procure one or more others, who are members of the National Association of Securities Dealers, Inc. ("NASD") (or, if not members of the NASD, who are not eligible for membership in the NASD and who agree (i) to make no sales within the United States, its territories or its possessions or to persons who are citizens thereof or residents therein and (ii) in making sales to comply with the NASD's Conduct Rules) and satisfactory to the Issuer, to purchase, upon the terms herein set forth, the aggregate principal amount of Bonds that the defaulting Underwriter had agreed to purchase. If any non-defaulting Underwriter or Underwriters shall determine to exercise such right, such Underwriter or Underwriters shall give written notice to the Issuer of the determination in that regard within 24 hours after receipt of notice of any such default, and thereupon the Closing Date shall be postponed for such period, not exceeding three business days, as the Issuer shall determine. If in the event of such a default no non-defaulting Underwriter shall give such notice, then this Underwriting Agreement may be terminated by the Issuer, upon like notice given to the non-defaulting Underwriters, within a

further period of 24 hours. If in such case the Issuer shall not elect to terminate this Underwriting Agreement it shall have the right, irrespective of such default:

(a) to require each non-defaulting Underwriter to purchase and pay for the respective aggregate principal amount of Bonds that it had agreed to purchase hereunder as hereinabove provided and, in addition, the aggregate principal amount of Bonds that the defaulting Underwriter shall have so failed to purchase up to aggregate principal amount of Bonds equal to one-ninth (1/9) of the aggregate principal amount of Bonds that such non-defaulting Underwriter has otherwise agreed to purchase hereunder, and/or

(b) to procure one or more persons, reasonably acceptable to the Representatives, who are members of the NASD (or, if not members of the NASD, who are not eligible for membership in the NASD and who agree (i) to make no sales within the United States, its territories or its possessions or to persons who are citizens thereof or residents therein and (ii) in making sales to comply with the NASD's Conduct Rules), to purchase, upon the terms herein set forth, either all or a part of the aggregate principal amount of Bonds that such defaulting Underwriter had agreed to purchase or that portion thereof that the remaining Underwriters shall not be obligated to purchase pursuant to the foregoing clause (a).

In the event the Issuer shall exercise its rights under (a) and/or (b) above, the Issuer shall give written notice thereof to the non-defaulting Underwriters within such further period of 24 hours, and thereupon the Closing Date shall be postponed for such period, not exceeding three business days, as the Issuer shall determine.

In the computation of any period of 24 hours referred to in this Section 7, there shall be excluded a period of 24 hours in respect of each Saturday, Sunday or legal holiday that would otherwise be included in such period of time.

Any action taken by the Issuer or the Company under this Section 7 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Underwriting Agreement. Termination by the Issuer under this Section 7 shall be without any liability on the part of the Issuer, the Company or any non-defaulting Underwriter, except as otherwise provided in Sections 8(a)(vii) and 11 hereof.

8. Covenants.

(a) Covenants of the Issuer. The Issuer covenants and agrees with the several Underwriters that:

(i) The Issuer will upon request promptly deliver to the Representatives and Counsel to the Underwriters a signed copy of the Registration Statement as originally filed or, to the extent a signed copy is not available, a conformed copy, certified by an officer of the Issuer to be in the form as originally filed, including all Incorporated Documents and exhibits and all amendments thereto.

(ii) The Issuer will deliver to the Underwriters, as soon as practicable after the date hereof, as many copies of the Final Prospectus as they may reasonably request.

(iii) The Issuer will cause the Final Prospectus to be filed with the Commission pursuant to Rule 424 as soon as practicable and advise the Underwriters of any stop order suspending the effectiveness of the Registration Statement or the institution of any proceeding therefor of which Issuer shall have received notice. The Issuer will use its reasonable best efforts to prevent the issuance of any such stop order and, if issued, to obtain as soon as possible the withdrawal thereof. The Issuer has complied and will comply with Rule 433 under the Securities Act in connection with the offering of the Bonds.

(iv) If, during such period of time (not exceeding nine months) after the Final Prospectus has been filed with the Commission pursuant to Rule 424 as in the opinion of Counsel for the Underwriters a prospectus covering the Bonds is required by law to be delivered in connection with sales by an Underwriter or dealer (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), any event relating to or affecting the Issuer, the Bonds or the Series A Transition Property or of which the Issuer shall be advised in writing by the Representatives shall occur that in the Issuer's reasonable judgment after consultation with Counsel for the Underwriters (as defined below) should be set forth in a supplement to, or an amendment of, the Final Prospectus in order to make the Final Prospectus not misleading in the light of the circumstances when it is delivered to a purchaser (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), the Issuer will, at its expense, amend or supplement the Final Prospectus by either (A) preparing and furnishing to the Underwriters at the Issuer's expense a reasonable number of copies of a supplement or supplements or an amendment or amendments to the Final Prospectus or (B) making an appropriate filing pursuant to Section 13 or Section 15 of the Exchange Act, which will supplement or amend the Final Prospectus so that, as supplemented or amended, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances when the Final Prospectus is delivered to a purchaser (including in circumstances where such requirement may be satisfied pursuant to Rule 172 under the Securities Act), not misleading; provided that should such event relate solely to the activities of any of the Underwriters, then such Underwriters shall assume the expense of preparing and furnishing any such amendment or supplement.

(v) As soon as practicable, but not later than 16 months, after the date hereof, the Issuer will make generally available to its security holders, an earnings statement (which need not be audited) that will satisfy the provisions of Section 11(a) of the Securities Act.

(vi) The Issuer will furnish such proper information as may be lawfully required and otherwise cooperate in qualifying the Bonds for offer and sale under the blue-sky laws of such jurisdictions as the Representatives may designate; provided that the Issuer shall not be required to qualify as a foreign limited liability company or dealer in securities, to file any consents to service of process under the laws of any jurisdiction, or meet any other requirements deemed by the Issuer to be unduly burdensome.

(vii) The Issuer or the Company will, except as herein provided, pay or cause to be paid all expenses and taxes (except transfer taxes) in connection with (i) the preparation and filing by it of the Registration Statement, Pricing Prospectus and Final Prospectus, (ii) the issuance and delivery of the Bonds as provided in Section 7 hereof (including, without limitation, reasonable fees and disbursements of Counsel for the Underwriters and all trustee, rating agency and PUCT financial advisor fees), (iii) the qualification of the Bonds under blue-sky laws (including counsel fees not to exceed \$20,000), and (iv) the printing and delivery to the Underwriters of reasonable quantities of the Registration Statement and, except as provided in Section 8(a)(iv) hereof, of the Pricing Prospectus and Final Prospectus. The Issuer shall not, however, be required to pay any amount for any expenses of the Underwriters or for any fees and expenses of counsel for the PUCT financial advisor, except that, if this Underwriting Agreement shall be terminated in accordance with the provisions of Section 7 (but excluding terminations arising thereunder out of an Underwriter default), 9 or 13 hereof, the Issuer will reimburse the Underwriters for the reasonable fees and disbursements of Counsel for the Underwriters, and will reimburse the Underwriters for their reasonable out-of-pocket expenses, in an aggregate amount not exceeding \$200,000, incurred in contemplation of the performance of this Underwriting Agreement. The Issuer shall not in any event be liable to any of the several Underwriters for damages on account of loss of anticipated profits.

(viii) During the period from the date of this Underwriting Agreement to the date that is five days after the Closing Date, the Issuer will not, without the prior written consent of the Representatives, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any asset-backed securities (other than the Bonds).

(ix) To the extent, if any, that any rating necessary to satisfy the condition set forth in Section 9(z) of this Underwriting Agreement is conditioned upon the furnishing of documents or the taking of other actions by the Issuer on or after the Closing Date, the Issuer shall furnish such documents and take such other actions.

(x) The Issuer will file with the Commission a report on Form 8-K setting forth all Computational Materials and ABS Term Sheets (as such terms are hereinafter defined) provided to the Issuer by any Underwriter and identified by it as such within the time period allotted for such filing pursuant to the No-Action Letters (as hereinafter defined); provided, however, that, prior to any filing of the

Computational Materials and ABS Term Sheets by the Issuer, such Underwriter must comply with its obligations pursuant to Section 8A hereof, and the Issuer must receive, prior to the Closing Date, an agreed upon procedures report from Deloitte & Touche LLP as determined by the Issuer and such Underwriter. The Issuer shall file any corrected Computational Materials or ABS Terms Sheets described in Section 8A hereof as soon as practicable following receipt thereof.

(xi) For a period from the date of this Underwriting Agreement until the retirement of the Bonds or until such time as the Underwriters shall cease to maintain a secondary market in the Bonds, whichever occurs first, the Issuer shall file with the Commission, and to the extent permitted by and consistent with the Issuer's obligations under applicable law, make available on the website associated with the Issuer's parent, such periodic reports, if any, as are required (without regard to the number of holders of Bonds to the extent permitted by and consistent with the Issuer's obligations under applicable law) from time to time under Section 13 or Section 15(d) of the Exchange Act, and the Issuer shall not voluntarily suspend or terminate its filing obligations with the Commission. The Issuer shall also, to the extent permitted by and consistent with the Issuer's obligations under applicable law, include in the periodic and other reports to be filed with the Commission as provided above, such information as required by Section 3.07(d) of the Indenture with respect to the Bonds. To the extent that the Issuer's obligations are terminated or limited by an amendment to Section 3.07(d) of the Indenture, or otherwise, such obligations shall be correspondingly terminated or limited hereunder.

(xii) The Issuer will not file any amendment to the Registration Statement or amendment or supplement to the Final Prospectus during the period when a prospectus relating to the Bonds is required to be delivered under the Securities Act, without prior notice to the Underwriters, or to which Thelen Reid & Priest LLP, who are acting as counsel for the Underwriters ("Counsel for the Underwriters"), shall reasonably object in writing.

(xiii) The Issuer agrees that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Issuer and Company that, unless it has obtained or will obtain, as the case may be, the prior written consent of the Company or Issuer and the Representatives, it has not made and will not make any offer relating to the Bonds that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a Free Writing Prospectus required to be filed by the Issuer with the Commission or retained by the Issuer under Rule 433 under the Securities Act; provided that (a) the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectus identified in item 1 in Schedule IV hereto and (b) any such consent by the Company, the Issuer or the Representatives may be given orally by authorized representatives with respect to the pricing sheet containing the final terms of the Bonds, dated December 9, 2005. Any such Free Writing Prospectus consented to by the Representatives or the Issuer (or Company) is hereinafter referred to as a

"Issuer Permitted Free Writing Prospectus." The Issuer agrees that (x) it has treated and will treat, as the case may be, each Issuer Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 under the Securities Act applicable to any Issuer Permitted Free Writing Prospectus, including in respect of timely filing with the Commission where required, legending and record keeping.

(b) Covenants of the Company. The Company covenants and agrees with the several Underwriters that, to the extent that the Issuer has not already performed such act pursuant to Section 8(a):

(i) To the extent permitted by applicable law and the agreements and instruments that bind the Company, the Company will use its reasonable best efforts to cause the Issuer to comply with the covenants set forth in Section 8(a) hereof.

(ii) The Company will use its reasonable best efforts to prevent the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement and, if issued, to obtain as soon as possible the withdrawal thereof.

(iii) If, during such period of time (not exceeding nine months) after the Final Prospectus has been filed with the Commission pursuant to Rule 424 as in the opinion of Counsel for the Underwriters a prospectus covering the Bonds is required by law to be delivered in connection with sales by an Underwriter or dealer, any event relating to or affecting the Company, the Bonds or the Series A Transition Property or of which the Company shall be advised in writing by the Representatives shall occur that in the Company's reasonable judgment after consultation with Counsel for the Underwriters should be set forth in a supplement to, or an amendment of, the Final Prospectus in order to make the Final Prospectus not misleading in the light of the circumstances when it is delivered to a purchaser, the Company will cause the Issuer, at the Company's or the Issuer's expense, to amend or supplement the Final Prospectus by either (A) preparing and furnishing to the Underwriters at the Company's or the Issuer's expense a reasonable number of copies of a supplement or supplements or an amendment or amendments to the Final Prospectus or (B) causing the Issuer to make an appropriate filing pursuant to Section 13 or Section 15 of the Exchange Act, which will supplement or amend the Final Prospectus so that, as supplemented or amended, it will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances when the Final Prospectus is delivered to a purchaser, not misleading; provided that should such event relate solely to the activities of any of the Underwriters, then such Underwriters shall assume the expense of preparing and furnishing any such amendment or supplement.

(iv) During the period from the date of this Underwriting Agreement to the date that is five days after the Closing Date, the Company will not, without the prior written consent of the Representatives, offer, sell or contract to sell, or otherwise dispose of, directly or indirectly, or announce the offering of, any asset-backed securities (other than the Bonds).

(v) The Company will cause the proceeds for the issuance and sale of the Bonds to be applied for the purposes described in the Pricing Prospectus.

(vi) To the extent, if any, that any rating necessary to satisfy the condition set forth in Section 9(z) of this Underwriting Agreement is conditioned upon the furnishing of documents or the taking of other actions by the Company on or after the Closing Date, the Company shall furnish such documents and take such other actions.

8A. Obligations of Underwriters Relating to Computational Materials and Terms Sheets. In connection with the offering of the Bonds, each Underwriter may prepare and provide to prospective investors (x) items similar to computational materials ("Computational Materials"), as defined in the no-action letter of May 20, 1994 issued by the Commission to Kidder, Peabody Acceptance Corporation I, Kidder, Peabody & Co. Incorporated and Kidder Structured Asset Corporation, as made applicable to other issuers and underwriters by the Commission in response to the request of the Public Securities Association dated May 24, 1994, as well as the no-action letter of February 17, 1995 issued by the Commission to the Public Securities Association (the "PSA Letter") (collectively, the "No-Action Letters") and (y) items similar to ABS term sheets ("ABS Term Sheets") as defined in the PSA Letter, subject to the following conditions:

(a) All Computational Materials and ABS Term Sheets provided to prospective investors that are required to be filed pursuant to the No-Action Letters shall include a legend substantially in the form attached hereto as Schedule III. The Issuer shall have the right to require additional specific legends or notations to appear on any Computational Materials or ABS Term Sheets, the right to require changes regarding the use of terminology and the right to determine the types of information appearing therein. Notwithstanding the foregoing, this Section 8A(a) will be satisfied if all Computational Materials and ABS Term Sheets referred to herein bear a legend in a form previously approved by the Issuer.

(b) Such Underwriter shall provide to the Issuer, for approval by the Issuer, representative forms of all Computational Materials and ABS Term Sheets prior to their first use, to the extent such forms have not previously been approved by the Issuer for use by such Underwriter. Such Underwriter shall provide to the Issuer, for filing on Form 8-K as provided in Section 8(a)(x) hereof, copies (in such format as required by the Issuer) of all Computational Materials and ABS Term Sheets that are required to be filed with the Commission pursuant to the No-Action Letters. Such Underwriter may provide copies of the foregoing in a consolidated or aggregated form including all information required to be filed if filing in such format is permitted by the No-Action Letters. All Computational Materials and ABS Term Sheets described in this Section 8A(b) must be

provided to the Issuer no later than 10:00 a.m. New York City time one business day before filing thereof is required pursuant to the terms of this Underwriting Agreement. Such Underwriter shall not provide to any investor or prospective investor in the Bonds any Computational Materials or ABS Term Sheets on or after the day on which Computational Materials or ABS Term Sheets are required to be provided to the Issuer pursuant to this Section 8A(b) (other than copies of Computational Materials or ABS Term Sheets previously submitted to the Issuer in accordance with this Section 8A(b) for filing pursuant to Section 8(a)(x) hereof), unless such Computational Materials or ABS Term Sheets are preceded or accompanied by the delivery of a Pricing Prospectus to such investor or prospective investor. No Underwriter may, without the prior consent of the Company or the Issuer, convey or deliver any Computational Materials or ABS Term Sheets in connection with the offering of the Bonds.

(c) All information included in the Computational Materials and ABS Term Sheets shall be generated based on substantially the same methodology and assumptions that are used to generate the information in the Registration Statement as set forth therein. If any Computational Materials or ABS Term Sheets are based on assumptions with respect to the information, whether in written or electronic format or otherwise, regarding the Series A Transition Property initially provided to the Underwriters by or on behalf of the Company or the Issuer (the "Transition Property Information") that differ from the final Transition Property Information in any material respect or on Bond structuring terms that were revised in any material respect prior to the printing of the Final Prospectus, the Underwriters shall prepare revised Computational Materials or ABS Term Sheets, as the case may be, based on the final Transition Property Information and structuring assumptions, deliver with the Final Prospectus such revised Computational Materials and ABS Term Sheets to each recipient of the preliminary versions thereof that indicated orally to any Underwriter that such recipient would purchase all or any portion of the Bonds, and include such revised Computational Materials and ABS Term Sheets (marked "AS REVISED") in the materials delivered to the Issuer pursuant to Section 8A(b) hereof. The expenses of each Underwriter relating to the preparation and transmission of its Computational Material and ABS Term Sheets, including, without limitation, fees and expenses of accountants, shall be the responsibility of the Issuer.

(d) The Issuer shall not be obligated to file any Computational Materials or ABS Term Sheets that have been determined to contain any material error or omission; provided, that, at the request of any Underwriter, the Issuer will file Computational Materials or ABS Term Sheets that contain a material error or omission if clearly marked "SUPERSEDED BY MATERIALS DATED _____" and accompanied by corrected Computational Materials or ABS Term Sheets that are marked "MATERIAL PREVIOUSLY DATED _____ AS CORRECTED". If, within the period during which a prospectus relating to the Bonds is required to be delivered under the Securities Act, any Computational Materials or ABS Term Sheets are determined, in the reasonable judgment of the Issuer or such Underwriter, to contain a material error or omission, such Underwriter shall prepare a corrected version of such Computational Materials or ABS Term Sheets, shall circulate such corrected Computational Materials or ABS Term Sheets to all recipients of the prior versions thereof that either indicated orally to such Underwriter they would purchase all or any portion of the Bonds, or actually purchased

all or any portion thereof, and shall deliver copies of such corrected Computational Materials or ABS Term Sheets (marked "AS CORRECTED") to the Issuer for filing with the Commission in a subsequent Form 8-K submission (subject to the Issuer's obtaining an accountant's agreed upon procedures report in respect of such corrected Computational Materials and ABS Term Sheets, which the parties acknowledge shall be at the expense of the Issuer).

(e) Each Underwriter shall be deemed to have represented, as of the Closing Date, that, except for Computational Materials and ABS Term Sheets provided to the Issuer pursuant to Section 8A(b) hereof, such Underwriter did not provide any prospective investors with any information in written or electronic form in connection with the offering of the Bonds that is required to be filed with the Commission in accordance with the No-Action Letters.

(f) In the event of any delay in the delivery by any Underwriter to the Issuer of all Computational Materials and ABS Term Sheets required to be delivered in accordance with Section 8A(b) hereof, or in the delivery of the accountant's agreed upon procedures report in respect thereof pursuant to Section 8(a)(x) hereof, the Issuer shall have the right to delay the release of the Final Prospectus to investors or to any Underwriter, to delay the Closing Date and to take other appropriate actions, in each case set forth in Section 8(a)(x) hereof, to file the Computational Materials and ABS Term Sheets by the time specified therein.

(g) Each Underwriter represents that it has in place, and covenants that it shall maintain, internal controls and procedures that it reasonably believes to be sufficient to ensure full compliance with all applicable legal requirements of the No-Action Letters with respect to the generation and use of Computational Materials and ABS Term Sheets in connection with the offering of the Bonds.

9. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Bonds shall be subject to the accuracy of the representations and warranties on the part of the Issuer and the Company contained in this Underwriting Agreement, on the part of the Company contained in Article III of the Sale Agreement, and on the part of the Company contained in Section 5.01 of the Servicing Agreement as of the Closing Date, to the accuracy of the statements of the Issuer and the Company made in any certificates pursuant to the provisions hereof, to the performance by the Issuer and the Company of their obligations hereunder, and to the following additional conditions:

(a) The Final Prospectus shall have been filed with the Commission pursuant to Rule 424 prior to 5:30 P.M., New York time, on the second business day after the date of this Underwriting Agreement, or such other time and date as may be approved by the Underwriters. In addition, all material required to be filed by the Issuer or Company pursuant to Rule 433(d) under the Securities Act that was prepared by either of them or that was prepared by any Underwriter and timely provided to the Issuer or the Company shall have been filed with the Commission within the applicable time period prescribed for such filing by such Rule 433(d).

(b) No stop order suspending the effectiveness of the Registration Statement shall be in effect, and no proceedings for that purpose shall be pending before, or threatened by, the Commission on the Closing Date; and the Underwriters shall have received one or more certificates, dated the Closing Date and signed by an officer of the Company and the Issuer, as appropriate, to the effect that no such stop order is in effect and that no proceedings for such purpose are pending before, or to the knowledge of the Company or the Issuer, as the case may be, threatened by, the Commission.

(c) Thelen Reid & Priest LLP, counsel for the Underwriters, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (a) hereto), dated the Closing Date, with respect to the issuance and sale of the Bonds, the Indenture, the other Issuer Documents, the Registration Statement and other related matters; and such counsel shall have received such papers and information as they may reasonably request to enable them to pass upon such matters.

(d) Richards, Layton & Finger, P.A., special Delaware counsel for the Company and the Issuer, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (b) hereto), dated the Closing Date, regarding the filing of a voluntary bankruptcy petition.

(e) Richards, Layton & Finger, P.A., special Delaware counsel for the Company and the Issuer, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (c) hereto), dated the Closing Date, regarding certain Delaware Uniform Commercial Code matters.

(f) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (d) hereto), dated the Closing Date, regarding certain aspects of the transactions contemplated by the Issuer Documents.

(g) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (e) hereto), dated the Closing Date, to the effect that a court sitting in bankruptcy would not order the substantive consolidation of the assets and liabilities of the Issuer with those of the Company in connection with a bankruptcy, reorganization or other insolvency proceeding involving the Company; that if the Company were to become a debtor in such insolvency proceeding, such court would hold that the Transition Property is not property of the estate of the Company.

(h) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (f) hereto), dated the Closing Date, regarding certain Federal and Texas constitutional matters relating to the Series A Transition Property.

(i) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (g) hereto), dated the Closing Date, regarding certain tax matters.

(j) In-house counsel for the Company and the Issuer, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (h) hereto), dated the Closing Date, regarding certain aspects of the transactions contemplated by the Issuer Documents.

(k) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (i) hereto), dated the Closing Date, with respect to the characterization of the transfer of the Series A Transition Property by the Company to the Issuer as a "true sale" for Texas law purposes.

(l) Baker Botts L.L.P. and Morris, James, Hitchens & Williams LLP, counsel for the Issuer and the Company, shall have furnished to the Representatives its written respective opinions (substantially in the form attached as Annex I (j) hereto), dated the Closing Date, to the effect that the Series A Transition Property is not subject to the lien of the Company's Mortgage and Deed of Trust, dated as of November 1, 1944.

(m) Winston & Strawn LLP and Morris, James, Hitchens & Williams LLP, counsel for the Indenture Trustee, shall have furnished to the Representatives their written opinions (each substantially in the form attached as Annex I (k) hereto), dated the Closing Date, regarding certain matters relating to the Indenture Trustee.

(n) Baker Botts L.L.P., counsel for the Company and the Issuer, shall have furnished to the representatives their opinion (substantially in the form attached as Annex I (l) hereto), dated the Closing Date, regarding certain Texas regulatory issues.

(o) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (m) hereto), dated the Closing Date, regarding the Trustee's security interest under the Uniform Commercial Code.

(p) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (n) hereto), dated the Closing Date, regarding certain Texas perfection and priority issues.

(q) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (o) hereto), dated the Closing Date, regarding bankruptcy and corporate governance matters.

(r) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (p) hereto), dated the Closing Date, regarding certain bankruptcy matters relating to the Issuer LLC Agreement.

(s) Richards, Layton & Finger, P.A., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form

attached as Annex I (q) hereto), dated the Closing Date, regarding certain matters of Delaware law.

(t) Baker Botts L.L.P., counsel for the Issuer and the Company, shall have furnished to the Representatives their written opinion (substantially in the form attached as Annex I (r) hereto), dated the Closing Date, regarding the constitutionality under the United States Constitution of the Texas Electric Choice Plan (Tex. Util. Code Ann. Sections 11.001-64.158).

(u) On or before the Closing Date, Deloitte & Touche LLP shall have furnished to the Representatives one or more agreed upon procedure reports regarding certain calculations and computations relating to the Bonds, in form or substance reasonably satisfactory to the Representatives, in each case in respect of which the Representatives shall have made specific requests therefor and shall have provided acknowledgment or similar letters to Deloitte & Touche LLP reasonably necessary in order for Deloitte & Touche LLP to issue such reports.

(v) Subsequent to the respective dates as of which information is given in each of the Registration Statement, the Pricing Prospectus and the Final Prospectus, there shall not have been any change specified in the letters required by subsection (u) of this Section 9 which is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds as contemplated by the Registration Statement and the Final Prospectus.

(w) The Issuer LLC Agreement, the Administrative Agreement, the Intercreditor Agreement, the Sale Agreement, the Servicing Agreement and the Indenture and any amendment or supplement to any of the foregoing shall have been executed and delivered.

(x) Since the respective dates as of which information is given in each of the Registration Statement and in the Pricing Prospectus and as of the Closing Date there shall have been no (i) material adverse change in the business, property or financial condition of the Company and its subsidiaries, taken as a whole, whether or not in the ordinary course of business, or the Issuer or (ii) adverse development concerning the business or assets of the Company and its subsidiaries, taken as a whole, or the Issuer which would be reasonably likely to result in a material adverse change in the prospective business, property or financial condition of the Company and its subsidiaries, taken as a whole, whether or not in the ordinary course of business, or the Issuer or (iii) development which would be reasonably likely to result in a material adverse change, in the Series A Transition Property, the Bonds or the Financing Order.

(y) At the Closing Date, (i) the Bonds shall be rated at least "Aaa", "AAA", and "AAA" by Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P") and Fitch, Inc. ("Fitch"), respectively, and the Issuer shall have delivered to the Underwriters a letter from each such rating agency, or other evidence satisfactory to the Underwriters, confirming that the Bonds have such ratings, and (ii) neither Moody's, S&P nor Fitch shall have, since the

date of this Underwriting Agreement, downgraded or publicly announced that it has under surveillance or review, with possible negative implications, its ratings of the Bonds.

(z) The Issuer and the Company shall have furnished or caused to be furnished to the Representatives at the Closing Date certificates of officers of the Company and the Issuer, reasonably satisfactory to the Representatives, as to the accuracy of the representations and warranties of the Issuer and the Company herein, in the Sale Agreement, Servicing Agreement and the Indenture at and as of the Closing Date, as to the performance by the Issuer and the Company of all of their obligations hereunder to be performed at or prior to such Closing Date, as to the matters set forth in subsections (b) and (x) of this Section and as to such other matters as the Representatives may reasonably request.

(aa) An issuance advice letter, in a form consistent with the provisions of the Financing Order, shall have been filed with the PUCT and shall have become effective.

(bb) On or prior to the Closing Date, the Issuer shall have delivered to the Representatives evidence, in form and substance reasonably satisfactory to the Representatives, that appropriate filings have been or are being made in accordance with the Restructuring Act, the Financing Order and other applicable law reflecting the grant of a security interest by the Issuer in the collateral relating to the Bonds to the Indenture Trustee, including the filing of the requisite notices in the office of the Secretary of State of the State of Texas.

(cc) On or prior to the Closing Date, the Company shall have funded the capital subaccount of the Issuer with cash in an amount equal to \$9,255,000.

(dd) The Issuer and the Company shall have furnished or caused to be furnished or agree to furnish to the Rating Agencies at the Closing Date such opinions and certificates as the Rating Agencies may reasonably request.

(ee) On or prior to the Closing Date, the Issuer and the Company shall have furnished to the Underwriters such further certificates as the Underwriters may reasonably request, including such certificates as the Representatives may reasonably request to evidence the authorization and execution of any interest rate swap agreement entered into in connection with any class of floating rate Bonds and the qualification or listing of any floating rate Bonds as contemplated by the Final Prospectus.

10. Conditions of Issuer's Obligations. The obligation of the Issuer to deliver the Bonds shall be subject to the conditions that the Final Prospectus shall have been filed with the Commission pursuant to Rule 424 prior to 5:30 P.M., New York time, on or before the second business day after the date of this Underwriting Agreement or such other time and date as may be approved by the Issuer, and no stop order suspending the effectiveness of the Registration Statement shall be in effect at the Closing Date and no proceedings for that purpose shall be pending before, or threatened by, the Commission at the Closing Date. In case these conditions shall not have been fulfilled, this Underwriting Agreement may be terminated by the

Issuer upon notice thereof to the Underwriters. Any such termination shall be without liability of any party to any other party except as otherwise provided in Sections 8(a)(vii) and 11 hereof.

11. Indemnification and Contribution.

(a) The Company and the Issuer, jointly and severally, shall indemnify, defend and hold harmless each Underwriter, each Underwriter's officers and directors and each person who controls any Underwriter within the meaning of Section 15 of the Securities Act from and against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act or any other statute or common law and shall reimburse each such Underwriter and controlling person for any reasonable legal or other expenses (including, to the extent hereinafter provided, reasonable counsel fees) as and when incurred by them in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions, insofar as such losses, claims, damages, liabilities, expenses or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Pricing Prospectus, the Final Prospectus and, together with the Pricing Prospectus, the Issuer Free Writing Prospectuses, collectively (but not with regard to the principal amount of the Bonds, the tranches, the initial principal balances, the scheduled final payment dates, the final maturity dates, the expected average lives, the Expected Amortization Schedule and the Expected Sinking Fund Schedule described in the Pricing Prospectus as subject to change based on market conditions, and the interest rate, price to the public and underwriting discounts and commissions for each tranche, which were not included in the Pricing Prospectus), or any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the indemnity agreement contained in this Section 11 shall not apply to any such losses, claims, damages, liabilities, expenses or actions arising out of, or based upon, any such untrue statement or alleged untrue statement, or any such omission or alleged omission, if such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Issuer or Company by any Underwriter, through the Representatives, expressly for use in connection with the preparation of the Registration Statement, the Pricing Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus or any amendment or supplement to either thereof, or arising out of, or based upon, statements in or omissions from that part of the Registration Statement that shall constitute the Statement of Eligibility under the Trust Indenture Act of the Indenture Trustee with respect to any indenture qualified pursuant to the Registration Statement; and provided further, that the indemnity agreement contained in this Section 11 shall not inure to the benefit of any Underwriter (or of any officer or director of such Underwriter or of any person controlling such Underwriter within the meaning of Section 15 of the Securities Act) on account of any such losses, claims, damages, liabilities, expenses or actions, joint or several, arising from the sale of the Bonds to any person if a copy of the Pricing Prospectus (including any amendment or supplement thereto if any amendments or supplements thereto shall have been furnished to the Underwriters at or prior to the time of the sale

involved) (exclusive of the Incorporated Documents) shall not have been given or sent to such person by or on behalf of such Underwriter with or prior to the sale of the Bonds to such person unless the alleged omission or alleged untrue statement was not corrected in the Pricing Prospectus (including any amendment or supplement thereto if any amendments or supplements thereto shall have been furnished to the Underwriters at or prior to the time of the sale involved) at the time of such sale. The indemnity agreement of the Company and Issuer contained in this Section 11 and the representations and warranties of the Issuer and Company contained in Sections 3 and 4 hereof shall remain operative and in full force and effect regardless of any termination of this Underwriting Agreement or of any investigation made by or on behalf of any Underwriter, its officers or its directors or any such controlling person, and shall survive the delivery of the Bonds.

(b) Each Underwriter shall severally indemnify, defend and hold harmless the Company and the Issuer, each of the Company's and Issuer's officers, directors, and managers, and each person who controls the Issuer or Company within the meaning of Section 15 of the Securities Act, from and against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Securities Act or any other statute or common law and shall reimburse each of them for any reasonable legal or other expenses (including, to the extent hereinafter provided, reasonable counsel fees) as and when incurred by them in connection with investigating any such losses, claims, damages or liabilities or in connection with defending any actions, insofar as such losses, claims, damages, liabilities, expenses or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) any untrue statement or alleged untrue statement of a material fact contained in the the Final Prospectus and, together with the Pricing Prospectus, the Issuer Free Writing Prospectuses, collectively (but not with regard to the principal amount of the Bonds, the tranches, the initial principal balances, the scheduled final payment dates, the final maturity dates, the expected average lives, the Expected Amortization Schedule and the Expected Sinking Fund Schedule described in the Pricing Prospectus as subject to change based on market conditions, and the interest rate, price to the public and underwriting discounts and commissions for each tranche, which were not included in the Pricing Prospectus) or any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; if such statement or omission was made in reliance upon and in conformity with information furnished in writing to the Company or Issuer by such Underwriter, through the Representatives, expressly for use in connection with the preparation of the Registration Statement, the Pricing Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus or any amendment or supplement to any of them. The only information furnished to the Company by the Underwriters in writing expressly for use in such foregoing documents is set forth in Schedule V hereto. The indemnity agreement of the respective Underwriters contained in this Section 11 and the representations and warranties of the Underwriters contained in Section 5 hereof shall remain operative and in full force and effect regardless of any termination of this Underwriting Agreement or of any investigation made by or on behalf of the Company or the Issuer, their directors, managers or officers, any such Underwriter, or any such controlling person, and shall survive the delivery of the Bonds.

(c) The Company and the several Underwriters each shall, upon the receipt of notice of the commencement of any action against it or any person controlling it as aforesaid, in respect of which indemnity may be sought on account of any indemnity

agreement contained herein, promptly give written notice of the commencement thereof to the party or parties against whom indemnity shall be sought under (a) or (b) above, but the failure to notify such indemnifying party or parties of any such action shall not relieve such indemnifying party or parties from any liability hereunder to the extent such indemnifying party or parties is/are not materially prejudiced as a result of such failure to notify and in any event shall not relieve such indemnifying party or parties from any liability which it or they may have to the indemnified party otherwise than on account of such indemnity agreement. In case such notice of any such action shall be so given, such indemnifying party shall be entitled to participate at its own expense in the defense, or, if it so elects, to assume (in conjunction with any other indemnifying parties) the defense of such action, in which event such defense shall be conducted by counsel chosen by such indemnifying party or parties and reasonably satisfactory to the indemnified party or parties who shall be defendant or defendants in such action, and such defendant or defendants shall bear the fees and expenses of any additional counsel retained by them; but if the indemnifying party shall elect not to assume the defense of such action, such indemnifying party will reimburse such indemnified party or parties for the reasonable fees and expenses of any counsel retained by them; provided, however, if the defendants in any such action (including impleaded parties) include both the indemnified party and the indemnifying party and counsel for the indemnifying party shall have reasonably concluded that there may be a conflict of interest involved in the representation by a single counsel of both the indemnifying party and the indemnified party, the indemnified party or parties shall have the right to select separate counsel, satisfactory to the indemnifying party, whose reasonable fees and expenses shall be paid by such indemnifying party, to participate in the defense of such action on behalf of such indemnified party or parties (it being understood, however, that the indemnifying party shall not be liable for the fees and expenses of more than one separate counsel (in addition to local counsel) representing the indemnified parties who are parties to such action). Each of the Company, Issuer and the several Underwriters agrees that without the other party's prior written consent, which consent shall not be unreasonably withheld, it will not settle, compromise or consent to the entry of any judgment in any claim in respect of which indemnification may be sought under the indemnification provisions of this Underwriting Agreement, unless such settlement, compromise or consent (i) includes an unconditional release of such other party from all liability arising out of such claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of such other party.

(d) If the indemnification provided for in subparagraph (a) or (b) above shall be unenforceable under applicable law by an indemnified party, each indemnifying party agrees to contribute to such indemnified party with respect to any and all losses, claims, damages, liabilities and expenses for which each such indemnification provided for in subparagraph (a) or (b) above shall be unenforceable, in such proportion as shall be appropriate to reflect (i) the relative benefits received by the Company and the Issuer on the one hand and the Underwriters on the other hand from the offering of the Bonds pursuant to this Underwriting Agreement or (ii) if an allocation solely on the basis provided by clause (i) is not permitted by applicable law or is inequitable or against public policy, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of each indemnifying party on the

one hand and the indemnified party on the other in connection with the statements or omissions which have resulted in such losses, claims, damages, liabilities and expenses and (iii) any other relevant equitable considerations; provided, however, that no indemnified party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any indemnifying party not guilty of such fraudulent misrepresentation. Relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or the indemnified party and each such party's relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, the Issuer and each of the Underwriters agree that it would not be just and equitable if contributions pursuant to this subparagraph (d) were to be determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 11, no Underwriter shall be required to contribute in excess of the amount equal to the excess of (i) the total underwriting discount and commissions received by it, over (ii) the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission. The obligations of each Underwriter to contribute pursuant to this Section 11 are several and not joint and shall be in the same proportion as such Underwriter's obligation to underwrite Bonds is to the total number of Bonds set forth in Schedule II hereto.

12. Termination. This Underwriting Agreement may be terminated, at any time prior to the Closing Date with respect to the Bonds by the Representatives by written notice to the Issuer if after the date hereof and at or prior to the Closing Date (a) there shall have occurred any general suspension of trading in securities on the New York Stock Exchange ("NYSE"), the American Stock Exchange, Inc. ("AMEX") or the NASDAQ Stock Market, Inc. ("NASDAQ") or there shall have been established by the NYSE, AMEX or NASDAQ or by the Commission any general limitation on prices for such trading or any general restrictions on the distribution of securities, or a general banking moratorium declared by New York or federal authorities or a material disruption in commercial banking or securities settlement or clearance services in the United States, or (b) there shall have occurred any (i) material outbreak of hostilities (including, without limitation, an act of terrorism) or (ii) material other national or international calamity or crisis, or any material adverse change in financial, political or economic conditions affecting the United States, including, but not limited to, an escalation of hostilities that existed prior to the date of this Underwriting Agreement or (iii) material adverse change in the financial markets in the United States, and the effect of any such event specified in clause (a) or (b) above on the financial markets of the United States shall be such as to make it impracticable or inadvisable, in the reasonable judgment of the Representatives, to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Final Prospectus. Any termination hereof pursuant to this Section 12 shall be without liability of any party to any other party except as otherwise provided in Sections 8(a)(vii) and 11 hereof.

13. Absence of Fiduciary Relationship. Each of the Issuer and the Company acknowledges and agrees that:

(a) the Underwriters have been retained solely to act as underwriters in connection with the sale of the Bonds and that no fiduciary, advisory or agency relationship between the Underwriters, on one hand, and the Company and/or the Issuer, on the other hand, has been created in respect of any of the transactions contemplated by this Underwriting Agreement, irrespective of whether the Underwriters have advised or are advising the Company and/or the Issuer on other matters;

(b) the price of the Bonds was established by the Issuer and the Company following discussions and arms-length negotiations with the Underwriters, among others;

(c) it has been advised that the Underwriters and their affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Issuer and Company and that the Underwriters have no obligation to disclose such interests and transactions to the Issuer or the Company by virtue of any fiduciary, advisory or agency relationship; and

(d) it waives, to the fullest extent permitted by law, any claims it may have against the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Issuer or the Company in respect of such fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Issuer or the Company including stockholders, employees or creditors of the Issuer and/or the Company.

14. Notices. All communications hereunder will be in writing and may be given by United States mail, courier service, telecopy, telefax or facsimile (confirmed by telephone or in writing in the case of notice by telecopy, telefax or facsimile) or any other customary means of communication, and any such communication shall be effective when delivered, or if mailed, three days after deposit in the United States mail with proper postage for ordinary mail prepaid, and if sent to the Representatives, to it at the address specified in Schedule I hereto; and if sent to the Company, to it at 1111 Louisiana, Houston, Texas 77002, Attention: Marc Kilbride; and if sent to the Issuer, to it at 1111 Louisiana Suite 4655B, Houston, Texas 77002, Attention: Marc Kilbride. The parties hereto, by notice to the others, may designate additional or different addresses for subsequent communications.

15. Successors. This Underwriting Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

16. Applicable Law. This Underwriting Agreement will be governed by and construed in accordance with the laws of the State of New York.

17. Counterparts. This Underwriting Agreement may be signed in any number of counterparts, each of which shall be deemed an original, which taken together shall constitute one and the same instrument.

18. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) among the Issuer, the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Issuer and the several Underwriters.

Very truly yours,

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: /s/ Marc Kilbride

Name: Marc Kilbride

Title: Vice President and Treasurer

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

By: /s/ Marc Kilbride

Name: Marc Kilbride

Title: Sole Manager

The foregoing Underwriting Agreement is hereby confirmed and accepted as of the date specified in Schedule I hereto.

LEHMAN BROTHERS INC.

By: /s/ Damian Harbutt

Name: Damian Harbutt
Title: Managing Director

CREDIT SUISSE FIRST BOSTON LLC

By: /s/ Gregory Richter

Name: Gregory Richter
Title: Managing Director

GREENWICH CAPITAL MARKETS, INC.

By: /s/ Daniel McGarvey

Name: Daniel McGarvey
Title: Managing Director

SCHEDULE I

Underwriting Agreement dated December 9, 2005

Registration Statement No. 333-121505

Representatives:

Credit Suisse First Boston LLC. Greenwich Capital Markets Inc.
 Lehman Brothers Inc.

c/o
 Lehman Brothers Inc.
 745 7th Avenue
 New York, NY 10019

Attention: Damian Harbutt

Title, Purchase Price and Description of Bonds:

Title: CenterPoint Energy Transition Bond Company II, LLC Senior Secured
 Transition Bonds, Series A

Total
Principal
Underwriting
Amount of
Price to
Discounts and
Tranche Bond
Rate Public
Commissions
Proceeds to
Issuer -----

----- Per
Tranche A-1
Bond
\$250,000,000
4.840%
99.98928%
0.32500%
\$249,160,700
Per Tranche
A-2 Bond
\$368,000,000
4.970%
99.96013%
0.35000%
\$366,565,278
Per Tranche
A-3 Bond
\$252,000,000
5.090%
99.99640%
0.40000%
\$250,982,928
Per Tranche
A-4 Bond
\$519,000,000
5.170%
99.97450%
0.42000%
\$516,687,855
Per Tranche
A-5 Bond
\$462,000,000
5.302%
100.0000%
0.37546%
\$460,265,375
=====
=====
=====

Total

\$1,851,000,000

\$ 7,022,925

\$1,843,662,136

Original Issue Discount (if any): \$314,939

Redemption provisions: None

Other provisions: None

Closing Date, Time and Location: December 16, 2005, 10:00 a.m.; offices of
Baker Botts L.L.P.; Houston, Texas

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SCHEDULE II

Principal Amount of Bonds to be Purchased

Principal
Amount
Underwriter
Tranche A-1
Tranche A-2
Tranche A-3
Tranche A-4
Tranche A-5
Total - -----

Lehman
Brothers Inc.
\$ 65,334,000
\$ 95,333,000
\$ 74,000,000
\$147,333,000
\$146,667,000
\$ 528,667,000
Credit Suisse
First Boston
LLC \$
65,333,000 \$
95,334,000 \$
74,000,000
\$147,333,000
\$146,667,000
\$ 528,667,000
Greenwich
Capital
Markets, Inc.
\$ 65,333,000
\$ 95,333,000
\$ 74,000,000
\$147,334,000
\$146,666,000
\$ 528,666,000
Barclays
Capital Inc.
\$ 6,000,000 \$
10,000,000 \$
6,000,000 \$
14,000,000 -
\$ 36,000,000
Deutsche Bank
Securities
Inc. \$
6,000,000 \$
10,000,000 \$
6,000,000 - -
\$ 22,000,000
Goldman,
Sachs & Co. \$
6,000,000 \$
10,000,000 \$
6,000,000 \$
14,000,000 -
\$ 36,000,000
First Albany
Capital Inc.
\$ 19,000,000
\$ 10,500,000
\$ 6,000,000 \$
34,000,000 \$
12,000,000 \$
81,500,000
Loop Capital
Markets, LLC

- \$ 5,500,000
- \$ 5,000,000
- \$
10,500,000
M.R. Beal &
Company - \$
12,000,000 -
- - \$
12,000,000
Siebert
Brandford
Shank & Co.,
- - \$
10,000,000
L.L.C. \$
6,000,000 \$
4,000,000 -
Samuel A.
Ramirez &
Co., Inc. \$
5,000,000 \$
10,000,000 -
\$ 10,000,000
\$ 10,000,000
\$ 35,000,000
SunTrust
Capital
Markets, Inc.
\$ 6,000,000 \$
10,000,000 \$
6,000,000 - -
\$ 22,000,000
Total
\$250,000,000
\$368,000,000
\$252,000,000
\$519,000,000
\$462,000,000
\$1,851,000,000
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SCHEDULE III

ALL INFORMATION IN THIS PRELIMINARY TERM SHEET IS PRELIMINARY AND SUBJECT TO CHANGE. A REGISTRATION STATEMENT (REGISTRATION NO. 333-121505) RELATING TO THE BONDS HAS BEEN FILED WITH THE COMMISSION AND DECLARED EFFECTIVE. THE ISSUER WILL PREPARE, CIRCULATE AND FILE WITH THE COMMISSION A COMPLETE PROSPECTUS SUPPLEMENT, WHICH WILL BE ACCOMPANIED BY A BASE PROSPECTUS. YOU SHOULD READ THE COMPLETE PROSPECTUS SUPPLEMENT AND BASE PROSPECTUS BECAUSE THEY CONTAIN IMPORTANT INFORMATION. YOU CAN OBTAIN THE REGISTRATION STATEMENT, AND, ONCE FILED, THE PROSPECTUS SUPPLEMENT AND THE BASE PROSPECTUS FOR FREE AT THE COMMISSION'S WEB SITE (WWW.SEC.GOV). THIS PRELIMINARY TERM SHEET HAS BEEN PREPARED SOLELY FOR INFORMATION PURPOSES AND IS NOT AN OFFER TO BUY OR SELL OR A SOLICITATION OF AN OFFER TO BUY OR SELL ANY SECURITY OR INSTRUMENT IN ANY JURISDICTION WHERE SUCH OFFER OR SALE IS PROHIBITED OR TO PARTICIPATE IN ANY TRADING STRATEGY. NEITHER THE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR DETERMINED IF THIS PRELIMINARY TERM SHEET IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. The State of Texas, the PUCT, Saber Partners, LLC, Saber Capital Partners LLC, Credit Suisse First Boston LLC, Lehman Brothers Inc., Greenwich Capital Markets, Inc. and their affiliates make no representation or warranty with respect to the appropriateness, usefulness, accuracy or completeness of the information, or with respect to the terms of any future offer of securities conforming to the terms hereof. A definitive base prospectus and prospectus supplement prepared by the Issuer will contain material information not contained herein, and the prospective purchasers are referred to those materials. Such base prospectus and prospectus supplement will contain all material information in respect of any securities offered thereby. The information contained in this material may be based on assumptions regarding market conditions and other matters as reflected therein and is therefore subject to change. We make no representations regarding the reasonableness of such assumptions or the likelihood that any of such assumptions will coincide with actual market conditions or events, and this material should not be relied on for such purposes. No representation is made that any returns indicated will be achieved. Changes to the assumptions may have a material impact on any returns detailed. Although the analyses herein may not show a negative return on the securities referred to herein, such securities are not principal protected and, in certain circumstances, investors in such securities may suffer a complete or partial loss on their investment. The State of Texas, the PUCT, Saber Partners, LLC, Saber Capital Partners LLC, Credit Suisse First Boston LLC, Lehman Brothers Inc., Greenwich Capital Markets, Inc. and their affiliates disclaim any and all liability relating to this information, including without limitation any express or implied representations or warranties for, statements contained in, and omissions from, this information. Additional information is available upon request. Past performance is not necessarily indicative of future results. Price and availability are subject to change without notice. Information contained in this material is current as of the date appearing on this material only. Information in this material regarding any assets backing any securities discussed herein supersedes all prior information regarding such assets. Saber Partners, LLC is acting as financial advisor to the PUCT. Certain financial advisory services, including any activities that may be considered activities of a broker dealer, will be assigned to Saber Capital Partners, LLC, as a wholly-owned subsidiary of Saber Partners, LLC. Neither the State of Texas, the PUCT, Saber Partners, LLC, Saber Capital Partners LLC, Credit Suisse First Boston LLC, Lehman Brothers Inc. or

Greenwich Capital Markets, Inc. is acting as an agent for the Issuer or its affiliates in connection with the proposed transaction.

III-2

AMENDED AND RESTATED
CERTIFICATE OF FORMATION

OF

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

AMENDED AND RESTATED CERTIFICATE OF FORMATION, dated December 14, 2005 (as the same may be further amended, supplemented or otherwise modified and in effect from time to time, this "Certificate of Formation"), of CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC, a Delaware limited liability company (the "Company"), having its principal office at 1111 Louisiana, Suite 4655B, Houston, Texas 77002.

This Certificate of Formation has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of 6 Del. C. ss.18-208, to amend and restate the original Certificate of Formation of the Company, which was filed under the name of the Company on December 3, 2004, with the Secretary of State of the State of Delaware (the "Original Certificate"), to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. Section 18-101, et seq.).

The Original Certificate is hereby amended and restated in its entirety to read as follows:

SECTION 1. NAME. The name of the limited liability company is CenterPoint Energy Transition Bond Company II, LLC.

SECTION 2. CAPITALIZED TERMS. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 16, 2005 (as it may be further amended, supplemented or otherwise modified and in effect from time to time, the "Agreement").

SECTION 3. ADDRESS. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

SECTION 4. TERM. The term of the Company shall continue until the Company is dissolved and liquidated in accordance with Section 7 hereof and of the Agreement. The existence of the Company as a separate legal entity shall continue until the cancellation of this Certificate of Formation in accordance with the Delaware Limited Liability Company Act, currently 6 Del. C. Sections 18-101 through 18-1109 (as amended, the "Act").

SECTION 5. INDEPENDENT MANAGERS.

(a) The Company shall have at all times at least two individuals who are each Independent Managers. The Independent Managers may not delegate their duties, authorities or responsibilities hereunder or under the Agreement. If any Independent Manager resigns, dies or

becomes incapacitated, or such position is otherwise vacant, no action requiring the unanimous affirmative vote of the Managers shall be taken until a successor Independent Manager is appointed by the Member and qualifies and approves such action. In the event of a vacancy in the position of Independent Manager, the Member shall, as soon as practicable appoint a successor Independent Manager.

(b) Notwithstanding any other provision of this Certificate of Formation or of the Agreement and any provision of law that otherwise so empowers the Company, the Member, any Special Member, any Manager, any officer or any other Person, the Company shall not, and none of the Member, any Special Member, any Manager, any officer or any other Person on behalf of the Company shall, without the prior unanimous consent of the Managers, including each of the Independent Managers, do any of the following: (i) engage in any business or activity other than those set forth in Section 2.03 of the Agreement; (ii) except as provided in the Basic Documents, incur any indebtedness, other than the Transition Bonds, obligations under agreements with third party credit enhancers and swap or hedge agreement counterparties relating to any Series of Transition Bonds and ordinary course expenses as set forth in Section 2.03 of the Agreement, or assume or guarantee any indebtedness of any other entity; (iii) make a general assignment for the benefit of creditors; (iv) file a petition commencing a voluntary bankruptcy; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution (to the fullest extent permitted by law) or similar relief under any statute, law or regulation; (vi) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution (to the fullest extent permitted by law) or similar relief under any statute, law or regulation, or the entry of any order appointing a trustee, liquidator or receiver of it or of its assets or any substantial portion thereof; (vii) seek, consent to or acquiesce in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets; (viii) file or otherwise initiate the filing of a motion in any Bankruptcy or other insolvency proceeding in which the Member or any of its Affiliates is a debtor to substantively consolidate the assets and liabilities of any such debtor with the assets and liabilities of the Company; (ix) consolidate or merge with or into any other entity or convey or transfer substantially all of its properties and assets substantially as an entirety to any entity, or (x) amend the Agreement, or take any other action, in furtherance of any such action. With regard to any action contemplated by the preceding sentence, or with regard to any action taken or determination made at any time when the Company is insolvent, each Independent Manager will to the fullest extent permitted by law, including Section 18-1101(c) of the Act, owe its primary fiduciary duty to the Company (including the creditors of the Company).

(c) No Independent Manager shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

SECTION 6. SPECIAL MEMBER. Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Section 7.01 of the Agreement), each person acting as an Independent Manager pursuant to Section 5 hereof and Section 4.04 of the Agreement shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the

Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as a Special Member unless (i) a successor Special Member has been admitted to the Company as a Special Member by executing a counterpart to the Agreement, and (ii) such successor has also accepted its appointment as Independent Manager, provided, however, the Special Members shall automatically cease to be members of the Company upon the admission to the Company of a substitute Member (who may be approved by the personal representative of the last Member that ceased to be a member of the Company). Each Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301(d) of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, a Special Member, in its capacity as a Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member, each person acting as an Independent Manager pursuant to Section 5 hereof and Section 4.04 of the Agreement shall execute a counterpart to the Agreement. Prior to its admission to the Company as a Special Member, each person acting as an Independent Manager pursuant to Section 5 hereof and Section 4.04 of the Agreement shall not be a member of the Company.

SECTION 7. RIGHTS ON LIQUIDATION, DISSOLUTION OR WINDING UP.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the business of the Company is continued in a manner permitted by the Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(c) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in the Agreement and (ii) this Certificate of Formation shall have been canceled in the manner required by the Act.

(d) Neither the sale of all or substantially all of the property or business of the Company, nor the merger, conversion or consolidation of the Company into or with another company or other entity, shall be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purpose of this Section 7 and Section 7.03 of the Agreement.

(e) The commencement of a Bankruptcy, insolvency, receivership or other similar proceeding by or against the Company shall not result in the dissolution of the Company or in the cessation of the interest of the Member in the Company.

(f) Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company in the Company.

(g) Notwithstanding any other provision of this Certificate of Formation or of the Agreement, the Bankruptcy of the Member or any Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

SECTION 8. NO BANKRUPTCY PETITION; NO DISSOLUTION.

(a) To the fullest extent permitted by law, the Member, each Special Member and each Manager hereby covenant and agree (or shall be deemed to have hereby covenanted and agreed) that, prior to the date which is one year and one day after the termination of the Indenture and the payment in full of every Series of Transition Bonds and any other amounts owed under the Indenture, including, without limitation, any amounts owed to third-party credit enhancers or swap or hedge agreement counterparties with respect to any series of Transition Bonds, it will not acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining a case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company; provided, however, that nothing in this Section 8 or Section 10.06 of the Agreement shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Company pursuant to the Agreement. This Section 8 and Section 10.06 of the Agreement are not intended to apply to the filing of a voluntary bankruptcy petition on behalf of the Company which is governed by Section 5(b) of this Certificate of Formation and Section 4.04(b) of the Agreement.

(b) To the fullest extent permitted by law, the Member, each Special Member and each Manager hereby covenant and agree (or shall be deemed to have hereby covenanted and agreed) that, until the termination of the Indenture and the payment in full of any Series of the Transition Bonds and any other amounts owed under the Indenture, including any amounts owed to third-party credit enhancers or under any Swap Agreement or hedge agreement, the Member, such Special Member and such Manager will not consent to, or make application for, or institute or maintain any action for, the dissolution of the Company under Section 18-801 or 18-802 of the Act or otherwise.

(c) In the event that the Member, any Special Member or any Manager takes action in violation of this Section 8 or Section 10.06 of the Agreement, the Company agrees that it shall file an answer with the court or otherwise properly contest the taking of such action and raise the defense that the Member, the Special Member or Manager, as the case may be, has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert.

(d) The provisions of this Section 8 and Section 10.06 of the Agreement shall survive the termination of the Agreement and the resignation, withdrawal or removal of the Member, any Special Member or any Manager. Nothing contained herein or in the Agreement shall preclude participation by the Member, any Special Member or a Manager in assertion or defense of its claims in any such proceeding involving the Company.

SECTION 9. CONFLICT. In the event of any conflict or inconsistency between the provisions of this Certificate of Formation and of the Agreement, to the fullest extent permitted by law, the provisions of this Certificate of Formation shall govern.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Amended and Restated Certificate of Formation of CenterPoint Energy Transition Bond Company II, LLC this 14th day of December, 2005.

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC
as an authorized person

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Treasurer

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

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AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, dated as of December 16, 2005 (as it may be further amended and supplemented from time to time, this "Agreement"), of CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC, a Delaware limited liability company (the "Company"), having its principal office at 1111 Louisiana Street, Suite 4655B, Houston, Texas 77002, among CenterPoint Energy Houston Electric, LLC, as the sole equity member of the Company, and the Independent Managers.

WHEREAS, CenterPoint Energy Houston Electric, LLC, a Texas limited liability company ("CenterPoint Houston"), as sole Member, caused the Certificate of Formation of the Company (the "Certificate of Formation") to be filed with the Secretary of State of the State of Delaware (the "Secretary of State") on December 3, 2004, executed a Limited Liability Company Agreement dated December 3, 2004 (the "Original LLC Agreement") and caused the amended and restated Certificate of Formation to be filed with the Secretary of State on December 14, 2005; and

WHEREAS, this Agreement amends and restates the Original LLC Agreement in all respects, and from and after the date hereof constitutes the governing instrument of the Company;

NOW THEREFORE, the parties hereto hereby amend and restate the Original LLC Agreement as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Capitalized Terms. For all purposes of this Agreement, the following terms shall have the meanings set forth below:

"Act" shall mean the Delaware Limited Liability Company Act, as amended, as in effect on the date hereof (currently Chapter 18 of Title 6, Sections 18-101 through 18-1109 of the Delaware Code) and as it may be amended hereafter, from time to time.

"Administration Agreement" shall mean the Administration Agreement, dated as of December 16, 2005 between the Company and CenterPoint Houston, as Administrator, as the same may be amended and supplemented from time to time.

"Affiliate" shall mean, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of

voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

"Agreement" shall mean this Amended and Restated Limited Liability Company Agreement of the Company as the same may be further amended and supplemented from time to time in accordance with the provisions hereof.

"Bankruptcy" shall mean, with respect to any Person, if such Person (i) makes an assignment for the benefit of creditors, (ii) files a petition commencing a voluntary bankruptcy, (iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature, (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Person or of all or any substantial part of its properties, or (vii) if 120 days after the commencement of any proceeding against the Person seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or if within 90 days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or if within 90 days after the expiration of any such stay, the appointment is not vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"Basic Documents" shall mean (i) this Agreement, the Certificate of Formation, the Indenture, the Administration Agreement, the Transition Bonds and (ii) any Sale Agreement, Bill of Sale, Servicing Agreement, Supplemental Indenture, Intercreditor Agreement and Underwriting Agreement entered into in connection with one or more Series of Transition Bonds.

"Bill of Sale" shall mean and include any bill of sale issued by the Member to the Company pursuant to a Sale Agreement evidencing the sale of Transition Property to the Company.

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which banking institutions in the City of Houston, Texas, in the City of New York, New York or in the City of Wilmington, Delaware are required or authorized by law or executive order to remain closed.

"CenterPoint Houston" shall mean CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its successor.

"Certificate of Formation" shall mean the Certificate of Formation of the Company as filed in accordance with the Act with the Secretary of State on December 3, 2004, as amended and restated and filed with the Secretary of State on December 14, 2005, as the same may be further amended and supplemented from time to time.

"Class" shall mean, with respect to any Series, any one of the classes or tranches of Transition Bonds of that Series, as specified in the Series Supplement for that Series.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time (or any successor law), and Treasury Regulations promulgated thereunder.

"Common Interest" shall mean the limited liability company interest of the Member in the Company as described in Article VII. The Company shall have one class of Common Interest.

"Company" shall mean CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company.

"Financing Order" shall mean and include the financing order issued by the PUCT on March 16, 2005 in Docket No. 30485 and any subsequent financing order issued by the PUCT to the Member pursuant to which the Member transfers its rights and interests thereunder to the Company in connection with the issuance of a separate Series of Transition Bonds.

"Fiscal Year" shall mean, unless the Managers shall at any time determine otherwise pursuant to the requirements of the Code, a calendar year.

"GAAP" shall mean the generally accepted accounting principles promulgated or adopted by the Financial Accounting Standards Board and its successors from time to time.

"Governmental Authority" shall mean any court or any federal or state regulatory body, administrative agency or governmental instrumentality.

"Indenture" shall mean the Indenture dated as of December 16, 2005, between the Company, as Issuer, the Trustee and Deutsche Bank Trust Company Americas, as the Securities Intermediary (as defined therein), as the same may be amended and supplemented from time to time, and shall include the forms and terms of the Transition Bonds established thereunder.

"Independent Manager" shall mean, with respect to the Company, a Manager who is not, and within the previous five years was not (except solely by virtue of such Person's serving as, or affiliation with any other Person serving as, an independent director or manager, as applicable, of CenterPoint Houston, the Company or any bankruptcy remote special purpose entity that is an Affiliate of CenterPoint Houston or the Company), (i) a stockholder, member, partner, director, officer, employee, Affiliate, customer, supplier, creditor or independent contractor of, or any Person that has received any benefit in any form whatsoever from (other than in such Manager's capacity as a ratepayer or customer of CenterPoint Houston in the ordinary course of business), or any Person that has provided any service in any form whatsoever to, or any major creditor (or any Affiliate of any major creditor) of, the Company, CenterPoint Houston or any of their Affiliates, or (ii) any Person owning beneficially, directly or indirectly, any outstanding shares of common stock, any limited liability company interests or any partnership interests, as applicable, of the Company, CenterPoint Houston, or any of their Affiliates, or of any major creditor (or any Affiliate of any major creditor) of any of the foregoing, or a stockholder, member, partner, director, officer, employee, Affiliate, customer, supplier, creditor or independent contractor of, or any Person that has received any benefit in any form whatever from (other than in such Person's

capacity as a ratepayer or customer of CenterPoint Houston in the ordinary course of business), or any Person that has provided any service in any form whatever to, such beneficial owner or any of such beneficial owner's Affiliates, or (iii) a member of the immediate family of any person described above; provided that the indirect or beneficial ownership of stock through a mutual fund or similar diversified investment vehicle with respect to which the owner does not have discretion or control over the investments held by such diversified investment vehicle shall not preclude such owner from being an Independent Manager. For purposes of this definition, "major creditor" shall mean a natural person or business entity to which the Company, CenterPoint Houston or any of their Affiliates has outstanding indebtedness for borrowed money or credit on open account in a sum sufficiently large as would reasonably be expected to influence the judgment of the proposed Independent Manager adversely to the interests of the Company when the interests of that Person are adverse to those of the Company.

"Intercreditor Agreement" shall mean and include the Intercreditor Agreement, dated as of December 16, 2005, among Deutsche Bank Trust Company Americas, the Company, CenterPoint Houston and CenterPoint Energy Transition Bond Company, LLC, each in the capacities stated therein, as the same may be amended and supplemented from time to time and any subsequent intercreditor agreement entered into by the Company in connection with the issuance of a separate Series of Transition Bonds in accordance with a Financing Order.

"Manager" shall mean any Person appointed by the Member from time to time as a manager of the Company in accordance with the provisions of this Agreement, including the Independent Managers, in such Person's capacity as a manager of the Company. A Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Member" shall mean CenterPoint Houston, in its capacity as a member in the Company under this Agreement, or any successor thereto admitted to the Company as a member pursuant to Article VII; provided, however, the term "Member" shall not include the Special Members.

"Officer's Certificate" means a certificate signed by any Manager, the chairman of the board, the chief executive officer, the president, any vice chairman, any executive vice president, senior vice president or vice president, the treasurer, assistant treasurer, the secretary or any assistant secretary of the Company.

"Person" shall mean any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), business trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"Proceeding" shall have the meaning set forth in Section 9.01.

"PUCT" shall mean the Public Utility Commission of Texas or any successor entity thereto.

"Qualified Costs" has the meaning assigned to that term in the Texas Electric Choice Plan and one or more Financing Orders, in each case as applicable to the Series of Transition Bonds to which the Financing Order relates.

"Rating Agency" shall mean any rating agency rating the Transition Bonds of any Class or Series at the time of issuance thereof at the request of the Company, which initially shall be Moody's Investors Service Inc., Standard & Poor's, a division of The McGraw-Hill Companies, and Fitch Ratings. If no such organization or successor is any longer in existence, "Rating Agency" shall mean a nationally recognized statistical rating organization or other comparable Person designated by the Company, written notice of which designation shall be given to the Trustee, the PUCT and the Member.

"Rating Agency Condition" shall mean, with respect to any action, the notification in writing to each Rating Agency of such action, and confirmation from Standard & Poor's Rating Services to the Trustee and the Company that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of any outstanding Series or Class of Transition Bonds.

"Sale Agreement" shall mean and include the Transition Property Sale Agreement dated as of December 16, 2005, between CenterPoint Houston and the Company, as the same may be amended and supplemented from time to time and any subsequent transition property sale agreement entered into by the Company in connection with the issuance of a separate Series of Transition Bonds in accordance with a Financing Order.

"Secretary of State" shall have the meaning given thereto in the second recital hereof.

"Securities Intermediary" shall mean the party named as such in the Indenture or its successor or any successor Securities Intermediary under the Indenture.

"Series" shall mean any series of Transition Bonds issued by the Company and authenticated by the Trustee pursuant to the Indenture, as specified in the Series Supplement therefor.

"Series Supplement" shall mean a Supplemental Indenture that authorizes a particular Series of Transition Bonds.

"Servicing Agreement" shall mean and include the Transition Property Servicing Agreement dated as of December 16, 2005, between the Company and CenterPoint Houston and acknowledged by the Trustee, as the same may be amended and supplemented from time to time and any subsequent servicing agreement entered into by the Company in connection with the issuance of a separate Series of Transition Bonds in accordance with a Financing Order.

"Special Member" shall mean, upon such Person's admission to the Company as a member of the Company pursuant to Section 6.05, a Person acting as Independent Manager, in such Person's capacity as a member of the Company. A "Special Member" shall have the rights and duties expressly set forth in this Agreement.

"Supplemental Indenture" shall mean a supplemental indenture entered into by the Company, the Trustee and Deutsche Bank Trust Company Americas, as Securities Intermediary (as defined in the Indenture), pursuant to Article IX of the Indenture.

"Texas Electric Choice Plan" shall mean the Act of May 21, 1999, 76th Leg. R.S. ch. 405, 1999 (codified at Texas Utilities Code Section 39.001 et seq.).

"Transition Bonds" shall mean any of the transition bonds (as defined in the Texas Electric Choice Plan) issued by the Company pursuant to the Indenture.

"Transition Charges" shall mean the nonbypassable amounts to be charged for the use or availability of electric services, approved by the PUCT in a Financing Order to recover Qualified Costs that may be collected by CenterPoint Houston, its successors, assignees or other collection agents as provided in such Financing Order.

"Transition Property" shall mean the rights and interests of CenterPoint Houston or its successor under a Financing Order, once those rights are first transferred to the Company or pledged in connection with the issuance of the related Series of Transition Bonds, including the right to impose, collect and receive through Transition Charges payable by retail electric customers within CenterPoint Houston's certificated service area as it existed on May 1, 1999, an amount sufficient to cover the Qualified Costs of CenterPoint Houston authorized in such Financing Order, the right to receive Transition Charges in amounts and at times sufficient to pay principal and interest and make other deposits in connection with such related Series of Transition Bonds and all revenues and collections resulting from Transition Charges.

"Treasury Regulations" shall mean regulations, including proposed or temporary regulations, promulgated under the Code. References herein to specific provisions of proposed or temporary regulations shall include analogous provisions of final Treasury Regulations or other successor Treasury Regulations.

"Trustee" shall mean the party named as such in the Indenture or its successor or any successor Trustee under the Indenture.

"Underwriting Agreement" shall mean and include the Underwriting Agreement, dated December 9, 2005, between the Company, CenterPoint Houston and the Underwriters named in Schedule II thereto and any subsequent underwriting agreement entered into by the Company and CenterPoint Houston in connection with the issuance of a separate Series of Transition Bonds in accordance with a Financing Order.

SECTION 1.02. Other Definitional Provisions.

(a) All terms in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(b) As used in this Agreement and in any certificate or other documents made or delivered pursuant hereto or thereto, accounting terms not defined in this Agreement or in any such certificate or other document, and accounting terms partly defined in this Agreement or in any such certificate or other document to the extent not defined, shall have the respective meanings given to them under GAAP. To the extent that the definitions of accounting terms in this Agreement or in any such certificate or other document are inconsistent with the meanings of such terms under GAAP, the definitions contained in this Agreement or in any such certificate or other document shall control.

(c) The words "hereof," "herein," "hereunder," and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Section references contained in this Agreement are references to Sections in this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(d) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(e) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; references to a Person are also to its permitted successors and assigns.

ARTICLE II

FORMATION OF THE LIMITED LIABILITY COMPANY

SECTION 2.01. Formation; Filings. Pursuant to the Act and in accordance with the further terms and provisions hereof, the Member and, when signed by the Special Members, the Special Members, hereby continue the Company as a limited liability company. The Certificate of Formation of the Company has been executed and filed with the Secretary of State by Rufus S. Scott, as an "authorized person" within the meaning of the Act. Upon the filing of the Certificate of Formation with the Secretary of State, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. Except as such powers may be delegated by the Member to the Managers or by the Managers to the officers of the Company and as otherwise provided in this Agreement, the Member shall execute or cause to be executed from time to time all other instruments, certificates, notices and documents, and shall do or cause to be done all such filing, recording, publishing and other acts, in each case, as may be necessary or appropriate from time to time to comply with all applicable requirements for the formation and/or operation and, when appropriate, termination of a limited liability company in the State of Delaware and all other jurisdictions where the Company shall desire to conduct its business.

SECTION 2.02. Name, Registered Agent and Office.

(a) The name of the Company shall be "CenterPoint Energy Transition Bond Company II, LLC." All business of the Company shall be conducted in such name and all contracts, property and other assets of the Company shall be held in that name, and the Member shall not have any ownership interests in such contracts, property or other assets in the Company's individual name.

(b) The address of the registered office of the Company in the State of Delaware is the Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New

Castle, 19801. The name of its registered agent at that address is The Corporation Trust Company. The Delaware State file number for the Company is #3854015.

(c) The Company may also have offices at such other places both within and without the State of Delaware as the Member may from time to time determine.

SECTION 2.03. Business Purpose. The nature of the business or purpose to be conducted or promoted by the Company is to engage exclusively in the following business and financial activities:

(a) to authorize, issue, sell and deliver one or more Series or Classes of Transition Bonds under the Indenture and, in connection therewith, to execute and deliver Supplemental Indentures providing for the issuance of one or more Series of Transition Bonds, each as permitted by and in accordance with the terms of the Indenture and to enter into any agreement or document providing for the authorization, issuance, sale and delivery of the Transition Bonds;

(b) to purchase, acquire, own, hold, administer, service, and enter into agreements for the servicing of, finance, manage, sell, assign, pledge, collect amounts due on and otherwise deal with the Transition Property and other assets to be acquired pursuant to the Basic Documents and any proceeds or rights associated therewith;

(c) to negotiate, authorize, execute, deliver, assume the obligations under, and perform its duties under, the Basic Documents and any other agreement or instrument or document relating to the activities set forth in clauses (a) and (b) above, including agreements with third-party credit enhancers and swap or hedge agreement counterparties relating to any Series or Class of Transition Bonds; provided, that each party to any such agreement under which material obligations are imposed upon the Company shall covenant that it shall not, prior to the date which is one year and one day after the termination of the Indenture and the payment in full of each Series of the Transition Bonds and any other amounts owed under the Indenture, including any amounts owed to third-party credit enhancers and any amounts owed under any swap agreement or hedge agreement, acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining a case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company; or ordering the winding up or liquidation of the affairs of the Company; and provided, further, that the Company shall be permitted to incur additional indebtedness or other liabilities payable to service providers and trade creditors in the ordinary course of business in connection with the foregoing activities;

(d) to invest proceeds from the Transition Property and its other assets and any capital and income of the Company in accordance with the applicable Basic Documents or as otherwise determined by the Managers and not inconsistent with this Section or the applicable Basic Documents; and

(e) to do such other things and carry on any other activities which the Managers determine to be necessary, convenient or incidental to any of the foregoing purposes, and have

and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act that are related or incidental to any of the foregoing.

The Company is authorized to execute, deliver and perform, and any Member, Manager or officer on behalf of the Company is hereby authorized to execute and deliver the Basic Documents and all documents, agreements, certificates or financing statements contemplated thereby or related thereto, all without any further act, vote or approval of any Member, Manager, officer or other Person notwithstanding any other provision of this Agreement, the Act or applicable law, rule or regulation. The foregoing authorization shall not be deemed a restriction on the powers of the Member or any Manager or officer to enter into other agreements on behalf of the Company.

SECTION 2.04. Term. The term of the Company shall continue until the Company is dissolved and liquidated in accordance with Section 7.03. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation in accordance with the Act.

SECTION 2.05. No State Law Partnership. The Member and the Special Members intend that the Company shall not be a partnership (including a general partnership or a limited partnership) or joint venture, and that neither the Member, any Special Members nor any Manager shall be a partner or joint venturer of the Member, any Special Member or any Manager with respect to the business of the Company, for any purposes, and this Agreement shall not be construed to suggest otherwise.

SECTION 2.06. Authority of Member. Subject to Section 4.04, the Member, acting in such capacity, shall have the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures, debts, liabilities or obligations on behalf of the Company.

SECTION 2.07. Liability to Third Parties. Except as otherwise expressly provided by the Act, neither the Member, any Special Member nor any Manager or officer shall be liable for the debts, obligations or liabilities of the Company (whether arising in contract, tort or otherwise), including under a judgment, decree or order of a court, solely by reason of being the Member or acting as a Special Member, Manager or officer.

SECTION 2.08. No Personal Liability of Member, Special Members, Managers, Etc. (a) Neither the Member nor any Special Member shall be subject in such capacity to any personal liability whatsoever to any Person in connection with the assets or the acts, obligations or affairs of the Company, and (b) no Manager or officer of the Company shall be subject in such capacity to any personal liability whatsoever to any Person, other than the Company or its Member, in connection with the assets or the affairs of the Company; and, subject to the provisions of Article IX, all such Persons shall look solely to the assets of the Company for satisfaction of claims of any nature arising in connection with the affairs of the Company; provided, that such protection from personal liability shall apply to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment provides further protection from personal liability or permits the Company

to provide greater or broader indemnification rights than such law permitted the Company to provide prior to such amendment).

SECTION 2.09. Separateness.

(a) Except as expressly permitted by the Basic Documents, the funds and other assets of the Company shall not be commingled with those of any other entity, and the Company shall maintain its own bank accounts separate from the Member and any other Person. At all times, all funds and assets of the Company shall be separately identifiable from those of the Member or any other Person.

(b) The Company shall maintain its property and assets in such a way that it is not difficult or costly to segregate, identify and ascertain its property and assets as distinct from the property and assets of any other Person.

(c) The Company shall not guarantee or otherwise hold itself out as being liable for the debts of any other entity, and shall conduct its own business in its own name.

(d) The Company shall not form, or cause to be formed, any subsidiaries.

(e) The Company shall act solely in its limited liability company name and through its duly authorized Member, Special Members, Managers, officers or agents in the conduct of its business, and shall conduct its business so as not to mislead others as to the identity of the entity or assets with which they are concerned.

(f) The Company shall maintain separate records (financial and otherwise), books of account and financial statements and shall not commingle its records and books of account with the records and books of account of any other entity or the Member.

(g) The Managers shall hold appropriate meetings to authorize all of the Company's limited liability company actions, which meetings may be held by telephone conference call, provided, that in lieu of any such meeting and without prior notice, the Managers may act by written consent in accordance with Section 4.13. The Company shall observe all formalities required by this Agreement and applicable law, and shall keep and maintain records of such meetings and compliance.

(h) The Company shall at all times ensure that its capitalization is adequate (and never unreasonably small) in light of its business, purpose and expected activities.

(i) Neither the Member, any Special Member nor any Manager, officer or Affiliate of the Company shall guarantee, become liable on or hold itself out as being liable for the debts of the Company (provided that the foregoing shall not prohibit the Member from causing to be issued one or more letters of credit or other credit support in favor of (A) Deutsche Bank Trust Company Americas in respect of any losses it or any of its officers, directors, employees, representatives or agents may incur in its capacity as Transition Bond Registrar, Securities Intermediary, authenticating agent or Paying Agent or (B) Wilmington Trust Company in respect of any losses it or any of its officers, directors, employees, representatives or agents may incur in its capacity as Trustee, in each case in connection with the transactions contemplated by the Basic Documents). The Company shall not guarantee or become obligated for the debts of the Member, any Special Member or any Manager, any Affiliate thereof or any

other Person, or otherwise hold out its credit as being available to satisfy the obligations of the Member, any Special Member, any Manager or any other Person (except for the Company's obligations under any Basic Documents), shall not pledge its assets for the benefit of any entity other than the Trustee, shall not make loans or advances to any Person, and shall not acquire obligations or securities of the Member, any Special Member, any Manager or officer or any Affiliate thereof.

(j) The Company shall pay its own liabilities out of its own funds, including fees and expenses of the Administrator pursuant to the Administration Agreement and the Servicer pursuant to any Servicing Agreement. If and to the extent that any amount is drawn under a letter of credit or other credit support referred to in the parenthetical at the end of the first clause of paragraph (i) of this Section 2.09, such amount will not constitute any amount owing by the Company to the Member or any other Person; rather, to the extent that the Member has provided or made available such a letter of credit or other credit support, and an amount is so drawn, such amount will be treated by the Member and the Company as a capital contribution by the Member to the Company.

(k) The Company shall maintain an arm's-length relationship with the Member and its other Affiliates.

(l) The Company shall allocate fairly and reasonably the salaries of and the expenses related to providing the benefits of officers or other employees shared with the Member, any Special Member or any Manager.

(m) The Company shall allocate fairly and reasonably any overhead for office space shared with the Member, any Special Member or any Manager.

(n) The Company shall use its own separate taxpayer identification number, stationery, invoices, checks and other business forms.

(o) The Company shall conduct all of its business in its own name and shall correct any known misunderstanding regarding its separate identity.

(p) The Company shall treat all outstanding Transition Bonds as debt except where a contrary treatment is required by law or by GAAP.

(q) The Company shall at all times hold itself out to the public as a legal entity separate from the Member and any other Person.

(r) The Company shall file its own tax returns, if any, as may be required under applicable law, to the extent (a) not part of a consolidated group filing a consolidated return or returns or (b) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law.

(s) The Company shall treat the transfer of the Transition Property from the Member to the Company as a sale under the Texas Electric Choice Plan.

Failure of the Company, or the Member, any Special Member or any Manager or officer on behalf of the Company, to comply with any of the foregoing covenants or any of the covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Member, any Special Member or any Manager.

SECTION 2.10. Limited Liability and Bankruptcy Remoteness. Without limiting the generality of Section 2.09, the Company shall be operated in such a manner as the Managers deem reasonable and necessary or appropriate to preserve (a) the limited liability of CenterPoint Houston (or its successor) as the Member and the limited liability of the Special Members, (b) the separateness of the Company from the business of CenterPoint Houston (or its successor), as the Member, or any other Affiliate thereof and (c) until the expiration of the period of one year and one day specified in Section 10.06, the special purpose, bankruptcy-remote status of the Company.

ARTICLE III

CAPITAL CONTRIBUTIONS

SECTION 3.01. Capital Contributions. The Member was admitted as the member of the Company upon the execution and delivery of the Original LLC Agreement and shall continue as a member of the Company upon the execution of this Agreement. The Member has contributed the amount of cash to the Company listed on Schedule A attached hereto. The Member is not required to make any additional capital contribution to the Company. However, the Member may make additional capital contributions to the Company at any time upon the written consent of such Member. To the extent that the Member makes an additional capital contribution to the Company, the Member shall revise Schedule A of this Agreement. The provisions of this Agreement, including this Section 3.01, are intended to benefit the Member and the Special Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement) and the Member and the Special Members shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

ARTICLE IV

MANAGEMENT

SECTION 4.01. Management by Managers. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers, except to the extent that such powers are otherwise retained by the Member under this Agreement (which may be delegated by the Member to the Managers unless otherwise specified herein).

SECTION 4.02. Acts by Managers.

(a) The Managers shall be obliged to devote only as much of their time to the Company's business as shall be reasonably required in light of the Company's business and

objectives. A Manager shall perform his or her duties as a Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(b) Every Manager is an agent of the Company for the purpose of its business, and the act of every Manager, including the execution in the name of the Company of any instrument for carrying on the business of the Company, binds the Company, unless such act is in contravention of this Agreement or unless the Manager so acting otherwise lacks the authority to act for the Company and the Person with whom he or she is dealing has knowledge of the fact that he or she has no such authority.

(c) The Managers shall have the right and authority to take all actions which the Managers deem necessary, useful or appropriate for the day-to-day management and conduct of the Company's business.

(d) The Managers may exercise all powers of the Company and do all such lawful acts and things as are not required or directed by the Act, other applicable law, or this Agreement to be exercised or done by the Member. Notwithstanding any other provision of this Agreement, all instruments, contracts, agreements and documents providing for the acquisition or disposition of property of the Company shall be valid and binding on the Company if executed by one or more of the Managers or by one or more officers of the Company delegated such power by the Managers. Except as set forth in Section 2.03 of this Agreement, all instruments, contracts, agreements and documents of whatsoever type executed on behalf of the Company shall be executed in the name of the Company by one or more Managers or by one or more officers of the Company delegated such power by the Managers.

SECTION 4.03. Number and Qualifications. The number of Managers of the Company shall not be less than three nor more than five, as may be determined by the Member from time to time, but no decrease in the number of Managers shall have the effect of shortening the term of any incumbent Manager.

SECTION 4.04. Independent Managers.

(a) The Company shall have at all times at least two individuals who are each Independent Managers. The Independent Managers may not delegate their duties, authorities or responsibilities hereunder. If any Independent Manager resigns, dies or becomes incapacitated, or such position is otherwise vacant, no action requiring the unanimous affirmative vote of the Managers shall be taken until a successor Independent Manager is appointed by the Member and qualifies and approves such action. In the event of a vacancy in the position of Independent Manager, the Member shall, as soon as practicable, appoint a successor Independent Manager.

(b) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Member, any Special Member, any Manager, officer or any other Person, the Company shall not, and no Member, Special Member, Manager, officer or any other Person on behalf of the Company shall, without the prior unanimous consent of the Managers, including each of the Independent Managers, do any of the following: (i) engage in any business or activity other than those set forth in Section 2.03; (ii) except as

provided in the Basic Documents, incur any indebtedness, other than the Transition Bonds, obligations under agreements with third party credit enhancers and swap or hedge agreement counterparties relating to any Series of Transition Bonds and ordinary course expenses as set forth in Section 2.03, or assume or guarantee any indebtedness of any other entity; (iii) make a general assignment for the benefit of creditors; (iv) file a petition commencing a voluntary bankruptcy; (v) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution (to the fullest extent permitted by law) or similar relief under any statute, law or regulation; (vi) file an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution (to the fullest extent permitted by law) or similar relief under any statute, law or regulation, or the entry of any order appointing a trustee, liquidator or receiver of it or of its assets or any substantial portion thereof; (vii) seek, consent to or acquiesce in the appointment of a trustee, receiver or liquidator of it or of all or any substantial part of its assets; (viii) file or otherwise initiate the filing of a motion in any Bankruptcy or other insolvency proceeding in which the Member or any of its Affiliates is a debtor to substantively consolidate the assets and liabilities of any such debtor with the assets and liabilities of the Company; (ix) consolidate or merge with or into any other entity or convey or transfer substantially all of its properties and assets substantially as an entirety to any entity; or (x) amend this Agreement, or take any other action, in furtherance of any such action. With regard to any action contemplated by the preceding sentence, or with regard to any action taken or determination made at any time when the Company is insolvent, each Independent Manager will to the fullest extent permitted by law, including Section 18-1101(c) of the Act, owe its primary fiduciary duty to the Company (including the creditors of the Company).

(c) No Independent Manager shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

SECTION 4.05. Appointment and Vacancy. The Member will appoint each Manager, including any Manager to be appointed by reason of an increase in the number of Managers.

SECTION 4.06. Term. Each Manager shall hold office until his successor shall be selected by the Member and qualified, or until his or her earlier death, resignation or removal as provided in this Agreement.

SECTION 4.07. Removal. Subject to Section 4.15, the Member may remove, with or without cause, any Manager.

SECTION 4.08. Resignation. Any Manager may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time of its receipt by the remaining Managers; provided, that the resignation of an Independent Manager shall not be effective until a replacement Independent Manager (i) shall have accepted his or her appointment as an Independent Manager, and (ii) shall have executed a counterpart to this Agreement as required by Section 6.05. The acceptance of a resignation shall not be necessary to make it effective, unless so expressly provided in the resignation.

SECTION 4.09. Place of Meetings of Managers. Any meetings of the Managers may be held either within or without the State of Delaware at such place or places as shall be determined from time to time by resolution of the Managers.

SECTION 4.10. Meetings of Managers. Meetings of the Managers may be held when called by any Managers or Manager. The Manager or Managers calling any meeting shall cause notice to be given of such meeting, including therein the time, date and place of such meeting, to each Manager at least two Business Days before such meeting. The business to be transacted at, or the purpose of, any meeting of the Managers shall be specified in the notice or waiver of notice of any such meeting. If fewer than all the Managers are present in person, by telephone or by proxy, business transacted at any such meeting shall be confined to the business or purposes specifically stated in the notice or waiver of notice of such meeting.

SECTION 4.11. Quorum; Majority Vote. At all meetings of the Managers, the presence in person, by telephone or by proxy of a majority of the Managers shall be necessary and sufficient to constitute a quorum for the transaction of business unless a greater number is required by this Agreement or by law. The act of a majority of the Managers present in person, by telephone or by proxy at a meeting at which a quorum is present in person, by telephone or by proxy shall be the act of the Managers, except as otherwise provided by law or this Agreement. If a quorum shall not be present in person, by telephone or by proxy at any meeting of the Managers, the Managers present in person, by telephone or by proxy at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present in person, by telephone or by proxy.

SECTION 4.12. Methods of Voting; Proxies. A Manager may vote either in person, by telephone, by electronic transmission or by proxy granted in writing, by means of electronic transmission or as otherwise permitted by applicable law, by the Manager; provided that the Person designated to act as proxy for an Independent Manager must be an Independent Manager.

SECTION 4.13. Actions Without a Meeting. Any action required or permitted to be taken at a meeting of the Managers may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Managers having not fewer than the minimum number of votes that would be necessary to take the action at a meeting at which all Managers entitled to vote on the action were present and voted. Copies of any such consents shall be filed with the minutes and permanent records of the Company.

SECTION 4.14. Telephone and Similar Meetings. The Managers, or members of any committee thereof, may participate in and hold meetings by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. Such participation in any such meeting shall constitute presence in person at such meeting, except where a Person participates in such meeting for the express purpose of objecting to the transaction of any business on the ground that such meeting is not lawfully called or convened.

SECTION 4.15. Managers. The Member and each Manager shall take all actions necessary from time to time to ensure that at all times the number of Managers shall be not less

than three nor more than five; provided, however, that pursuant to Section 4.04, the Company shall at all times have at least two Independent Managers. The Managers upon the execution of this Agreement shall be those persons identified on Schedule C.

SECTION 4.16. Compensation and Fees. The Managers, other than the Independent Managers, shall not receive any compensation or fees from the Company. The compensation for the performance of CenterPoint Houston, as Administrator under the Administration Agreement, shall include the compensation of Persons serving as Managers, other than the Independent Managers. The fees of the Independent Managers shall be paid by the Company and shall be fixed by the Managers consistent with the provisions of any applicable Financing Order.

ARTICLE V

OFFICERS

SECTION 5.01. Designation; Term; Qualifications. The Managers may, from time to time, designate one or more Persons to be officers of the Company. Any officer so designated shall have such title and authority and perform such duties as the Managers may, from time to time, delegate to him or her. Each officer shall hold office for the term for which such officer is designated and until his or her successor shall be duly designated and shall qualify or until his or her death, resignation or removal as provided in this Agreement. Any Person may hold any number of offices. No officer need be a Manager, the Member, a Delaware resident or a United States citizen. The persons identified on Schedule D are hereby designated the officers of the Company.

SECTION 5.02. Removal and Resignation. Any officer of the Company may be removed as such, with or without cause, by the Managers at any time. Any officer of the Company may resign as such at any time upon written notice to the Company. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time is specified therein, at the time of its receipt by the Managers.

SECTION 5.03. Vacancies. Any vacancy occurring in any office of the Company may be filled by the Managers.

SECTION 5.04. Compensation. The officers of the Company shall not receive any compensation from the Company. The compensation for the performance of CenterPoint Houston, as Administrator under the Administration Agreement, shall include the compensation of Persons serving as officers of the Company.

ARTICLE VI

MEMBER

SECTION 6.01. Powers. Subject to the provisions of this Agreement and the Act, all powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be controlled by, the Member pursuant to Section 6.03. The Member may not and shall not resign from the Company. Pursuant to Section 4.01, the Member has delegated such powers to the Managers. Without prejudice to such general powers, but subject to the same

limitations, it is hereby expressly declared that the Member shall have the following powers, subject to Section 4.04 in all cases:

First: To select and remove the Managers and prescribe such powers and duties for them as may be consistent with the Act and other applicable law and this Agreement.

Second: To conduct, manage and control the affairs and business of the Company, and to make such rules and regulations therefor consistent with the Act and other applicable law and this Agreement.

Third: To change the registered office of the Company in Delaware from one location to another; to fix and locate from time to time one or more other offices of the Company; and to designate any place within or without the State of Delaware for the conduct of the business of the Company.

SECTION 6.02. Fees of Member. The Company shall have authority to pay to the Member reasonable fees for the Member's services to the Company (other than services to be provided to the Company by the Member pursuant to the Administration Agreement and any Servicing Agreement, the compensation for which is governed by such agreements), subject to the approval of the PUCT or the deemed approval by the PUCT. With respect to the PUCT's approval of the fees of the Member,

(a) any Manager may request the approval of the PUCT by delivering to the PUCT's executive director and general counsel a written request for such approval, which request shall contain:

(i) a reference to Docket No. 30485 or the Docket No. of any proceeding related to the issuance of an additional Series of Transition Bonds and a statement as to the possible effect of the proposed fees on ongoing qualified costs;

(ii) an Officer's Certificate stating that the proposed fees have been approved by the Managers; and

(iii) a statement identifying the person to whom the PUCT or its staff is to address its approval to the proposed fee amount or request additional time;

(b) The PUCT shall, within 30 days of receiving the request for approval complying with Section 6.02(a) above, either

(i) provide notice of its approval or lack of approval to the person specified in Section 6.02(a)(iii) above, or

(ii) be conclusively deemed to have approved the proposed fees,

unless, within 30 days of receiving the request for approval complying with Section 6.02(a) above, the PUCT or its staff delivers to the office of the person specified in Section 6.02(a)(iii) above a written statement requesting an additional amount of time not to exceed 30 days in which to consider whether to approve the proposed fees. If the PUCT or its staff requests an extension of time in the manner set forth in the preceding sentence, then the PUCT shall either provide notice of its approval or lack of approval to the person specified in Section 6.02(a)(iii) above no later than the last day of such extension of time or be conclusively deemed to have approved the proposed fees as of the last day of such extension of time. Following delivery of a notice to the PUCT under Section 6.02(a) above, the Manager making the request (or other Person designated by the Managers) may at any time withdraw from the PUCT further consideration of any notification of a requested approval. Any Member fees requiring the consent of the PUCT as provided in this Section 6.02 shall become effective on the later of (i) the date proposed by the Manager(s) therefor and (ii) the first day after the expiration of the 30 day period provided for in Section 6.02(b), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended. It is understood that the fees paid to the Member under the provisions of this Section shall be determined without regard to the income of the Company, shall not be deemed to constitute distributions to the recipient of any profit, loss or capital of the Company and shall be considered as an operating expense of the Company.

SECTION 6.03. Actions by the Member. All actions of the Member may be taken by written resolution of the Member which shall be signed on behalf of the Member by an authorized officer of the Member and filed with the minutes and records of the Company.

SECTION 6.04. Control by Member. To the extent the Member takes any action with respect to the Company (including by means of its appointment of any individual Manager or its control or employment of any individual Manager in any other capacity), the Member, or any such Manager or officer designated by the Managers, as applicable, will act in good faith in accordance with the terms of this Agreement, and make decisions with respect to the business and daily operations of the Company independent of, and not dictated by, in the case of the Manager or officer, the Member, or in either case any Affiliate of the foregoing, and, to the fullest extent permitted by law, any such Manager or officer shall bear a fiduciary duty to the Company (including its creditors) under the circumstances set forth in Section 4.04.

SECTION 6.05. Special Member. Upon the occurrence of any event that causes the Member to cease to be a member of the Company (other than upon an assignment by the Member of all of its limited liability company interest in the Company and the admission of the transferee pursuant to Section 7.01), each person acting as an Independent Manager pursuant to Section 4.04 shall, without any action of any Person and simultaneously with the Member ceasing to be a member of the Company, automatically be admitted to the Company as a Special Member and shall continue the Company without dissolution. No Special Member may resign from the Company or transfer its rights as Special Member unless (i) a successor Special Member has been admitted to the Company as Special Member by executing a counterpart to this Agreement, and (ii) such successor has also accepted its appointment as Independent Manager, provided, however, the Special Members shall automatically cease to be members of the Company upon the admission to the Company of a substitute Member (who may be approved by the personal representative of the last Member that ceased to be a member of the Company).

Each Special Member shall be a member of the Company that has no interest in the profits, losses and capital of the Company and has no right to receive any distributions of Company assets. Pursuant to Section 18-301(d) of the Act, a Special Member shall not be required to make any capital contributions to the Company and shall not receive a limited liability company interest in the Company. A Special Member, in its capacity as Special Member, may not bind the Company. Except as required by any mandatory provision of the Act, a Special Member, in its capacity as Special Member, shall have no right to vote on, approve or otherwise consent to any action by, or matter relating to, the Company, including the merger, consolidation or conversion of the Company. In order to implement the admission to the Company of each Special Member, each person acting as an Independent Manager pursuant to Section 4.04 shall execute a counterpart to this Agreement. Prior to its admission to the Company as Special Member, each person acting as an Independent Manager pursuant to Section 4.04 shall not be a member of the Company.

ARTICLE VII

COMMON INTEREST

SECTION 7.01. General. (a) The Common Interest is hereby issued to the Member and shall be deemed fully paid and non-assessable. The Common Interest constitutes personal property and shall be freely transferable and assignable in whole but not in part upon registration of such transfer and assignment on the books of the Company in accordance with the procedures established for such purpose by the Managers. Upon registration of the transfer and assignment of the Common Interest on the books of the Company, and without any further action of any Person, the transferee/assignee shall be admitted to the Company as a member of the Company and shall be and become the sole Member of the Company and shall have the rights and powers, and be subject to the restrictions and liabilities, of the Member under this Agreement and the Act, and, immediately following such admission, the transferor/assignor shall cease to be the Member, each as of the date of such registration. Notwithstanding the foregoing, the Common Interest may not be transferred unless the Rating Agency Condition is satisfied. The Common Interest of the Member shall be evidenced by a certificate in the form set forth in Schedule B hereto.

(b) Certificates.

- (i) The Company shall issue one or more certificates in the name of the Member. Each certificate shall be signed by a Manager on behalf of the Company.
- (ii) The Company shall issue a certificate in place of any certificate previously issued if the holder of the Common Interest represented by such certificate, as reflected on the books and records of the Company:
 - (A) makes proof by affidavit, in form and substance satisfactory to the Managers, that such previously issued certificate has been lost, stolen or destroyed;

- (B) requests the issuance of a new certificate before the Managers have notice that such previously issued certificate has been acquired by a purchaser for value in good faith and without notice of an adverse claim;
 - (C) if requested by the Managers, delivers to the Company a bond, in form and substance satisfactory to the Managers, with such surety or sureties as the Managers may direct, to indemnify the Company and the Managers against any claim that may be made on account of the alleged loss, destruction or theft of the previously issued certificate; and
 - (D) satisfies any other reasonable requirements imposed by the Managers.
- (iii) Upon a Member's transfer in accordance with the provisions of this Agreement of the Common Interest represented by a certificate, the transferee of the Common Interest shall deliver such certificate to the Managers for cancellation, and a Manager shall thereupon issue a new certificate to such transferee.

SECTION 7.02. Distributions. The Member shall be entitled to receive, out of the assets of the Company legally available therefor, when, as and if declared by unanimous vote of the Managers, distributions payable in cash in such amounts, if any, as the Managers shall declare. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate Sections 18-607 or 18-804 of the Act or any other applicable law or any Basic Document.

SECTION 7.03. Rights on Liquidation, Dissolution or Winding Up.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the business of the Company is continued in a manner permitted by this Agreement or the Act or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. The resignation or dissolution of the Member or the resignation of any Special Member (whether or not in violation of any provision of this Agreement prohibiting such action) shall not, by itself, constitute a dissolution of the Company.

(b) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(c) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have

been distributed to the Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

(d) Neither the sale of all or substantially all of the property or business of the Company, nor the merger, conversion or consolidation of the Company into or with another company or other entity, shall be deemed to be a dissolution, liquidation or winding up, voluntary or involuntary, for the purpose of this Section 7.03.

(e) The commencement of a Bankruptcy, insolvency, receivership or other similar proceeding by or against the Company shall not result in the dissolution of the Company or in the cessation of the interest of the Member in the Company.

(f) Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company, to the fullest extent permitted by law, the personal representative of such member is hereby authorized to, and shall, within 90 days after the occurrence of the event that terminated the continued membership of such member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company in the Company.

(g) Notwithstanding any other provision of this Agreement, the Bankruptcy of the Member or any Special Member shall not cause the Member or Special Member, respectively, to cease to be a member of the Company, and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

SECTION 7.04. Redemption. The Common Interest shall not be redeemable.

SECTION 7.05. Voting Rights. Subject to Section 4.04, the Member shall have the sole right to vote on all matters as to which members of a limited liability company shall be entitled to vote pursuant to the Act and other applicable law.

ARTICLE VIII

ALLOCATIONS; DISTRIBUTIONS; EXPENSES; TAXES; BOOKS; AND REPORTS

SECTION 8.01. Allocations. Except as may be required by section 704(c) of the Code and Treasury Regulation section 1.704-1(b)(2)(iv)(f)(4), all items of income, gain, loss, deduction and credit of the Company for each Fiscal Year shall be allocated to the Member. Any credit available for federal income tax purposes shall be allocated to the Member in the same manner.

SECTION 8.02. Distributions. All distributions shall be made to the Member from surplus funds. Except as provided in Section 7.02 and Section 8.03, all distributions shall be made in such amounts and at such times as determined by the Managers.

SECTION 8.03. Limitation Upon Distributions. No distribution shall be declared and paid unless, after the distribution is made, no default has occurred and is continuing under the Indenture or any Series of Transition Bonds then outstanding.

SECTION 8.04. Expenses. Except as otherwise provided in this Agreement, and subject to the provisions of the Basic Documents, the Company shall be responsible for all expenses and the allocation thereof including:

(a) all expenses incurred by the Member or its Affiliates in organizing the Company;

(b) all expenses related to the payment of the principal of and interest on and other amounts in respect of the Transition Bonds issued by the Company;

(c) all expenses related to the business of the Company and all administrative expenses of the Company, including any amounts payable under the Administration Agreement and any Servicing Agreement, the maintenance of books and records of the Company and the preparation and dispatch to the Member of checks, financial reports, tax returns and notices required pursuant to this Agreement;

(d) all expenses incurred in connection with any litigation or arbitration involving the Company (including the cost of any investigation and preparation) and the amount of any judgment or settlement paid in connection therewith;

(e) all expenses for indemnity or contribution payable by the Company to any Person;

(f) all expenses incurred in connection with the collection of amounts due to the Company from any Person;

(g) all expenses incurred in connection with the preparation of amendments to this Agreement, any other Basic Documents and any documents required by any of the foregoing;

(h) all expenses incurred in connection with the liquidation, dissolution and winding up of the Company; and

(i) all expenses otherwise allocated in good faith to the Company by the Managers.

SECTION 8.05. Tax Elections. The Managers shall make the following elections on behalf of the Company:

(a) To elect the calendar year as the Company's Fiscal Year;

(b) To elect the accrual method of accounting;

(c) To elect to treat all organization and start-up costs of the Company as deferred expenses amortizable over 60 months under Section 195 of the Code; and

(d) To elect with respect to such other federal, state and local tax matters as the Managers shall agree upon from time to time.

SECTION 8.06. Annual Tax Information. The Managers shall cause the Company to deliver to the Member all information necessary for the preparation of the Member's federal or state income tax return.

SECTION 8.07. Tax Matters Member. The Member shall communicate and negotiate with the Internal Revenue Service on any tax matter on behalf of the Member and the Company.

SECTION 8.08. Maintenance of Books. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of the Member, the Managers and each committee of the Managers. The Fiscal Year shall be the accounting year of the Company.

SECTION 8.09. Reports. Within ninety (90) days following the end of each Fiscal Year during the term of the Company, the Managers shall cause to be furnished to the Member a balance sheet, an income statement and a statement of changes in Member's capital account for, or as of the end of, that Fiscal Year. Such financial statements shall be prepared in accordance with the accounting method selected by the Managers consistently applied (except as therein noted), and shall be accompanied by an audit report from a nationally recognized accounting firm. The Managers also may cause to be prepared or delivered such other reports as they may deem appropriate. The Company shall bear the costs of all such financial statements and reports.

ARTICLE IX

INDEMNIFICATION

SECTION 9.01. Mandatory Indemnification of Member, the Special Members and the Managers. Any Person who was or is a party or is threatened to be made a party to or is involved in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative (hereafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding by reason of the fact that such Person is or was the Member, a Special Member or a Manager, or by reason of the fact that the Member, such Special Member or such Manager is or was serving at the request of the Company as a member, director, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, limited liability company or partnership, joint venture, partnership, trust, sole proprietorship, employee benefit plan or other enterprise, shall be indemnified by the Company, to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide greater or broader indemnification rights than such law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including reasonable attorneys' fees) actually incurred by such Person in connection with such Proceeding except that such

Person shall not be entitled to indemnification for any judgment, penalty, fine, settlement or expense directly caused by such Person's fraud, gross negligence or willful misconduct. It is expressly acknowledged that the indemnification provided in this Article IX could involve indemnification for negligence or under theories of strict liability. Notwithstanding anything herein to the contrary, for so long as any Transition Bonds are outstanding, no payment from funds of the Company (as distinct from funds from other sources, such as insurance) of any indemnity of the Member, Special Member or any Manager under this Article IX shall be payable except in amounts and out of funds available for payment of Company expenses as provided in the Indenture.

SECTION 9.02. Mandatory Advancement of Expenses. Expenses incurred by a Person of the type entitled to be indemnified under Section 9.01 in defending any Proceeding shall be paid or reimbursed by the Company in advance of the final disposition of the Proceeding to the extent that such expenses are Qualified Costs, without any determination as to such Person's ultimate entitlement to indemnification under Section 9.01, upon receipt of a written affirmation by such Person of such Person's good faith belief that such Person has met the standard of conduct necessary for indemnification under this Agreement and a written undertaking by or on behalf of such Person to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company as authorized in Section 9.01 or otherwise. The written undertaking shall be an unlimited general obligation of the Person but need not be secured and shall be accepted without reference to financial ability to make repayment.

SECTION 9.03. Indemnification of Officers, Employees and Agents. The Company shall indemnify and pay and advance expenses to an officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and pay and advance expenses to the Member, any Special Member or any Managers under this Article IX, and the Company shall indemnify and pay and advance expenses to any Person who is or was an officer, employee or agent of the Company and who is or was serving at the request of the Company as a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company or partnership, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against such Person and incurred by such Person in such a capacity or arising out of such Person's status as such to the same extent and subject to the same conditions that the Company may indemnify and pay and advance expenses to the Member or a Special Member or any Manager under this Article IX.

SECTION 9.04. Nonexclusivity of Rights. The indemnification and advancement and payment of expenses provided by this Article IX (i) shall not be deemed exclusive of any other rights to which the Member, a Special Member, a Manager or other Person seeking indemnification may be entitled under any statute, agreement, decision of the Member or disinterested Managers, or otherwise both as to action in such Person's official capacity and as to action in another capacity while holding such office, (ii) shall continue as to any Person who has ceased to serve in the capacity which initially entitled such Person to indemnity and advancement and payment of expenses, and (iii) shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Member, such Special Member, such Manager or other Person.

SECTION 9.05. Contract Rights. The rights granted pursuant to this Article IX shall be deemed to be contract rights, and no amendment, modification or repeal of this Article IX shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

SECTION 9.06. Insurance. The Company may purchase and maintain insurance or other arrangement or both, at its expense, on behalf of itself or any Person who is or was serving as the Member, a Special Member, a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company or partnership, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, against any liability, expense or loss, whether or not the Company would have the power to indemnify such Person against such liability under the provisions of this Article IX.

SECTION 9.07. Savings Clause. If this Article IX or any portion of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless the Member, each Special Member, each Manager or any other Person indemnified pursuant to this Article IX as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the fullest extent permitted by any applicable portion of this Article IX that shall not have been invalidated and to the fullest extent permitted by applicable law.

SECTION 9.08. Other Ventures. It is expressly agreed that the Member, any Special Member, any Manager and any Affiliates, officers, managers, members, or employees of the Member, any Special Member or any Manager, may engage in other business ventures of every nature and description, whether or not in competition with the Company, independently or with others, and the Company shall not have any rights in and to any independent venture or activity or the income or profits derived therefrom.

SECTION 9.09. Other Arrangements Not Excluded. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this Article IX:

(a) does not exclude any other rights to which a Person seeking indemnification or advancement of expenses may be entitled under any agreement, decision of the Member or otherwise, for either an action of the Member, any Special Member or any Manager, officer, employee or agent in the official capacity of such Person or an action in another capacity while holding such position, except that indemnification, unless ordered by a court pursuant to Section 9.05 above, may not be made to or on behalf of the Member, any Special Member or any Manager if a final adjudication established that its acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action; and

(b) continues for a Person who has ceased to be the Member, a Special Member, Manager, officer, employee or agent and inures to the benefit of the successors, heirs, executors and administrators of such a Person.

SECTION 9.10. Survival. The forgoing provisions of this Article IX shall survive any termination of this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

SECTION 10.01. Offset. Whenever the Company is to pay any sum to the Member, any amounts the Member owes the Company may be deducted from such sum before payment.

SECTION 10.02. Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement shall be in writing and shall be given either by depositing such writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering such writing to the recipient in person, by reputable overnight courier, or by facsimile transmission; and a notice, request or consent given under this Agreement shall be effective on receipt by the Person to whom sent or three business days after deposit in the United States mail, registered or certified, postage prepaid and properly addressed. All notices, requests and consents to be sent to the Member shall be sent to or made to 1111 Louisiana Street, Houston, Texas 77002, Attention: Treasurer or such other address as the Member may specify by notice to the Company and the Managers. Any notice, request, or consent to the Company or the Managers must be given to the Managers at the following address: 1111 Louisiana Street, Suite 4655B, Houston, Texas 77002, Attention: Manager. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

SECTION 10.03. Benefits of Agreement; No Third-Party Rights. Subject to Section 10.09, none of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Persons indemnified pursuant to Article IX) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

SECTION 10.04. Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by such Person of its obligations with respect to the Company shall not be a consent or waiver to or of any other breach or default in the performance by such Person of the same or any other obligations of such Person with respect to the Company.

SECTION 10.05. Governing Law; Severability. This Agreement shall be governed by and shall be construed in accordance with the law of the State of Delaware, excluding any conflicts-of-law rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. In the event of a direct conflict between the provisions of this Agreement and any mandatory provision of the Act, then the applicable provision of the Act shall control. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of

this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and such provision shall be enforced to the fullest extent permitted by law.

SECTION 10.06. No Bankruptcy Petition; Dissolution.

(a) To the fullest extent permitted by law, the Member, each Special Member and each Manager hereby covenant and agree (or shall be deemed to have hereby covenanted and agreed) that, prior to the date which is one year and one day after the termination of the Indenture and the payment in full of every Series of Transition Bonds and any other amounts owed under the Indenture, including, without limitation, any amounts owed to third-party credit enhancers or swap or hedge agreement counterparties with respect to the Transition Bonds, it will not acquiesce, petition or otherwise invoke or cause the Company to invoke the process of any court or Governmental Authority for the purpose of commencing or sustaining a case against the Company under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Company or any substantial part of the property of the Company, or ordering the winding up or liquidation of the affairs of the Company; provided, however, that nothing in this Section 10.06 shall constitute a waiver of any right to indemnification, reimbursement or other payment from the Company pursuant to this Agreement. This Section 10.06 is not intended to apply to the filing of a voluntary bankruptcy petition on behalf of the Company which is governed by Section 4.04(b) of this Agreement.

(b) To the fullest extent permitted by law, the Member, each Special Member and each Manager hereby covenants and agrees (or shall be deemed to have hereby covenanted and agreed) that, until the termination of the Indenture and the payment in full of any Series of the Transition Bonds and any other amounts owed under the Indenture, including any amounts owed to third-party credit enhancers or under any swap agreement or hedge agreement, the Member, such Special Member and such Manager will not consent to, or make application for, or institute or maintain any action for, the dissolution of the Company under Section 18-801 or 18-802 of the Act or otherwise.

(c) In the event that the Member, any Special Member or any Manager takes action in violation of this Section 10.06, the Company agrees that it shall file an answer with the court or otherwise properly contest the taking of such action and raise the defense that the Member, the Special Member or Manager, as the case may be, has agreed in writing not to take such action and should be estopped and precluded therefrom and such other defenses, if any, as its counsel advises that it may assert.

(d) The provisions of this Section 10.06 shall survive the termination of this Agreement and the resignation, withdrawal or removal of the Member, any Special Member or any Manager. Nothing herein contained shall preclude participation by the Member, any Special Member or a Manager in assertion or defense of its claims in any such proceeding involving the Company.

SECTION 10.07. Amendment. Subject to Section 4.04(b)(x) hereof, so long as the Rating Agency Condition is satisfied, the Trustee shall have given its prior approval and, in the case of any amendment to Section 4.16, 5.04 or 6.02 or any other amendment that increases

ongoing qualified costs as defined in the applicable Financing Order, the PUCT shall have given its prior written approval or be deemed to have given its prior written approval, this Agreement may be modified, altered, supplemented or amended in writing by the Member; provided further that neither approval of the Trustee nor satisfaction of the Rating Agency Condition shall be necessary if such modification, alteration, supplement or amendment is necessary: (i) to cure any ambiguity or (ii) to correct or supplement any provision in a manner consistent with the intent of this Agreement. With respect to the PUCT's approval of any amendment to Section 4.16, 5.04 or 6.02 or any other amendment that increases ongoing qualified costs specified in a Financing Order,

(a) any Manager may request the approval of the PUCT by delivering to the PUCT's executive director and general counsel a written request for such approval, which request shall contain:

(i) a reference to Docket No. 30485 or to the Docket No. of any proceeding related to the issuance of an additional Series of Transition Bonds and a statement as to the possible effect of the amendment on ongoing qualified costs;

(ii) an Officer's Certificate stating that the proposed amendment has been approved by all necessary parties; and

(iii) a statement identifying the person to whom the PUCT or its staff is to address its approval to the proposed amendment or request additional time;

(b) The PUCT shall, within 30 days of receiving the request for approval complying with Section 10.07(a) above, either

(i) provide notice of its approval or lack of approval to the person specified in Section 10.07(a)(iii) above, or

(ii) be conclusively deemed to have approved the proposed amendment,

unless, within 30 days of receiving the request for approval complying with Section 10.07(a) above, the PUCT or its staff delivers to the office of the person specified in Section 10.07(a)(iii) above a written statement requesting an additional amount of time not to exceed 30 days in which to consider whether to approve the proposed amendment. If the PUCT or its staff requests an extension of time in the manner set forth in the preceding sentence, then the PUCT shall either provide notice of its approval or lack of approval to the person specified in Section 10.07(a)(iii) above no later than the last day of such extension of time or be conclusively deemed to have approved the proposed amendment as of the last day of such extension of time. Following delivery of a notice to the PUCT under Section 10.07(a) above, the Manager making the request (or other Person designated by the Managers) may at any time withdraw from the PUCT further consideration of any notification of a proposed amendment.

(c) Any amendment requiring the consent of the PUCT as provided in this Section 10.07 shall become effective on the later of (i) the date proposed by the parties to such amendment and (ii) the first day after the expiration of the 30 day period provided for in Section 10.07(b), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended.

SECTION 10.08. Headings and Sections. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 10.09. Binding Agreement. Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement constitutes a legal, valid and binding Agreement of the Member, and is enforceable against the Member by the Independent Managers, in accordance with its terms. In addition, the Independent Managers shall be intended beneficiaries of this Agreement.

SECTION 10.10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amended and Restated Limited Liability Company Agreement is hereby executed by the undersigned as of the date first written above.

MEMBER:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

/s/ MARC KILBRIDE

Marc Kilbride
Vice President and Treasurer

Agreed and consented to by the Special
Members and Independent Managers:

/s/ BERNARD J. ANGELO

Bernard J. Angelo

/s/ ANDREW L. STIDD

Andrew L. Stidd

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SCHEDULE A

Schedule of Capital Contributions of Member

COMMON INTEREST

Member	Capital Contribution	Common Interest Percentage
CenterPoint Energy Houston Electric, LLC	\$9,256,000	100%

SCHEDULE B

CERTIFICATE OF COMMON INTEREST

of

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

A Limited Liability Company

Formed under the Laws of the State of Delaware

This Certificate is issued and shall be held subject to the provisions of the Amended and Restated Limited Liability Company Agreement of CenterPoint Energy Transition Bond Company II, LLC, dated as of December 16, 2005, as the same may be amended from time to time.

This Certificate of Common Interest certifies that CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, is the registered holder of the entire Common Interest of the Company, which Common Interest shall be transferable only on the books of the Company by the holder hereof in person or by a duly authorized attorney upon surrender of this Certificate with a proper endorsement.

IN WITNESS WHEREOF, the Company has caused this Certificate to be signed by one of its duly authorized Managers this ____ day of _____.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC

Manager

B-1

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

For Value Received the undersigned hereby sells, assigns and transfers unto _____ the entire Common Interest of the Company represented by the within Certificate and does hereby irrevocably constitute and appoint _____, Attorney, to transfer said Common Interest on the books of the Company with full power of substitution in the premises.

Dated: _____

SCHEDULE C

Managers*

Names

Marc Kilbride
James S. Brian
Gary L. Whitlock

Independent Managers*

Names

Bernard J. Angelo
Andrew L. Stidd

* The Member adopted resolutions on December 14, 2005, appointing James S. Brian and Gary L. Whitlock as additional Managers and upon the closing of the offering and sale of the initial Series of Transition Bonds appointing Bernard J. Angelo and Andrew L. Stidd as Independent Managers.

SCHEDULE D

Initial Officers

Names	Office
-----	-----
Gary L. Whitlock Scott E. Rozzell	President Executive Vice President, General Counsel and Secretary
James S. Brian Walter F. Fitzgerald	Senior Vice President and Chief Accounting Officer Vice President and Controller
Marc Kilbride	Vice President and Treasurer
Rufus S. Scott	Vice President, Deputy General Counsel and Assistant Corporate Secretary
Richard B. Dauphin	Assistant Secretary
Linda Geiger	Assistant Treasurer

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

Issuer

and

WILMINGTON TRUST COMPANY

Trustee

and

DEUTSCHE BANK TRUST COMPANY AMERICAS

Securities Intermediary

INDENTURE

Dated as of December 16, 2005

Securing Transition Bonds

Issuable in Series

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SCHEDULE 2b. STATE LAW SECURITY INTEREST OPINION

SCHEDULE 2c. UCC OPINION

APPENDIX A. MASTER DEFINITIONS

CERTAIN SECTIONS OF THIS INDENTURE RELATING TO SECTIONS 310 THROUGH 318, INCLUSIVE, OF THE TRUST INDENTURE ACT OF 1939:

TRUST INDENTURE ACT SECTION -----	INDENTURE SECTION(S) -----
Section 310(a)(1).....	6.11
Section 310(a)(2).....	6.11
Section 310(a)(3).....	6.10(b)
Section 310(a)(4).....	Not Applicable
Section 310(a)(5).....	6.11
Section 310(b).....	6.08, 6.11
Section 311(a).....	6.12
Section 311(b).....	6.12
Section 311(c).....	Not Applicable
Section 312(a).....	7.01, 7.02
Section 312(b).....	7.02
Section 312(c).....	7.02
Section 313(a).....	7.04
Section 313(b).....	7.04
Section 313(c).....	7.04
Section 313(d).....	7.04
Section 314(a).....	3.09, 7.03
Section 314(b).....	3.07
Section 314(b)(1).....	Not Addressed
Section 314(b)(2).....	3.06
Section 314(c)(1).....	11.01
Section 314(c)(2).....	11.01

TRUST INDENTURE ACT SECTION

INDENTURE SECTION(S)

TRUST INDENTURE ACT SECTION	INDENTURE SECTION(S)
Section 314(c)(3).....	11.02
Section 314(d).....	8.03, 8.04, 9.02
Section 314(e).....	11.01
Section 315(a).....	6.01, 6.02
Section 315(b).....	6.05
Section 315(c).....	6.01
Section 315(d).....	6.01
Section 315(e).....	5.13
Section 316(a).....	5.11, 5.12
Section 316(a)(1)(A).....	5.11
Section 316(a)(1)(B).....	5.12
Section 316(a)(2).....	Not Applicable
Section 316(b).....	5.07
Section 316(c).....	Not Addressed
Section 317(a)(1).....	5.03
Section 317(a)(2).....	5.03
Section 317(b).....	3.03
Section 318(a).....	11.08

NOTE: This reconciliation and tie sheet shall not, for any purpose, be deemed to be a part of the Indenture.

INDENTURE dated as of December 16, 2005, by and among CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company (the "Issuer"), Wilmington Trust Company, a Delaware banking corporation, in its capacity as trustee (the "Trustee"), and Deutsche Bank Trust Company Americas, a New York banking corporation, in its capacity as the Securities Intermediary hereunder, (the "Securities Intermediary").

The Issuer has duly authorized the execution and delivery of this Indenture to provide for one or more Series of Transition Bonds, issuable as provided in this Indenture. Each Series of Transition Bonds will be issued only under a separate Series Supplement to this Indenture, duly executed and delivered by the Issuer and the Trustee. The Issuer is entering into this Indenture, and the Trustee is accepting the trusts created hereby, each for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and each intending to be legally bound hereby.

The Transition Bonds of each Series shall be non-recourse obligations and shall be secured by and payable solely out of the Transition Property and the other Trust Estate securing such Series of Transition Bonds. If and to the extent such Transition Property and the other Trust Estate are insufficient to pay all amounts owing with respect to the Transition Bonds secured thereby, then, except as otherwise expressly provided herein, the Holders shall have no claim in respect of such insufficiency against the Issuer or any other Person, and the Holders, by their acceptance of such Transition Bonds, waive any such claim.

All things necessary to (a) make the Transition Bonds, when executed and duly issued by the Issuer and authenticated and delivered by the Trustee hereunder, valid obligations, and (b) make this Indenture a valid agreement of the Issuer, in each case, in accordance with their respective terms, have been done.

In consideration of the foregoing, the Issuer, the Trustee and the Securities Intermediary agree as follows:

That under one or more Series Supplements, the Issuer will Grant to the Trustee a Lien on and trust interest in the property described therein (such property with respect to a particular Series being the "Series Trust Estate" and all such property, collectively, the "Trust Estate"). Each Series Trust Estate shall secure the obligations of the Issuer as more particularly described in the applicable Series Supplement.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED between the parties hereto that all Transition Bonds are to be issued, countersigned, registered and delivered and the Trust Estate is to be held and applied, subject to the further covenants, conditions, releases, uses and trusts hereinafter set forth, and the Issuer, for itself and any successor, does hereby covenant and agree to and with the Trustee and its successors in said trust, for the benefit of the Holders, as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

SECTION 1.01. DEFINITIONS. Capitalized terms used but not otherwise defined in this Indenture have the respective meanings set forth in Appendix A hereto unless the context otherwise requires.

SECTION 1.02. INCORPORATION BY REFERENCE OF THE TRUST INDENTURE ACT. Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture. Each of the following TIA terms used in this Indenture has the following meaning:

"Commission" means the Securities and Exchange Commission.

"indenture securities" means the Transition Bonds.

"indenture security holder" means a Holder.

"indenture to be qualified" means this Indenture.

"indenture trustee" or "institutional trustee" means the Trustee.

"obligor" on the indenture securities means the Issuer and any other obligor on the indenture securities.

All other TIA terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by Commission rule have the meaning assigned to them by such definitions.

SECTION 1.03. RULES OF CONSTRUCTION.

(i) An accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles as in effect from time to time;

(ii) "including" means including without limitation;

(iii) with respect to terms defined in Appendix A hereto, the meanings shall be equally applicable to both the singular and plural forms of such terms and shall refer to either gender as may be appropriate;

(iv) unless otherwise specified, references herein to Sections or Articles are to Sections or Articles of this Indenture; and

(v) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

ARTICLE II

THE TRANSITION BONDS

SECTION 2.01. FORM. The Transition Bonds and the Trustee's certificate of authentication shall be in substantially the forms set forth in the related Series Supplement, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture or by the related Series Supplement and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the Managers of the Issuer executing such Transition Bonds, as evidenced by their execution of such Transition Bonds. Any portion of the text of any Transition Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Transition Bond. Each Transition Bond shall be dated the date of its authentication.

The Transition Bonds shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the Managers of the Issuer executing such Transition Bonds, as evidenced by their execution of such Transition Bonds.

Each Transition Bond shall bear upon its face the designation so selected for the Series and Tranche, if any, to which it belongs. The terms of all Transition Bonds of the same Series shall be the same, unless such Series is comprised of one or more Tranches, in which case the terms of all Transition Bonds of the same Tranche shall be the same.

Each Transition Bond shall state that the Texas Electric Choice Plan provides that the State of Texas pledges "for the benefit and protection of financing parties and the electric utility, that it will not take or permit any action that would impair the value of the transition property, or except as permitted . . . [through the Transition Charge Adjustment Process] . . . reduce, alter, or impair the transition charges to be imposed, collected, and remitted to financing parties, until the principal, interest, and premium, and any other charges incurred and contracts to be performed in connection with the related transition bonds have been paid and performed in full."

SECTION 2.02. EXECUTION, AUTHENTICATION AND DELIVERY. The Transition Bonds shall be executed on behalf of the Issuer by a Manager. The signature of any such Manager on the Transition Bonds may be manual or facsimile.

Transition Bonds bearing the manual or facsimile signature of individuals who were at any time Managers shall bind the Issuer, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Transition Bonds.

The Trustee hereby appoints Deutsche Bank Trust Company Americas as authenticating agent to authenticate the Transition Bonds whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. The Trustee shall not be liable for any act or any failure of the authenticating agent to perform any duty either

required herein or authorized herein to be performed by such person in accordance with this Indenture.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Transition Bonds executed on behalf of the Issuer to the Trustee pursuant to an Issuer Order for authentication; and the Trustee shall authenticate and deliver such Transition Bonds as in this Indenture provided and not otherwise.

No Transition Bond shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Transition Bond a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual signature of one of its authorized signatories, and such certificate upon any Transition Bond shall be conclusive evidence, and the only evidence, that such Transition Bond has been duly authenticated and delivered hereunder.

If and for so long as any Series of Transition Bonds is listed on the Luxembourg Stock Exchange and the rules and regulations of such exchange so require, a transfer or other agent appointed pursuant to Section 3.02 shall be authorized on behalf of the Trustee to execute and deliver such certificate of authentication.

SECTION 2.03. DENOMINATIONS; TRANSITION BONDS ISSUABLE IN SERIES. The Transition Bonds of each Series shall be issuable as registered Transition Bonds in Authorized Denominations.

The Transition Bonds may, at the election of and as authorized by a Manager and set forth in a Series Supplement, be issued in one or more Series (each of which may be comprised of one or more Tranches), and shall be designated generally as the "Transition Bonds" of the Issuer, with such further particular designations added or incorporated in such title for the Transition Bonds of any particular Series or Tranche as a Manager of the Issuer may determine and as set forth in the Series Supplement therefor.

Each Series of Transition Bonds shall be created by a Series Supplement authorized by a Manager and establishing the terms and provisions of such Series and, if applicable, any Tranches thereof. The several Series and Tranches thereof may differ as between Series and Tranches, in respect of any of the following matters:

(a) designation of the Series and, if applicable, the Tranches thereof;

(b) the aggregate initial principal amount of the Transition Bonds of the Series and, if applicable, each Tranche thereof;

(c) the Bond Rate of the Series and, if applicable, each Tranche thereof or the formula, if any, used to calculate the applicable Bond Rate or Bond Rates for the Series and each Tranche thereof;

(d) the Payment Dates for the Series and, if applicable, each Tranche thereof;

(e) the Expected Final Payment Date of the Series, and, if applicable, each Tranche thereof;

(f) the Series Final Maturity Date for the Series and, if applicable, the Tranche Final Maturity Date for each Tranche thereof;

(g) the Series Issuance Date for the Series;

(h) the Series Trust Estate;

(i) the place or places for payments with respect to the Series and, if applicable, each Tranche thereof;

(j) the Authorized Denominations for the Series and, if applicable, each Tranche thereof;

(k) the provisions, if any, for redemption of the Series by the Issuer and, if applicable, each Tranche thereof;

(l) whether the Transition Bonds of the Series are to be Book-Entry Transition Bonds and the extent to which Section 2.11 will apply;

(m) the Expected Amortization Schedule for the Series and, if applicable, each Tranche thereof;

(n) the Required Capital Amount with respect to the Series;

(o) the Calculation Dates and Adjustment Dates for the Series;

(p) the credit enhancement, if any, applicable to the Series and each Tranche thereof and, with respect to Floating Rate Bonds, the terms of the applicable swap agreement and the identity of the swap counterparty; and

(q) any other terms of the Series or Tranche that are not inconsistent with the provisions of this Indenture and that will not result in any Rating Agency reducing or withdrawing its rating of any Outstanding Series or Tranche of Transition Bonds.

SECTION 2.04. TEMPORARY TRANSITION BONDS. Pending the preparation of definitive Transition Bonds pursuant to Section 2.13, or by agreement of the purchasers of all Transition Bonds or, in the case of Transition Bonds held in a book-entry only system by a Clearing Agency, a Manager on behalf of the Issuer may execute, and upon receipt of an Issuer Order, the Trustee shall authenticate and deliver temporary Transition Bonds which are printed, lithographed, typewritten, mimeographed or otherwise produced of the tenor of the definitive Transition Bonds in lieu of which they are issued and with such variations not inconsistent with the terms of this Indenture as a Manager executing such Transition Bonds may determine, as evidenced by its execution of such Transition Bonds.

If temporary Transition Bonds are issued, the Issuer will cause definitive Transition Bonds to be prepared without unreasonable delay except where temporary Transition Bonds are held by a Clearing Agency. After the preparation of definitive Transition Bonds, the temporary Transition Bonds shall be exchangeable for definitive Transition Bonds upon surrender of the temporary Transition Bonds at the office or agency of the Issuer to be maintained as provided in Section 3.02, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Transition Bonds, a Manager on behalf of the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor a like Series (and, if applicable, Tranche) and initial principal amount of definitive Transition Bonds in Authorized Denominations. Until so exchanged, the temporary Transition Bonds shall in all respects be entitled to the same benefits under this Indenture as definitive Transition Bonds.

SECTION 2.05. REGISTRATION; REGISTRATION OF TRANSFER AND EXCHANGE. The Issuer shall cause to be kept a register (the "Transition Bond Register") in which, subject to such reasonable regulations as it may prescribe, the Transition Bond Registrar shall provide for the registration of Transition Bonds and the registration of transfers of Transition Bonds. Deutsche Bank Trust Company Americas shall be Transition Bond Registrar for the purpose of registering Transition Bonds and transfers of Transition Bonds as herein provided. Upon any resignation of any Transition Bond Registrar, the Issuer shall promptly appoint a successor or, if it elects not to make such an appointment, assume the duties of Transition Bond Registrar.

If a Person other than the Trustee is appointed by the Issuer as Transition Bond Registrar, the Issuer shall give the Trustee and any transfer, paying, or listing agent of the Issuer prompt written notice of the appointment of such Transition Bond Registrar and of the location, and any change in the location, of the Transition Bond Register, and the Trustee and any such agent shall have the right to inspect the Transition Bond Register at all reasonable times and to obtain copies thereof, and the Trustee shall have the right to rely conclusively upon a certificate executed on behalf of the Transition Bond Registrar by a duly authorized officer thereof as to the names and addresses of the Holders of the Transition Bonds and the principal amounts and number of such Transition Bonds.

Upon surrender for registration of transfer of any Transition Bond at the office or agency of the Issuer to be maintained as provided in Section 3.02, a Manager on behalf of the Issuer shall execute, and the Trustee shall authenticate and the Transition Bondholder shall obtain from the Trustee, in the name of the designated transferee or transferees, one or more new Transition Bonds in any Authorized Denominations of a like Series (and, if applicable, Tranche) and aggregate outstanding principal amount.

At the option of the Holder, Transition Bonds may be exchanged for other Transition Bonds of a like Series (and, if applicable, Tranche) and aggregate outstanding principal amount in Authorized Denominations upon surrender of the Transition Bonds to be exchanged at such office or agency. Whenever any Transition Bonds are so surrendered for exchange, a Manager on behalf of the Issuer shall execute, and the Trustee shall authenticate, and the Transition Bondholder shall obtain from the Trustee the Transition Bonds which the Transition Bondholder making the exchange is entitled to receive.

All Transition Bonds issued upon any registration of transfer or exchange of Transition Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Transition Bonds surrendered upon such registration of transfer or exchange.

Every Transition Bond presented or surrendered for registration of transfer or exchange shall be duly endorsed by, or be accompanied by a written instrument of transfer in the form set forth in the applicable Series Supplement or such other form as is satisfactory to the Trustee duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing, with such signature guaranteed by an Eligible Guarantor Institution in the form set forth in such Transition Bond.

No service charge shall be made to a Holder for any registration of transfer or exchange of Transition Bonds (except as may be required by the rules and regulations of the Luxembourg Stock Exchange with respect to any Transition Bonds listed thereon), but, other than in respect of exchanges pursuant to Section 2.04 or 9.05 not involving any transfer, the Issuer or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Transition Bonds.

The preceding provisions of this Section notwithstanding, except to the extent otherwise required by the rules and regulations of the Luxembourg Stock Exchange with respect to any Transition Bonds listed thereon, the Issuer shall not be required to make, and the Transition Bond Registrar need not register, transfers or exchanges of Transition Bonds selected for redemption or transfers or exchanges of any Transition Bond for a period of 15 days preceding the Final Maturity Date with respect to such Transition Bond.

SECTION 2.06. MUTILATED, DESTROYED, LOST OR STOLEN TRANSITION BONDS. If (i) any mutilated Transition Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Transition Bond, and (ii) there is delivered to the Trustee such security or indemnity as may be required by it to hold the Issuer and the Trustee harmless, then, in the absence of written notice to the Issuer, the Transition Bond Registrar or the Trustee that such Transition Bond has been acquired by a bona fide purchaser, a Manager on behalf of the Issuer shall execute, and upon a Manager's written request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Transition Bond, a replacement Transition Bond of like Series (and, if applicable, Tranche), tenor and initial principal amount in Authorized Denominations, bearing a number not contemporaneously outstanding; provided, however, that if any such destroyed, lost or stolen Transition Bond, but not a mutilated Transition Bond, shall have become or within seven days shall be due and payable, or shall have been called for redemption, instead of issuing a replacement Transition Bond, the Issuer may pay such destroyed, lost or stolen Transition Bond when so due or payable or upon the Redemption Date without surrender thereof. If, after the delivery of such replacement Transition Bond or payment of a destroyed, lost or stolen Transition Bond pursuant to the proviso to the preceding sentence, a bona fide purchaser of the original Transition Bond in lieu of which such replacement Transition Bond was issued, or in respect of which such payment was made, presents for payment such original Transition Bond, the Issuer and the Trustee shall be entitled to recover such replacement Transition Bond (or such payment) from the Person to whom it was delivered or any Person

taking such replacement Transition Bond from such Person to whom such replacement Transition Bond was delivered or any assignee of such Person, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Issuer or the Trustee in connection therewith.

Upon the issuance of any replacement Transition Bond under this Section, the Issuer or the Trustee may require the payment by the Holder of such Transition Bond of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Trustee and its counsel) connected therewith.

Every replacement Transition Bond issued pursuant to this Section in replacement of any mutilated, destroyed, lost or stolen Transition Bond shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, destroyed, lost or stolen Transition Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Transition Bonds duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Transition Bonds.

SECTION 2.07. PERSONS DEEMED OWNER. Prior to due presentment for registration of transfer of any Transition Bond, the Issuer, the Trustee, the Transition Bond Registrar and any agent of the Issuer, the Transition Bond Registrar or the Trustee may treat the Person in whose name any Transition Bond is registered (as of the day of determination) as the owner of such Transition Bond for the purpose of receiving payments of Principal of and premium, if any, and Interest on such Transition Bond and for all other purposes whatsoever, whether or not such Transition Bond be overdue, and neither the Issuer, the Trustee, the Transition Bond Registrar nor any agent of the Issuer, the Transition Bond Registrar or the Trustee shall be affected by notice to the contrary.

SECTION 2.08. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST; INTEREST ON OVERDUE PRINCIPAL AND PREMIUM, IF ANY; PRINCIPAL, PREMIUM AND INTEREST RIGHTS PRESERVED.

(a) The Transition Bonds of each Series shall accrue Interest as provided in the related Series Supplement, at the applicable Bond Rate specified therein, and such Interest shall be payable on each Payment Date as specified therein. Any installment of Interest, principal or premium, if any, payable on any Transition Bond which is punctually paid or duly provided for by the Issuer on the applicable Payment Date shall be paid to the Person in whose name such Transition Bond (or one or more Predecessor Transition Bonds) is registered on the Record Date for such Payment Date, by check mailed first-class, postage prepaid, to such Person's address as it appears on the Transition Bond Register on such Record Date, or in such other manner as may be provided in the related Series Supplement, except that (i) upon application to the Trustee by any Holder owning Transition Bonds of any Series or Tranche in the principal amount of \$10,000,000 or more not later than the applicable Record Date payment will be made by wire

transfer to an account maintained and specified by such Holder and (ii) with respect to Book-Entry Transition Bonds, payments will be made by wire transfer in immediately available funds to the account designated by the Holder of the applicable global Transition Bond unless and until such global Transition Bond is exchanged for definitive Transition Bonds (in which event payments shall be made as provided above) and except for the final installment of principal and premium, if any, payable with respect to such Transition Bond on a Payment Date which shall be payable as provided in clause (b) below. The funds represented by any such checks returned undelivered shall be held in accordance with Section 3.03.

(b) The principal of each Transition Bond of each Series (and, if applicable, Tranche) shall be payable in installments on each Payment Date specified in the Expected Amortization Schedule included in the form of Transition Bond attached to the Series Supplement for such Transition Bonds, but only to the extent that moneys are available for such payment pursuant to Section 8.02; provided that installments of principal not paid when scheduled to be paid shall be paid upon receipt of moneys available for such purpose, in the manner set forth in the applicable Expected Amortization Schedule. Failure to pay principal of each Transition Bond of a Series in accordance with such Expected Amortization Schedule because moneys are not available pursuant to Section 8.02 to make such payments shall not constitute a Default or Event of Default under this Indenture with respect to that Series. Notwithstanding the foregoing, the entire unpaid principal amount of the Transition Bonds of any Series or Tranche shall be due and payable, if not previously paid (i) on the Series Final Maturity Date (or, if applicable, Tranche Final Maturity Date) therefor, (ii) on the date on which the Transition Bonds of all Series have been declared immediately due and payable in accordance with Section 5.02 or (iii) on the Redemption Date, if any, therefor. The Trustee shall notify the Person in whose name a Transition Bond is registered at the close of business on the Record Date preceding the Payment Date on which the Issuer expects that the final installment of principal of and premium, if any, and Interest on such Transition Bond will be paid. Such notice shall be mailed no later than five days prior to such Expected Final Payment Date and shall specify that such final installment of principal and premium, if any, will be payable only upon presentation and surrender of such Transition Bond and shall specify the place where such Transition Bond may be presented and surrendered for payment of such installment, which, so long as any Transition Bonds are listed on the Luxembourg Stock Exchange, shall include the office of the paying agent in Luxembourg appointed pursuant to Section 3.02. Notices in connection with redemptions of Transition Bonds shall be mailed to Transition Bondholders as provided in Section 10.03.

(c) If the Issuer defaults in a payment of Interest on the Transition Bonds of any Series, the Issuer shall pay defaulted Interest (plus Interest on such defaulted Interest at the applicable Bond Rate to the extent lawful) in any lawful manner. The Issuer may pay such defaulted Interest to the Persons who are Transition Bondholders on a subsequent special record date, which date shall be at least fifteen Business Days prior to the special payment date. The Issuer shall fix or cause to be fixed any such special record date and payment date, and, at least 10 days before any such special record date, the Issuer shall mail to each affected Transition Bondholder a notice that states the special record date, the payment date and the amount of defaulted Interest to be paid.

SECTION 2.09. CANCELLATION. All Transition Bonds surrendered for payment, registration of transfer, exchange or redemption shall, if surrendered to any Person other than the

Trustee, be delivered to the Trustee and shall be promptly canceled by the Trustee. The Issuer may at any time deliver to the Trustee for cancellation any Transition Bonds previously authenticated and delivered hereunder which the Issuer may have acquired in any manner whatsoever, and all Transition Bonds so delivered shall be promptly canceled by the Trustee. No Transition Bonds shall be authenticated in lieu of or in exchange for any Transition Bonds canceled as provided in this Section, except as expressly permitted by this Indenture. All canceled Transition Bonds may be held or disposed of by the Trustee in accordance with its standard retention or disposal policy as in effect at the time unless the Issuer shall direct by an Issuer Order that they be destroyed or returned to it; provided that such Issuer Order is timely and the Transition Bonds have not been previously disposed of by the Trustee.

SECTION 2.10. AMOUNT; AUTHENTICATION AND DELIVERY OF TRANSITION BONDS. The aggregate principal amount of Transition Bonds that may be authenticated and delivered under this Indenture shall not exceed \$1,851,000.00.

Transition Bonds of each Series created and established by a Series Supplement may from time to time be executed by a Manager on behalf of the Issuer and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Issuer Request and upon delivery to the Trustee at the Issuer's expense of the following; provided, however, that except with respect to items (1), (4)(a)(i) and (4)(a)(vi) below, compliance with the following conditions and delivery of the following documents shall be required only in connection with the original issuance of a Transition Bond or Bonds of such Series:

(1) Issuer Action. An Issuer Order authorizing and directing the execution, authentication and delivery of the Transition Bonds by the Trustee or the authenticating agent and specifying the principal amount of Transition Bonds to be authenticated.

(2) Authorizing Certificate. A certified resolution of the Managers authorizing the execution and delivery of the Series Supplement for the Transition Bonds applied for and the execution, authentication and delivery of such Transition Bonds.

(3) Series Supplement. A Series Supplement in form satisfactory to the Trustee for the Series of Transition Bonds being issued, which shall set forth the provisions and form of the Transition Bonds of such Series (and, if applicable, each Tranche thereof).

(4) Certificates of the Issuer and the Seller.

(a) An Issuer Officer's Certificate dated as of the Series Issuance Date, stating:

(i) that no Default has occurred and is continuing under this Indenture and that the issuance of the Transition Bonds being issued will not result in any Default;

(ii) that the Issuer has not assigned any interest or participation in the Series Trust Estate, except for the Grant contained in the applicable Series Supplement; that the Issuer has the power and authority to Grant the Series Trust Estate, and to Grant a security interest in and a Lien upon the Series Trust Estate,

to the Trustee, free and clear of any other security interest, Liens, adverse claims and options; and that such security interest is a perfected security interest in all right, title and interest in and to the Series Trust Estate free and clear of any Lien, except the Lien of this Indenture;

(iii) that the Issuer has appointed an Independent registered public accounting firm contemplated in Section 8.05 and identifying such firm;

(iv) that attached thereto are duly executed, true and complete copies of the applicable Sale Agreement, Servicing Agreement, Administration Agreement, and Intercreditor Agreement;

(v) that all filings with the PUCT pursuant to the Texas Electric Choice Plan and the Financing Order and all filings required under the Texas Electric Choice Plan and all UCC financing statements with respect to the Series Trust Estate for that Series of Transition Bonds that are required to be filed by the terms of the Financing Order, the Texas Electric Choice Plan, the applicable Sale Agreement, the applicable Servicing Agreement or this Indenture have been filed as required; and

(vi) that all conditions precedent provided in the Basic Documents relating to the authentication and delivery of the Transition Bonds have been complied with.

(b) An Officer's Certificate from the Seller, dated as of the Series Issuance Date, to the effect that:

(i) in the case of the Transition Property to be transferred to the Issuer on such date, immediately prior to the conveyance thereof to the Issuer pursuant to the applicable Sale Agreement, the Seller was the sole owner of the rights and interests under the Financing Order that will comprise the Transition Property upon transfer to the Issuer and such ownership interest was perfected; such Transition Property has been validly transferred and sold to the Issuer free and clear of all Liens (other than Liens created by the Issuer pursuant to this Indenture) and such transfer is absolute, irrevocable and has been perfected; the Seller has the power and authority to own, sell and assign the rights and interests under the Financing Order that will comprise the Transition Property upon transfer to the Issuer; and the Seller has duly authorized such sale and assignment to the Issuer; and

(ii) the Financing Order creating such Transition Property attached to such certificate is in full force and effect and the copy of the Financing Order attached thereto is true and complete.

(5) Issuer Opinion of Counsel. An Issuer Opinion of Counsel, portions of which may be delivered by counsel for the Issuer and portions of which may be delivered by counsel for the Seller and/or the Servicer, dated as of the Series Issuance Date subject to customary

qualifications, acceptable to the Trustee, to the collective effect that (or, in the case of subsections (d), (e) and (f) below, in the form of):

(a) regarding the Financing Order, that (i) such Financing Order is final and non-appealable and in full force and effect and (ii) the Transition Bonds being issued are authorized to be issued under the Financing Order;

(b) regarding the Issuer:

(i) the Issuer has the power and authority to execute and deliver the Series Supplement and this Indenture and to issue the Transition Bonds being issued, each of the Series Supplement and this Indenture and such Transition Bonds have been duly authorized, executed and delivered, and the Issuer is duly organized and is validly existing in good standing under the laws of the jurisdiction of its organization;

(ii) no authorization, approval or consent of any governmental body is required for the valid issuance, authentication or delivery of such Transition Bonds, except for any such authorization, approval or consent as already has been obtained and such registrations as are required under the Blue Sky and securities laws of any State;

(iii) the Transition Bonds being issued, when executed and authenticated in accordance with the provisions of the Indenture and delivered, will constitute valid and binding obligations of the Issuer except as such enforceability may be subject to bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) entitled to the benefits of the Indenture and the related Series Supplement;

(iv) this Indenture (including the related Series Supplement), the applicable Sale Agreement, the applicable Administration Agreement, the applicable Servicing Agreement and any applicable Intercreditor Agreement are valid and binding agreements of the Issuer, enforceable against the Issuer in accordance with their respective terms, except as such enforceability may be subject to bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law);

(c) regarding the Seller, the Servicer, CenterPoint Houston and the Administrator: the applicable Sale Agreement, the applicable Servicing Agreement, any applicable Intercreditor Agreement, and the applicable Administration Agreement are valid and binding agreements of the Seller, the Servicer, CenterPoint Houston and the Administrator, respectively (as to which any such Person is a party), enforceable against the Seller, the Servicer, CenterPoint Houston and the Administrator in accordance with their terms except as such enforceability may be subject to bankruptcy, insolvency,

reorganization or other laws relating to or affecting creditors' rights generally and to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(d) Schedule 2a attached hereto with respect to the sale and transfer of the Transition Property from the Seller to the Issuer;

(e) Schedule 2b attached hereto with respect to the Grant of a security interest under the Texas Electric Choice Plan in such Series Trust Estate to the Trustee for the benefit of the Transition Bondholders;

(f) Schedule 2c attached hereto with respect to the Grant of a security interest under the UCC in such Series Trust Estate to the Trustee for the benefit of the Transition Bondholders;

(g) the Indenture has been duly qualified under the Trust Indenture Act and either (i) the Series Supplement for the Transition Bonds applied for has been duly qualified under the Trust Indenture Act or (ii) no such qualification of such Series Supplement is necessary;

(h) all instruments furnished to the Trustee conform to the requirements of this Indenture and constitute all the documents required to be delivered hereunder for the Trustee to authenticate and deliver the Transition Bonds applied for and all conditions precedent provided for in this Indenture relating to the authentication and delivery of such Transition Bonds (unless waived in writing by the Trustee) have been complied with;

(i) either (A) the registration statement covering the Transition Bonds is effective under the Securities Act of 1933 and, to the best of such counsel's knowledge and information, no stop order suspending the effectiveness of such registration statement has been issued under the Securities Act of 1933 nor have proceedings therefor been instituted by the Commission or (B) the Transition Bonds are exempt from the registration requirements under the Securities Act of 1933;

(j) the applicable Sale Agreement, the applicable Servicing Agreement, and the applicable Administration Agreement have been duly authorized, executed and delivered by the Seller, the Servicer, the Issuer and the Administrator, respectively (as to which any such Person is a party);

(k) any applicable Intercreditor Agreement has been duly authorized, executed and delivered by CenterPoint Houston, the Servicer and the Issuer; and

(l) the Issuer is not now and, following the issuance of the Transition Bonds will not be, required to be registered under the Investment Company Act of 1940, as amended.

(6) Reserved.

(7) Rating Agency Condition. The Trustee shall receive written confirmation from each Rating Agency that such Series of Transition Bonds will be rated as set forth in the applicable Series Supplement.

(8) Bill of Sale. If the issuance of a Series of Transition Bonds is a Financing Issuance, the Bill of Sale delivered to the Issuer under the applicable Sale Agreement with respect to the Transition Property being purchased with the proceeds of such Financing Issuance.

(9) Moneys for Refunding. If the issuance of a Series of Transition Bonds is a Refunding Issuance, the amount of money necessary to pay the outstanding Principal balance of, and premium and Interest on, the Transition Bonds being refunded to the Redemption Date for the Transition Bonds, is to be deposited into a separate account with the Trustee.

(10) Required Capital Amount. Evidence satisfactory to the Trustee that the Required Capital Amount for such Series has been credited to the Capital Subaccount.

SECTION 2.11. BOOK-ENTRY TRANSITION BONDS. Unless otherwise specified in the related Series Supplement, each Series of Transition Bonds, upon original issuance, will be issued in the form of a typewritten Transition Bond or Transition Bonds representing the Book-Entry Transition Bonds, to be delivered to DTC, as the initial Clearing Agency, by, or on behalf of, the Issuer. Such Transition Bond shall initially be registered on the Transition Bond Register in the name of Cede & Co., the nominee of the initial Clearing Agency, and no Transition Bond Owner will receive a definitive Transition Bond representing such Transition Bond Owner's interest in such Transition Bond, except as provided in Section 2.13. Unless and until definitive, fully registered Transition Bonds of any Series (the "Definitive Transition Bonds") replacing the Book-Entry Transition Bonds have been issued to Transition Bondholders of that Series pursuant to Section 2.13 or pursuant to any applicable Series Supplement relating thereto:

(a) the provisions of this Section shall be in full force and effect;

(b) the Transition Bond Registrar and the Trustee shall be entitled to deal with the Clearing Agency for all purposes of this Indenture (including the payment of Principal of and premium, if any, and Interest on the Transition Bonds and the giving of instructions or directions hereunder) as the sole Holder of the Transition Bonds, and shall have no obligation to the Transition Bond Owners;

(c) to the extent that the provisions of this Section conflict with any other provisions of this Indenture, the provisions of this Section shall control;

(d) the rights of Transition Bond Owners shall be exercised only through the Clearing Agency and shall be limited to those established by law and agreements between such Transition Bond Owners and the Clearing Agency or the Clearing Agency Participants. Pursuant to the DTC Agreement, unless and until Definitive Transition Bonds are issued pursuant to Section 2.13, the initial Clearing Agency will make book-entry transfers among the Clearing Agency Participants and receive and transmit payments of Principal of and premium, if any, and Interest on the Transition Bonds to such Clearing Agency Participants; and

(e) whenever this Indenture requires or permits actions to be taken based upon instructions or directions of Holders of Transition Bonds evidencing a specified percentage of the Outstanding Amount of the Transition Bonds or a Series or Tranche thereof, the Clearing Agency shall be deemed to represent such percentage only to the extent that it has received instructions to such effect from Transition Bond Owners or Clearing Agency Participants owning or representing, respectively, such required percentage of the beneficial interest in the Transition Bonds or such Series or Tranche and has delivered such instructions to the Trustee.

SECTION 2.12. NOTICES TO CLEARING AGENCY. Whenever a notice or other communication to the Transition Bondholders is required under this Indenture, unless and until Definitive Transition Bonds shall have been issued to Transition Bond Owners pursuant to Section 2.13 and the applicable Series Supplement, the Trustee, the Servicer and the Paying Agent shall give all such notices and communications specified herein to be given to Transition Bondholders to the Clearing Agency, and shall have no obligation to the Transition Bond Owners.

SECTION 2.13. DEFINITIVE TRANSITION BONDS. If (i) the Clearing Agency or the Issuer advises the Trustee in writing that the Clearing Agency is no longer willing or able to properly discharge its responsibilities as nominee and depository with respect to any Book-Entry Series or Tranche of Transition Bonds and the Issuer is unable to locate a qualified successor, (ii) the Issuer advises the Trustee in writing that it elects to discontinue use of the book-entry-only transfers through the Clearing Agency with respect to any Series or Tranche of Transition Bonds and to deliver certificated Transition Bonds to the Clearing Agency or (iii) after the occurrence of an Event of Default, Transition Bond Owners representing beneficial interests aggregating at least a majority of the Outstanding Amount of the Transition Bonds of all Series maintained as Book-Entry Transition Bonds advise the Issuer and, through the Clearing Agency, the Trustee in writing that the continuation of a book-entry system through the Clearing Agency is no longer in the best interests of the Transition Bond Owners of such Series, then the Trustee shall notify all affected Transition Bond Owners and the Issuer of the occurrence of any such event and of the availability of Definitive Transition Bonds to affected Transition Bond Owners requesting the same. Upon surrender by the Clearing Agency to the Trustee of the typewritten Transition Bond or Transition Bonds representing the Book-Entry Transition Bonds of that Series, accompanied by registration instructions, a Manager on behalf of the Issuer shall execute and the Trustee shall authenticate the Definitive Transition Bonds in accordance with the instructions of the Clearing Agency. None of the Issuer, the Transition Bond Registrar or the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying on, such instructions. Upon the issuance of Definitive Transition Bonds, the Trustee shall recognize the Holders of the Definitive Transition Bonds as Transition Bondholders.

Definitive Transition Bonds will be transferable and exchangeable at the offices of the Transition Bond Registrar or, with respect to any Transition Bonds listed on the Luxembourg Stock Exchange, at the offices of the transfer agent appointed pursuant to the second paragraph of Section 3.02. With respect to any transfer of such listed Transition Bonds, the new Definitive Transition Bonds registered in the names specified by the transferee and the original transferor shall be available at the offices of such transfer agent.

ARTICLE III

COVENANTS

SECTION 3.01. PAYMENT OF PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. The Issuer will duly and punctually pay the Principal of and premium, if any, and Interest on the Transition Bonds in accordance with the terms of the Transition Bonds, this Indenture and the applicable Series Supplement; provided that except on the Series Final Maturity Date, the Tranche Final Maturity Date or the Redemption Date for a Series or Tranche of Transition Bonds or upon the acceleration of the Transition Bonds following the occurrence of an Event of Default, the Issuer shall only be obligated to pay the Principal of such Transition Bonds on each Payment Date therefor to the extent moneys are available for such payment pursuant to Section 8.02. Amounts properly withheld under the Code or other applicable tax laws by any Person from a payment to any Transition Bondholder of Interest or Principal or premium, if any, shall be considered as having been paid by the Issuer to such Transition Bondholder for all purposes of this Indenture.

SECTION 3.02. MAINTENANCE OF OFFICE OR AGENCY. The Issuer will maintain in the Borough of Manhattan, the City of New York or in Wilmington, Delaware, an office or agency where Transition Bonds may be surrendered for registration of transfer or exchange, and where notices and demands to or upon the Issuer in respect of the Transition Bonds and this Indenture may be served. The Issuer hereby initially appoints the Corporate Trust Office of Deutsche Bank Trust Company Americas in the Borough of Manhattan, the City of New York to serve as its agent for the foregoing purposes. The Issuer will give prompt written notice to the Holders and the Trustee of the location, and of any change in the location, of any such office or agency. If at any time the Issuer shall fail to maintain any such office or agency or shall fail to furnish such agent with the address thereof, such surrenders, notices and demands may be made or served at the Corporate Trust Office, and the Issuer hereby appoints Deutsche Bank Trust Company Americas as its agent to receive all such surrenders, notices and demands.

To the extent any of the Transition Bonds are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, (i) the Issuer will maintain in Luxembourg (A) an office and a transfer agent where Transition Bonds may be surrendered for registration of transfer or exchange, (B) an office and a listing agent where notices and demands to or upon the Issuer in respect of the Transition Bonds and this Indenture may be served, and (C) an office and a paying agent where payments in respect of the Transition Bonds may be made and (ii) any reference in this Indenture to the office or agency of the Issuer referred to in this Section 3.02 shall also refer to such offices, and the transfer, listing and paying agents, of the Issuer in Luxembourg, as applicable. The Issuer shall give the Trustee and any other agent appointed under this Section 3.02 written notice of the location and identity, and of any change in the location or identity, of any such office or agency.

SECTION 3.03. MONEY FOR PAYMENTS TO BE HELD IN TRUST. As provided in Section 8.02(a), all payments of Principal of, or premium and Interest on, the Transition Bonds that are to be made from amounts withdrawn from the Collection Account pursuant to Section 8.02(d) or (e) or Section 4.03 shall be made on behalf of the Issuer by the Trustee or by another Paying Agent, and no amounts so withdrawn from the Collection Account for payments

of Transition Bonds shall be paid over to the Issuer except as provided in this Section and in Section 8.02.

The Issuer hereby appoints Deutsche Bank Trust Company Americas as the Paying Agent hereunder and, in connection therewith the Paying Agent agrees that it will (and the Issuer shall cause any other Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee (and during such time as the Trustee acts as Paying Agent, it hereby so agrees that it will)), subject to the provisions of this Section:

(a) hold all sums held by it for the payment of Principal of, or premium or Interest on, the Transition Bonds in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(b) give the Trustee written notice of any Default by the Issuer (or any other obligor upon the Transition Bonds) of which the Paying Agent has actual knowledge in the making of any payment required to be made with respect to the Transition Bonds;

(c) at any time during the continuance of any such Default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent;

(d) immediately resign as a Paying Agent and forthwith pay to the Trustee all sums held by the Paying Agent in trust for the payment of Transition Bonds if at any time the Paying Agent ceases to meet the standards required of Paying Agents at the time of its appointment; and

(e) comply with all requirements of the Code and other applicable tax laws with respect to the withholding from any payments made by it on any Transition Bonds of any applicable withholding taxes imposed thereon and with respect to any applicable reporting requirements in connection therewith.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, by Issuer Order direct any Paying Agent to pay to the Trustee all sums held in trust by such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which the sums were held by such Paying Agent; and upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Subject to applicable laws with respect to escheat of funds, any money held by the Trustee or any Paying Agent in trust for the payment of any amount of Principal of, premium, if any, or Interest on any Transition Bond and remaining unclaimed for two years after such amount has become due and payable shall be discharged from such trust and be paid to the Issuer upon delivery by the Issuer of an Issuer Order; and the Holder of such Transition Bond shall thereafter, as an unsecured general creditor, look only to the Issuer for payment thereof (but only to the extent of the amounts so paid to the Issuer), and all liability of the Trustee or such Paying Agent with respect to such trust money shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Issuer cause to be published once, in a newspaper published in the English

language, customarily published on each Business Day and of general circulation in the City of New York, notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such publication, any unclaimed balance of such money then remaining will be repaid to the Issuer. The Trustee may also adopt and employ, at the expense of the Issuer, any other reasonable means of notification of such repayment (including mailing notice of such repayment to Holders whose Transition Bonds have been called but have not been surrendered for redemption or whose right to or interest in moneys due and payable but not claimed is determinable from the records of the Trustee or of any Paying Agent, at the last address of record for each such Holder).

SECTION 3.04. EXISTENCE. Subject to Section 3.10, the Issuer shall keep in full effect its existence, rights and franchises as a statutory limited liability company under the laws of the State of Delaware (unless it becomes, or any successor Issuer hereunder is or becomes, organized under the laws of any other State or of the United States of America, in which case the Issuer will keep in full effect its existence, rights and franchises under the laws of such other jurisdiction) and will obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Transition Bonds, the Trust Estate and each other instrument or agreement included in the Trust Estate.

SECTION 3.05. PROTECTION OF TRUST ESTATE. The Issuer shall from time to time execute and deliver, and file if required, all such supplements and amendments hereto and all such filings (including filings with the PUCT pursuant to the Texas Electric Choice Plan), financing statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action reasonably necessary to:

(a) maintain and preserve the Grant, Lien and security interest (and the priority thereof) of this Indenture or carry out more effectively the purposes hereof;

(b) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture, including all Series Supplements;

(c) enforce any of the Trust Estate, including its rights under any swap agreement;

(d) preserve and defend title to the Trust Estate and the rights of the Trustee and the Transition Bondholders in the Trust Estate against the claims of all Persons and parties; or

(e) pay any and all taxes levied or assessed upon all or any part of the Trust Estate.

The Issuer hereby authorizes the Trustee to execute upon written direction any filing with the PUCT, financing statement, continuation statement or other instrument required to be filed pursuant to this Section.

SECTION 3.06. OPINIONS AS TO TRUST ESTATE. (a) On or before March 31 in each calendar year, while any Series is outstanding, beginning on March 31, 2006, the Issuer shall furnish to the Trustee an Issuer Opinion of Counsel stating that, in the opinion of such counsel, either (i) all necessary action has been taken with respect to the recording, filing, re-recording and re-filing of this Indenture, any Supplemental Indentures and any other requisite

documents and, with respect to the execution and filing of any filings pursuant to the Texas Electric Choice Plan, the Financing Order or the UCC, financing statements and continuation statements as are necessary to maintain the Lien and security interest, and the first priority thereof, created by this Indenture and reciting the details of such action or (ii) no such action is necessary to maintain such Lien and security interest, and the first priority thereof. Such Issuer Opinion of Counsel shall also describe the recording, filing, re-recording and re-filing of this Indenture, any Supplemental Indentures and any other requisite documents, and the execution and filing of any filings pursuant to the Texas Electric Choice Plan, the Financing Order or the UCC, financing statements and continuation statements that will, in the opinion of such counsel, be required to maintain the Grant, Lien and security interest of this Indenture until March 31 in the following calendar year.

(b) Prior to the effectiveness of any amendment to any Sale Agreement or Servicing Agreement, the Issuer shall furnish to the Trustee an Issuer Opinion of Counsel either (i) stating that, in the opinion of such counsel, all filings, including filings pursuant to the UCC, have been executed and filed that are necessary fully to preserve and protect the interest of the Issuer and the Trustee in the Transition Property and the proceeds thereof, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or (ii) stating that, in the opinion of such counsel, no such action shall be necessary to preserve and protect such interest.

SECTION 3.07. PERFORMANCE OF OBLIGATIONS; COMMISSION FILINGS.

(a) The Issuer (i) shall diligently pursue any and all actions to enforce its rights under the Basic Documents and each other instrument or agreement included in the Trust Estate and (ii) shall not take any action and will use its best efforts not to permit any action to be taken by others that would release any Person from any of such Person's covenants or obligations under any such Basic Document, instrument or agreement or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of, any such Basic Document, instrument or agreement, except, in each case, as expressly provided in such Basic Document or such other instrument or agreement.

(b) The Issuer may contract with other Persons to assist it in performing its duties under this Indenture, and any performance of such duties by a Person identified to the Trustee in an Issuer Officer's Certificate shall be deemed to be action taken by the Issuer. Initially, the Issuer has contracted with the Administrator to assist the Issuer in performing its duties under this Indenture.

(c) The Issuer shall punctually perform and observe all of its obligations and agreements contained in the Basic Documents and in all other instruments and agreements included in the Trust Estate.

(d) The Issuer shall file with the Commission such periodic reports, if any, as are required (without regard to the number of Holders of Bonds to the extent permitted by and consistent with the Issuer's obligations under applicable law) from time to time under Section 13 or Section 15(d) of the Exchange Act so long as any Transition Bonds remain Outstanding, and the Issuer shall not voluntarily suspend or terminate its filing obligations with the Commission.

The Issuer shall also, to the extent permitted by and consistent with the Issuer's obligations under applicable law, post on its website or furnish or file in the periodic reports and other reports to be filed with the Commission pursuant to the Exchange Act, as described below, the following information in respect of each series of Outstanding Transition Bonds to the extent such information is reasonably available to the Issuer:

(i) a statement of Transition Charge remittances to the Trustee (to be included in the Form 10-Q or Form 10-K filed subsequent to the respective report);

(ii) a statement reporting the balance in the Collection Account and the balance in each subaccount of the Collection Account as of the end of each quarter or the most recent date available (to be included in the Form 10-Q or Form 10-K);

(iii) a statement showing the balance of Outstanding Transition Bonds that reflects the actual periodic payments made on the Transition Bonds (to be included in the Form 10-Q or Form 10-K);

(iv) the Semiannual Servicer's Certificate which is required to be submitted pursuant to the applicable Servicing Agreement (to be filed with a Form 10-Q, Form 10-K or Form 8-K);

(v) the text (or a link to the website where a reader can find the text) of each true-up filing in respect of the Outstanding Series of Transition Bonds and the results of each true-up filing (to be included in either a Form 10-Q, Form 10-K or Form 8-K);

(vi) any change in the long-term or short-term credit ratings of the Servicer assigned by the Rating Agencies (to be filed or furnished in a Form 8-K);

(vii) material legislative or regulatory developments directly relevant to the Outstanding Transition Bonds (to be filed or furnished in a Form 8-K); and

(viii) a quarterly statement (to be included in each Form 10-Q and Form 10-K) affirming that, to the Issuer's knowledge, in all material respects, for each materially significant REP, (A) each REP has been billed in compliance with the requirements outlined in the Financing Order; (B) each REP has made payments in compliance with the requirements outlined in the Financing Order; and (C) each REP satisfies the creditworthiness requirements of the Financing Order or describing the Servicer's actions if (A), (B) or (C) has not occurred.

In addition, the Issuer shall, to the extent permitted by and consistent with the Issuer's obligations under applicable law, cause to be posted on the website associated with the Issuer's parent's website:

A. the Final Prospectus for each series of Outstanding Transition Bonds;

B. the Semiannual Servicer's Certificate delivered for each Series of Transition Bonds pursuant to each Servicing Agreement;

C. the periodic reports described above in this subsection (d); and

D. a current organization chart for the Issuer and the Servicer (unless the Servicer is not related to the Issuer, in which case the Servicer shall post two separate organization charts), in each case disclosing the parents and material subsidiaries of the Issuer and the Servicer.

(e) The Issuer shall make all filings required under the Texas Electric Choice Plan relating to the transfer of the ownership or security interest in the Transition Property other than those required to be made by the Seller or any Servicer pursuant to the Basic Documents.

SECTION 3.08. NEGATIVE COVENANTS. So long as any Transition Bonds are Outstanding, the Issuer shall not:

(i) except as expressly permitted by this Indenture, any Supplemental Indenture, any Sale Agreement or any Servicing Agreement, sell, transfer, exchange or otherwise dispose of any of the assets of the Issuer or the Trust Estate, unless directed to do so by the Trustee in accordance with Article V;

(ii) terminate its existence, dissolve or liquidate in whole or in part, except as Section 3.10 permits;

(iii) claim any credit on, or make any deduction from the Principal or premium, if any, or Interest payable in respect of, the Transition Bonds (other than amounts properly withheld from such payments under the Code) or assert any claim against any present or former Transition Bondholder by reason of the payment of taxes levied or assessed upon the Issuer or any part of the Trust Estate;

(iv) (A) permit the validity or effectiveness of this Indenture to be impaired, or permit the Lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Transition Bonds under this Indenture except as may be expressly permitted hereby, (B) permit any Lien (other than the Lien created by this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof or any interest therein or the proceeds thereof or (C) permit the Lien of this Indenture not to constitute a continuing valid first priority security interest in the Trust Estate;

(v) except as contemplated by this Indenture, any Supplemental Indenture, any Sale Agreement, or any Servicing Agreement, enter into any swap, hedge or other similar financial arrangement;

(vi) elect to be classified as an association taxable as a corporation for federal income tax purposes or otherwise take any action, file any tax return or make any election inconsistent with the treatment of the Issuer, for purposes of federal taxes and, to the extent consistent with applicable state tax law, state income and franchise tax purposes, as a disregarded entity that is not separate from the sole owner of the Issuer; or

(vii) take any action that is the subject of a Rating Agency Condition if such action would result in a reduction or withdrawal of the then-current rating on any Outstanding Series or Tranche of Transition Bonds.

SECTION 3.09. ANNUAL STATEMENT AS TO COMPLIANCE. The Issuer will deliver to the Trustee, within 120 days after the end of each fiscal year of the Issuer (which, as of the date hereof, is the calendar year) commencing with the fiscal year 2005, an Issuer Officer's Certificate (a copy of which the Issuer will deliver to each Rating Agency and the PUCT) stating, as to the Manager signing such Issuer Officer's Certificate, that

(i) a review of the activities of the Issuer during such year (or relevant portion thereof) and of performance under this Indenture has been made under such Manager's supervision; and

(ii) to the best of such Manager's knowledge, based on such review, the Issuer has complied with all conditions and covenants under this Indenture throughout such fiscal year (or relevant portion thereof), or, if there has been a default in compliance with any such condition or covenant, describing each such default known to the Manager and the nature and status thereof.

SECTION 3.10. ISSUER MAY CONSOLIDATE, ETC., ONLY ON CERTAIN TERMS. The Issuer shall not consolidate or merge with or into or convert into any other Person or sell substantially all of its assets to any other Person, unless:

(i) the Person (if other than the Issuer) formed by or surviving such consolidation, merger or conversion or to whom substantially all of such assets are sold shall be a Person organized and existing under the laws of the United States of America or any State and shall expressly assume by a Supplemental Indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the due and punctual payment of the Principal of and premium, if any, and Interest on all Outstanding Transition Bonds and the performance or observance of every agreement and covenant of this Indenture on the part of the Issuer to be performed or observed, all as provided herein and in the applicable Series Supplement or Series Supplements;

(ii) the Person (if other than the Issuer) formed by or surviving such consolidation, merger or conversion or to whom substantially all of such assets are sold shall expressly assume all obligations and succeed to all rights of the Issuer under the Basic Documents to which the Issuer is a party (or under which the Issuer has rights) pursuant to an assignment and assumption agreement executed and delivered to the Trustee, in form satisfactory to the Trustee;

(iii) immediately after giving effect to such consolidation, merger, conversion or sale, no Default or Event of Default shall have occurred and be continuing;

(iv) prior notice to the Rating Agencies shall have been provided and the Rating Agency Condition shall have been satisfied with respect to such consolidation, merger, conversion or sale;

(v) the Issuer shall have received an opinion of Independent counsel (and shall have delivered copies thereof to the Trustee) to the effect that such consolidation, merger, conversion or sale (a) will not have any material adverse tax consequence to the Issuer or any Transition Bondholder, (b) complies with this Indenture and all of the conditions precedent herein relating to such transaction and (c) will result in the Trustee maintaining a continuing valid first priority perfected security interest in the Trust Estate;

(vi) none of the Transition Property, any Financing Order or the Issuer's rights under the Texas Electric Choice Plan or the Financing Order shall be impaired thereby; and

(vii) any action as is necessary to maintain the Lien created by this Indenture shall have been taken.

SECTION 3.11. SUCCESSOR OR TRANSFEREE.

(a) Upon any consolidation, merger or conversion of the Issuer in accordance with Section 3.10, the Person formed by or surviving such consolidation, merger or conversion (if other than the Issuer) shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture with the same effect as if such Person had been named as the Issuer herein.

(b) Except for such obligations set forth in Section 6.07, upon any sale by the Issuer of substantially all of its assets in a sale which complies with Section 3.10, immediately upon the delivery of written notice to the Trustee from the Person acquiring such assets stating that the Issuer is to be so released, the Issuer will be released from every covenant and agreement of this Indenture to be observed or performed on the part of the Issuer with respect to the Transition Bonds and from every covenant and agreement of the Basic Documents to be observed or performed on the part of the Issuer.

SECTION 3.12. NO OTHER BUSINESS. The Issuer shall not engage in any business other than purchasing and owning the Transition Property provided for in Financing Orders issued by the PUCT from time to time, issuing Transition Bonds from time to time, pledging its interest in the Trust Estate to the Trustee under this Indenture in order to secure the Issuer's obligations as set forth in the Series Supplements, entering into and performing under the Basic Documents relating to the Transition Bonds and any swap agreement executed in connection therewith, and performing activities that are necessary, suitable or convenient to accomplish these purposes or are incidental thereto.

SECTION 3.13. NO BORROWING. The Issuer shall not issue, incur, assume, guarantee or otherwise become liable, directly or indirectly, for any indebtedness except for the Transition Bonds and any obligations under any credit enhancement or swap agreement for any Series of Transition Bonds and except as contemplated by the Basic Documents.

SECTION 3.14. GUARANTEES, LOANS, ADVANCES AND OTHER LIABILITIES. Except as contemplated by the Basic Documents, the Issuer shall not make any loan or advance or credit to, or guarantee (directly or indirectly or by an instrument having the effect of assuring another's payment or performance on any obligation or capability of so doing or otherwise),

endorse or otherwise become contingently liable, directly or indirectly, in connection with the obligations, stocks or dividends of, or own, purchase, repurchase or acquire (or agree contingently to do so) any stock, obligations, assets or securities of, or any other interest in, or make any capital contribution to, any other Person other than any Eligible Investments.

SECTION 3.15. CAPITAL EXPENDITURES. The Issuer shall not make any expenditure (by long-term or operating lease or otherwise) for capital assets (either realty or personalty) other than Transition Property purchased from the Seller pursuant to, and in accordance with, any Sale Agreement.

SECTION 3.16. RESTRICTED PAYMENTS. The Issuer shall not, directly or indirectly, (i) pay any dividend or make any distribution (by reduction of capital or otherwise), whether in cash, property, securities or a combination thereof, to any owner of a beneficial interest in the Issuer or otherwise with respect to any ownership or equity interest in, or ownership security of, the Issuer, (ii) redeem, purchase, retire or otherwise acquire for value any such ownership or equity interest or security or (iii) set aside or otherwise segregate any amounts for any such purpose; provided, however, that if no Event of Default shall have occurred and be continuing, the Issuer may make, or cause to be made, any such distributions to any owner of a beneficial interest in the Issuer or otherwise with respect to any ownership or equity interest or security in or of the Issuer using funds distributed to the Issuer pursuant to Section 8.02(d) or which are not otherwise subject to the Lien of this Indenture to the extent that such distributions would not cause the book value of the remaining equity in the Issuer to decline below 0.5% of the original principal amount of all Series of Transition Bonds which remain outstanding. The Issuer will not, directly or indirectly, make payments to or distributions from the Collection Account except in accordance with the Basic Documents.

SECTION 3.17. NOTICE OF EVENTS OF DEFAULT. The Issuer agrees to deliver to the Trustee, the PUCT, the Rating Agencies and, to the extent the rules and regulations of the Luxembourg Stock Exchange so require, any agent in Luxembourg appointed pursuant to the second paragraph of Section 3.02 written notice in the form of an Issuer Officer's Certificate of any Default or Event of Default hereunder or under any of the Basic Documents, its status and what action the Issuer is taking or proposes to take with respect thereto within five Business Days after the occurrence thereof.

SECTION 3.18. PURCHASE OF SUBSEQUENT TRANSITION PROPERTY. (a) The Issuer may from time to time purchase or acquire Subsequent Transition Property from the Seller pursuant to a Sale Agreement, subject to the conditions specified in paragraph (b) below.

(b) The Issuer shall be permitted to purchase or acquire from the Seller Subsequent Transition Property and the proceeds thereof only upon the satisfaction of each of the following conditions on or prior to the related Subsequent Transfer Date:

(i) The Seller shall have provided the Issuer, the PUCT, the Trustee and the Rating Agencies with an Addition Notice, which shall be given not later than 10 days prior to the related Subsequent Transfer Date, specifying the Subsequent Transfer Date for such Subsequent Transition Property and the aggregate amount of the Transition Charges related to such Subsequent Transition Property, and shall have provided any

information reasonably requested by any of the foregoing Persons with respect to the Subsequent Transition Property then being conveyed to the Issuer;

(ii) The Texas Electric Choice Plan, such Sale Agreement and the related Financing Order shall be in full force and effect and a filing shall have been made pursuant to Section 39.309(d) of the Texas Electric Choice Plan;

(iii) As of such Subsequent Transfer Date, the Seller will not be insolvent and will not have been made insolvent (within the meaning of the Bankruptcy Code or the Delaware Uniform Fraudulent Transfer Act) by such sale and transfer and the Seller is not aware of any pending insolvency with respect to itself;

(iv) The Rating Agency Condition shall have been satisfied with respect to such sale and transfer;

(v) As of such Subsequent Transfer Date, no material breach by the Seller of its representations, warranties or covenants in such Sale Agreement and no Servicer Default shall exist;

(vi) As of such Subsequent Transfer Date, the Issuer shall have sufficient funds available to pay the purchase price for the Subsequent Transition Property to be sold to it on such date and all conditions to the subsequent issuance of one or more Series of new Transition Bonds intended to provide such funds set forth in Section 2.10 shall have been satisfied or waived;

(vii) The Issuer shall have delivered to the Trustee an Officer's Certificate confirming the satisfaction of each condition precedent specified in this paragraph (b);

(viii) (A) The Issuer shall have delivered to the Rating Agencies (with a copy to the PUCT) any Opinions of Counsel required by the Rating Agencies and (B) the Issuer shall have delivered to the Trustee the Opinion of Counsel required by Section 3.06(b);

(ix) the Seller shall have received and delivered to the Issuer and the Trustee: (i) an opinion of outside tax counsel (as selected by the Seller, and in form and substance reasonably satisfactory to the Issuer and the Trustee) to the effect that the Issuer will not be subject to United States federal income tax as an entity separate from its sole owner and that the Transition Bonds issued in connection with the purchase of such Subsequent Transition Property will be treated as debt of the Issuer's sole owner for United States federal income tax purposes, (ii) an opinion of outside tax counsel (as selected by the Seller, and in form and substance reasonably satisfactory to the Issuer and the Trustee) or, if the Seller so chooses, a ruling from the Internal Revenue Service, in either case to the effect that, for United States federal income tax purposes, the issuance of such Transition Bonds will not result in gross income to the Seller, and (iii) an opinion of outside tax counsel (as selected by the Seller, and in form and substance reasonably satisfactory to the issuer and the Trustee) to the effect that such subsequent issuance will not adversely affect the characterization of any such Transition Bonds then Outstanding as obligations of the Issuer's sole owner. The opinion of outside tax counsel described above may, if the Seller so chooses, be conditioned on the receipt by the Seller of one or more letter

rulings from the Internal Revenue Service and in rendering such opinion outside tax counsel shall be entitled to rely on the rulings contained in such ruling letters and to rely on the representations made, and information supplied, to the Internal Revenue Service in connection with such letter rulings; and

(x) The Seller and the Issuer shall have taken any action required to maintain the first perfected ownership interest of the Issuer in the Subsequent Transition Property and the proceeds thereof, and the Issuer shall have taken any action required to maintain the first priority perfected security interest of the Trustee in the Subsequent Transition Property and the proceeds thereof.

SECTION 3.19. INSPECTION. The Issuer agrees that, on reasonable prior notice, it will permit any representative of the Trustee, during the Issuer's normal business hours, to examine all the books of account, records, reports, and other papers of the Issuer, to make copies and extracts therefrom, to cause such books to be audited annually by an Independent registered public accounting firm, and to discuss the Issuer's affairs, finances and accounts with the Issuer's officers, employees and an Independent registered public accounting firm, all at such reasonable times and as often as may be reasonably requested. The Trustee shall hold and shall cause its representatives to hold, in confidence all such information except to the extent disclosure may be required by law (and all reasonable applications for confidential treatment are unavailing) and except to the extent that the Trustee may reasonably determine that such disclosure is consistent with its obligations hereunder.

SECTION 3.20. SALE AGREEMENT, INTERCREDITOR AGREEMENT, ADMINISTRATION AGREEMENT AND SERVICING AGREEMENT COVENANTS.

(a) The Issuer agrees to take all such lawful actions to enforce its rights under any Sale Agreement, any Intercreditor Agreement, the Administration Agreement and any Servicing Agreement and to compel or secure the performance and observance by the Seller, the Administrator, the Servicer and CenterPoint Houston of each of their respective obligations to the Issuer under or in connection with any Sale Agreement, any Intercreditor Agreement, the Administration Agreement and any Servicing Agreement in accordance with the terms thereof. So long as no Event of Default occurs and is continuing, but subject to Section 3.20(f), the Issuer may exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with any Sale Agreement, any Intercreditor Agreement, the Administration Agreement and any Servicing Agreement; provided that such action shall not adversely affect the interests of the Holders in any material respect.

(b) If an Event of Default occurs and is continuing, the Trustee may, and at the direction (which direction shall be in writing) of the holders of a majority of the Outstanding Amount of Transition Bonds of all Series or Tranches affected thereby shall, exercise all rights, remedies, powers, privileges and claims of the Issuer against the Seller, CenterPoint Houston, the Administrator and the Servicer, as the case may be, under or in connection with the Administration Agreement and the applicable Sale Agreement, Intercreditor Agreement and Servicing Agreement, including the right or power to take any action to compel or secure performance or observance by the Seller, CenterPoint Houston, the Administrator or the Servicer of each of their obligations to the Issuer thereunder and to give any consent, request, notice,

direction, approval, extension or waiver under the Administration Agreement and the applicable Sale Agreement, Intercreditor Agreement and Servicing Agreement, and any right of the Issuer to take such action shall be suspended.

(c) Except as set forth in Section 3.20(e) of this Indenture, with the prior written consent of the Trustee and the consent of the PUCT pursuant to Section 9.07 if the amendment increases ongoing qualified costs as defined in the Financing Order, the Administration Agreement, any Sale Agreement, Intercreditor Agreement (except that any amendment to an Intercreditor Agreement shall not require the consent of the PUCT) and Servicing Agreement may be amended in accordance with the provisions thereof, so long as the Rating Agency Condition is satisfied in connection therewith, at any time and from time to time, without the consent of the Transition Bondholders of the related Series; provided that such amendment shall not adversely affect the interest of any Transition Bondholder of that Series in any material respect.

(d) Except as set forth in Section 3.20(e) of this Indenture, if the Issuer, the Seller, CenterPoint Houston, the Administrator, the Servicer or any other party to the respective agreement proposes to amend, modify, waive, supplement, terminate or surrender, or agree to any amendment, modification, waiver, supplement, termination or surrender of, the terms of any Sale Agreement, Intercreditor Agreement, Administration Agreement, or Servicing Agreement, or waive timely performance or observance by the Seller, CenterPoint Houston, the Administrator or the Servicer under any Sale Agreement, Intercreditor Agreement, Administration Agreement or Servicing Agreement, in each case in such a way as would materially and adversely affect the interests of Transition Bondholders of any Series, the Issuer shall first notify the Rating Agencies of the proposed amendment, modification, waiver, supplement, termination or surrender and, upon receipt of notification regarding whether the Rating Agency Condition has been satisfied, shall notify the Trustee, the Paying Agent, the Securities Intermediary, the Transition Bond Registrar and the PUCT in writing and the Trustee shall notify the Transition Bondholders of such Series of the proposed amendment, modification, waiver, supplement, termination or surrender and whether the Rating Agency Condition has been satisfied with respect thereto. The Trustee shall consent to such proposed amendment, modification, waiver, supplement, termination or surrender only with the prior written consent of the holders of a majority of the Outstanding Amount of Transition Bonds of the Series or Tranches materially and adversely affected thereby and, if the proposed amendment, modification, waiver, supplement, termination or surrender would increase ongoing qualified costs as defined in the Financing Order, the consent of the PUCT pursuant to Section 9.07 other than with respect to any Intercreditor Agreement. If any such amendment, modification, waiver, supplement, termination or surrender shall be so consented to by the Trustee or such Holders, the Issuer agrees to execute and deliver, in its own name and at its own expense, such agreements, instruments, consents and other documents as shall be necessary or appropriate in the circumstances. For so long as any of the Transition Bonds are listed on the Luxembourg Stock Exchange and the rules of that exchange so require, notice of such proposed action will be published by an agent to be appointed by the Issuer in accordance with such rules promptly following its effectiveness.

(e) If the Issuer or the Servicer proposes to amend, modify, waive, supplement, terminate or surrender, or to agree to any amendment, modification, supplement, termination,

waiver or surrender of, the Transition Charge Adjustment Process, the Issuer shall notify the PUCT, the Trustee, the Paying Agent, the Securities Intermediary and the Transition Bond Registrar in writing and the Trustee shall notify the Transition Bondholders of such proposal and the Trustee shall consent thereto only with the consent of the PUCT pursuant to Section 9.07 and the prior written consent of the holders of a majority of the Outstanding Amount of Transition Bonds of the Series or Tranches materially and adversely affected thereby and only if the Rating Agency Condition has been satisfied with respect thereto.

(f) Promptly following a default by the Seller under any Sale Agreement, by the Administrator under the Administration Agreement, by CenterPoint Houston or any successor to CenterPoint Houston under any Intercreditor Agreement, or the occurrence of a Servicer Default under any Servicing Agreement, and at the Issuer's expense, the Issuer agrees to take all such lawful actions as the Trustee may request to compel or secure the performance and observance by each of the Seller, CenterPoint Houston, the Administrator or the Servicer of their obligations under and in accordance with that Sale Agreement, Administration Agreement, Intercreditor Agreement or Servicing Agreement, as the case may be, in accordance with the terms thereof, and to exercise any and all rights, remedies, powers and privileges lawfully available to the Issuer under or in connection with such agreements to the extent and in the manner directed by the Trustee, including the transmission of notices of any default by the Seller, CenterPoint Houston, the Administrator or the Servicer, respectively, thereunder and the institution of legal or administrative actions or Proceedings to compel or secure performance of their obligations under that Sale Agreement, Administration Agreement, Intercreditor Agreement or Servicing Agreement, as applicable.

(g) If the Issuer shall have knowledge of the occurrence of a Servicer Default under any Servicing Agreement, the Issuer shall (i) promptly give written notice thereof to the Trustee, the PUCT, the Paying Agent, the Securities Intermediary, the Transition Bond Registrar and the Rating Agencies, (ii) specify in such notice the action, if any, the Issuer is taking with respect to such default and (iii) take such reasonable steps as are available to it to remedy such defaults or shall take such actions as shall have been directed by the Trustee, as the case may be, provided that, notwithstanding the foregoing, the Issuer shall not take any action to terminate the Servicer's rights and powers under that Servicing Agreement unless a Servicer Default shall have occurred and be continuing, and the Trustee shall not direct the Issuer to take such action unless a Servicer Default shall have occurred and be continuing.

(h) As promptly as possible after the giving of notice of termination to the Servicer, the PUCT and the Rating Agencies of the Servicer's rights and powers pursuant to that Servicing Agreement, the Trustee upon the written direction of the majority of the Outstanding Amount of Transition Bonds of the related Series and subject to the provisions of the related Intercreditor Agreement shall appoint a successor Servicer (the "Successor Servicer"), and such Successor Servicer shall accept its appointment by a written assumption in a form acceptable to the Issuer and the Trustee. A person shall qualify as a Successor Servicer only if such Person satisfies the requirements set forth in that Servicing Agreement. If within 30 days after the delivery of the notice referred to above, a Successor Servicer shall not have been appointed and accepted its appointment as such, the Trustee may petition the PUCT or a court of competent jurisdiction to appoint a Successor Servicer. In connection with any such appointment, the Issuer may make such arrangements for the compensation of such Successor Servicer as it and such Successor

Servicer shall agree, subject to the limitations set forth below and in that Servicing Agreement, and in accordance with that Servicing Agreement, the Issuer shall enter into an agreement with such Successor Servicer for the servicing of the Transition Property related to that Series (such agreement to be in form and substance satisfactory to the Trustee).

(i) Upon termination of the Servicer's rights and powers pursuant to any Servicing Agreement, the Trustee shall promptly notify the Issuer, the PUCT, the Transition Bondholders of the related Series and the Rating Agencies in writing of such termination. As soon as a Successor Servicer is appointed, the Issuer shall notify the Trustee, the PUCT, the Transition Bondholders of the related Series, the Paying Agent, the Securities Intermediary, the Transition Bond Registrar and the Rating Agencies of such appointment, specifying in such notice the name and address of such Successor Servicer.

SECTION 3.21. TAXES. So long as any of the Transition Bonds are outstanding, the Issuer shall pay all taxes, assessments and governmental charges imposed upon it or any of its properties or assets or with respect to any of its franchises, business, income or property before any penalty accrues thereon if the failure to pay any such taxes, assessments and governmental charges would, after any applicable grace periods, notices or other similar requirements, result in a Lien on the Trust Estate.

ARTICLE IV

SATISFACTION AND DISCHARGE; DEFEASANCE

SECTION 4.01. SATISFACTION AND DISCHARGE OF INDENTURE; DEFEASANCE.

(a) The Transition Bonds of any Series, all moneys payable with respect thereto and this Indenture as it applies to such Series shall cease to be of further effect and the Lien hereunder shall be released with respect to such Series, Interest shall cease to accrue on the Transition Bonds of such Series and the Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture with respect to the Transition Bonds of such Series, when

(A) either

(1) all Transition Bonds of such Series theretofore authenticated and delivered (other than (i) Transition Bonds that have been destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.06 and (ii) Transition Bonds for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 3.03) have been delivered to the Trustee for cancellation; or

(2) the Issuer has irrevocably deposited or caused to be irrevocably deposited with the Trustee cash, in trust for such purpose, in an amount sufficient to make payments of Principal of and, premium, if

any, and Interest on the Transition Bonds of such Series and to pay and discharge the entire indebtedness on such Transition Bonds not theretofore delivered to the Trustee;

(B) the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer with respect to such Series; and

(C) the Issuer has delivered to the Trustee an Issuer Officer's Certificate, an Issuer Opinion of Counsel and (if required by the TIA or the Trustee) an Independent Certificate from an Independent registered public accounting firm, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to Transition Bonds of such Series have been complied with.

(b) Subject to Sections 4.01(c) and 4.02, the Issuer at any time may terminate (i) all its obligations under this Indenture with respect to the Transition Bonds of any Series ("Legal Defeasance Option") or (ii) its obligations under Sections 3.05, 3.06 (other than with respect to the Defeasance Subaccounts and all funds and U.S. Government Obligations therein), 3.07(a), (b) and (c), 3.08, 3.10, 3.16 and 3.19 and the operation of Section 5.01(iv) (other than with respect to the Defeasance Subaccount and U.S. Government Obligations therein) ("Covenant Defeasance Option") with respect to any Series of Transition Bonds. The Issuer may exercise the Legal Defeasance Option with respect to any Series of Transition Bonds notwithstanding its prior exercise of the Covenant Defeasance Option with respect to such Series.

If the Issuer exercises the Legal Defeasance Option with respect to any Series, the maturity of the Transition Bonds of such Series may not be (a) accelerated because of an Event of Default or (b) except as provided in Section 4.02, redeemed. If the Issuer exercises the Covenant Defeasance Option with respect to any Series, the maturity of the Transition Bonds of such Series may not be accelerated because of an Event of Default specified in Section 5.01(iv).

Upon satisfaction of the conditions set forth herein to the exercise of the Legal Defeasance Option or the Covenant Defeasance Option with respect to any Series of Transition Bonds, the Trustee, on written demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of the obligations that are terminated pursuant to such exercise.

(c) Notwithstanding Sections 4.01(a) and (b) above, (i) rights of registration of transfer and exchange, (ii) rights of substitution of mutilated, destroyed, lost or stolen Transition Bonds, (iii) rights of Transition Bondholders to receive payments of Principal, premium, if any, and Interest, but only from the amounts deposited with the Trustee for such payments, (iv) Sections 4.03 and 4.04, (v) the rights, obligations and immunities of the Trustee hereunder (including the rights of the Trustee under Section 6.07 and the obligations of the Trustee under Section 4.03) and (vi) the rights of Transition Bondholders under this Indenture with respect to the property deposited with the Trustee payable to all or any of them, shall survive until the Transition Bonds of the Series as to which this Indenture or certain obligations hereunder have been satisfied and discharged pursuant to Section 4.01(a) or 4.01(b) and have been paid in full. Thereafter, the obligations in Sections 6.07 and 4.04 with respect to such Series shall survive.

SECTION 4.02. CONDITIONS TO DEFEASANCE. The Issuer may exercise the Legal Defeasance Option or the Covenant Defeasance Option with respect to any Series of Transition Bonds only if:

(a) the Issuer irrevocably deposits or causes to be deposited in trust with the Trustee cash or U.S. Government Obligations for the payment of Principal of and premium, if any, and Interest on such Series of Transition Bonds to the Expected Payment Date or Redemption Date therefor, as applicable, and all other amounts due and payable hereunder, such deposit to be made in the Defeasance Subaccount for such Series of Transition Bonds;

(b) the deposit in the Defeasance Subaccount pursuant to subsection (a) of this Section 4.02 constitutes proceeds from a refunding of the Transition Bonds;

(c) the Issuer delivers to the Trustee a certificate from a nationally recognized Independent registered public accounting firm expressing its opinion that the payments of Principal and Interest when due and without reinvestment on the deposited U.S. Government Obligations plus any deposited cash without investment will provide cash at such times and in such amounts (but, in the case of the Legal Defeasance Option only, not more than such amounts) as will be sufficient to pay in respect of the Transition Bonds of such Series (i) subject to clause (ii), Principal in accordance with the Expected Amortization Schedule therefor, (ii) if such Series is to be redeemed, the redemption price therefor on the Redemption Date therefor and (iii) Interest when due;

(d) in the case of the Legal Defeasance Option, the expiration of 95 days after the deposit is made and during such 95-day period no Default specified in Section 5.01(v) or (vi) shall have occurred and be continuing at the end of the period; provided, however, that in determining whether a default under Section 5.01(v) has occurred, the requirement that the decree or order shall remain unstayed and in effect for 90 days shall be disregarded;

(e) no Default has occurred and is continuing on the day of such deposit and after giving effect thereto;

(f) in the case of the Legal Defeasance Option, the Issuer delivers to the Trustee an Issuer Opinion of Counsel stating that (i) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling, or (ii) since the date of execution of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the Holders of the Transition Bonds of such Series will not recognize income, gain or loss for federal income tax purposes as a result of the exercise of such Legal Defeasance Option and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(g) in the case of the Covenant Defeasance Option, the Issuer delivers to the Trustee an Issuer Opinion of Counsel to the effect that the Holders of the Transition Bonds of such Series will not recognize income, gain or loss for federal income tax purposes as a result of the exercise of such Covenant Defeasance Option and will be subject to federal income tax on the same

amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(h) the Issuer delivers to the Trustee an Issuer Officer's Certificate and an Issuer Opinion of Counsel, each stating that all conditions precedent to the satisfaction and discharge of the Transition Bonds of such Series to the extent contemplated by this Article IV have been complied with;

(i) the Issuer delivers to the Trustee an Opinion of Counsel to the effect that (i) in a case under the Bankruptcy Code in which CenterPoint Houston (or any of its Affiliates, other than the Issuer) is the debtor, the court would hold that the deposited cash or U.S. government obligations would not be in the bankruptcy estate of CenterPoint Houston (or any of its Affiliates, other than the Issuer, that deposited the cash or U.S. government obligations); and (ii) in the event CenterPoint Houston (or any of its Affiliates, other than the Issuer, that deposited the cash or U.S. government obligations), were to be a debtor in a case under the Bankruptcy Code, the court would not disregard the separate legal existence of CenterPoint Houston (or any of its Affiliates, other than the Issuer, that deposited the cash or U.S. government obligations) and the Issuer so as to order substantive consolidation under the Bankruptcy Code of the Issuer's assets and liabilities with the assets and liabilities of CenterPoint Houston (or any of its Affiliates, other than the Issuer, that deposited the cash or U.S. government obligations), and

(j) the Rating Agency Condition shall have been satisfied with respect to the exercise of any Legal Defeasance Option or Covenant Defeasance Option.

Notwithstanding any other provision of this Section 4.02 to the contrary, no delivery of cash or U.S. Government Obligations to the Trustee under this Section shall terminate any obligations of the Issuer under this Indenture with respect to any Transition Bonds which are to be redeemed prior to the Expected Final Payment Date therefor until such Transition Bonds shall have been irrevocably called or designated for redemption on a date thereafter on which such Transition Bonds may be redeemed in accordance with the provisions of this Indenture and proper notice of such redemption shall have been given in accordance with the provisions of this Indenture or the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable written instructions to give, in the manner and at the times prescribed herein, notice of redemption of such Series.

SECTION 4.03. APPLICATION OF TRUST MONEY. All moneys or U.S. Government Obligations deposited with the Trustee pursuant to Section 4.01 or 4.02 hereof with respect to any Series of Transition Bonds shall be held in trust in the Defeasance Subaccount for such Series and applied by it, in accordance with the provisions of the Transition Bonds and this Indenture, to the payment, either directly or through any Paying Agent, as the Trustee may determine, to the Holders of the particular Transition Bonds for the payment or redemption of which such moneys have been deposited with the Trustee, of all sums due and to become due thereon for Principal, premium, if any, and Interest. Such moneys shall be segregated and held apart solely for paying such Transition Bonds and such Transition Bonds shall not be entitled to any amounts on deposit in the Collection Account other than amounts on deposit in the Defeasance Subaccount for such Transition Bonds.

SECTION 4.04. REPAYMENT OF MONEYS HELD BY PAYING AGENT. In connection with the satisfaction and discharge of this Indenture or the Covenant Defeasance Option or Legal Defeasance Option with respect to the Transition Bonds of any Series, all moneys then held by any Paying Agent other than the Trustee under the provisions of this Indenture or any Intercreditor Agreement with respect to such Transition Bonds shall, upon written demand of the Issuer, be paid to the Trustee to be held and applied according to Section 3.03 and thereupon such Paying Agent shall be released from all further liability with respect to such moneys.

ARTICLE V

REMEDIES

SECTION 5.01. EVENTS OF DEFAULT. "Event of Default" with respect to any Series, wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(i) default in the payment of any Interest on any Transition Bond of such Series when the same becomes due and payable and the continuation of such default for five Business Days;

(ii) default in the payment of the then unpaid Principal of any Transition Bond of such Series on the Series Final Maturity Date for such Series or, if applicable, any Tranche of such Series on the Tranche Final Maturity Date for such Tranche;

(iii) default in the payment of the redemption price for any Transition Bond on the Redemption Date therefor;

(iv) default in the observance or performance of any covenant or agreement of the Issuer made in this Indenture (other than a covenant or agreement, a default in the observance or performance of which is specifically dealt with in clause (i), (ii) or (iii) above), any covenant or agreement of the Issuer made in any interest rate swap agreement, hedge agreement or credit enhancement agreement permitted under Section 3.13 hereof and any Series Supplement, or any representation or warranty of the Issuer made herein or therein or in any certificate or other writing delivered pursuant hereto or in connection herewith proving to have been incorrect in any material respect as of the time when made (other than a covenant, agreement or representation or warranty expressly included herein or in a Series Supplement solely for the benefit of a different Series of Transition Bonds), and any such default shall continue or not be cured, for a period of 30 days after the earlier of (A) there shall have been given, by registered or certified mail, to the Issuer by the Trustee or to the Issuer and the Trustee by the Holders of at least 25% of the Outstanding Amount of Transition Bonds of such Series, a written notice specifying such default or incorrect representation or warranty and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder or (B) the date the Issuer has knowledge of the default;

(v) the filing of a decree or order for relief by a court having jurisdiction in respect of the Issuer or any substantial part of the Trust Estate securing such Series in an involuntary case or Proceeding under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Issuer or its property or for any substantial part of the Series Trust Estate securing such Series, or ordering the winding-up or liquidation of the Issuer's affairs, and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days;

(vi) the commencement by the Issuer of a voluntary case or Proceeding under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by the Issuer to the entry of an order for relief in an involuntary case under any such law, or the consent by the Issuer to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official of the Issuer or for any substantial part of the Series Trust Estate securing such Series, or the making by the Issuer of any general assignment for the benefit of creditors, or the failure by the Issuer generally to pay its debts as such debts become due, or the taking of action by the Issuer in furtherance of any of the foregoing;

(vii) any act or failure to act by the State of Texas or any of its agencies (including the PUCT), officers or employees that violates or is not in accordance with the pledge of the State of Texas in Section 39.310 of the Texas Electric Choice Plan, including the failure of the PUCT to implement the statutorily guaranteed true-up mechanism in accordance with the Financing Order; or

(viii) any other event designated as an Event of Default in the related Series Supplement.

SECTION 5.02. ACCELERATION OF MATURITY; RESCISSION AND ANNULMENT. If an Event of Default other than an Event of Default under Section 5.01(vii) occurs and is continuing, then and in every such case either the Trustee or the Holders holding not less than a majority of the Outstanding Amount of Transition Bonds of the Series with respect to which an Event of Default has occurred, voting as a class, may, but need not, declare all the Transition Bonds of such Series to be immediately due and payable, by a notice in writing to the Issuer (and to the Trustee if given by Transition Bondholders), and upon any such declaration the unpaid principal amount of the Transition Bonds of such Series, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article V provided, the Holders holding not less than a majority of the Outstanding Amount of Transition Bonds of such Series, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences if:

(i) the Issuer has paid or deposited with the Trustee, for deposit in the General Subaccount of the Collection Account of such Series, a sum sufficient to pay

(A) all payments of Principal of and premium, if any, and Interest on all Transition Bonds of such Series due and owing at such time as if such Event of Default had not occurred and was not continuing and all other amounts that would then be due hereunder or upon such Transition Bonds as if the Event of Default giving rise to such acceleration had not occurred and was not continuing; and

(B) all sums paid or advanced by the Trustee hereunder with respect to such Series and the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel with respect to such Series; and

(ii) all Events of Default other than the nonpayment of the Principal of the Transition Bonds of the Series that has become due solely by such acceleration have been cured or waived as provided in Section 5.12.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

SECTION 5.03. COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY TRUSTEE.

(a) The Issuer covenants that if (i) Default is made in the payment of any Interest on any Transition Bond when such Interest becomes due and payable and such Default continues for five Business Days, (ii) Default is made in the payment of the then unpaid Principal of any Transition Bond on the Series Final Maturity Date or Tranche Final Maturity Date, as applicable, therefor, or (iii) Default is made in the payment of the redemption price for any Transition Bond on the Redemption Date therefor, the Issuer shall, upon demand of the Trustee, pay to it, for the benefit of the Holders of the Transition Bonds of such Series, such amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel and the whole amount then due and payable on such Transition Bonds for Principal, premium, if any, and Interest, with interest upon the overdue Principal and premium, if any, and, to the extent payment at such rate of interest shall be legally enforceable, upon overdue installments of Interest, at the respective Bond Rate of such Series or the applicable Tranche of such Series.

(b) In case the Issuer shall fail forthwith to pay the amounts specified in clause (a) above upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or other obligor upon such Transition Bonds and collect in the manner provided by law out of the Series Trust Estate and the proceeds thereof, the whole amount then due and payable on the Transition Bonds of such Series for Principal, premium, if any, and Interest, with interest upon the overdue principal and premium, if any, and, to the extent payment at such rate of interest shall be legally enforceable, upon overdue installments of interest, at the respective rate borne by the Transition Bonds of such Series or the applicable Tranche of such Series and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee and its agents and counsel.

(c) If an Event of Default other than the Event of Default described in Section 5.01(vii) occurs and is continuing, the Trustee may, as more particularly provided in Section 5.04, proceed to protect and enforce its rights and the rights of the Transition Bondholders of all materially and adversely affected Series by such appropriate Proceedings as the Trustee shall deem most effective to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Trustee by this Indenture or by law, including foreclosing or otherwise enforcing the Lien on the Series Trust Estate securing those Series of Transition Bonds or applying to the PUCT or a court of competent jurisdiction for sequestration of revenues arising with respect to such Transition Property.

(d) In case there shall be pending, relative to the Issuer or any other obligor upon any Series of Transition Bonds or any Person having or claiming an ownership interest in the Series Trust Estate securing that Series, Proceedings under Title 11 of the United States Code or any other applicable federal or State bankruptcy, insolvency or other similar law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer or its property or such other obligor or Person, or in case of any other comparable judicial Proceedings relative to the Issuer or other obligor upon that Series of Transition Bonds, or to the creditors or property of the Issuer or such other obligor, the Trustee, irrespective of whether the principal of that Series of Transition Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section, shall be entitled and empowered to the extent permitted by applicable law, by intervention in such Proceedings or otherwise:

(i) to file and prove a claim or claims for the whole amount of Principal, premium, if any, and Interest owing and unpaid in respect of the Transition Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee and each predecessor Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of negligence or bad faith) and of the Transition Bondholders allowed in such Proceedings;

(ii) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of Transition Bonds in any election of a trustee, a standby trustee or Person performing similar functions in any such Proceedings;

(iii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute all amounts received with respect to the claims of the Transition Bondholders and of the Trustee on their behalf;

(iv) to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee or the Holders of Transition Bonds allowed in any judicial Proceedings relative to the Issuer, its creditors and its property; and

(v) to participate as a member, voting or otherwise, of any official committee of creditors appointed in such matter,

and any trustee, receiver, liquidator, custodian or other similar official in any such Proceeding is hereby authorized by each of such Transition Bondholders to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to such Transition Bondholders, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, each predecessor Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee except as a result of negligence or bad faith.

(e) Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Transition Bondholder any plan of reorganization, arrangement, adjustment or composition affecting the Transition Bonds or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Transition Bondholder in any such Proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person.

(f) All rights of action and of asserting claims under this Indenture, or under any Series of Transition Bonds, may be enforced by the Trustee without the possession of any of those Transition Bonds or the production thereof in any trial or other Proceedings relative thereto, and any such action or Proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment, subject to the payment of the expenses, disbursements and compensation of the Trustee, each predecessor Trustee and their respective agents and attorneys, shall be for the ratable benefit of the Holders of those Transition Bonds.

(g) In any Proceedings brought by the Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party), the Trustee shall be held to represent all the Holders of the Transition Bonds, and it shall not be necessary to make any Transition Bondholder a party to any such Proceedings.

SECTION 5.04. REMEDIES; PRIORITIES. (a) If an Event of Default other than the Event of Default described in Section 5.01(vii) occurs and is continuing, the Trustee shall do one or more of the following at the written direction of the holders of a majority of the Outstanding Amount of Transition Bonds of such Series or Tranche affected thereby or may do one or more of the following in reliance upon Sections 6.01 and 6.02 of this Indenture (subject, in either event, to Section 5.05):

(i) institute Proceedings in its own name and as trustee of an express trust for the collection of all amounts then payable on the Transition Bonds or under this Indenture with respect thereto, whether by declaration or otherwise, enforce any judgment obtained and collect from the Issuer or the Servicer moneys adjudged due;

(ii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Series Trust Estate securing such Series;

(iii) exercise any remedies of a secured party under the UCC or Section 39.309(f) of the Texas Electric Choice Plan or any other applicable law and take any other appropriate action to protect and enforce the rights and remedies of the Trustee and the Holders of the Transition Bonds of such Series;

(iv) sell the Series Trust Estate securing such Series or any portion thereof or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by law; and

(v) exercise all rights, remedies, powers, privileges and claims of the Issuer against the Seller, the Administrator, CenterPoint Houston and the Servicer under or in connection with, and pursuant to the terms of, the Administration Agreement or any applicable Sale Agreement, Intercreditor Agreement or Servicing Agreement or against any swap counterparty under or in connection with, and pursuant to the terms of, any applicable swap agreement;

provided, however, that the Trustee may not sell or otherwise liquidate any portion of the Series Trust Estate securing such Series following an Event of Default, other than an Event of Default described in Section 5.01(i), (ii) or (iii), with respect to such Series unless (A) the Holders of 100% of the Outstanding Amount of the Transition Bonds of all Series consent thereto, (B) the proceeds of such sale or liquidation distributable to the Transition Bondholders of such Series are sufficient to discharge in full all amounts then due and unpaid upon such Transition Bonds for Principal, premium, if any, and Interest on all Outstanding Transition Bonds or (C) the Trustee determines that the Series Trust Estate securing such Series will not continue to provide sufficient funds for all payments on the Transition Bonds of such Series as they would have become due if the Transition Bonds had not been declared due and payable, and the Trustee obtains the written consent of Holders of 66-2/3% of the Outstanding Amount of the Transition Bonds of such Series. In determining such sufficiency or insufficiency with respect to clause (B) and (C), the Trustee may, but need not, obtain and conclusively rely upon an opinion of an Independent investment banking firm or Independent registered public accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Series Trust Estate for such purpose.

If an Event of Default occurs and is continuing, the amounts on deposit in the Collection Account shall continue to be distributed in accordance with Sections 8.02(d) and (e) (including the last paragraph of Section 8.02(e), upon acceleration in accordance with Section 5.02).

(b) If an Event of Default under Section 5.01(vii) occurs and is continuing, the Trustee, for the benefit of the Transition Bondholders, shall be entitled and empowered to the extent permitted by applicable law to institute or participate in Proceedings reasonably necessary to compel performance of or to enforce the pledge of the State of Texas in Section 39.310 of the Texas Electric Choice Plan and to collect any monetary damages incurred by the Transition Bondholders or the Trustee as a result of any such Event of Default, and may prosecute any such Proceeding to final judgment or decree. Such remedy shall be the only remedy that the Trustee may exercise if the only Event of Default that has occurred and is continuing is an Event of Default under Section 5.01(vii).

(c) If the Trustee collects any money pursuant to this Article V, it shall pay out such money in accordance with the priorities set forth in Section 8.02(d) and (e).

SECTION 5.05. OPTIONAL PRESERVATION OF THE TRUST ESTATE. If the Transition Bonds of a Series have been declared to be due and payable under Section 5.02 following an Event of Default and such declaration and its consequences have not been rescinded and annulled, the Trustee may, but need not, elect, as provided in Section 5.11(iii), to maintain possession of the Series Trust Estate securing that Series in accordance with Section 5.04(a). It is the desire of the parties hereto and the Transition Bondholders that there be at all times sufficient funds for the payment of Principal of and premium, if any, and Interest on the Transition Bonds of any Series, and the Trustee shall take such desire into account when determining whether or not to maintain possession of the Series Trust Estate securing that Series or sell or liquidate the same. In determining whether to maintain possession of the Series Trust Estate or sell or liquidate the same, the Trustee may, but need not, obtain and conclusively rely upon an opinion of an Independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as to the sufficiency of the Series Trust Estate for such purpose.

SECTION 5.06. LIMITATION OF PROCEEDINGS. No Holder of any Transition Bond of any Series shall have any right to institute any Proceeding, judicial or otherwise, or to avail itself of the remedies provided in Section 39.309(f) of the Texas Electric Choice Plan, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(i) such Holder has previously given written notice to the Trustee of a continuing Event of Default with respect to the affected Series;

(ii) the Holders of not less than a majority of the Outstanding Amount of the Transition Bonds of such Series have made written request to the Trustee to institute such Proceeding in respect of such Event of Default in its own name as Trustee hereunder;

(iii) such Holder or Holders have offered to the Trustee security or indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in complying with such request;

(iv) the Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute such Proceedings; and

(v) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Holders of a majority of the Outstanding Amount of the Transition Bonds of such Series,

it being understood and intended that no one or more Holders of Transition Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Transition Bonds or to obtain or to seek to obtain priority or preference over any other Holders or to enforce any right under this Indenture, except in the manner herein provided.

In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders of Transition Bonds, each representing less than a majority of the Outstanding Amount of the Transition Bonds of all Series, the Trustee may determine what action, if any, shall be taken, notwithstanding any other provisions of this Indenture.

SECTION 5.07. UNCONDITIONAL RIGHTS OF TRANSITION BONDHOLDERS TO RECEIVE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST. Notwithstanding any other provisions in this Indenture, the Holder of any Transition Bond shall have the right, which is absolute and unconditional, and shall not be impaired without the consent of each such Holder, (a) to receive payment of (i) the Interest, if any, on such Transition Bond on or after the due dates thereof expressed in such Transition Bond or in this Indenture, (ii) the unpaid Principal, if any, of such Transition Bonds on or after the Final Maturity Date therefor or (iii) in the case of redemption, the unpaid Principal, if any, of and premium, if any, and Interest, if any, on such Transition Bond on or after the Redemption Date therefor and (b) to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

SECTION 5.08. RESTORATION OF RIGHTS AND REMEDIES. If the Trustee or any Transition Bondholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Transition Bondholder, then and in every such case the Issuer, the Trustee and the Transition Bondholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Transition Bondholders shall continue as though no such Proceeding had been instituted.

SECTION 5.09. RIGHTS AND REMEDIES CUMULATIVE. No right or remedy herein conferred upon or reserved to the Trustee or to the Transition Bondholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 5.10. DELAY OR OMISSION NOT A WAIVER. No delay or omission by the Trustee or any Transition Bondholder to exercise any right or remedy accruing upon any Default or Event of Default shall impair any such right or remedy or constitute a waiver of any such Default or Event of Default or an acquiescence therein. Every right and remedy given by this Article V or by law to the Trustee or to the Transition Bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Transition Bondholders, as the case may be.

SECTION 5.11. CONTROL BY TRANSITION BONDHOLDERS. The Majority Holders (or, if less than all Series or Tranches are affected, the Holders of a majority of the Outstanding Amount of the Transition Bonds of the affected Series or Tranche or Tranches) shall have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Trustee with respect to the Transition Bonds (or the Transition Bonds of such

affected Series or Tranche or Tranches) or exercising any trust or power conferred on the Trustee with respect to the Transition Bonds (or the Transition Bonds of such affected Series or Tranche or Tranches); provided that

(i) such direction shall not be in conflict with any rule of law or with this Indenture;

(ii) subject to the express terms of Section 5.04, any direction to the Trustee to sell or liquidate the Trust Estate shall be by the Holders of Transition Bonds representing not less than 100% of the Outstanding Amount of the Transition Bonds of all Series;

(iii) if the conditions set forth in Section 5.05 have been satisfied and the Trustee elects to retain the Series Trust Estate securing such Series pursuant to such Section and elects not to sell or liquidate the same, then any direction to the Trustee by Holders of Transition Bonds representing less than 100% of the Outstanding Amount of the Transition Bonds of all affected Series to sell or liquidate such Series Trust Estate shall be of no force and effect; and

(iv) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction;

provided, however, that, subject to Section 6.01, the Trustee need not take any action that it determines might involve it in liability for which it reasonably believes it will not be indemnified to its reasonable satisfaction against the costs, expenses and liabilities which might be incurred by it in complying with this request. The Trustee also need not take any action that it determines might materially and adversely affect the rights of any Transition Bondholders not consenting to such action.

SECTION 5.12. WAIVER OF PAST DEFAULTS. Prior to the declaration of the acceleration of the maturity of the Transition Bonds of a Series or Tranche affected as provided in Section 5.02, the holders of a majority of the Outstanding Amount of Transition Bonds of such Series or Tranche affected thereby, by written notice to the Trustee, may waive any past Default or Event of Default and its consequences except a Default (i) in payment of Principal of or premium, if any, or Interest on any of the Transition Bonds or (ii) in respect of a covenant or provision hereof which cannot be modified or amended without the consent of the Holder of each Transition Bond of such Series or Tranche affected. In the case of any such waiver, the Issuer, the Trustee and the Holders of the Transition Bonds shall be restored to their former positions and rights hereunder, respectively; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereto.

Upon any such waiver, such Default shall cease to exist and be deemed to have been cured and not to have occurred, and any Event of Default arising therefrom shall be deemed to have been cured and not to have occurred, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereto.

SECTION 5.13. UNDERTAKING FOR COSTS. All parties to this Indenture agree, and each Holder of any Transition Bond by such Holder's acceptance thereof shall be deemed to

have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, suffered or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to (a) any suit instituted by the Trustee, (b) any suit instituted by any Transition Bondholder, or group of Transition Bondholders, in each case holding in the aggregate more than 10% of the Outstanding Amount of the Transition Bonds of a Series or (c) any suit instituted by any Transition Bondholder for the enforcement of the payment of (i) Interest on any Transition Bond on or after the due dates expressed in such Transition Bond and in this Indenture, (ii) the unpaid Principal, if any, of any Transition Bond on or after the Series Final Maturity Date or Tranche Final Maturity Date, if applicable, therefor or (iii) in the case of redemption, the unpaid Principal of and premium, if any, and Interest on any Transition Bond on or after the Redemption Date therefor.

SECTION 5.14. WAIVER OF STAY OR EXTENSION LAWS. The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead or in any manner whatsoever, claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 5.15. ACTION ON TRANSITION BONDS. The Trustee's right to seek and recover judgment on the Transition Bonds or under this Indenture shall not be affected by the seeking, obtaining or application of any other relief under or with respect to this Indenture. Neither the Lien of this Indenture nor any rights or remedies of the Trustee or the Transition Bondholders shall be impaired by the recovery of any judgment by the Trustee against the Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the other assets of the Issuer.

ARTICLE VI

THE TRUSTEE

SECTION 6.01. DUTIES AND LIABILITIES OF TRUSTEE.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee is hereby authorized and undertakes to execute, deliver and perform the Basic Documents to the extent called for by such documents and otherwise to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(c) The Trustee may not be relieved from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this paragraph (c) does not limit the effect of paragraph (b) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it hereunder.

(d) Every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 6.01.

(e) The Trustee shall not be liable for interest on any money received by it except as provided in this Indenture.

(f) Money held in trust by the Trustee need not be segregated from other funds held by the Trustee except to the extent required by law or the terms of this Indenture, the Administration Agreement, the applicable Sale Agreement, Intercreditor Agreement or Servicing Agreement or any applicable swap agreement.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds to believe that repayments of such funds or indemnity reasonably satisfactory to it against such risk or liability is not reasonably assured to it.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.01 and to the provisions of the TIA.

(i) Under no circumstances shall the Trustee be liable for any indebtedness of the Issuer, the Seller, the Administrator or the Servicer evidenced by or arising under the Transition Bonds or any Basic Document.

SECTION 6.02. RIGHTS OF TRUSTEE.

(a) The Trustee may rely conclusively and shall be fully protected in acting or refraining from acting in accordance with any document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Issuer Officer's Certificate or an Issuer Opinion of Counsel. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on an Issuer Officer's Certificate or an Issuer Opinion of Counsel.

(c) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys or a custodian or nominee, and the Trustee shall not be responsible for any misconduct or negligence on the part of, or for the supervision of, any such agent, attorney, custodian or nominee appointed with due care by it thereunder.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith which it believes to be authorized or within its rights or powers; provided, however, that the Trustee's conduct does not constitute willful misconduct, negligence or bad faith.

(e) The Trustee may consult with counsel, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Transition Bonds shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by or pursuant to this Indenture at the request, order or direction of any of the Holders unless such Holders shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities that might be incurred by it in compliance with such request, order or direction.

(g) In the event that the Trustee is also acting in the capacity of Paying Agent, Securities Intermediary or Transition Bond Registrar hereunder, the rights, protections, immunities and indemnities afforded to the Trustee pursuant to this Article VI shall also be afforded to the Trustee in its capacity as Paying Agent, Securities Intermediary or Transition Bond Registrar.

SECTION 6.03. INDIVIDUAL RIGHTS OF TRUSTEE. The Trustee in its individual or any other capacity may become the owner or pledgee of Transition Bonds and may otherwise deal with the Issuer or its affiliates with the same rights it would have if it were not Trustee. Any

Paying Agent, Transition Bond Registrar, co-registrar or co-paying agent may do the same with like rights. However, the Trustee must comply with Sections 6.11 and 6.12.

SECTION 6.04. TRUSTEE'S DISCLAIMER. The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Transition Bonds. The Trustee shall not be accountable for the Issuer's use of the proceeds from the Transition Bonds, and the Trustee shall not be responsible for any statement of the Issuer in the Indenture or in any document issued in connection with the sale of the Transition Bonds or in the Transition Bonds other than the Trustee's certificate of authentication. The Trustee shall not be responsible for the form, character, genuineness, sufficiency, value or validity of any of the Trust Estate, or for or in respect of the validity or sufficiency of the Transition Bonds (other than the certificate of authentication for the Transition Bonds) or the Basic Documents and the Trustee shall in no event assume or incur any liability, duty or obligation to any Holder of a Transition Bond, other than as expressly provided for in this Indenture. The Trustee shall not be liable for the default or misconduct of the Issuer, the Seller, the Administrator, the Servicer or a Manager or any Manager of the Issuer under any Basic Document or otherwise and the Trustee shall have no obligation or liability to perform the obligations of the Issuer.

SECTION 6.05. NOTICE OF DEFAULTS. If a Default occurs and is continuing with respect to any Tranche or Series and if it is actually known to a Responsible Officer of the Trustee, the Trustee shall mail to the PUCT, each Rating Agency and to each Holder of Transition Bonds of all Series affected thereby notice of the Default within 10 Business Days after it is actually known to a Responsible Officer of the Trustee. Except in the case of a Default in payment of Principal or premium, if any, or Interest on any Transition Bond, the Trustee may withhold the notice if and so long as a Responsible Officer of the Trustee in good faith determines that withholding the notice is in the interests of Transition Bondholders.

SECTION 6.06. REPORTS BY TRUSTEE TO HOLDERS.

(a) So long as Transition Bonds are Outstanding, within the prescribed period of time for tax reporting purposes after the end of each calendar year, the Transition Bond Registrar or, in its absence or failure the Paying Agent, shall deliver to each relevant current or former Holder of Transition Bonds such information as may be required to enable such Holder to prepare its federal and State income tax returns.

(b) With respect to each Series and Tranche of Transition Bonds, on or prior to each Payment Date therefor, upon receipt by the Trustee from the Servicer of the "Semiannual Servicer's Certificate," the form of which is attached hereto as Schedule 1, the Transition Bond Registrar or, in its absence or failure the Paying Agent, shall deliver such Semiannual Servicer's Certificate to each Holder of Transition Bonds, to the PUCT and to each Rating Agency which will include (to the extent applicable) the following information (and any other information so specified in the Series Supplement for such Series) as to the Transition Bonds of such Series and Tranche with respect to such Payment Date or the period since the previous Payment Date, as applicable:

(i) the amount to be paid to Holders of the Transition Bonds of such Series and Tranche in respect of principal, such amount also to be expressed as a dollar amount per thousand;

(ii) the amount to be paid to Holders of the Transition Bonds of such Series and Tranche in respect of interest, such amount also to be expressed as a dollar amount per thousand;

(iii) the Transition Bond Balance, after giving effect to the payments to be made on such Payment Date, and the Projected Transition Bond Balance, in each case for such Series and Tranche and as of such Payment Date;

(iv) the amount on deposit in the Capital Subaccount for such Series as of such Payment Date;

(v) the amount, if any, on deposit in the Excess Funds Subaccount for such Series as of such Payment Date;

(vi) the amount to be paid to and by any counterparty under any swap agreement for such Series;

(vii) the amount to be paid to the Trustee relating to that Series on such Payment Date;

(viii) the amount to be paid to the Servicer relating to that Series on such Payment Date; and

(ix) any other transfers and payments relating to that Series made pursuant to this Indenture.

(c) If any Transition Bonds are listed on the Luxembourg Stock Exchange and rules of such exchange so require, the Issuer's listing agent shall arrange for publication in accordance with such rules a notice that such certificate shall be available with the Issuer's listing agent in Luxembourg appointed pursuant to the second paragraph of Section 3.02.

(d) The Transition Bond Registrar's or Paying Agent's responsibility for disbursing the information described in subsection (b) above to Holders of a Series of Transition Bonds is limited to the availability, timeliness and accuracy of the information provided by the Servicer pursuant to Section 3.04 and Annex 1 of the applicable Servicing Agreement and pursuant to any applicable Intercreditor Agreement.

SECTION 6.07. COMPENSATION AND INDEMNITY. SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF ARTICLE VIII HEREOF, THE ISSUER SHALL PAY TO THE TRUSTEE FROM TIME TO TIME REASONABLE COMPENSATION FOR ITS SERVICES. TO THE EXTENT PERMITTED BY LAW, THE TRUSTEE'S COMPENSATION SHALL NOT BE LIMITED BY ANY LAW ON COMPENSATION OF A TRUSTEE OF AN EXPRESS TRUST. THE ISSUER SHALL REIMBURSE THE TRUSTEE FOR ALL REASONABLE OUT-OF-POCKET EXPENSES, DISBURSEMENTS AND ADVANCES INCURRED OR MADE BY IT, INCLUDING COSTS OF COLLECTION, IN ADDITION TO THE COMPENSATION FOR ITS SERVICES. SUCH EXPENSES SHALL INCLUDE THE REASONABLE

COMPENSATION AND EXPENSES, DISBURSEMENTS AND ADVANCES OF THE TRUSTEE'S AGENTS, COUNSEL, ACCOUNTANTS AND EXPERTS. THE ISSUER SHALL INDEMNIFY AND HOLD HARMLESS THE TRUSTEE AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES OR OTHER AMOUNTS WHATSOEVER (INCLUDING COUNSEL FEES AND EXPENSES) DIRECTLY OR INDIRECTLY INCURRED BY THE TRUSTEE IN CONNECTION WITH THE ADMINISTRATION OF THIS TRUST, THE ENFORCEMENT OF THIS TRUST AND ALL OF THE TRUSTEE'S RIGHTS, POWERS AND DUTIES UNDER THIS INDENTURE (INCLUDING THIS SECTION 6.07) AND THE PERFORMANCE BY THE TRUSTEE OF THE DUTIES AND OBLIGATIONS OF THE TRUSTEE UNDER OR PURSUANT TO THIS INDENTURE AND ANY SALE AGREEMENT, ADMINISTRATION AGREEMENT, SERVICING AGREEMENT AND INTERCREDITOR AGREEMENT; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, THE FAILURE TO PAY TO THE TRUSTEE BY THE ISSUER (INCLUDING WITHOUT LIMITATION FROM COLLECTIONS DEPOSITED INTO THE COLLECTION ACCOUNT OR THROUGH THE TRANSITION CHARGE ADJUSTMENT PROCESS) ANY AMOUNTS IN RESPECT OF INDEMNIFICATION HEREUNDER IN EXCESS OF AN AGGREGATE AMOUNT EQUAL TO ANY INDEMNITY AMOUNTS PAYABLE TO THE TRUSTEE IN ACCORDANCE WITH SECTION 8.02(D) OF THIS INDENTURE SHALL NOT CONSTITUTE A DEFAULT OR EVENT OF DEFAULT UNDER SECTION 5.01 OF THIS INDENTURE. THE TRUSTEE SHALL NOTIFY THE ISSUER PROMPTLY OF ANY CLAIM FOR WHICH IT MAY SEEK INDEMNITY. FAILURE BY THE TRUSTEE SO TO NOTIFY THE ISSUER SHALL NOT RELIEVE THE ISSUER OF ITS OBLIGATIONS HEREUNDER. THE ISSUER SHALL DEFEND THE CLAIM AND THE TRUSTEE MAY HAVE SEPARATE COUNSEL AND THE ISSUER SHALL PAY THE FEES AND EXPENSES OF SUCH COUNSEL. NOTWITHSTANDING THE FOREGOING, THE ISSUER NEED NOT REIMBURSE ANY EXPENSE OR INDEMNIFY AGAINST ANY LOSS INCURRED BY THE TRUSTEE (I) THROUGH THE TRUSTEE'S OWN WILLFUL MISCONDUCT, NEGLIGENCE OR BAD FAITH OR (II) TO THE EXTENT THE TRUSTEE WAS REIMBURSED FOR OR INDEMNIFIED AGAINST ANY SUCH LOSS BY THE SELLER OR THE SERVICER PURSUANT TO ANY SALE AGREEMENT, ADMINISTRATION AGREEMENT, INTERCREDITOR AGREEMENT OR SERVICING AGREEMENT. THE OBLIGATIONS OF THE ISSUER UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND THE EARLIER RESIGNATION OR REMOVAL OF THE TRUSTEE.

When the Trustee incurs expenses after the occurrence of a Default specified in Section 5.01(v) or (vi) with respect to the Issuer, the expenses are intended to constitute expenses of administration under Title 11 of the United States Code or any other applicable federal or State bankruptcy, insolvency or similar law.

SECTION 6.08. REPLACEMENT OF TRUSTEE. The Trustee may resign at any time upon 30 days' written notice to the Issuer. The Issuer shall remove the Trustee by written notice if:

- (i) the Trustee fails to comply with Section 6.11;
- (ii) the Trustee is adjudged a bankrupt or insolvent;
- (iii) a receiver or other public officer takes charge of the Trustee or its property; or
- (iv) the Trustee otherwise becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the "Retiring Trustee"), the Issuer shall promptly appoint a successor Trustee.

In addition, the Majority Holders may remove the Trustee by so notifying the Issuer and the Trustee in writing and such Holders may appoint a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the Retiring Trustee and to the Issuer. Thereupon the resignation or removal of the Retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture and any Intercreditor Agreement. No resignation or removal of the Trustee will become effective until the acceptance of the appointment by a successor Trustee. The successor Trustee shall mail a notice of its succession to the Transition Bondholders. The Retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee.

If a successor Trustee does not take office within 60 days after the Retiring Trustee resigns or is removed, the Retiring Trustee at the expense of the Issuer, the Issuer or the Majority Holders may petition any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee fails to comply with Section 6.11, any Transition Bondholder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

Notwithstanding the replacement of the Trustee pursuant to this Section 6.08, the Issuer's obligations under Section 6.07 shall continue for the benefit of the Retiring Trustee.

SECTION 6.09. SUCCESSOR TRUSTEE BY MERGER. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association shall, without any further act, be the successor Trustee. Notice of any such event shall be promptly given to the PUCT and to each Rating Agency by the successor Trustee and any agent in Luxembourg appointed pursuant to the second paragraph of Section 3.02.

In case at the time such successor or successors by merger, conversion, consolidation or transfer shall succeed to the trusts created by this Indenture any of the Transition Bonds shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any Retiring Trustee, and deliver such Transition Bonds so authenticated; and in case at that time any of the Transition Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Transition Bonds either in the name of any Retiring Trustee hereunder or in the name of the successor to the Trustee; and in all such cases such certificates shall have the full force and effect granted by the Transition Bonds or by this Indenture and this force and effect shall be equal to any certificate issued by the Trustee.

SECTION 6.10. APPOINTMENT OF CO-TRUSTEE OR SEPARATE TRUSTEE.

(a) Notwithstanding any other provisions of this Indenture, at any time, for the purpose of meeting any legal requirement of any jurisdiction in which any part of the Trust Estate may at the time be located, the Trustee shall have the power and may execute and deliver all instruments to appoint one or more Persons to act as a co-trustee or co-trustees, or separate trustee or separate trustees, of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity and for the benefit of the Transition Bondholders, such title to the Trust Estate, or any part hereof, and, subject to the other provisions of this Section 6.10, such powers, duties, obligations, rights and trusts as the Trustee may consider necessary or desirable. No co-trustee or separate trustee hereunder shall be required to meet the terms of eligibility as a successor trustee under Section 6.11 and no notice to Transition Bondholders of the appointment of any co-trustee or separate trustee shall be required under Section 6.08 hereof. Notice of any such appointment shall be promptly given to each Rating Agency and the PUCT by the Trustee.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be appointed and act subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate trustee or co-trustee jointly (it being understood that such separate trustee or co-trustee is not authorized to act separately without the Trustee joining in such act), except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations (including the holding of title to the Trust Estate or any portion thereof in any such jurisdiction) shall be exercised and performed singly by such separate trustee or co-trustee, but solely at the direction of the Trustee;

(ii) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(iii) the Trustee may at any time accept the resignation of or remove any separate trustee or co-trustee.

(c) Any notice, request or other writing given to the Trustee shall be deemed to have been given to each of the then separate trustees and co-trustees, as effectively as if given to each of them. Every instrument appointing any separate trustee or co-trustee shall refer to this Indenture and the conditions of this Article VI. Each separate trustee and co-trustee, upon its acceptance of the trusts conferred, shall be vested with the estates or property specified in its instrument of appointment, either jointly with the Trustee or separately, as may be provided therein, subject to all the provisions of this Indenture, specifically including every provision of this Indenture relating to the conduct of, affecting the liability of, or affording protection to the Trustee. Every such instrument shall be filed with the Trustee.

(d) Any separate trustee or co-trustee may at any time constitute the Trustee, its agent or attorney-in-fact with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates,

properties, rights, remedies and trusts shall vest in and be exercised by the Trustee, to the extent permitted by law, without the appointment of a new or successor trustee.

SECTION 6.11. ELIGIBILITY; DISQUALIFICATION. The Trustee and any co-trustee shall at all times satisfy the requirements of TIA Section 310(a)(1) and (a)(5) and Section 26(a)(1) of the Investment Company Act of 1940, as amended. In addition, the Trustee and any co-trustee shall have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition and it shall have a long term debt rating of "Baa3" or better by Moody's, "BBB-" or better by S&P and, if Fitch provides a rating thereon, "BBB-" or better by Fitch. The Trustee and any co-trustee shall comply with TIA Section 310(b), including the optional provision permitted by the second sentence of TIA Section 310(b), including the optional provision permitted by the second sentence of TIA Section 310(b)(9); provided, however, that there shall be excluded from the operation of TIA Section 310(b)(1) any indenture or indentures under which other securities of the Issuer are outstanding if the requirements for such exclusion set forth in TIA Section 310(b)(1) are met.

SECTION 6.12. PREFERENTIAL COLLECTION OF CLAIMS AGAINST ISSUER. The Trustee shall comply with TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated

SECTION 6.13. REPRESENTATIONS AND WARRANTIES OF THE TRUSTEE. The Trustee hereby represents and warrants that:

(a) the Trustee is a banking corporation validly existing in good standing under the laws of the State of Delaware; and

(b) the Trustee has full power, authority and legal right to execute, deliver and perform this Indenture and all the Basic Documents to which the Trustee is a party and has taken all necessary action to authorize the execution, delivery and performance by it of this Indenture and such Basic Documents.

SECTION 6.14. RIGHTS OF THE AUTHENTICATING AGENT, TRANSITION BOND REGISTRAR, PAYING AGENT, AND SECURITIES INTERMEDIARY.

(a) Each of the authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. The authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary shall not have any duties or responsibilities except those expressly set forth in this Indenture or be a trustee for or have any fiduciary obligation to any party hereto.

(b) In the absence of bad faith on the part of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary, respectively, such party may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to such party that conform to the requirements of this Indenture.

(c) None of the authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary shall be liable for any error of judgment made in good faith by an officer or officers of that party, unless it shall be conclusively determined by a court of competent jurisdiction that such party was grossly negligent.

(d) None of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary shall be liable with respect to any action taken or omitted to be taken by that party in good faith in accordance with any direction of the Issuer or the Trustee given under this Indenture.

(e) None of the provisions of this Indenture shall require any of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(f) Each of the authenticating agent, Transition Bond Registrar, Paying Agent, and Securities Intermediary may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(g) Each of the authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary may consult with counsel and the advice or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or omitted by that party hereunder in good faith and in accordance with such advice or opinion of counsel.

(h) None of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary shall be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document.

(i) None of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary shall have any obligation to invest and reinvest any cash held in the accounts in the absence of timely and specific written investment direction from the Issuer or, with respect to any REP Deposit Account, the REP or the Servicer. In no event shall any of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary be liable for the selection of investments or for investment losses incurred thereon. None of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary shall have any liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity or the failure of the Issuer to provide timely written investment direction.

(j) Each of the authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary may at any time resign by giving 30 days' written notice of resignation to the Issuer and the Trustee. Upon receiving such notice of resignation, the Issuer shall

promptly appoint a successor and, upon the acceptance by the successor of such appointment, release the resigning party from its obligations hereunder by written instrument, a copy of which instrument shall be delivered to the Issuer, the Trustee, the resigning party and the successor. If no successor shall have been so appointed and have accepted appointment within 45 days after the giving of such notice of resignation, the resigning party may petition any court of competent jurisdiction for the appointment of a successor.

(k) Any corporation into which any of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary, respectively, shall be a party, or any corporation succeeding to the business of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary, respectively, shall be the successor of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary, respectively, hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

(l) The Issuer shall indemnify, defend and hold harmless each of the authenticating agent, Transition Bond Registrar, Paying Agent and Securities Intermediary and its respective officers, directors, employees, representatives and agents, from and against and reimburse each such party for any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's and agent's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against such party directly or indirectly relating to, or arising from, claims against such party by reason of its participation in the transactions contemplated hereby, including without limitation all reasonable costs required to be associated with claims for damages to persons or property, and reasonable attorneys' and consultants' fees and expenses and court costs except to the extent caused by such party's willful misconduct, negligence or bad faith. The provisions of this Section 6.14(l) shall survive the termination of this Agreement or the earlier resignation or removal of the authenticating agent, Transition Bond Registrar, Paying Agent or Securities Intermediary, as applicable.

ARTICLE VII

TRANSITION BONDHOLDERS' LISTS AND REPORTS

SECTION 7.01. ISSUER TO FURNISH TRUSTEE NAMES AND ADDRESSES OF TRANSITION BONDHOLDERS. The Issuer shall furnish or cause to be furnished to the Trustee (a) not more than five days after the earlier of (i) each Record Date with respect to each Series and (ii) six months after the last Record Date with respect to each Series, a list, in such form as the Trustee may reasonably require, of the names and in the event the Trustee is acting as the Transition Bond Registrar the addresses of the Holders of Transition Bonds of such Series as of such Record Date, and (b) at such other times as the Trustee may request in writing, within 30 days after receipt by the Issuer of any such request, a list of similar form and content as of a

date not more than 10 days prior to the time such list is furnished; provided, however, that so long as the Trustee is the Transition Bond Registrar, no such list shall be required to be furnished. In addition, the Issuer shall furnish such list to any listing, transfer or paying agent appointed under the second paragraph of Section 3.02 to the extent such information is required by the rules and regulations of the Luxembourg Stock Exchange.

SECTION 7.02. PRESERVATION OF INFORMATION; COMMUNICATIONS TO TRANSITION BONDHOLDERS.

(a) The Trustee shall preserve, in as current a form as is reasonably practicable, the names and addresses of the Holders of Transition Bonds contained in the most recent list furnished to the Trustee as provided in Section 7.01 and the names and addresses of Holders of Transition Bonds received by the Trustee in its capacity as Transition Bond Registrar. The Trustee may destroy any list furnished to it as provided in such Section 7.01 upon receipt of a new list so furnished.

(b) Transition Bondholders may communicate with other Transition Bondholders pursuant to Section 312(b) of the TIA, with respect to their rights under this Indenture or under the Transition Bonds.

(c) The Issuer, the Trustee and the Transition Bond Registrar shall have the protection of Section 312(c) of the TIA.

SECTION 7.03. REPORTS BY ISSUER.

(a) The Issuer shall:

(i) so long as the Issuer is required to file such documents with the Commission, provide to the Trustee and, so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and its rules so require, with the listing agent of the Issuer in Luxembourg appointed pursuant to the second paragraph of Section 3.02, within 15 days after the Issuer is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which the Issuer may be required to file with the Commission pursuant to Section 13 or 15(d) of the Exchange Act;

(ii) provide to the Trustee, file with the Commission and, so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and its rules so require, provide to the listing agent of the Issuer in Luxembourg appointed pursuant to the second paragraph of Section 3.02, in accordance with rules and regulations prescribed from time to time by the Commission or the Luxembourg Stock Exchange, respectively, such additional information, documents and reports with respect to compliance by the Issuer with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(iii) supply to the Trustee (and the Trustee shall transmit by mail to all Transition Bondholders described in TIA Section 313(c)) and, so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and its rules so require, to the listing agent of the Issuer in Luxembourg appointed pursuant to the second paragraph of Section 3.02, such summaries of any information, documents and reports required to be filed by the Issuer pursuant to clauses (i) and (ii) of this Section 7.03(a) as may be required by rules and regulations prescribed from time to time by the Commission.

(b) Unless the Issuer otherwise determines, the fiscal year of the Issuer shall end on December 31 of each year.

SECTION 7.04. REPORTS BY TRUSTEE. If required by TIA Section 313(a), within 60 days after the end of each fiscal year of the Issuer, commencing with the year after the issuance of the Transition Bonds of any Series, the Trustee shall mail to each Holder of Transition Bonds of such Series as required by TIA Section 313(c) a brief report dated as of such date that complies with TIA Section 313(a). The Trustee also shall comply with TIA Section 313(b); provided, however, that the initial report so issued shall be delivered not more than 12 months after the initial issuance of each Series.

A copy of each report at the time of its mailing to Transition Bondholders shall be filed by the Trustee with the Commission and each stock exchange, if any, on which the Transition Bonds are listed (to the extent required by the rules of such exchange). The Issuer shall notify the Trustee if and when the Transition Bonds are listed on any stock exchange.

SECTION 7.05. PROVISION OF SERVICER REPORTS. Upon the written request of any Transition Bondholder, the PUCT or any Rating Agency to the Trustee addressed to the Corporate Trust Office, the Transition Bond Registrar, or in its absence or failure the Paying Agent, shall provide such requesting party, the Trustee and the Paying Agent or Transition Bond Registrar, as applicable, with a copy of any Semiannual Servicer's Certificate, Annual Accountant's Report and any other report of the Servicer referred to in the applicable Servicing Agreement. If any Transition Bonds are listed on the Luxembourg Stock Exchange and its rules so require, the Transition Bond Registrar, or in its absence or failure the Paying Agent, at the written direction of the Issuer shall also arrange for publication in accordance with such rules of a notice that a copy of such Servicer's certificate, Annual Accountant's Report or other report shall be available with the Issuer's listing agent in Luxembourg appointed pursuant to the second paragraph of Section 3.02.

ARTICLE VIII

ACCOUNTS, DISBURSEMENTS AND RELEASES

SECTION 8.01. COLLECTION OF MONEY. Except as otherwise expressly provided herein, the Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Trustee pursuant to this Indenture. The Trustee shall apply all such money received by it as provided in this Indenture. Except as otherwise

expressly provided in this Indenture, if any default occurs in the making of any payment or performance under any agreement or instrument that is part of the Trust Estate, the Trustee may take such action as may be appropriate to enforce such payment or performance, including the institution and prosecution of appropriate Proceedings. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture and any right to proceed thereafter as provided in Article V.

SECTION 8.02. COLLECTION ACCOUNT.

(a) (i) On or prior to the Series Issuance Date for each Series issued hereunder, the Issuer shall open, at the Paying Agent's Corporate Trust Office, or at another Eligible Institution, one or more segregated non-interest-bearing trust accounts in the Trustee's name for the deposit of Collections for that Series of Transition Bonds and all other amounts received with respect to the Series Trust Estate securing that Series (each a "Collection Account" and collectively, the "Collection Accounts"). The Collection Account for each Series shall initially be divided into subaccounts, which need not be separate accounts: a general subaccount (the "General Subaccount"), an overcollateralization subaccount (the "Overcollateralization Subaccount"), a capital subaccount (the "Capital Subaccount"), an excess funds subaccount (the "Excess Funds Subaccount") and one or more class subaccounts for any Tranche of any Series of Transition Bonds that has a floating rate of interest as specified in any Series Supplement (each, a "Tranche Subaccount"). On or prior to the Series Issuance Date for any Series of Transition Bonds, the Member shall deposit into the Capital Subaccount for that Series an amount equal to the Required Capital Amount for that Series. Unless otherwise specified in any Series Supplement, the overcollateralization amount and scheduled overcollateralization level for the Overcollateralization Subaccount of each Series shall at all times be zero. All amounts in the Collection Account for any Series not allocated to any other subaccount shall be allocated to the General Subaccount for that Series. Prior to the initial Payment Date for a Series, all amounts in the Collection Account for that Series (other than funds deposited into the Capital Subaccount, up to the Required Capital Amount for that Series) shall be allocated to the General Subaccount for that Series. All payments received by the Trustee from any swap counterparty in respect of any swap agreement related to that Series shall be deposited in the related Tranche Subaccount. Prior to depositing funds or U.S. Government Obligations in the Collection Account pursuant to Section 4.01 or 4.02, the Issuer shall establish defeasance subaccounts (each a "Defeasance Subaccount") for each Series for which funds shall be deposited, as subaccounts of the Collection Account. All references to the Collection Account shall be deemed to include reference to all subaccounts contained therein. Withdrawals from and deposits to each of the foregoing subaccounts of any Collection Account shall be made as set forth in Section 4.03 and Section 8.02(d) and (e). Each Collection Account shall at all times be maintained as an Eligible Securities Account and only the Trustee shall have access to that Collection Account for the purpose of making deposits in and withdrawals from that Collection Account in accordance with this Indenture. Funds in a Collection Account shall not be commingled with any other moneys,

including moneys in any other Collection Account. All moneys deposited from time to time in a Collection Account, all deposits therein pursuant to this Indenture, and all investments made in Eligible Investments with such moneys, including all income or other gain from such investments, shall be held by the Trustee in that Collection Account as part of the Series Trust Estate securing that Series as herein provided.

(ii) The Securities Intermediary also agrees that (A) each of the Collection Accounts is, or on the date of its creation will be, and shall at all times be maintained by the Securities Intermediary as, a "securities account" (within the meaning of Section 8-501 of the New York UCC), (B) the "securities intermediary's jurisdiction" (within the meaning of Article 8 of the New York UCC) of the Securities Intermediary is the State of New York, (C) all cash and other property in each of the Accounts shall be treated by the Securities Intermediary as a "financial asset" (as defined in Section 8-102(a)(9) of the New York UCC), (E) the "entitlement holder" (as such term is defined in Section 8-102(a)(7) of the New York UCC or, with respect to Book-Entry Securities, in the applicable Federal Book-Entry Regulations) shall be the Trustee for the benefit of the Transition Bondholders, (E) any financial asset in registered form or payable to, or to the order of, a Person, and credited to any of the Accounts shall be registered in the name of, payable to the order of, or specially indorsed to, the Securities Intermediary or in blank, or credited to another securities account maintained in the name of the Securities Intermediary, and in no case will any financial assets credited to any of the Accounts be registered in the name of, payable to or to the order of, or specially indorsed to the Issuer or the Trustee, except to the extent the foregoing have been specially indorsed by the Issuer or the Trustee, as applicable, to the Securities Intermediary or in blank, (F) the Securities Intermediary shall not change the names or account numbers of any of the Accounts without the prior written consent of the Trustee and shall not change the entitlement holder, and (G) the Securities Intermediary shall at all times act as a "securities intermediary" (within the meaning of Section 8-102(a)(14) of the New York UCC or, with respect to Book-Entry Securities, in the applicable Federal Book-Entry Regulations) and shall credit to each of the Accounts each financial asset to be held in or credited to each of the Accounts pursuant to this Indenture.

(iii) Each of the Accounts shall remain at all times with a securities intermediary (within the meaning of Section 8-102(a)(14) of the New York UCC or, with respect to Book-Entry Securities, in the applicable Federal Book-Entry Regulations) having a combined capital and surplus of at least \$50,000,000 and having a long-term debt rating of at least "A2" by Moody's and at least "AA-" by S&P. The Securities Intermediary shall give notice to the Issuer and the Transition Bondholders of the location of the Accounts and of any change thereof (provided that no such change shall be made without the prior approval of the Majority Holders), prior to the use thereof.

(iv) Anything herein to the contrary notwithstanding, the Issuer irrevocably agrees that the Securities Intermediary may, and the Securities Intermediary agrees that it shall, comply with "entitlement orders" (as defined in Section 8-102(8) of the New York UCC) originated by the Trustee and relating to each of the Accounts (and all securities entitlements within the meaning of Section 8-102(a)(17) of the New York UCC or, with respect to Book-Entry Securities, within the meaning of applicable Federal Book-Entry Regulations carried in such Account) without further consent by the Issuer or any other Person so long as this Indenture is in effect. The Securities Intermediary agrees that it shall at all times comply with the "entitlement orders" (as defined in Section 8-102(8) of the New York UCC) originated by the Trustee and shall not comply with "entitlement orders" of any other Person. The Trustee and the Securities Intermediary hereby represent that they have not, and hereby agree that they will not, enter into any agreement or take any action which gives any Person other than the Trustee, "control" (as defined in Section 8-106 of the New York UCC) over any of the Accounts.

(v) The Trustee shall have sole dominion and exclusive control over all property in each Collection Account and the Securities Intermediary shall apply such amounts therein as provided in this Section 8.02. The Trustee at the written direction of the Servicer shall also pay from the Collection Account any amounts requested to be paid by or to the Servicer pursuant to of the applicable Servicing Agreement.

(vi) Collections shall be deposited in the applicable General Subaccount as provided in the applicable Servicing Agreement. All deposits to and withdrawals from a Collection Account, all allocations to the subaccounts of such Collection Account and any amounts to be paid to the applicable Servicer under Section 8.02(d) shall be made by the Trustee in accordance with the written instructions provided by such Servicer in the Servicer's Certificate or upon other written notice provided by such Servicer pursuant to such Servicing Agreement, as applicable.

(vii) There are no other agreements entered into between the Securities Intermediary, the Trustee and the Issuer with respect to the Accounts, other than this Indenture. In the event of any conflict between this Section 8.02 (or any portion thereof), any other provision of this Indenture or any other agreement now existing or hereafter entered into, the terms of this Section 8.02 shall prevail.

(b) So long as no Default or Event of Default has occurred and is continuing, the Trustee upon written direction of the Servicer will, as entitlement holder, cause the Securities Intermediary to invest and reinvest all or a portion of the funds in the Collection Account (other than as set forth in Section 8.06) for each Series in Eligible Investments; provided, however, that (i) such Eligible Investments shall not mature later than the next Payment Date for such Series (except as otherwise provided in any Series Supplement), (ii) such Eligible Investments shall not be sold, liquidated or otherwise disposed of at a loss prior to the maturity thereof, and (iii) no funds in the Defeasance Subaccount for any Series of Transition Bonds shall be invested in

Eligible Investments or otherwise, except that U.S. Government Obligations deposited by the Issuer with the Trustee pursuant to Sections 4.01 or 4.02 shall remain as such. All income or other gain from investments of moneys deposited in the Collection Account for that Series shall be deposited by the Trustee in the Collection Account for that Series, and any loss resulting from such investments shall be charged to that Collection Account. The Servicer shall not direct the Trustee to make any investment of any funds or to sell any investment held in the Collection Account for a Series unless the security interest granted and perfected in such account will continue to be perfected in such investment or the proceeds of such sale, in either case without any further action by any Person, and, in connection with any direction to the Trustee to make any such investment or sale, if requested by the Trustee, the Issuer shall deliver to the Trustee an Issuer Opinion of Counsel, acceptable to the Trustee, to such effect. Subject to Section 6.01(c), the Trustee shall not in any way be held liable for the selection of Eligible Investments or for investment Losses incurred thereon except for Losses attributable to the Trustee's failure to make payments on such Eligible Investments issued by the Trustee, in its commercial capacity as principal obligor and not as Trustee, in accordance with their terms. The Trustee shall have no liability in respect of Losses incurred as a result of the liquidation of any Eligible Investment prior to its stated maturity or the failure of the Issuer to provide timely and specific written investment direction. The Trustee shall have no obligation to invest or reinvest any amounts held hereunder in the absence of written investment direction pursuant to an Issuer Order.

(c) Any Collections remitted by the Servicer to the Trustee with respect to a Series of Transition Bonds, any Indemnity Amounts with respect to that Series remitted to the Trustee by the Seller, the Issuer or the Servicer, any amounts paid by a swap counterparty in accordance with a swap agreement relating to that Series, any other amount otherwise received by the Trustee or the Issuer related to that Series, and any other proceeds of Series Trust Estate securing that Series received by the Servicer, the Issuer or the Trustee shall be deposited in the General Subaccount for that Series, except that the Trustee shall deposit in the Capital Subaccount for that Series the Required Capital Amount.

(d) On each Payment Date for a particular Series or other date specified in the Series Supplement with respect to that Series, the Paying Agent pursuant to the written direction provided in the Semiannual Servicer's Certificate shall by 12:00 noon (New York City time) allocate or apply all amounts on deposit in the General Subaccount of the Collection Account for that Series and any investment earnings on the subaccounts in the Collection Account for that Series (other than earnings on amounts in any REP Deposit Account) in the following priority unless otherwise set forth in any Series Supplement herein (provided, that no Series Supplement may modify the Pro Rata payment of amounts described herein as being paid Pro Rata):

(i) fees and expenses (including reasonable legal fees and expenses) and Indemnity Amounts owed to the Trustee for such Payment Date shall be paid to the Trustee and, to the extent those amounts are not separately identified by the Trustee as being payable with respect to a Series, allocated among all Series of Transition Bonds Outstanding on a Pro Rata basis; provided that the Indemnity Amounts with respect to that Series paid during any calendar year pursuant to this clause (i) may not exceed the amount fixed therefor in the applicable Series Supplement;

(ii) the Servicing Fee, which will be a fixed percentage of the initial principal amount of that Series of Transition Bonds specified in the related Servicing Agreement, and all unpaid Servicing Fees from prior Payment Dates shall be paid to the Servicer;

(iii) the administration fee payable under the Administration Agreement for such Payment Date shall be paid to the Administrator and fees of the Issuer's independent managers in connection with their acting as managers under the Issuer LLC Agreement shall be paid to such independent managers;

(iv) all ordinary periodic Operating Expenses (such as accounting and audit fees, rating agency fees, legal fees and Servicer expenses under Sections 3.10 and 5.05 or equivalent provisions of the applicable Servicing Agreement) other than those referred to in clauses (i), (ii) and (iii) above shall be paid to the Persons entitled thereto;

(v) an amount equal to the Interest payable on such Series of Transition Bonds on such Payment Date;

(vi) (A) an amount equal to any Principal of that Series or Tranche of Transition Bonds payable as a result of acceleration pursuant to Section 5.02 shall be allocated to that Series or Tranche and, if there are insufficient funds to make that allocation in full, on a Pro Rata basis, (B) an amount equal to any Principal of that Series or Tranche payable on a Series Final Maturity Date or Tranche Final Maturity Date for that Series or Tranche and any Principal of and premium, if any, on that Series or Tranche of Transition Bonds payable on a Redemption Date shall be allocated to that Series and, if there are insufficient funds to make that allocation in full, on a Pro Rata basis and (C) an amount equal to Principal scheduled to be paid on that Series or Tranche of Transition Bonds on such Payment Date according to the Expected Amortization Schedule, excluding any amounts provided for elsewhere in this clause (vi), shall be allocated to the corresponding Series and if there are insufficient funds to make that allocation in full, on a Pro Rata basis;

(vii) any amounts payable to credit enhancement providers with respect to that Series, if any, shall be paid to such credit enhancement providers;

(viii) all remaining unpaid Operating Expenses and any other amounts due and owing pursuant to the Basic Documents (including all remaining Indemnity Amounts) shall be paid to the Persons entitled thereto without duplication of any other payment from any other source;

(ix) any amount necessary to replenish amounts drawn from the Capital Subaccount shall be allocated to the Capital Subaccount;

(x) so long as no Event of Default has occurred and is continuing, an amount equal to investment earnings on amounts in the Capital Subaccount for that Series shall be released to the Issuer; and

(xi) the balance, if any, shall be allocated to the Excess Funds Subaccount for that Series.

The amounts paid during any calendar year in respect of the Trustee's fees and expenses in clause (i) above, the Servicing Fee in clause (ii), the administration and independent managers' fees in clause (iii), the ordinary periodic Operating Expenses in clause (iv) and the remaining Operating Expenses in clause (viii) above may not exceed in the aggregate for all Series an amount specified in the related Supplemental Indenture (which amount may be based in part on whether CenterPoint Houston is the Servicer of that Series of Transition Bonds) unless the PUCT approves a different aggregate amount of such payments. If more than one Series of Transition Bonds is outstanding, the payments described in the preceding sentence will be made Pro Rata from the respective Collection Accounts of each Series.

Following repayment of all Transition Bonds of a Series, the balance, if any, shall be released to the Issuer free from the Lien of the Indenture.

"Pro Rata" means with respect to any Series or Tranche of Transition Bonds a ratio:

(1) in the case of clause (d)(v) above, the numerator of which is the aggregate amount of Interest payable or net amount payable to a counterparty under an interest rate protection agreement, as applicable, with respect to such Series or Tranche on such Payment Date and the denominator of which is the sum of the aggregate amounts of Interest payable and aggregate of the net amounts payable under interest rate protection agreements with respect to all Outstanding Series or Tranches on such Payment Date; and

(2) in the case of all other clauses in (d) above, the numerator of which is the aggregate amount of Principal to be paid or payable pursuant to each such clause with respect to such Series or Tranche on such Payment Date and the denominator of which is the sum of the aggregate amounts of Principal to be paid or payable pursuant to each such clause with respect to all Outstanding Series or Tranches on such Payment Date, unless and to the extent, with respect to either clause (A) or (B) of this paragraph, in the case of a Series comprised of two or more Tranches, the Series Supplement for such Series provides otherwise.

If, on any Payment Date for a Series of Transition Bonds, funds on deposit in the General Subaccount for that Series are insufficient to make the payments or transfers contemplated by clauses (i) through (ix) above, the Paying Agent shall draw from amounts on deposit in the following subaccounts in the following order up to the amount of such shortfall, in order to make such payments and transfers:

(i) from the Excess Funds Subaccount for such Series for allocations and payments contemplated by clauses (i) through (ix); and

(ii) from the Capital Subaccount for such Series for allocations and payments contemplated by clauses (i) through (viii).

(e) Upon an acceleration of the maturity of any Series of Transition Bonds pursuant to Section 5.02, the aggregate amount of Principal of and Interest accrued on each Transition Bond of that Series shall be payable, without priority of interest over principal or of principal over interest and without regard to Tranche.

SECTION 8.03. RELEASE OF TRUST ESTATE.

(a) All money and other property withdrawn from a Collection Account by the Paying Agent for payment to the Issuer as provided in this Indenture in accordance with Section 8.02 hereof shall be deemed released from the Indenture when so withdrawn and applied in accordance with the provisions of Article VIII, without further notice to, or release or consent by, the Trustee.

(b) Other than as provided for in clause (a) above, the Trustee or the Paying Agent, as applicable, shall release property from the Lien of this Indenture only as and to the extent permitted by the Basic Documents and only upon receipt of an Issuer Request accompanied by an Issuer Officer's Certificate, an Issuer Opinion of Counsel and Independent Certificates in accordance with TIA Sections 314(c) and 314(d)(1) or an Issuer Opinion of Counsel in lieu of such Independent Certificates to the effect that the TIA does not require any such Independent Certificate.

(c) Subject to the payment of its fees and expenses pursuant to Section 6.07, the Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the Lien of this Indenture, or convey the Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No party relying upon an instrument executed by the Trustee as provided in this Article VIII shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any moneys.

(d) Subject to Section 8.03(b), the Trustee shall, at such time as there are no Transition Bonds of a Series Outstanding and all sums due the Trustee with respect to that Series pursuant to Section 6.07 have been paid, release any remaining portion of the Series Trust Estate that secured that Series of Transition Bonds from the Lien of this Indenture and release to the Issuer or any other Person entitled thereto any funds or investments then on deposit in or credited to the Collection Account for that Series of Transition Bonds.

SECTION 8.04. ISSUER OPINION OF COUNSEL. The Trustee shall receive at least five days' notice when requested by the Issuer to take any action pursuant to Section 8.03, accompanied by copies of any instruments involved, and the Trustee may also require, as a condition to such action, an Issuer Opinion of Counsel, in form and substance satisfactory to the Trustee, stating the legal effect of any such action, outlining the steps required to complete the same, and concluding that all conditions precedent to the taking of such action have been complied with and such action will not materially and adversely impair the security for the Transition Bonds or the rights of the Transition Bondholders in contravention of the provisions of this Indenture; provided, however, that such Issuer Opinion of Counsel shall not be required to express an opinion as to the fair value of the Trust Estate. Counsel rendering any such opinion may rely, without independent investigation, on the accuracy and validity of any certificate or other instrument delivered to the Trustee in connection with any such action.

SECTION 8.05. REPORTS BY INDEPENDENT ACCOUNTANTS. The Issuer shall appoint a firm of Independent certified public accountants of recognized national reputation for purposes of preparing and delivering the reports or certificates of such accountants required by this Indenture and the related Series Supplements. Upon any resignation by such firm, the Issuer shall promptly appoint a successor thereto that shall also be a firm of Independent certified

public accountants of recognized national reputation. If the Issuer shall fail to appoint a successor to a firm of Independent certified public accountants that has resigned within 15 days after such resignation, the Trustee shall promptly notify the Issuer of such failure in writing. If the Issuer shall not have appointed a successor within 10 days thereafter, the Trustee shall promptly appoint a successor firm of Independent certified public accountants of recognized national reputation. The fees of such firm of Independent certified public accountants and its successor shall be payable by the Issuer.

SECTION 8.06. REP DEPOSIT ACCOUNT. Pursuant to the written direction of the Servicer, the Issuer shall open, at the Trustee's Corporate Trust Office, or at another Eligible Institution, one or more segregated non-interest-bearing trust accounts in the Trustee's name (each a "REP Deposit Account"), each such account for the benefit of one Depositing REP with respect to one Series of Transition Bonds. Pursuant to and in accordance with the Financing Order, amounts received from any REP as a security deposit with respect to a Series of Transition Bonds shall be deposited into the applicable REP Deposit Account for that Series. The REP Deposit Accounts shall at all times be maintained in an Eligible Securities Account and only the Trustee shall have access to the REP Deposit Accounts for the purpose of making deposits in and withdrawals from the REP Deposit Accounts in accordance with this Indenture, any Servicing Agreement and any Financing Order. Funds in the REP Deposit Accounts shall not be commingled by the Issuer with any other moneys, and shall not be commingled by the Trustee. All or a portion of the funds in the REP Deposit Accounts shall be invested in Eligible Investments and reinvested by the Trustee pursuant to the written direction of the Servicer or the REP making the deposit. All income or other gain from investments of moneys deposited in any REP Deposit Account shall be deposited by the Trustee into such REP Deposit Account, and any loss resulting from such investments shall be charged to such REP Deposit Account. In addition, each Depositing REP shall be responsible for the payment of income taxes with respect to such investments. The Trustee shall not in any way be held liable for the selection of Eligible Investments for the REP Deposit Accounts or for investment losses incurred thereon. The Trustee shall have no obligation to invest or reinvest any amounts held hereunder in the absence of timely and specific written investment direction from the Servicer and appropriate documents from the applicable REP. The Trustee shall release property from any REP Deposit Account only as and to the extent directed by the Servicer pursuant to the Financing Order and Servicing Agreement.

ARTICLE IX

SUPPLEMENTAL INDENTURES

SECTION 9.01. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF TRANSITION BONDHOLDERS.

(a) Without the consent of the Holders of any Transition Bonds but with prior notice to the Rating Agencies, the Issuer and the Trustee, when authorized by an Issuer Order, with the consent of the PUCT pursuant to Section 9.07 if such supplemental indenture increases ongoing qualified costs as defined in the Financing Order (which consent shall not be required with regard to the first Series Supplement), at any time and from time to time, may enter into one or more indentures supplemental hereto (which shall conform to the provisions of the Trust

Indenture Act as in force at the date of the execution thereof), in form satisfactory to the Trustee, for any of the following purposes:

(i) to correct or amplify the description of any Series Trust Estate, or to better assure, convey and confirm unto the Trustee any Series Trust Estate, or to subject additional property to the Lien of this Indenture;

(ii) to evidence the succession, in compliance with the applicable provisions hereof, of another Person to the Issuer, and the assumption by any applicable successor of the covenants of the Issuer contained herein and in the Transition Bonds;

(iii) to add to the covenants of the Issuer, for the benefit of the Transition Bondholders, or to surrender any right or power herein conferred upon the Issuer;

(iv) to convey, transfer, assign, mortgage or pledge any property to the Trustee for the benefit of the Holders, the Trustee and any swap counterparty;

(v) to cure any ambiguity, to correct or supplement any provision herein or in any Supplemental Indenture which may be inconsistent with any other provision herein or in any Supplemental Indenture, to make any other provisions with respect to matters or questions arising under this Indenture or in any Supplemental Indenture, to change in any manner or eliminate any provisions of this Indenture or to modify in any manner the rights of the Transition Bondholders under this Indenture; provided, however, that (i) such action shall not, as evidenced by an Issuers' Opinion of Counsel, adversely affect in any material respect the interests of any Transition Bondholder and (ii) the Rating Agency Condition shall have been satisfied with respect thereto;

(vi) to evidence and provide for the acceptance of the appointment hereunder by a successor Trustee with respect to the Transition Bonds and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Article VI;

(vii) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the TIA or under any similar federal statute hereafter enacted and to add to this Indenture such other provisions as may be expressly required by the TIA;

(viii) to set forth the terms of any Series that has not theretofore been authorized by a Series Supplement;

(ix) to qualify the Transition Bonds for registration with a Clearing Agency; or

(x) to satisfy any Rating Agency requirements.

The Trustee is hereby authorized to join in the execution of any such Supplemental Indenture and to make any further appropriate agreements and stipulations that may be therein contained.

(b) The Issuer and the Trustee, when authorized by an Issuer Order, may, also without the consent of any of the Holders of the Transition Bonds, with the consent of the PUCT pursuant to Section 9.07 if such indenture or supplemental indenture increases ongoing qualified costs as defined in the Financing Order, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Transition Bonds under this Indenture; provided, however, that (i) as evidenced by an Issuer's Opinion of Counsel, such action shall not adversely affect in any material respect the interests of any Transition Bondholder and (ii) the Rating Agency Condition shall have been satisfied with respect thereto;

(c) The Trustee may, but shall not be required to, enter into any indenture supplemental hereto or to consent to or enter into any amendment of the Basic Documents unless it shall have received an Opinion of Counsel, addressed to the Trustee, satisfactory to it, that such supplement or amendment is authorized or permitted by this Article IX.

SECTION 9.02. SUPPLEMENTAL INDENTURES WITH CONSENT OF TRANSITION BONDHOLDERS. The Issuer and the Trustee, when authorized by an Issuer Order, also may, with the consent of the PUCT pursuant to Section 9.07 if the indenture or supplemental increases ongoing qualified costs as defined in the Financing Order, prior notice to the Rating Agencies and the consent of the Holders of not less than a majority of the Outstanding Amount of the Transition Bonds of the Series or Tranches to be affected, by Act of such Holders delivered to the Issuer and the Trustee, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Transition Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the Holder of each Outstanding Transition Bond of the Series or Tranches affected thereby:

(i) change the date of payment of any installment of Principal of or premium, if any, or Interest on any Transition Bond, or reduce the principal amount thereof, the Bond Rate thereon or the redemption price or the premium, if any, with respect thereto, change the provisions of this Indenture and the related applicable Series Supplement relating to the application of collections on, or the proceeds of the sale of, the Trust Estate to payment of Principal of or premium, if any, or Interest on the Transition Bonds, or change the currency in which any Transition Bond or the Interest thereon is payable;

(ii) impair the right to institute suit for the enforcement of the provisions of this Indenture requiring the application of funds available therefor, as provided in Article V, to the payment of any such amount due on the Transition Bonds on or after the respective due dates thereof (or, in the case of redemption, on or after the Redemption Date);

(iii) reduce the percentage of the Outstanding Amount of the Transition Bonds or of a Series or Tranche thereof, the consent of the Holders of which is required for any such Supplemental Indenture, or the consent of the Holders of which is required for any waiver of compliance with provisions of this Indenture or defaults hereunder and their

consequences provided for in this Indenture or modify or alter the provisions of the proviso to the definition of the term "Outstanding";

(iv) reduce the percentage of the Outstanding Amount of Transition Bonds of affected Series required to direct the Trustee to direct the Issuer to sell or liquidate the Series Trust Estate securing such Series pursuant to Section 5.04 or to preserve the Series Trust Estate related to such Series pursuant to Section 5.05;

(v) modify any provision of this Section 9.02 except to increase any percentage specified herein or to provide that those provisions of this Indenture or the other Basic Documents referenced in this Section cannot be modified or waived without the consent of the Holder of each Outstanding Transition Bond affected thereby;

(vi) modify any of the provisions of this Indenture in such manner so as to affect the amount of any payment of Interest, Principal or premium, if any, payable on any Transition Bond on any Payment Date or change the Redemption Dates, Expected Amortization Schedules or Series Final Maturity Dates or Tranche Final Maturity Dates of any Transition Bonds;

(vii) decrease the Required Capital Amount with respect to any Series;

(viii) modify or alter the provisions of this Indenture regarding the voting of Transition Bonds held by the Issuer, CenterPoint Houston, an Affiliate of either of them or any obligor on the Transition Bonds;

(ix) decrease the percentage of the aggregate principal amount of Transition Bonds required to amend the sections of this Indenture which specify the applicable percentage of the aggregate principal amount of the Transition Bonds necessary to amend any Basic Document; or

(x) permit the creation of any Lien ranking prior to or on a parity with the Lien of this Indenture with respect to any part of the Trust Estate or, except as otherwise permitted or contemplated herein, terminate the Lien of this Indenture on any property at any time subject hereto or deprive the Holder of any Transition Bond of the security provided by the Lien of this Indenture.

It shall not be necessary for the PUCT or any Act of Transition Bondholders under this Section 9.02 to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if the PUCT or such Act of Transition Bondholders shall approve the substance thereof.

Promptly after the execution by the Issuer and the Trustee of any Supplemental Indenture pursuant to this Section, the Trustee shall mail to the PUCT and the Holders of the Transition Bonds to which such amendment or Supplemental Indenture relates a notice setting forth in general terms the substance of such Supplemental Indenture. Any failure of the Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Indenture. If any Transition Bonds are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, the Issuer's listing agent shall arrange for

publication in accordance with such rules of a notice that the notice regarding the Supplemental Indenture shall be available with the Issuer's listing agent in Luxembourg appointed pursuant to the second paragraph of Section 3.02.

SECTION 9.03. EXECUTION OF SUPPLEMENTAL INDENTURES. In executing, or permitting the additional trusts created by any Supplemental Indenture permitted by this Article IX or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and subject to Sections 6.01 and 6.02, shall be fully protected in relying upon, an Issuer Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture that affects the Trustee's own rights, duties, liabilities or immunities under this Indenture or otherwise.

SECTION 9.04. EFFECT OF SUPPLEMENTAL INDENTURE. Upon the execution of any Supplemental Indenture pursuant to the provisions hereof, this Indenture shall be deemed to be modified and amended in accordance therewith with respect to each Series or Tranche of Transition Bonds affected thereby, and the respective rights, limitations of rights, obligations, duties, liabilities and immunities under this Indenture of the Trustee, the Issuer and the Holders of the Transition Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be and be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.05. CONFORMITY WITH TRUST INDENTURE ACT. Every amendment of this Indenture and every Supplemental Indenture executed pursuant to this Article IX shall conform to the requirements of the TIA as then in effect so long as this Indenture shall then be qualified under the TIA.

SECTION 9.06. REFERENCE IN TRANSITION BONDS TO SUPPLEMENTAL INDENTURES. Transition Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article IX may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Issuer or the Trustee shall so determine, new Transition Bonds so modified as to conform, in the opinion of the Trustee and the Issuer, to any such Supplemental Indenture may be prepared and executed by the Issuer and authenticated and delivered by the Trustee in exchange for Outstanding Transition Bonds.

SECTION 9.07. PUCT CONSENT. To the extent the consent of the PUCT is required to effect any amendment to, modification of, or supplemental indenture to this Indenture or any provision of this Indenture,

(a) The Issuer may request the consent of the PUCT by delivering to the PUCT's executive director and general counsel a written request for such consent, which request shall contain:

(i) a reference to Docket No. 30485 and to any other Docket No. under which a Financing Order has been issued and a statement as to the possible effect of the amendment, modification or supplemental indenture on ongoing qualified costs;

(ii) an Officer's Certificate stating that the proposed amendment, modification or supplemental indenture, as the case may be, has been approved by all parties to this Indenture; and

(iii) a statement identifying the person to whom the PUCT or its staff is to address its consent to the proposed amendment, modification or supplemental indenture or request additional time;

(b) The PUCT shall, within 30 days of receiving the request for consent complying with Section 9.07(a) above, either

(i) provide notice of its consent or lack of consent to the person specified in Section 9.07(a)(iii) above, or

(ii) be conclusively deemed to have consented to the proposed amendment, modification or supplemental indenture,

unless, within 30 days of receiving the request for consent complying with Section 9.07(a) above, the PUCT or its staff delivers to the office of the person specified in Section 9.07(a)(iii) above a written statement requesting an additional amount of time not to exceed 30 days in which to consider whether to consent to the proposed amendment, modification or supplemental indenture. If the PUCT or its staff requests an extension of time in the manner set forth in the preceding sentence, then the PUCT shall either provide notice of its consent or lack of consent to the person specified in Section 9.07(a)(iii) above no later than the last day of such extension of time or be conclusively deemed to have consented to the proposed amendment, modification or supplemental indenture on the last day of such extension of time. Any amendment, modification or supplemental indenture requiring the consent of the PUCT shall become effective on the later of (i) the date proposed by the parties to such amendment, modification or supplemental indenture and (ii) the first day after the expiration of the 30-day period provided for in Section 9.07(b)(ii), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended.

ARTICLE X

REDEMPTION OF TRANSITION BONDS

SECTION 10.01. MANDATORY REDEMPTION BY ISSUER. The Issuer shall redeem all Transition Bonds of a Series that have been called for redemption pursuant to this Indenture on the Redemption Date or Dates, if any, in the amounts required, if any, and at the redemption price specified in the Series Supplement for such Series, which in any case shall be not less than the outstanding Principal amount of the Bonds to be redeemed, plus accrued Interest thereon to, but excluding, such Redemption Date. If the Issuer is required to redeem the Transition Bonds of a Series pursuant to this Section 10.01, it shall furnish written notice of such requirement to the Trustee not later than 25 days prior to the Redemption Date for such

redemption and shall deposit with the Trustee the redemption price of the Transition Bonds to be redeemed plus all other amounts due and payable hereunder whereupon all such Transition Bonds shall be due and payable on the Redemption Date upon the furnishing of a notice complying with Section 10.02 hereof to each Holder of the Transition Bonds of such Series pursuant to this Section 10.01.

SECTION 10.02. FORM OF REDEMPTION NOTICE. Unless otherwise specified in the Series Supplement relating to a Series of Transition Bonds, notice of redemption under Section 10.01 hereof shall be given by the Trustee by first-class mail, postage prepaid, mailed not less than five days nor more than 45 days prior to the applicable Redemption Date to each Holder of Transition Bonds to be redeemed, as of the close of business on the Record Date preceding the applicable Redemption Date at such Holder's address appearing in the Transition Bond Register.

All notices of redemption shall state:

(1) the Redemption Date;

(2) if less than all Outstanding Transition Bonds of any Series are to be redeemed, the identification (and in the case of partial redemption of any Transition Bonds, the principal amounts) of the particular Transition Bonds to be redeemed;

(3) the redemption price;

(4) the place where such Transition Bonds are to be surrendered for payment of the redemption price and accrued interest (which shall be the office or agency of the Issuer to be maintained as provided in the first paragraph of Section 3.02 hereof);

(5) the CUSIP number, if applicable; and

(6) the principal amount of Transition Bonds to be redeemed.

Notice of redemption of the Transition Bonds to be redeemed shall be given by the Trustee in the name and at the expense of the Issuer. For so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, the Issuer's listing agent shall arrange that such notice will also be given by publication pursuant to such rules at least ten (10) days prior to the Redemption Date. Failure to give notice of redemption, or any defect therein, to any Holder of any Transition Bond selected for redemption shall not impair or affect the validity of the redemption of any other Transition Bond. Notice of optional redemption shall be irrevocable once given.

SECTION 10.03. PAYMENT OF REDEMPTION PRICE. If notice of redemption has been duly mailed, or duly waived by the Holders of all Transition Bonds called for redemption, and the redemption moneys have been duly deposited with the Trustee, then the Transition Bonds called for redemption shall be payable on the applicable Redemption Date at the applicable redemption price. No further Interest will accrue on the principal amount of any Transition Bonds called for redemption after the Redemption Date for such redemption if payment of the redemption price thereof has been duly provided for, and the Holder of such

Transition Bonds will have no rights with respect thereto, except to receive payment of the redemption price thereof and unpaid interest accrued to the Redemption Date. Payment of the redemption price together with accrued Interest shall be made by the Trustee to or upon the order of the Holders of the Transition Bonds called for redemption upon surrender of such Transition Bonds, and the Transition Bonds so redeemed shall cease to be of further effect and the Lien of this Indenture shall be released with respect to such Transition Bonds.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. COMPLIANCE CERTIFICATES AND OPINIONS, ETC. Upon any application or request by the Issuer to the Trustee to take any action under any provision of this Indenture, the Issuer shall furnish to the Trustee (i) an Issuer Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with, (ii) an Issuer Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with and (iii) (if required by the TIA) an Independent Certificate from a firm of certified public accountants meeting the applicable requirements of this Section 11.01, except that, in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(i) a statement that each signatory of such certificate or opinion has read or has caused to be read such covenant or condition and the definitions herein relating thereto;

(ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(iii) a statement that, in the opinion of each such signatory, such signatory has made such examination or investigation as is necessary to enable such signatory to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such signatory, such condition or covenant has been complied with.

SECTION 11.02. FORM OF DOCUMENTS DELIVERED TO TRUSTEE. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such

matters in one or several documents. Any certificate or opinion of the Issuer may be based, insofar as it relates to legal matters, upon, in the absence of bad faith, an Opinion of Counsel.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Whenever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Issuer shall deliver any document as a condition of the granting of such application, or as evidence of the Issuer's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Issuer to have such application granted or to the sufficiency of such certificate or report. The foregoing shall not, however, be construed to affect the Trustee's right to rely conclusively upon the truth and accuracy of any statement or opinion contained in any such document as provided in Article VI.

SECTION 11.03. ACTS OF TRANSITION BONDHOLDERS.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Transition Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Transition Bondholders in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Transition Bondholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 6.01) conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved in any manner that the Trustee deems sufficient.

(c) The ownership of Transition Bonds shall be proved by the Transition Bond Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Transition Bonds shall bind the Holder of every Transition Bond issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Transition Bond.

SECTION 11.04. NOTICES, ETC., TO TRUSTEE, PAYING AGENT, SECURITIES INTERMEDIARY, TRANSITION BOND REGISTRAR, ISSUER, PUCT AND RATING AGENCIES. Any request, demand, authorization, direction, notice, consent, waiver or Act of Transition Bondholders or other documents provided or permitted by this Indenture to be made upon, given or furnished to or filed with:

(a) the Trustee, the Paying Agent, the Securities Intermediary or the Transition Bond Registrar by any Transition Bondholder or by the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing, delivered personally, via facsimile transmission, by reputable overnight courier or by first-class mail, postage prepaid, to the Trustee, the Paying Agent or the Transition Bond Registrar, as applicable, at its Corporate Trust Office, or

(b) the Issuer by the Trustee, the Paying Agent, the Securities Intermediary, the Transition Bond Registrar or any Transition Bondholder shall be sufficient for every purpose hereunder if in writing, delivered personally, via facsimile transmission, by reputable overnight courier or by first-class mail, postage prepaid, to the Issuer addressed to: CenterPoint Energy Transition Bond Company II, LLC, 1111 Louisiana Street, Suite 4655B, Houston, Texas 77002, Attention: Manager, or at any other address previously furnished in writing to the Trustee by the Issuer. The Issuer shall promptly transmit any notice received by it from the Transition Bondholders to the Trustee, the Paying Agent and the Transition Bond Registrar.

Notices required to be given to the Rating Agencies by the Issuer, the Trustee, the Paying Agent, the Securities Intermediary, the Transition Bond Registrar or a Manager shall be in writing, delivered personally, via facsimile transmission, by reputable overnight courier or by first-class mail, postage prepaid, to: (i) in the case of Moody's: Moody's Investors Service, Inc., Attention: ABS Monitoring Department, 99 Church Street, New York, New York 10007; (ii) in the case of Standard & Poor's: Standard & Poor's, a division of The McGraw-Hill Companies, 55 Water Street New York, NY 10041, Attention: Asset Backed Surveillance Department; and (iii) in the case of Fitch: Fitch, Inc., 1 State Street Plaza, New York, New York 10004, Attention: ABS Surveillance.

Notices required to be given to the PUCT shall be in writing, delivered personally, via facsimile transmission, by reputable overnight courier or by first-class mail, postage prepaid, to Public Utility Commission of Texas, 1701 N. Congress Avenue, Austin, Texas 78711-3326, Attention: Executive Director and General Counsel.

SECTION 11.05. NOTICES TO TRANSITION BONDHOLDERS; WAIVER. Where this Indenture provides for notice to Transition Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and delivered by first-class mail, postage prepaid, to each Transition Bondholder affected by such event, at the address of such Transition Bondholder as it appears on the Transition Bond Register, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Transition Bondholders is given by mail, neither the failure to mail such notice nor any defect in any notice so mailed to any particular Transition Bondholder shall affect the sufficiency of such notice with respect to other Transition Bondholders, and any notice that is mailed in the manner herein provided shall conclusively be presumed to have been duly given.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Transition Bondholders shall

be filed with the Trustee but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such a waiver.

In case it shall be impractical to deliver notice in accordance with the first paragraph of this Section 11.05 to the Holders of Transition Bonds when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

Where this Indenture provides for notice to the Rating Agencies, failure to give such notice shall not affect any other rights or obligations created hereunder, and shall not under any circumstance constitute a Default or Event of Default.

SECTION 11.06. ALTERNATE PAYMENT AND NOTICE PROVISIONS. Notwithstanding any provision of this Indenture or any of the Transition Bonds to the contrary, the Issuer may enter into any agreement with any Holder of a Transition Bond providing for a method of payment, or notice by the Trustee or any Paying Agent to such Holder, that is different from the methods provided for in this Indenture for such payments or notices. The Issuer will furnish to the Trustee a copy of each such agreement and the Trustee will cause payments to be made and notices to be given in accordance with such agreements.

SECTION 11.07. NOTICES TO LUXEMBOURG STOCK EXCHANGE.

(a) For so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and to the extent the rules of such exchange so require, the Issuer shall notify the Luxembourg Stock Exchange and any agent appointed pursuant to the second paragraph of Section 3.02 if any rating assigned to such Transition Bonds is reduced or withdrawn and shall arrange for such notice to be published pursuant to the rules of such exchange.

(b) For so long as any Transition Bonds are listed on the Luxembourg Stock Exchange and the rules of such exchange so require, the Trustee shall make available to the Holders of such Transition Bonds and shall deposit in accordance with the written direction of the Issuer on file with the Issuer's listing agent in Luxembourg appointed pursuant to Section 3.02 copies of any documents executed in connection with this Indenture reasonably requested by the Issuer's listing agent and the reports of independent certified public accountants obtained with respect to the Issuer pursuant to this Indenture.

SECTION 11.08. CONFLICT WITH TRUST INDENTURE ACT. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Indenture by any of the provisions of the TIA, such required provision shall control.

The provisions of TIA Sections 310 through 317 that impose duties on any person (including the provisions automatically deemed included herein unless expressly excluded by this Indenture) are a part of and govern this Indenture, whether or not physically contained herein.

SECTION 11.09. EFFECT OF HEADINGS AND TABLE OF CONTENTS. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 11.10. SUCCESSORS AND ASSIGNS. All covenants and agreements in this Indenture and the Transition Bonds by the Issuer shall bind its successors and permitted assigns, whether so expressed or not.

All agreements of the Trustee in this Indenture shall bind its successors.

The Trustee shall provide written notice to the Rating Agencies of any assignment of its obligations under this Agreement.

SECTION 11.11. SEPARABILITY. In case any provision in this Indenture or in the Transition Bonds shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 11.12. BENEFITS OF INDENTURE. Nothing in this Indenture or in the Transition Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, and the Transition Bondholders, and any other party secured hereunder, and any other Person with an ownership interest in any part of the Trust Estate, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 11.13. LEGAL HOLIDAYS. In any case where the date on which any payment is due shall not be a Business Day, then (notwithstanding any other provision of the Transition Bonds or this Indenture) payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the date on which nominally due, and no interest shall accrue for the period from and after any such nominal date.

SECTION 11.14. GOVERNING LAW. THIS INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. NOTWITHSTANDING THE FOREGOING, FOR PURPOSES OF CHAPTER 8 OF THE UCC AS ENACTED IN THE STATE OF TEXAS AND ARTICLE 8 OF THE UCC AS ENACTED IN THE STATE OF NEW YORK, OR CHAPTER 8 OR ARTICLE 8 (OR CORRESPONDING PROVISION) OF THE UCC AS ENACTED IN ANY OTHER STATE, THE JURISDICTION OF THE SECURITIES INTERMEDIARY SHALL BE THE STATE OF NEW YORK.

SECTION 11.15. COUNTERPARTS. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 11.16. ISSUER OBLIGATION. No recourse may be taken, directly or indirectly, with respect to the obligations of the Issuer or the Trustee on the Transition Bonds or under this Indenture or any certificate or other writing delivered in connection herewith or therewith, against (i) the Member or any Manager, employee or agent of the Issuer or (ii) any stockholder, officer, director, employee or agent of the Trustee (it being understood that none of the Trustee's obligations are in its individual capacity).

SECTION 11.17. NO PETITION. The Trustee, by entering into this Indenture, and each Holder, by accepting a Transition Bond (or interest therein) issued hereunder, hereby

covenant and agree that they shall not, prior to the date that is one year and one day after the termination of this Indenture, acquiesce, petition or otherwise invoke or cause the Issuer or any Manager to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer under any insolvency law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of its respective property, or ordering the dissolution, winding up or liquidation of the affairs of the Issuer. Nothing in this paragraph shall preclude, or be deemed to estop, such Holder (A) from taking or omitting to take any action prior to such date in (i) any case or proceeding voluntarily filed or commenced by or on behalf of the Issuer under or pursuant to any such law or (ii) any involuntary case or proceeding pertaining to the Issuer that is filed or commenced by or on behalf of a person other than such Holder and is not joined in by such Holder (or any person to which such holder shall have assigned, transferred or otherwise conveyed any part of the obligations of the Issuer hereunder) under or pursuant to any such law, or (B) from commencing or prosecuting any legal action that is not an involuntary case or proceeding under or pursuant to any such law against the Issuer or any of its properties.

SECTION 11.18. INTERCREDITOR AGREEMENT. The Trustee is hereby authorized, upon receipt of an Issuer Request, to execute and deliver any Intercreditor Agreement provided to it by the Issuer that does not materially and adversely affect any Holder's rights in and to any Series Trust Estate, or otherwise hereunder. Such request shall be accompanied by an Officer's Certificate, upon which the Trustee may rely conclusively with no duty of independent investigation or inquiry, to the effect that such Intercreditor Agreement does not materially and adversely affect any Holder's rights in and to any Series Trust Estate or otherwise hereunder. Each Intercreditor Agreement shall be binding on the Holders.

IN WITNESS WHEREOF, the Issuer, the Trustee and the Securities Intermediary have caused this Indenture to be duly executed by their respective managers or officers thereunto duly authorized, all as of the day and year first above written.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC

By: /s/ MARC KILBRIDE

Name: Marc Kilbride
Title: Manager

WILMINGTON TRUST COMPANY, as Trustee

By: /s/ ERWIN M. SORIANO

Name: Erwin M. Soriano
Title: Assistant Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Securities Intermediary

By: /s/ JENNA KAUFMAN

Name: Jenna Kaufman
Title: Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS hereby agrees to act as Paying Agent, Transition Bond Registrar, authenticating agent and agent under Section 3.02 hereof, all as set forth in this Indenture.

By: /s/ JENNA KAUFMAN

Name: Jenna Kaufman
Title: Vice President

SCHEDULE 1

FORM OF SEMIANNUAL SERVICER'S CERTIFICATE
CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC
\$1,851,000,000 SERIES A TRANSITION BONDS

Pursuant to Section 6 of Annex 1 to the Transition
Property Servicing Agreement (the
"Agreement"), dated as of December 16, 2005,
between CenterPoint Energy Houston Electric,
LLC, as Servicer, and CenterPoint Energy
Transition Bond Company II, LLC, as Issuer,
the Servicer does hereby certify as follows:

Capitalized terms used in this
Semiannual Servicer's Certificate
have their respective meanings as
set forth in the Agreement.
References herein to certain
sections and subsections are
references

to the respective sections and subsections of the Agreement.

Collection Periods: _____ through _____
Payment Date: _____
Today's Date: _____

1. COLLECTIONS
ALLOCABLE AND
AGGREGATE
AMOUNTS

AVAILABLE FOR
CURRENT PAYMENT
DATE: i.

Remittances for
the December 16
through 31,
2005 Collection
Period 0.00 ii.

Remittances for
the January 1
through 31,
2006 Collection
Period 0.00
iii.

Remittances for
the February 1
through 28,
2006 Collection
Period 0.00 iv.

Remittances for
the March 1
through 31,
2006 Collection
Period 0.00 v.

Remittances for
the April 1
through 30,
2006 Collection
Period 0.00 vi.

Remittances for
the May 1
through 31,
2006 Collection
Period 0.00
vii.

Remittances for
the June 1
through 30,
2006 Collection
Period 0.00
viii.

Remittances for
the July 1
through 31,
2006 Collection
Period 0.00 ix.

Net Earnings on
Collection
Account 0.00 --
-- x. General
Subaccount
Balance (sum of
i through ix
above) 0.00 xi.
Excess Funds
Subaccount
Balance as of
Closing Date
0.00 xii.
Capital
Subaccount
Balance as of
Closing Date
9,255,000.00 --

xiii.
Collection
Account Balance
(sum of x
through xii
above) 0.00
==== 2.

OUTSTANDING
AMOUNTS AS OF
CLOSING DATE:
i. Tranche A-1
Principal
Balance 0.00
ii. Tranche A-2
Principal
Balance 0.00
iii. Tranche A-
3 Principal
Balance 0.00
iv. Tranche A-4
Principal
Balance 0.00 v.
Tranche A-5
Principal
Balance 0.00 --
-- vi.
Aggregate
Principal
Balance of all
Series A
Transition
Bonds 0.00 ====

3. REQUIRED
FUNDING/PAYMENTS
AS OF CURRENT
PAYMENT DATE:
Projected
Principal
Semiannual
Series A
Principal
Balance
Principal Due
i. Tranche A-1
0.00 0.00 ii.
Tranche A-2
0.00 0.00 iii.
Tranche A-3
0.00 0.00 iv.
Tranche A-4
0.00 0.00 v.
Tranche A-4
0.00 0.00 ----
---- vi. For
all Series A
Transition
Bonds 0.00 0.00
====
Transition Days
in Bond
Interest
Interest Rate

Period (1)
Interest Due
vii. Required
Tranche A-1
Interest 4.840%
0 0.00 viii.
Required
Tranche A-2
Interest 4.970%
0 0.00 ix.
Required
Tranche A-3
Interest 5.090%
0 0.00 x.
Required
Tranche A-4
Interest 5.170%
0 0.00 xi.
Required
Tranche A-5
Interest 5.302%
0 0.00 (1) On
30/360 Day
basis.

Funding
Required
Level
Required xii.
Capital
Subaccount
9,255,000.00
0.00 4.

ALLOCATION OF
REMITTANCES
AS OF CURRENT
PAYMENT DATE
PURSUANT TO
SECTION
[8.02(d)] OF
INDENTURE: i.
Trustee Fees
and Expenses
0.00 ii.
Servicing Fee
0.00 iii.
Administration
Fee and
Independent
Managers Fee
0.00 iv.
Operating
Expenses 0.00
v. Semiannual
Interest
(including
any past-due
Semiannual
Interest for
prior
periods) Per
\$1,000 of
Original
Series A
Aggregate
Principal
Amount 1.
Tranche A-1
Interest
Payment 0.00
0.00 2.
Tranche A-2
Interest
Payment 0.00
0.00 3.
Tranche A-3
Interest
Payment 0.00
0.00 4.
Tranche A-4
Interest
Payment 0.00
0.00 5.
Tranche A-5
Interest
Payment 0.00
0.00 vi.
Principal Due
and Payable
as a result
of Event of
Default or on
Final
Maturity Date
Per \$1,000 of
Original
Series A
Aggregate
Principal
Amount 1.
Tranche A-1
Principal
Payment 0.00
0.00 2.

Tranche A-2
Principal
Payment 0.00
0.00 3.

Tranche A-3
Principal
Payment 0.00
0.00 4.

Tranche A-4
Principal
Payment 0.00
0.00 5.

Tranche A-5
Principal
Payment 0.00
0.00 vii.
Semiannual
Principal Per
\$1,000 of
Original
Series A
Aggregate
Principal
Amount 1.

Tranche A-1
Principal
Payment 0.00
0.00 2.

Tranche A-2
Principal
Payment 0.00
0.00 3.

Tranche A-3
Principal
Payment 0.00
0.00 4.

Tranche A-4
Principal
Payment 0.00
0.00 5.

Tranche A-5
Principal
Payment 0.00
0.00 viii.
Amounts
Payable to
Credit
Enhancement
Providers (if
applicable)
N/A ix.
Operating
Expenses not
Paid under
Clause (iv)
above 0.00 x.
Funding of
Capital
Subaccount
(to required
level) 0.00
xi. Net
Earnings in
Capital
Subaccount
Released to
Issuer 0.00
xii. Deposits
to Excess
Funds
Subaccount
0.00 xiii.
Released to
Issuer upon
Series
Retirement:
Collection
Account 0.00

5. SUBACCOUNT
WITHDRAWALS
AS OF CURRENT

PAYMENT DATE
(IF
APPLICABLE,
PURSUANT TO
SECTION
[8.02(e)] OF
INDENTURE):
i. Excess
Funds
Subaccount
(available
for 4.i.
through
4.xi.) 0.00
ii. Capital
Subaccount
(available
for 4.i.
through
4.ix.) 0.00 -
--- iii.
Total
Withdrawals
0.00 =====

6.
OUTSTANDING
AMOUNT AND
COLLECTION
ACCOUNT
BALANCE AS
OF CURRENT
PAYMENT
DATE
(AFTER
GIVING
EFFECT TO
PAYMENTS
TO BE MADE
ON SUCH
PAYMENT
DATE):
Series A
i. Tranche
A-1
Principal
Balance
0.00 ii.
Tranche A-
2
Principal
Balance
0.00 iii.
Tranche A-
3
Principal
Balance
0.00 iv.
Tranche A-
4
Principal
Balance
0.00 v.
Tranche A-
5
Principal
Balance
0.00 ----
vi.
Aggregate
Principal
Balance
for all
Series A
Transition
Bonds 0.00
==== vii.
Excess
Funds
Subaccount
Balance
0.00 viii.
Capital
Subaccount
Balance
0.00 ----
ix.
Aggregate
Collection
Account
Balance
0.00 =====
7.
SHORTFALLS
IN
INTEREST
AND
PRINCIPAL
PAYMENTS
AS OF
CURRENT
PAYMENT
DATE

(AFTER
GIVING
EFFECT TO
PAYMENTS
TO BE MADE
ON SUCH
PAYMENT
DATE): i.
Semiannual
Interest
Series A
1. Tranche
A-1 Bond
Interest
Payment
0.00 2.
Tranche A-
2 Bond
Interest
Payment
0.00 3.
Tranche A-
3 Bond
Interest
Payment
0.00 4.
Tranche A-
4 Bond
Interest
Payment
0.00 5.
Tranche A-
5 Bond
Interest
Payment
0.00 ii.
Semiannual
Principal
Series A
1. Tranche
A-1
Principal
Payment
0.00 2.
Tranche A-
2
Principal
Payment
0.00 3.
Tranche A-
3
Principal
Payment
0.00 4.
Tranche A-
4
Principal
Payment
0.00 5.
Tranche A-
5
Principal
Payment
0.00 8.
SHORTFALLS
IN
REQUIRED
SUBACCOUNT
LEVELS AS
OF CURRENT
PAYMENT
DATE
(AFTER
GIVING
EFFECT TO
PAYMENTS
TO BE MADE
ON SUCH
PAYMENT
DATE): i.
Capital

Subaccount
0.00

IN WITNESS HEREOF, the undersigned has duly executed and delivered
this Semiannual Servicer's Certificate this _____ day of

_____, 20____.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, as Servicer

by:

[Name]
[Title]

SCHEDULE 2a

STATUTORY TRUE-SALE OPINION

[omitted from filing]

SCHEDULE 2b

STATE LAW SECURITY INTEREST OPINION

[omitted from filing]

SCHEDULE 2c

UCC OPINION

[omitted from filing]

APPENDIX A

MASTER DEFINITIONS

The definitions contained in this Appendix A are applicable to the singular as well as the plural forms of such terms.

"Accounts" means, collectively, the Collection Account (and each sub-account thereof, including, without limitation, the General Subaccount, the Capital Subaccount, the Overcollateralization Subaccount, the Defeasance Subaccount, the Excess Funds Subaccount and each Tranche Subaccount) and each REP Deposit Account.

"Act" has the meaning specified in Section 11.03 of the Indenture.

"Addition Notice" means, with respect to the transfer of Subsequent Transition Property to the Issuer, notice, which shall be given by the Seller to the Issuer, the PUCT and the Rating Agencies not later than 10 days prior to the related Subsequent Transfer Date, specifying the Subsequent Transfer Date for such Subsequent Transition Property.

"Adjustment Date" has the meaning specified in the applicable Servicing Agreement.

"Administration Agreement" means the Administration Agreement dated as of December 16, 2005, between CenterPoint Houston, as Administrator, and the Issuer, as the same may be amended and supplemented from time to time.

"Administrator" means CenterPoint Houston as administrator under the Administration Agreement and each successor to or assignee of CenterPoint Houston in the same capacity.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

"Annual Accountant's Report" has the meaning assigned to that term in the applicable Servicing Agreement.

"Authorized Denominations" means, with respect to any Series or Tranche of Transition Bonds, \$1,000 and integral multiples thereof, or such other denominations as may be specified in the Series Supplement therefor.

"Authorized Officer" means (i) with respect to any Person that is a corporation or a limited liability company, any manager, the Chairman of the Board, the Chief Executive Officer, the President, any Vice Chairman, any Executive Vice President, Senior Vice President or Vice President, the Treasurer or any Assistant Treasurer, the Secretary or any Assistant Secretary of such Person, (ii) with respect to any Person that is a partnership, the President, any Vice President, Treasurer or Secretary (or Assistant Secretary) of a general partner or managing

partner of such Person; provided that in respect of the Issuer, Authorized Officer means any Manager or the Member and, with respect to the Member, any officer who is authorized to act for the Member in matters relating to the Issuer and who is identified on the list of Authorized Officers delivered by the Member to the Trustee as of the date hereof (as such list may be modified or supplemented from time to time thereafter).

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time.

"Basic Documents" means the Issuer LLC Agreement, the Issuer Certificate of Formation, each Sale Agreement, each Servicing Agreement, each Intercreditor Agreement, each swap agreement, the Administration Agreement, the Indenture, any Supplemental Indentures, each DTC Agreement, each Underwriting Agreement and any Bills of Sale.

"Bill of Sale" means any bill of sale issued by the Seller to the Issuer pursuant to any Sale Agreement evidencing the sale of Transition Property by the Seller to the Issuer.

"Bond Rate" means, with respect to each Series or, if applicable, each Tranche of Transition Bonds, the rate at which interest accrues on the principal balance of Transition Bonds of such Series or Tranche, as specified in the Series Supplement therefor.

"Book-Entry Security" means a security maintained in the form of entries (including, without limitation, the security entitlements in, and the financial assets based on, such security) in the commercial book-entry system of the Federal Reserve System.

"Book-Entry Transition Bonds" means beneficial interests in the Transition Bonds, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in Section 2.11 of the Indenture.

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in the City of Houston, Texas, or in the City of New York, New York, are required or authorized by law or executive order to remain closed.

"Calculation Date" means, with respect to each Series of Transition Bonds, the date on which the calculations and filings set forth in Annex 1 to the applicable Servicing Agreement will be made each year.

"Capital Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"CenterPoint Houston" means CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its successors.

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and Treasury Regulations promulgated thereunder.

"Collection Account" has the meaning specified in Section 8.02(a) of the Indenture.

"Collections" means amounts collected in respect of Transition Charges.

"Commission" means the U.S. Securities and Exchange Commission, and any successor thereof.

"Corporate Trust Office" means, as the context requires, either (1) the principal office of the Trustee at which at any particular time its corporate trust business shall be administered, which office as of the date of the execution of this Indenture is located at Rodney Square North, 1100 North Market Street, Wilmington, Delaware 19890-0001, Attn: Corporate Trust Administration, Ref: CenterPoint Energy Transition Bond Company II, LLC, or at such other address as the Trustee may designate from time to time by notice to the Transition Bondholders and the Issuer, or the principal corporate trust office of any successor Trustee (the address of which the successor Trustee will provide to the Transition Bondholders and the Issuer) or (2) the principal office of the Paying Agent or Transition Bond Registrar at which at any particular time its corporate trust business shall be administered, each of which offices as of the date of the execution of this Indenture is located at Deutsche Bank Trust Company Americas, Attn: Peter Becker, Structured Finance Services, Trust & Securities Services, 60 Wall Street, 26th floor, Mail Stop NYC60-2606, New York, NY 10005, with a copy to Deutsche Bank National Trust Company, Attn: Peter Becker, Structured Finance Services, MS: 01-0105, 25 Deforest Ave, Summit, New Jersey 07901, or at such other address as the Paying Agent or Transition Bond Registrar respectively may designate from time to time by notice to the Transition Bondholders and the Issuer, or the principal corporate trust office of any successor Paying Agent or Transition Bond Registrar (the address of which the successor will provide to the Transition Bondholders, the Trustee and the Issuer).

"Covenant Defeasance Option" has the meaning specified in Section 4.01(b) of the Indenture.

"Customers" means all existing and future retail electric customers located within CenterPoint Houston's service territory as it existed on May 1, 1999, except for (A) certain categories of existing customers whose load had been lawfully served (i) by a fully operational qualifying facility before September 1, 2001 if the facility was supported by substantially complete filings for site-specific environmental permits on or before December 31, 1999, or (ii) by an on-site power production facility with a rated capacity of 10 megawatts or less or (B) customers in a multiple certificated service territory who requested to switch providers on or before May 1, 1999 or were not taking service from the CenterPoint Houston on, and do not do so after, May 1, 1999.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Defeasance Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"Definitive Transition Bonds" has the meaning specified in Section 2.11 of the Indenture.

"Depositing REP" means a retail electric provider, as that term is defined in the Texas Electric Choice Plan, who provides the Trustee with a cash deposit pursuant to the Financing Order.

"DTC" means The Depository Trust Company.

"DTC Agreement" means any applicable Letter of Representations among the Issuer, the Transition Bond Registrar and DTC or other applicable Clearing Agency, relating to the Clearing Agency's rights and obligations (in its capacity as Clearing Agency) with respect to any Book-Entry Transition Bonds, as the same may be amended and supplemented from time to time.

"Eligible Guarantor Institution" means a firm or other entity identified in Rule 17Ad-15 under the Exchange Act as "an eligible guarantor institution," including (as such terms are defined therein):

- (a) a bank;
- (b) a broker, dealer, municipal securities broker or dealer or government securities broker or dealer;
- (c) a credit union;
- (d) a national securities exchange, registered securities association or clearing agency; or
- (e) a savings association that is a participant in a securities transfer association.

"Eligible Institution" means:

- (a) the corporate trust department of the Trustee, so long as any of the securities of the Trustee have a credit rating from each Rating Agency in one of its generic rating categories which signifies investment grade, or
- (b) the trust department of a depository institution organized under the laws of the United States of America or any State (or any domestic branch of a foreign bank), which
 - (i) has either
 - (A) with respect to any Eligible Investment having a maturity of greater than one month, a long-term unsecured debt rating of "AA-" by Standard & Poor's, "A2" by Moody's and, if Fitch provides a rating thereon, the equivalent of the lower of those two ratings by Fitch or

(B) with respect to any Eligible Investment having a maturity of one month or less, a certificate of deposit rating of "A-1+" by Standard & Poor's, "P-1" by Moody's and, if Fitch provides a rating thereon, "F-1+" by Fitch, or any other long-term, short-term or certificate of deposit rating acceptable to the Rating Agencies, and

(ii) whose deposits are insured by the FDIC.

"Eligible Investments" mean Book-Entry Securities, negotiable instruments or securities represented by instruments in bearer or registered form which evidence:

(a) direct obligations of, and obligations fully and unconditionally guaranteed as to timely payment by, the United States of America;

(b) demand deposits, time deposits or certificates of deposit of any depository institution or trust company incorporated under the laws of the United States of America or any State thereof (or any domestic branch of a foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; provided, however, that at the time of the investment or contractual commitment to invest therein, the commercial paper or other short-term unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) thereof shall have either (i) a long-term unsecured debt rating from Moody's, Standard & Poor's and, if Fitch provides a rating thereon, Fitch of at least "Aa3," "AA" and "AA," respectively, or (ii) a certificate of deposit rating from Moody's and Standard & Poor's of at least "P-1" and "A-1+," respectively, and, if Fitch provides a rating thereon, "F-1+" by Fitch;

(c) commercial paper or other short term obligations of any Person organized under the laws of any State (other than CenterPoint Houston, Reliant Energy, Inc. or any of their affiliates) whose ratings, at the time of the investment or contractual commitment to invest therein, from Moody's and Standard & Poor's shall be at least "P-1" and "A-1+," respectively and, if Fitch provides a rating thereon, "F-1+" by Fitch;

(d) investments in money market funds having a rating from Moody's, Standard & Poor's and, if Fitch provides a rating thereon, Fitch of "Aaa," "AAA" and "AAA," respectively (including funds for which the Trustee or any of its Affiliates act as investment manager or advisor);

(e) bankers' acceptances issued by any depository institution or trust company referred to in clause (b) above;

(f) repurchase obligations with respect to any security that is a direct obligation of, or fully guaranteed by, the United States of America or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the United States of America, in either case entered into with a depository institution or trust company (acting as principal) described in clause (b) above;

(g) repurchase obligations with respect to any security or whole loan entered into with

(i) a depository institution or trust company (acting as principal) described in clause (b) above (any depository institution or trust company being referred to in this definition as a "financial institution"),

(ii) a broker/dealer (acting as principal) registered as a broker or dealer under Section 15 of the Exchange Act (any broker/dealer being referred to in this definition as a "broker/dealer"), the unsecured short-term debt obligations of which are rated at least "P-1" by Moody's, "A-1+" by Standard & Poor's and, if Fitch provides a rating thereon, "F-1+" by Fitch at the time of entering into this repurchase obligation, or

(iii) an unrated broker/dealer, acting as principal, that is a wholly-owned subsidiary of a non-bank or bank holding company the unsecured short-term debt obligations of which are rated at least "P-1" by Moody's, "A-1+" by Standard & Poor's and, if Fitch provides a rating thereon, "F-1+" by Fitch at the time of purchase so long as the obligations of such unrated broker/dealer are unconditionally guaranteed by such non-bank or bank holding company; or

(h) any other investment permitted by each of the Rating Agencies;

provided, that (a) any Book-Entry Security, instrument or security having a maturity of one month or less that would be an Eligible Investment but for its failure, or the failure of the obligor thereon, to have the rating specified above shall be an eligible investment if such Book-Entry Security, instrument or security, or the obligor thereon, has a short-term unsecured debt rating of at least "P-1" by Moody's, "A-1+" by S&P and, if Fitch provides a rating thereon, "F-1+" by Fitch, and (b) any Book-Entry Security, instrument or security having a maturity of greater than one month that would be an eligible investment but for its failure, or the failure of the obligor thereon, to have the rating specified above shall be an eligible investment if such Book-Entry Security, instrument or security, or the obligor thereon, has a long-term unsecured debt rating of at least "AA-" by S&P or "Aa3" by Moody's (and, if Fitch provides a rating thereon, "AA-" by Fitch) and a short-term unsecured debt rating of at least "P-1" by Moody's or the equivalent thereof by S&P (and Fitch, if Fitch provides a rating thereon);

provided, further, that unless otherwise permitted by the applicable Rating Agencies, upon the failure of any Eligible Institution to maintain any applicable rating set forth in this definition or the definition of Eligible Institution, the related investments at that institution shall be reinvested in Eligible Investments at a successor Eligible Institution within 10 days.

"Eligible Securities Account" means either:

(a) a segregated non-interest-bearing trust account with an Eligible Institution or

(b) a segregated non-interest-bearing trust account with the corporate trust department of a depository institution organized under the laws of the United States of

America or any State (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee for funds deposited in such account, so long as any of the unsecured securities of such depository institution shall have a credit rating from each Rating Agency in one of its generic rating categories which signifies investment grade.

"Event of Default" has the meaning specified in Section 5.01 of the Indenture.

"Excess Funds Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expected Final Payment Date" means, with respect to each Series or, if applicable, each Tranche of Transition Bonds, the date when all interest and principal is scheduled to be paid for that Series or Tranche in accordance with the Expected Amortization Schedule, as specified in the Series Supplement therefor.

"Expected Amortization Schedule" means, with respect to each Series or, if applicable, each Tranche of Transition Bonds, the expected amortization schedule for principal thereof, as specified in the Series Supplement therefor.

"FDIC" means the Federal Deposit Insurance Corporation or any successor.

"Federal Book-Entry Regulations" means (a) the federal regulations contained in Subpart B ("Treasury/Reserve Automated Debt Entry System (TRADES)") governing Book-Entry Securities consisting of U.S. Treasury bonds, notes and bills, and Subpart D ("Additional Provisions") of 31 C.F.R. part 357, Section 357.10 through Section 357.14 and Section 357.41 through Section 357.44 (including related defined terms in 31 C.F.R. Section 357.2); and (b) to the extent substantially identical to the federal regulations referred to in clause (a) above (as in effect from time to time), the federal regulations governing other Book-Entry Securities.

"Final Maturity Date" means, for each Series or, if applicable, each Tranche of Transition Bonds, the date by which all Principal and Interest on the Transition Bonds is required to be paid, as specified in the Series Supplement therefor.

"Financing Issuance" means an issuance of a new Series of Transition Bonds under the Indenture to provide funds to finance the purchase by the Issuer of Transition Property.

"Financing Order" means the Financing Order issued by the PUCT on March 16, 2005, in Docket No. 30485 and any subsequent financing order issued by the PUCT to CenterPoint Houston pursuant to which CenterPoint Houston transfers its rights and interests thereunder to the Issuer in connection with the issuance of a separate Series of Transition Bonds.

"Fitch" means Fitch Ratings or any successor thereto.

"Floating Rate Bonds" means any Series or Tranche of Transition Bonds that accrues interest at a variable rate determined as described in the related Series Supplement, if any.

"General Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"Grant" means mortgage, pledge, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, deliver, create and grant a lien upon and a security interest in and right of set-off against, deposit, set over and confirm pursuant to this Indenture. A Grant of the Trust Estate or of any other agreement or instrument shall include all rights, powers and options (but none of the obligations) of the Granting party thereunder, including the immediate and continuing right to claim for, collect, receive and give receipt for principal, interest and other payments in respect of the Trust Estate and all other moneys payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the Granting party or otherwise and generally to do and receive anything that the Granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Holder" or "Transition Bondholder" means the Person in whose name a Transition Bond of any Series or Tranche is registered on the Transition Bond Register.

"Indemnity Amounts" means any indemnification obligations payable by the Servicer pursuant to any Servicing Agreement, the Seller pursuant to any Sale Agreement or the Issuer pursuant to Section 6.07 of the Indenture.

"Indenture" means this Indenture dated as of December 16, 2005, among the Issuer, the Trustee and the Securities Intermediary, as the same may be amended and supplemented from time to time by one or more Series Supplements or Supplemental Indentures, and shall include the forms and terms of the Transition Bonds established thereunder.

"Independent" means, when used with respect to any specified Person, that the Person

(a) is in fact independent of the Issuer, any other obligor upon the Transition Bonds, CenterPoint Houston and any Affiliate of any of the foregoing Persons,

(b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, CenterPoint Houston or any Affiliate of any of the foregoing Persons and

(c) is not connected with the Issuer, any such other obligor, CenterPoint Houston or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Independent Certificate" means a certificate or opinion to be delivered to the Trustee made by an Independent appraiser from a nationally reputable appraisal firm or other expert appointed by an Issuer Order in the exercise of reasonable care, and such opinion or certificate shall state that the signer has read the definition of "Independent" in this Appendix A and that the signer is Independent within the meaning thereof.

"Initial Transfer Date" means the Series Issuance Date for the first Series of Transition Bonds.

"Intercreditor Agreement" means any intercreditor agreement that CenterPoint Houston, as Seller, enters into with the Trustee, the Issuer, CenterPoint Energy Transition Bond Company, LLC, Deutsche Bank Trust Company Americas, as successor in interest to Bankers Trust Co., as trustee under that certain indenture dated as of October 24, 2001, related to the transition bonds issued by CenterPoint Energy Transition Bond Company, LLC, and other parties.

"Interest" means, for any Payment Date for any Series or Tranche of Transition Bonds, the sum, without duplication, of:

(a) an amount equal to the amount of interest accrued at the applicable interest rates from the prior Payment Date or, with respect to the first Payment Date, the amount of interest accrued since the Initial Transfer Date, with respect to that Series or Tranche;

(b) any unpaid interest plus, to the extent permitted by law, any interest accrued on this unpaid interest at the applicable interest rate;

(c) if the Transition Bonds have been declared due and payable, all accrued and unpaid interest thereon; and

(d) with respect to a Series or Tranche to be redeemed prior to the next Payment Date, the amount of interest that will be payable as interest on such Series or Tranche upon such redemption.

"Issuer" means CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company, or any successor thereto pursuant to Section 3.11 of the Indenture.

"Issuer Certificate of Formation" means the Certificate of Formation of the Issuer that was filed with the Delaware Secretary of State on December 3, 2004, as amended and restated on December 14, 2005, as the same may be amended and restated from time to time.

"Issuer LLC Agreement" means the Limited Liability Company Agreement between the Issuer and CenterPoint Houston, as sole Member, effective as of December 3, 2004, as amended and restated on December 16, 2005, as the same may be amended and supplemented from time to time.

"Issuer Opinion of Counsel" means one or more written opinions of counsel who may, except as otherwise expressly provided in the Indenture, be employees of or counsel to the Issuer and who shall be satisfactory to the Trustee and the PUCT, and which opinion or opinions shall be addressed to the Trustee, as Trustee, and shall be in a form reasonably satisfactory to the Trustee.

"Issuer Officer's Certificate" means a certificate on behalf of the Issuer signed by any Authorized Officer of the Issuer and delivered to the Trustee.

"Issuer Order" or "Issuer Request" means a written order or request signed in the name of the Issuer by any one of its Authorized Officers and delivered to the Trustee.

"Legal Defeasance Option" has the meaning specified in Section 4.01(b) of the Indenture.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Losses" means collectively, any and all liabilities, obligations, losses, damages, payments, costs or expenses of any kind whatsoever.

"Majority Holders" means the Holders of a majority of the Outstanding Amount of the Transition Bonds of all Series.

"Manager" means any manager of the Issuer.

"Member" means CenterPoint Houston, as the sole member of the Issuer, or any successor thereto.

"Moody's" means Moody's Investors Service, Inc., or any successor thereto.

"Officer's Certificate" means, in respect of any Person, an officer's certificate signed by an Authorized Officer of such Person; provided that unless otherwise specified, any reference in the Indenture to an Officer's Certificate shall be to an Officer's Certificate of any Authorized Officer of the Issuer.

"Operating Expenses" means, with respect to the Issuer, all fees, costs and expenses owed by the Issuer with respect to a Series of Transition Bonds, including all amounts owed by the Issuer to the Trustee relating to that Series, the Servicing Fee relating to that Series (but excluding costs and expenses incurred by the Servicer except as specifically set forth in Section 5.08 of the Servicing Agreement relating to that Series), the fees and expenses relating to that Series payable by the Issuer to the Administrator under the Administration Agreement (but excluding any costs and expenses incurred by the Administrator in carrying out its duties under the Administration Agreement other than costs and expenses for services provided by unaffiliated third parties relating to that Series incurred by the Administrator in accordance with Sections 2 and 3 of the Administration Agreement), the fees and expenses relating to that Series payable by the Issuer to the independent managers of the Issuer, legal fees and expenses of the Servicer pursuant to the applicable Servicing Agreement relating to that Series, and legal and accounting fees, costs and expenses of the Issuer relating to that Series.

"Opinion of Counsel" means one or more written opinions of counsel who may be an employee of or counsel to CenterPoint Houston or the Issuer, which counsel shall be reasonably acceptable to the Trustee, the PUCT, the Issuer or the Rating Agencies and which shall be in form reasonably satisfactory to the Trustee or the PUCT, if applicable.

"Outstanding" with respect to Transition Bonds means, as of the date of determination, all Transition Bonds theretofore authenticated and delivered under the Indenture except:

(a) Transition Bonds theretofore canceled by the Transition Bond Registrar or delivered to the Transition Bond Registrar for cancellation;

(b) Transition Bonds or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent in trust for the Holders of such Transition Bonds; provided, however, that if such Transition

Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor, satisfactory to the Trustee; and

(c) Transition Bonds in exchange for or in lieu of other Transition Bonds which have been authenticated and delivered pursuant to the Indenture unless proof satisfactory to the Trustee is presented that any such Transition Bonds are held by a bona fide purchaser;

provided that in determining whether the Holders of the requisite Outstanding Amount of the Transition Bonds or any Series or Tranche thereof have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Transition Bonds owned by the Issuer, any other obligor upon the Transition Bonds, CenterPoint Houston or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be fully protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Transition Bonds that a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Transition Bonds so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Transition Bonds and that the pledgee is not the Issuer, any other obligor upon the Transition Bonds, the Servicer or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Outstanding Transition Bonds or, if the context requires, all Outstanding Transition Bonds of a Series or Tranche Outstanding at the date of determination.

"Overcollateralization Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"Paying Agent" means the entity so designated in Section 3.03 of the Indenture or any other Person that meets the eligibility standards for the Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make the payments of Principal of or premium, if any, or Interest on the Transition Bonds on behalf of the Issuer.

"Payment Date" means, with respect to each Series or, if applicable, each Tranche of Transition Bonds, each date or dates specified as Payment Dates for such Series or Tranche in the Series Supplement therefor, provided that if any such date is not a Business Day, the Payment Date shall be the Business Day immediately succeeding such date.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), business trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"Predecessor Transition Bond" means, with respect to any particular Transition Bond, every previous Transition Bond evidencing all or a portion of the same debt as that evidenced by such particular Transition Bond; and, for the purpose of this definition, any Transition Bond authenticated and delivered under Section 2.06 of the Indenture in lieu of a mutilated, lost,

destroyed or stolen Transition Bond shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Transition Bond.

"Principal" means, with respect to any Payment Date and each Series or, if applicable, each Tranche of Transition Bonds the sum, without duplication, of:

(a) the amount of principal scheduled to be paid on such Payment Date in accordance with the Expected Amortization Schedule;

(b) the amount of principal due on the Final Maturity Date of any Series or Tranche if such Payment Date is the final Maturity Date;

(c) the amount of principal due as a result of the occurrence and continuance of an Event of Default and acceleration of the Transition Bonds;

(d) the amount of principal and premium, if any, due as a result of a redemption of Transition Bonds prior to such Payment Date; and

(e) any unpaid and previously scheduled payments of principal and overdue payments of principal.

"Pro Rata" has the meaning specified for such term in Section 8.02(d) of the Indenture.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Projected Transition Bond Balance" means, as of any date, the anticipated Outstanding Amount of Transition Bonds after giving effect to payment of the sum of the amounts provided for in the Expected Amortization Schedules for each outstanding Series of Transition Bonds and such date.

"PUCT" means the Public Utility Commission of Texas or any successor entity thereto.

"Qualified Costs" has the meaning assigned to that term in the Texas Electric Choice Plan and one or more Financing Orders, in each case as applicable to the Series of Transition Bonds to which that Financing Order relates.

"Rating Agency" means any rating agency rating the Transition Bonds of any Tranche or Series at the time of issuance thereof at the request of the Issuer, which initially shall be Moody's, Fitch and S&P. If no such organization or successor is any longer in existence, "Rating Agency" shall be a nationally recognized statistical rating organization or other comparable Person designated by the Issuer, written notice of which designation shall be given to the Trustee and the Servicer.

"Rating Agency Condition," with respect to the issuance of a new Series of Transition Bonds, has the meaning set forth in Section 2.10(7) of the Indenture and, with respect to any other action, means the notification in writing to each Rating Agency of such action, and confirmation from S&P to the Trustee and the Issuer that such action will not result in a

reduction or withdrawal of the then current rating by such Rating Agency of any outstanding Series or Tranche of Transition Bonds.

"Record Date" means, with respect to any Payment Date for a Series or Tranche, the date set forth as such in the Series Supplement therefor.

"Redemption Date" means, with respect to each Series or, if applicable, each Tranche of Transition Bonds, the date for the redemption of the Transition Bonds of such Series or Tranche pursuant to Section 10.01 of the Indenture or the Series Supplement for such Series or Tranche, which in each case shall be a Payment Date.

"Refunding Issuance" means issuance of a new Series of Transition Bonds hereunder to pay the cost of refunding, through redemption or payment on the Expected Final Payment Date for a Series or Tranche of Transition Bonds, all or part of the Transition Bonds of such Series or Tranche to the extent permitted by the terms thereof.

"REP" means a retail electric provider under the Financing Order.

"REP Deposit Account" has the meaning specified in Section 8.06 of the Indenture.

"Required Capital Amount" means a capital contribution in an amount equal to the amount specified in the related Series Supplement, representing a capital contribution from CenterPoint Houston.

"Responsible Officer" means, with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee, including any Vice President, Director, Managing Officer, associate, Assistant Vice President, Secretary, Assistant Secretary, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Retiring Trustee" means a Trustee that resigns or vacates the office of Trustee for any reason.

"Sale Agreement" means the Sale Agreement for any Transition Property, in each case, between the Seller and the Issuer, as the same may be amended and supplemented from time to time.

"Securities Intermediary" means Deutsche Bank Trust Company Americas, as securities intermediary, or its successor or any successor securities intermediary under the Indenture.

"Seller" means CenterPoint Houston, or its successor, in its capacity as seller of the Transition Property to the Issuer pursuant to any Sale Agreement.

"Semiannual Servicer's Certificate" means the statement prepared by the Servicer and delivered to the Trustee with respect to each Series of Transition Bonds on or prior to each Payment Date therefor, the form of which is attached hereto as Schedule 1.

"Series" means any series of Transition Bonds issued by the Issuer and authenticated by the Trustee pursuant to the Indenture, as specified in the Series Supplement therefor.

"Series Final Maturity Date" means the Final Maturity Date for a Series.

"Series Issuance Date" means, with respect to any Series, the date on which the Transition Bonds of such Series are to be originally issued in accordance with Section 2.10 of the Indenture and the Series Supplement for such Series.

"Series Supplement" means a Supplemental Indenture that authorizes a particular Series of Transition Bonds.

"Series Trust Estate" has the meaning specified in a Series Supplement for a particular Series of Transition Bonds.

"Servicer" means CenterPoint Houston and each successor to or assignee of CenterPoint Houston, in its capacity as Servicer under the applicable Servicing Agreement for a Series of Transition Bonds.

"Servicer Default" means an event specified in the applicable Servicing Agreement.

"Servicing Agreement" means any Transition Property Servicing Agreement between the Issuer and the Servicer for the related Transition Property and acknowledged by the Trustee, as the same may be amended and supplemented from time to time.

"Servicing Fee" means the fee payable by the Issuer to the Servicer on each Payment Date with respect to each Series of Transition Bonds in the amount to be specified in the applicable Servicing Agreement.

"Standard & Poor's" or "S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, or any successor thereto.

"State" means any one of the 50 states of the United States of America or the District of Columbia.

"Subsequent Sale" means the sale of Transition Property after the date hereof, subject to the satisfaction of the conditions specified in any Sale Agreement and the Indenture.

"Subsequent Transfer Date" means any date on which a Subsequent Sale will be effective, specified in an Addition Notice.

"Subsequent Transition Property" means Transition Property (identified in the related Bill of Sale) sold by the Seller to the Issuer as of a Subsequent Transfer Date pursuant to a Sale Agreement.

"Successor Servicer" means a successor Servicer appointed by the Trustee pursuant to the applicable Servicing Agreement which will succeed to all the rights and duties of the Servicer under the Servicing Agreement.

"Supplemental Indenture" means a supplemental indenture entered into by the Issuer and the Trustee pursuant to Article IX of the Indenture.

"Texas Electric Choice Plan" means the Act of May 21, 1999, 76th Leg. R.S. ch. 405, 1999 (codified at Texas Utilities Code Section 39.001 et seq.).

"Tranche" means, with respect to any Series, any one of the classes of Transition Bonds of that Series, as specified in the Series Supplement for that Series.

"Tranche Final Maturity Date" means the Final Maturity Date of a Tranche, as specified in the Series Supplement for the related Series.

"Tranche Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"Transition Bond" means any of the transition bonds issued by the Issuer pursuant to the Indenture and one or more Supplemental Indentures authorizing such Series and also has the meaning given such term in the Texas Electric Choice Plan, as applicable to such Series.

"Transition Bond Balance" means, as of any date, the aggregate Outstanding Amount of all Series of Transition Bonds on such date.

"Transition Bond Owner" means, with respect to a Book-Entry Transition Bond, the Person who is the beneficial owner of such Book-Entry Transition Bond, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Transition Bond Register" has the meaning specified in Section 2.05 of the Indenture.

"Transition Bond Registrar" means Deutsche Bank Trust Company Americas, in its capacity as keeper of the Transition Bond Register, or any other Person appointed to act in such capacity by the Issuer pursuant to Section 2.05 of the Indenture.

"Transition Charge Adjustment Process" means the process by which Transition Charges are adjusted pursuant to the applicable Servicing Agreement and the Texas Electric Choice Plan.

"Transition Charges" means the nonbypassable amounts to be charged for the use or availability of electric services, approved by the PUCT in the Financing Order to recover Qualified Costs, that may be collected by CenterPoint Houston, its successors, assignees or other collection agents as provided for in the Financing Order.

"Transition Property" means the rights and interests of the Seller or its successor under any Financing Order once those rights are first transferred to the Issuer or pledged in connection with the issuance of the Transition Bonds, including the irrevocable right to impose, collect and receive through Transition Charges payable by retail electric customers within the Seller's certificated service area as it existed on May 1, 1999, an amount sufficient to cover the Qualified Costs of the Seller authorized in the Financing Order, the right to receive Transition Charges in amounts and at times sufficient to pay principal and interest and make other deposits in

connection with the Transition Bonds and all revenues and collections resulting from Transition Charges, and all Subsequent Transition Property.

"Trust Estate" means all Series Trust Estate securing all Transition Bonds issued under the Indenture.

"Trust Indenture Act or TIA" means the Trust Indenture Act of 1939 as in force on the date hereof, unless otherwise specifically provided.

"Trustee" means Wilmington Trust Company, as trustee, or its successor or any successor Trustee under the Indenture.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"Underwriters" means the underwriters who purchase Transition Bonds of any Series or Tranche from the Issuer and sell such Transition Bonds in a public offering.

"Underwriting Agreement" means any underwriting agreement entered into by the Issuer, CenterPoint Houston and the underwriters parties thereto in connection with the issuance of a separate Series of Transition Bonds in accordance with a Financing Order.

"U.S. Government Obligations" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option.

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

Issuer

and

WILMINGTON TRUST COMPANY

Trustee

DEUTSCHE BANK TRUST COMPANY AMERICAS

Securities Intermediary

FIRST SUPPLEMENTAL INDENTURE

Dated as of December 16, 2005

Senior Secured Transition Bonds, Series A

This FIRST SUPPLEMENTAL INDENTURE dated as of December 16, 2005 (this "Supplement"), by and among CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company (the "Issuer"), Wilmington Trust Company, a Delaware banking corporation, in its capacity as trustee (the "Trustee"), and Deutsche Bank Trust Company Americas, a New York banking corporation, in its capacity as securities intermediary (the "Securities Intermediary") is entered into pursuant to the Indenture dated as of even date herewith among the Issuer, the Trustee and the Securities Intermediary (the "Indenture").

PRELIMINARY STATEMENT; GRANTING CLAUSE

Section 9.01 of the Indenture provides, among other things, that the Issuer and the Trustee may at any time and from time to time enter into one or more Supplemental Indentures for the purpose of authorizing the issuance by the Issuer of a Series of Transition Bonds and specifying the terms thereof. The Issuer has duly authorized the execution and delivery of this Supplement and the creation of a Series of Transition Bonds with an initial aggregate principal amount of \$1,851,000,000 to be known as the Issuer's Senior Secured Transition Bonds, Series A (the "Senior Secured Transition Bonds, Series A"). All acts and all things necessary to make the Senior Secured Transition Bonds, Series A, when duly executed by the Issuer and authenticated by or on behalf of the Trustee as provided in the Indenture and this Supplement and issued by the Issuer, the valid, binding and legal obligations of the Issuer and to make this Supplement a valid and enforceable supplement to the Indenture have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly and lawfully authorized. The Issuer and the Trustee are executing and delivering this Supplement in order to provide for the Senior Secured Transition Bonds, Series A.

The "Series Trust Estate" shall consist of, and the Issuer hereby absolutely and irrevocably Grants to the Trustee, as trustee for the benefit of the Holders of the Senior Secured Transition Bonds, Series A issued and outstanding, all of the Issuer's right, title and interest whether now owned or hereafter acquired (and whether now existing or hereafter arising), in, to and under (a) the Transition Property relating to the Senior Secured Transition Bonds, Series A purchased by the Issuer pursuant to the Sale Agreement relating to the Senior Secured Transition Bonds, Series A and all proceeds thereof, (b) the Sale Agreement relating to the Senior Secured Transition Bonds, Series A, (c) the Bill of Sale delivered by the Seller pursuant to the Sale Agreement relating to the Senior Secured Transition Bonds, Series A, (d) the Servicing Agreement relating to the Senior Secured Transition Bonds, Series A and the Intercreditor Agreement executed in connection therewith, (e) the Administration Agreement, (f) the Collection Account relating to the Senior Secured Transition Bonds, Series A and all subaccounts thereof (including, without limitation, the General Subaccount, the Overcollateralization Subaccount, the Capital Subaccount and the Excess Funds Subaccount relating to the Senior Secured Transition Bonds, Series A) and all cash, securities, instruments, investment property or other assets credited to or deposited in that Collection Account or any subaccount thereof from time to time or purchased with funds therefrom, and all financial assets and securities entitlements carried therein or credited thereto, (g) the REP Deposit Account relating to the Senior Secured Transition Bonds, Series A, (h) all other property of whatever kind owned from time to time by the Issuer other than any cash released to the Issuer by the Trustee pursuant to Section 8.02 of the Indenture, (i) all present and future claims, demands, causes and choses in action in respect of any or all of the foregoing and (j) all payments on or under and all

proceeds of every kind and nature whatsoever in respect of any or all of the foregoing, including all proceeds of the conversion, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts, accounts receivable, general intangibles, notes, drafts, acceptances, chattel paper, checks, deposit accounts, insurance proceeds, condemnation awards, payment intangibles, letter-of-credit rights, investment property, commercial tort claims, documents, rights to payment of any and every kind, and other forms of obligations and receivables, instruments and other property which at any time constitute all or part of or are included in the proceeds of any of the foregoing; provided, however, that, for the avoidance of doubt, the Series Trust Estate does not include any funds received by the issuer representing payments in respect of letters of credit for which each of Deutsche Bank Trust Company Americas and Wilmington Trust Company is the beneficiary.

Such Grant is made to the Trustee to have and to hold in trust to secure the payment of principal of and premium, if any, and interest on, and any other amounts (including all fees, expenses, counsel fees and other amounts due and owing to the Trustee, and any credit enhancement provider) owing in respect of, the Senior Secured Transition Bonds, Series A equally and ratably without prejudice, preference, priority or distinction, except as expressly provided in the Indenture and this Supplement and to secure performance by the Issuer of all of the Issuer's obligations under the Indenture and this Supplement with respect to the Senior Secured Transition Bonds, Series A, all as provided in the Indenture and this Supplement; provided, however, that in no event shall the proceeds of the issuance of the Senior Secured Transition Bonds, Series A constitute a portion of the Series Trust Estate.

The Trustee, as trustee on behalf of the Holders of the Transition Bonds, acknowledges such Grant, accepts the trusts hereunder in accordance with the provisions hereof and agrees to perform its duties as set forth in the Indenture and this Supplement.

ARTICLE I

DEFINITIONS

All terms used in this Supplement that are defined in the Indenture, either directly or by reference therein, have the meanings assigned to such terms in the Indenture, except to the extent such terms are defined or modified in this Supplement or the context clearly requires otherwise.

ARTICLE II

OTHER DEFINITIONAL PROVISIONS

SECTION 2.01. "Authorized Denominations" means \$1,000 and integral multiples thereof, except for one Transition Bond of each Tranche which may be of a smaller denomination.

SECTION 2.02. "Calculation Period" means, with respect to a Payment Date, the period from and including the preceding Payment Date to but excluding such Payment Date, or in the case of the first Calculation Period, from and including the Series Issuance Date to but excluding the initial Payment Date.

SECTION 2.03. "Expected Amortization Schedule" means Schedule A to this Supplement.

SECTION 2.04. "Expected Final Payment Date" means, with respect to any Tranche of the Senior Secured Transition Bonds, Series A, the expected final payment date therefor, as specified in Article IV of this Supplement.

SECTION 2.05. "Final Maturity Date" means, with respect to any Tranche of the Senior Secured Transition Bonds, Series A, the final maturity date thereof, as specified in Article IV of this Supplement.

SECTION 2.06. "Interest Rate" has the meaning set forth in Article IV of this Supplement.

SECTION 2.07. "Overcollateralization Amount" has the meaning set forth in Section 5.04 of this Supplement.

SECTION 2.08. "Payment Date" has the meaning set forth in Section 5.01 of this Supplement.

SECTION 2.09. "Record Date" shall mean, with respect to any Payment Date, the close of business on the Business Day prior to such Payment Date.

SECTION 2.10. "Required Capital Amount" has the meaning set forth in Section 5.05 of this Supplement.

SECTION 2.11. "Series Issuance Date" has the meaning set forth in Section 3.02 of this Supplement.

ARTICLE III

DESIGNATION; SERIES ISSUANCE DATES

SECTION 3.01. DESIGNATION. The Senior Secured Transition Bonds, Series A shall be designated generally as the Issuer's Senior Secured Transition Bonds, Series A and further denominated as Tranches A-1, A-2, A-3, A-4 and A-5.

SECTION 3.02. SERIES ISSUANCE DATE. The Senior Secured Transition Bonds, Series A that are authenticated and delivered by the Trustee to or upon the written order of the Issuer on December 16, 2005 (the "Series Issuance Date") shall have as their date of authentication December 16, 2005. Each other Senior Secured Transition Bond, Series A shall be dated the date of its authentication.

SECTION 3.03. BOOK-ENTRY. Upon original issuance, the Senior Secured Transition Bonds, Series A will be issued in the form of a typewritten Transition Bond or Transition Bonds representing the Book-Entry Transition Bonds, to be delivered to DTC, as the initial Clearing Agency, by, or on behalf of, the Issuer, pursuant to Section 2.11 of the Indenture.

ARTICLE IV

INITIAL PRINCIPAL BALANCE; INTEREST RATE; EXPECTED
FINAL PAYMENT DATE; FINAL MATURITY DATE

(a) The Transition Bonds of each Tranche of the Senior Secured Transition Bonds, Series A shall have the initial principal balance, Expected Final Payment Date and Final Maturity Date and bear interest at the interest rate (the "Interest Rate") as set forth below:

Series	Initial Principal Balance	Expected Final Payment Date	Final Maturity Date	Interest Rate
A-1	\$250,000,000	2/1/09	2/1/11	4.84%
A-2	\$368,000,000	8/1/12	8/1/14	4.97%
A-3	\$252,000,000	2/1/14	8/1/15	5.09%
A-4	\$519,000,000	8/1/17	8/1/19	5.17%
A-5	\$462,000,000	8/1/19	8/1/20	5.302%

(b) The Expected Final Payment Date for each Tranche of the Senior Secured Transition Bonds, Series A will be the date when the outstanding principal balance of that Tranche will be reduced to zero if payments are made according to the Expected Amortization Schedule for that Tranche. The Final Maturity Date for each Tranche of the Senior Secured Transition Bonds, Series A will be the date when the Issuer is required to pay the entire remaining unpaid principal balance, if any, of all outstanding Senior Secured Transition Bonds, Series A of that Tranche.

(c) Interest on the Senior Secured Transition Bonds, Series A will be paid before Principal of the Senior Secured Transition Bonds, Series A. If there is a shortfall in the amounts available in the Collection Account to make interest payments, the Trustee will distribute Interest Pro Rata to each Outstanding Tranche of Senior Secured Transition Bonds, Series A based on the amount of Interest payable on each Outstanding Tranche. Interest on the Senior Secured Transition Bonds, Series A will be calculated on the basis of a 360-day year of twelve 30-day months.

ARTICLE V

PAYMENT DATES; EXPECTED AMORTIZATION SCHEDULE
FOR PRINCIPAL; INTEREST; OVERCOLLATERALIZATION
AMOUNT; REQUIRED CAPITAL AMOUNT; WATERFALL CAPS

SECTION 5.01. PAYMENT DATES. The "Payment Dates" for the Senior Secured Transition Bonds, Series A are February 1 and August 1 of each year or, if any such date is not a Business Day, the next succeeding Business Day, commencing on August 1, 2006, and continuing until the earlier of repayment of such Tranche in full and the applicable Final Maturity Date.

SECTION 5.02. EXPECTED AMORTIZATION SCHEDULE FOR PRINCIPAL. Unless an Event of Default has occurred and is continuing and the unpaid

principal amount of all Tranches of Senior Secured Transition Bonds, Series A has been declared to be due and payable together with accrued and unpaid interest thereon, on each Payment Date the Trustee shall distribute to the Holders of record of the Senior Secured Transition Bonds, Series A as of the related Record Date amounts payable in respect of the Senior Secured Transition Bonds, Series A pursuant to Section 8.02(d) of the Indenture as Principal, in accordance with the Expected Amortization Schedule. To the extent that more than one Tranche of the Senior Secured Transition Bonds, Series A is to receive payments of Principal in accordance with the Expected Amortization Schedule on any Payment Date, such amounts will be allocated Pro Rata between such Tranches based on the Principal scheduled to be paid to such Tranches in accordance with the Expected Amortization Schedule on such Payment Date; provided, however, that if one or more Tranches did not receive Principal on the prior Payment Date and as a result the aggregate Outstanding Amount of such Tranche or Tranches was not reduced to the balance indicated in the Expected Amortization Schedule on such Payment Date, then such Tranches will be:

(a) allocated funds from the applicable subaccount to make up such shortfalls prior to any Tranches receiving funds in respect of Principal scheduled to be paid on the current Payment Date, and

(b) allocated funds from the applicable subaccount in respect of prior shortfalls on a Pro Rata basis based on the amount each such shortfall bears to the aggregate shortfalls;

provided, however, that other than in the event of an acceleration in no event shall a Principal payment pursuant to this Section 5.02 on any Tranche on a Payment Date be greater than the amount that reduces the Outstanding Amount of such Tranche of Senior Secured Transition Bonds, Series A to the amount specified in the Expected Amortization Schedule for such Tranche and Payment Date.

SECTION 5.03. INTEREST.

(a) Interest will be payable on each Tranche of the Senior Secured Transition Bonds, Series A on each Payment Date as follows:

- 1 if there has been a payment default, any Interest payable but unpaid on any prior Payment Date, together with Interest on such unpaid Interest, if any, and
- 2 accrued Interest on the principal balance of each Tranche of the Senior Secured Transition Bonds, Series A as of the close of business on the preceding Payment Date, or the date of the original issuance of the Tranche of the Senior Secured Transition Bonds, Series A, as applicable, after giving effect to all payments of Principal made on the preceding Payment Date;

provided, however, that, with respect to the initial Payment Date or if no payment has yet been made, interest on the outstanding principal balance shall accrue from and including the Series Issuance Date to, but excluding, the following Payment Date, and thereafter from and including the previous Payment Date to, but excluding, the applicable

Payment Date until the Transition Bonds have been paid in full, at the interest rate indicated in Article IV.

SECTION 5.04. OVERCOLLATERALIZATION AMOUNT. The "Overcollateralization Amount" for the Senior Secured Transition Bonds, Series A shall be zero dollars (\$0).

SECTION 5.05. REQUIRED CAPITAL AMOUNT. The "Required Capital Amount" for the Senior Secured Transition Bonds, Series A shall be \$9,255,000, which is equal to 0.5% of the initial outstanding principal balance of the Senior Secured Transition Bonds, Series A.

SECTION 5.06. PREMIUM. There will be no early redemption of the Senior Secured Transition Bonds, Series A, and therefore no Premium will be payable in connection with the early redemption of the Senior Secured Transition Bonds, Series A.

SECTION 5.07. WATERFALL CAPS The Indemnity Amounts payable with respect to the Senior Secured Transition Bonds, Series A pursuant to Section 8.02(d)(i) shall not exceed \$800,000 during any calendar year. The amounts paid in respect of the Trustee's fees and expenses in Section 8.02(d)(i), the Servicing Fee in Section 8.02(d)(ii), the administration and independent managers' fees in Section 8.02(d)(iii), the ordinary periodic Operating Expenses in Section 8.02(d)(iv) and the remaining Operating Expenses in Section 8.02(d)(ix) shall not exceed \$1,278,500 in the aggregate during any calendar year unless the PUCT approves a different aggregate amount of such payments.

ARTICLE VI

AUTHORIZED DENOMINATIONS

The Senior Secured Transition Bonds, Series A shall be issuable in the Authorized Denominations.

ARTICLE VII

REDEMPTION

The Senior Secured Transition Bonds, Series A shall not be subject to mandatory or optional redemption.

ARTICLE VIII

CREDIT ENHANCEMENT

No credit enhancement (other than the Overcollateralization Amount, the Excess Funds Account, the Required Capital Amount and any adjustments to the Transition Charges approved by the PUCT as provided in the Texas Electric Choice Plan) is provided for the Senior Secured Transition Bonds, Series A.

ARTICLE IX

DELIVERY AND PAYMENT FOR THE SENIOR SECURED TRANSITION
BONDS, SERIES A; FORM OF THE SENIOR SECURED TRANSITION BONDS,
SERIES A

The Trustee shall deliver or cause to be delivered the Senior Secured Transition Bonds, Series A to the Issuer when authenticated in accordance with Section 2.02 of the Indenture. Each Senior Secured Transition Bond, Series A shall be in the form of Exhibit A hereto, which is incorporated herein by reference.

ARTICLE X

MISCELLANEOUS

SECTION 10.01. CONFIRMATION OF INDENTURE. As supplemented by this Supplement, the Indenture is in all respects ratified and confirmed and the Indenture, as so supplemented by this Supplement, shall be read, taken, and construed as one and the same instrument.

SECTION 10.02. EFFECTS OF HEADINGS. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10.03. COUNTERPARTS. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

SECTION 10.04. GOVERNING LAW. This Supplement shall be construed in accordance with the laws of the State of Texas, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

SECTION 10.05. RIGHTS OF TRUSTEE, SECURITIES INTERMEDIARY and OTHERS. The Trustee, the Securities Intermediary, the authenticating agent, the Transition Bond Registrar and the Paying Agent shall be entitled to the same rights, protections, immunities, and indemnities set forth in the Indenture as if specifically set forth herein.

IN WITNESS WHEREOF, the Issuer, the Trustee and the Securities Intermediary have caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC,
as Issuer

By: /s/ MARC KILBRIDE

Name: Marc Kilbride
Title: Manager

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Trustee on behalf of the
Transition Bondholders

By: /s/ ERWIN M. SORIANO

Name: Erwin M. Soriano
Title: Assistant Vice President

DEUTSCHE BANK TRUST COMPANY AMERICAS,
not in its individual capacity but
solely as Securities Intermediary

By: /s/ JENNA KAUFMAN

Name: Jenna Kaufman
Title: Vice President

SCHEDULE A

Expected Amortization Schedule

Outstanding Principal Balance

PAYMENT DATE	TRANCHE A-1 BALANCE	TRANCHE A-2 BALANCE	TRANCHE A-3 BALANCE	TRANCHE A-4 BALANCE	TRANCHE A-5 BALANCE
Series Issuance					
Date	\$250,000,000	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
8/1/06	\$231,435,317	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
2/1/07	\$179,908,675	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
8/1/07	\$144,571,638	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
2/1/08	\$ 89,916,590	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
8/1/08	\$ 50,875,178	\$368,000,000	\$252,000,000	\$519,000,000	\$462,000,000
2/1/09	-	\$360,066,563	\$252,000,000	\$519,000,000	\$462,000,000
8/1/09	-	\$317,117,443	\$252,000,000	\$519,000,000	\$462,000,000
2/1/10	-	\$253,934,484	\$252,000,000	\$519,000,000	\$462,000,000
8/1/10	-	\$207,053,841	\$252,000,000	\$519,000,000	\$462,000,000
2/1/11	-	\$139,554,687	\$252,000,000	\$519,000,000	\$462,000,000
8/1/11	-	\$ 88,537,461	\$252,000,000	\$519,000,000	\$462,000,000
2/1/12	-	\$ 16,503,845	\$252,000,000	\$519,000,000	\$462,000,000
8/1/12	-	-	\$213,121,395	\$519,000,000	\$462,000,000
2/1/13	-	-	\$136,291,216	\$519,000,000	\$462,000,000
8/1/13	-	-	\$ 76,210,864	\$519,000,000	\$462,000,000
2/1/14	-	-	-	\$513,249,049	\$462,000,000
8/1/14	-	-	-	\$448,198,338	\$462,000,000
2/1/15	-	-	-	\$360,804,209	\$462,000,000
8/1/15	-	-	-	\$290,434,163	\$462,000,000
2/1/16	-	-	-	\$197,270,773	\$462,000,000
8/1/16	-	-	-	\$121,240,531	\$462,000,000
2/1/17	-	-	-	\$ 21,943,148	\$462,000,000
8/1/17	-	-	-	-	\$401,924,376
2/1/18	-	-	-	-	\$296,111,800
8/1/18	-	-	-	-	\$207,644,275
2/1/19	-	-	-	-	\$ 94,860,410
8/1/19	-	-	-	-	-

EXHIBIT A TO FIRST SUPPLEMENTAL INDENTURE

REGISTERED

\$

No. _____

SEE REVERSE FOR CERTAIN DEFINITIONS

CUSIP NO.

THE PRINCIPAL OF THIS TRANCHE [] SENIOR SECURED TRANSITION BOND, SERIES A WILL BE PAID IN INSTALLMENTS AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS TRANCHE [] SENIOR SECURED TRANSITION BOND, SERIES A AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. THE HOLDER OF THIS TRANCHE [] SENIOR SECURED TRANSITION BOND, SERIES A HEREBY COVENANTS AND AGREES THAT PRIOR TO THE DATE THAT IS ONE YEAR AND ONE DAY AFTER THE PAYMENT IN FULL OF THE TRANCHE [] SENIOR SECURED TRANSITION BONDS, SERIES A, IT WILL NOT INSTITUTE AGAINST OR JOIN ANY OTHER PERSON IN INSTITUTING AGAINST THE ISSUER ANY BANKRUPTCY, REORGANIZATION, ARRANGEMENT, INSOLVENCY OR LIQUIDATION PROCEEDINGS OR OTHER SIMILAR PROCEEDINGS UNDER THE LAWS OF THE UNITED STATES OR ANY STATE OF THE UNITED STATES.

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

SENIOR SECURED TRANSITION BONDS, SERIES A, Tranche [].

Bond Rate	Initial Principal Amount	Expected Final Payment Date	Tranche Final Maturity Date
----- _____%	----- \$_____	----- _____	----- _____

CenterPoint Energy Transition Bond Company II, LLC, a limited liability company organized and existing under the laws of the State of Delaware (herein referred to as the "Issuer"), for value received, hereby promises to pay to the registered holder under Section 2.05 of the Indenture ("Registered Holder"), or registered assigns, the Initial Principal Amount shown above in semiannual installments on the Payment Dates (as defined below) and in the amounts specified on the reverse hereof or, if less, the amounts determined pursuant to Section 8.02(d) of the Indenture, in each year, commencing on the date determined as provided on the reverse hereof and ending on or before the Final Maturity Date of this Tranche [] Senior Secured Transition Bond, Series A, to pay the entire unpaid principal hereof on such Final Maturity Date and to pay Interest, at the Bond Rate shown above, on each February 1 and August 1, or if any such day is not a Business Day, the next succeeding Business Day, commencing on August 1, 2006 and continuing until the earlier of the payment of the Principal hereof and the Final Maturity Date of this Tranche [] Senior Secured Transition Bond, Series A

(each a "Payment Date"), on the Principal amount of this Tranche [] Senior Secured Transition Bond, Series A outstanding from time to time. Interest on this Tranche [] Senior Secured Transition Bond, Series A will accrue for each Payment Date from the most recent Payment Date on which Interest has been paid to but excluding such Payment Date or, if no Interest has yet been paid, from December 16, 2005. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Such Principal of and Interest on this Tranche [] Senior Secured Transition Bond, Series A shall be paid in the manner specified on the reverse hereof.

The Principal of and Interest on this Tranche [] Senior Secured Transition Bond, Series A are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Tranche [] Senior Secured Transition Bond, Series A shall be applied first to Interest due and payable on this Tranche [] Senior Secured Transition Bond, Series A as provided above and then to the unpaid Principal of and premium, if any, on this Tranche [] Senior Secured Transition Bond, Series A, all in the manner set forth in Section 8.02(d) of the Indenture.

This Tranche [] Senior Secured Transition Bond, Series A is a "transition bond" as such term is defined in the Texas Electric Choice Plan. Principal and Interest on this Tranche [] Senior Secured Transition Bond, Series A are payable from and secured primarily by the transition property authorized by the Financing Order. The Texas Electric Choice Plan provides that the State of Texas pledges "for the benefit and protection of financing parties and the electric utility, that it will not take or permit any action that would impair the value of the transition property, or except as permitted . . . [through the Transition Charge Adjustment Process] . . . reduce, alter, or impair the transition charges to be imposed, collected, and remitted to financing parties, until the principal, interest, and premium, and any other charges incurred and contracts to be performed in connection with the related transition bonds have been paid and performed in full."

Reference is made to the further provisions of this Tranche [] Senior Secured Transition Bond, Series A set forth on the reverse hereof, which shall have the same effect as though fully set forth on the face of this Tranche [] Senior Secured Transition Bond, Series A.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Tranche [] Senior Secured Transition Bond, Series A shall not be entitled to any benefit under the Indenture referred to on the reverse hereof, or be valid or obligatory for any purpose.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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IN WITNESS WHEREOF, the Issuer has caused this instrument to be signed, manually or in facsimile, by an Authorized Officer of the Issuer.

Date: _____

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC

By: _____

Name: _____

Title: _____

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

Dated: _____, 200_

This is one of the Tranche [] Senior Secured Transition Bonds,
Series A designated above and referred to in the within-mentioned Indenture.

WILMINGTON TRUST COMPANY,
not in its individual capacity but
solely as Trustee on behalf of the
Transition Bondholders

By: DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Authenticating Agent

By: _____
Name:
Title:

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REVERSE OF TRANSITION BOND

This Tranche [] Senior Secured Transition Bond, Series A is one of a duly authorized issue of Transition Bonds of the Issuer, designated as its Transition Bonds, Series A (herein called the "Senior Secured Transition Bonds, Series A"), issued and to be issued in one or more Series, which Series are issuable in one or more Tranches, and this Series, in which this Tranche [] Senior Secured Transition Bond, Series A represents an interest, consists of Tranches, including the Tranche [] Senior Secured Transition Bonds, Series A (herein called the "Tranche [] Senior Secured Transition Bonds, Series A"), all issued and to be issued under an indenture dated as of December 16, 2005, and a supplemental indenture thereto dated as of even date therewith (such supplemental indenture, as supplemented or amended, the "Series A Supplement" and, collectively with such indenture, as supplemented or amended, the "Indenture"), each among the Issuer, Wilmington Trust Company, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture), and Deutsche Bank Trust Company Americas, as Securities Intermediary, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the Series Trust Estate pledged, the nature and extent of the security, the respective rights, obligations and immunities thereunder of the Issuer, the Trustee and the Transition Bondholders and the terms and conditions under which additional Transition Bonds may be issued. All terms used in this Tranche [] Transition Bond that are defined in the Indenture, as supplemented or amended, shall have the meanings assigned to them in the Indenture.

The Tranche [] Senior Secured Transition Bonds, Series A, the other Tranches of Senior Secured Transition Bonds, Series A and any other Series of Transition Bonds issued by the Issuer are and will be equally and ratably secured by the Series Trust Estate pledged as security therefor as provided in the Indenture or the Series A Supplement.

The Principal of this Tranche [] Senior Secured Transition Bond, Series A shall be payable on each Payment Date only to the extent that amounts in the Collection Account are available therefor, and only until the outstanding Principal balance thereof on such Payment Date (after giving effect to all payments of Principal, if any, made on such Payment Date) has been reduced to the Principal balance specified in the Expected Amortization Schedule which is attached to the Series A Supplement as Schedule A, unless payable earlier because an Event of Default shall have occurred and be continuing and the Trustee or the Transition Bondholders representing not less than a majority of the Outstanding Amount of the Transition Bonds of all Series have declared the Transition Bonds to be immediately due and payable in accordance with Section 5.02 of the Indenture. However, actual Principal payments may be made in less than expected amounts and at later than expected times as determined pursuant to Section 8.02(d) of the Indenture and Section 5.02 of the Series A Supplement. The entire unpaid Principal amount of this Tranche [] Senior Secured Transition Bond, Series A shall be due and payable on the Final Maturity Date of this Tranche [] Senior Secured Transition Bond, Series A. Notwithstanding the foregoing, the entire unpaid Principal amount of the Transition Bonds shall be due and payable, if not then previously paid, on the date on which an Event of Default shall have occurred and be continuing and the Trustee or the Transition Bondholders representing a majority of the Outstanding Amount of the Transition Bonds have declared the Transition Bonds to be immediately due and payable in the manner provided in Section 5.02 of the Indenture. All

Principal payments on the Tranche [] Senior Secured Transition Bonds, Series A shall be made pro rata to the Tranche [] Transition Bondholders entitled thereto based on the respective Principal amounts of the Senior Secured Transition Bonds, Series A held by them.

Payments of Interest on this Tranche [] Senior Secured Transition Bond, Series A due and payable on each Payment Date, together with the installment of Principal or premium, if any, due on this Tranche [] Senior Secured Transition Bond, Series A on such Payment Date shall be made by check mailed first-class, postage prepaid, to the Person whose name appears as the Holder of this Tranche [] Senior Secured Transition Bond, Series A in the Transition Bond Register as of the close of business on the Record Date or in such other manner as may be provided in the Series A Supplement, except that with respect to Tranche [] Senior Secured Transition Bonds, Series A registered on the Record Date in the name of a Clearing Agency, payments will be made by wire transfer in immediately available funds to the account designated by such Clearing Agency and except for the final installment of Principal and premium, if any, payable with respect to this Tranche [] Senior Secured Transition Bond, Series A on a Payment Date which shall be payable as provided below. Such checks shall be mailed to the Person entitled thereto at the address of such Person as it appears in the Transition Bond Register as of the applicable Record Date without requiring that this Tranche [] Senior Secured Transition Bond, Series A be submitted for notation of payment. Any reduction in the Principal amount of this Tranche [] Senior Secured Transition Bond, Series A (or any one or more predecessors to such Transition Bond) effected by any payments made on any Payment Date shall be binding upon all future Transition Bondholders of this Tranche [] Senior Secured Transition Bond, Series A and of any Tranche [] Senior Secured Transition Bond, Series A issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof, whether or not noted hereon. If funds are expected to be available, as provided in the Indenture, for payment in full of the then remaining unpaid Principal amount of this Tranche [] Senior Secured Transition Bond, Series A on a Payment Date, then the Trustee, in the name of and on behalf of the Issuer, will notify the Person who was the Holder hereof as of the second preceding Record Date to such Payment Date by notice mailed no later than five days prior to such final Payment Date and shall specify that such final installment will be payable to the Holder hereof as of the Record Date immediately preceding such final Payment Date and only upon presentation and surrender of this Tranche [] Senior Secured Transition Bond, Series A and shall specify the place where this Tranche [] Senior Secured Transition Bond, Series A may be presented and surrendered for payment of such installment.

The Issuer shall pay Interest on overdue installments of Interest on this Tranche [] Senior Secured Transition Bond, Series A at the Bond Rate for Tranche [] to the extent lawful.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Tranche [] Senior Secured Transition Bond, Series A may be registered in the Transition Bond Register upon surrender of this Tranche [] Senior Secured Transition Bond, Series A for registration of transfer at the office or agency designated by the Issuer pursuant to the Indenture, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the Holder hereof or his attorney duly authorized in writing, with such signature guaranteed by an Eligible Guarantor Institution, and thereupon one or more new Tranche [] Senior Secured Transition Bonds, Series A of any Authorized Denominations and in the same aggregate unpaid Principal amount will be issued to the

designated transferee or transferees. No service charge will be charged for any registration of transfer or exchange of this Tranche [] Transition Bond, but the transferor may be required to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange.

Prior to the due presentment for registration of transfer of this Tranche [] Senior Secured Transition Bond, Series A, the Issuer, the Trustee and any agent of the Issuer or the Trustee may treat the Person in whose name this Tranche [] Senior Secured Transition Bond, Series A is registered (as of the day of determination) as the owner hereof for the purpose of receiving payments of Principal of and premium, if any, and Interest on this Tranche [] Senior Secured Transition Bond, Series A and for all other purposes whatsoever, whether or not this Tranche [] Senior Secured Transition Bond, Series A be overdue, and neither the Issuer, the Trustee nor any such agent shall be affected by notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the rights of the Transition Bondholders under the Indenture at any time by the Issuer with the consent of the Transition Bondholders representing a majority of the Outstanding Amount of all Transition Bonds at the time Outstanding of each Series or Tranche to be affected. The Indenture also contains provisions permitting the Transition Bondholders representing specified percentages of the Outstanding Amount of the Transition Bonds of all Series, on behalf of all Transition Bondholders, to waive compliance by the Issuer with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Transition Bondholders of this Tranche [] Senior Secured Transition Bond, Series A (or any one or more predecessors of such Transition Bonds) shall be conclusive and binding upon such Transition Bondholder and upon all future Transition Bondholders of this Tranche [] Senior Secured Transition Bond, Series A and of any Tranche [] Senior Secured Transition Bond, Series A issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Tranche [] Senior Secured Transition Bond, Series A. The Indenture also permits the Trustee to amend or waive certain terms and conditions set forth in the Indenture without the consent of the Transition Bondholders.

The term "Issuer" as used in this Tranche [] Senior Secured Transition Bond, Series A includes any successor to the Issuer under the Indenture.

The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate.

The Tranche [] Senior Secured Transition Bonds, Series A are issuable only in registered form in Authorized Denominations as provided in the Indenture and the Series A Supplement, subject to certain limitations therein set forth.

This Tranche [] Senior Secured Transition Bond, Series A, the Indenture and the Series A Supplement shall be construed in accordance with the laws of the State of Texas, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Tranche [] Senior Secured Transition Bond, Series A or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the Principal of and Interest on this Tranche [] Senior Secured Transition Bond, Series A at the times, place, and rate, and in the coin or currency herein prescribed.

ASSIGNMENT

Social Security or taxpayer I.D. or other identifying number of assignee _____.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

(name and address of assignee)

the Tranche [] Senior Secured Transition Bond, Series A and all rights thereunder, and hereby irrevocably constitutes and appoints

(name and address of appointee)

attorney, to transfer said Tranche [] Senior Secured Transition Bond, Series A on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed: _____*

* NOTE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the Tranche [] Senior Secured Transition Bond, Series A in every particular, without alteration, enlargement or any change whatsoever.

[Letterhead of Baker Botts L.L.P.]

December 16, 2005

CenterPoint Energy Transition Bond Company II, LLC
1111 Louisiana, Suite 4655B
Houston, Texas 77002

Ladies and Gentlemen:

We have acted as counsel for CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company (the "Company"), in connection with its offering and sale of \$1,851,000,000 aggregate principal amount of its Senior Secured Transition Bonds, Series A (the "Bonds"), which offering and sale have been registered by the Company's Registration Statement on Form S-3 (Registration No. 333-121505, as amended to date, the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), relating to the proposed issuance and sale of up to \$1,857,000,000 in aggregate principal amount of transition bonds of the Company to be offered from time to time. Capitalized terms used in this letter and not defined herein have the meanings given to such terms in that certain Indenture (the "Indenture") dated as of December 16, 2005 by and among the Company, Wilmington Trust Company, as Trustee, and Deutsche Bank Trust Company Americas, as Securities Intermediary, governing the issuance of the Bonds. At your request, this opinion is being furnished to you for filing as Exhibit 5.1 to your Current Report on Form 8-K of even date herewith.

In our capacity as your counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates of public officials, certificates of officers or other representatives of the Company and others and such other documents, certificates and records as we have deemed necessary or appropriate as a basis for the opinions set forth herein, including the Issuer Certificate of Formation, the Issuer LLC Agreement, the Registration Statement, the Indenture, the Series Supplement, the Administration Agreement, the Intercreditor Agreement, the Sale Agreement and the Bill of Sale relating thereto, the Servicing Agreement, the DTC Agreement, the Financing Order, the Underwriting Agreement and a Certificate of Good Standing for the Company, dated December 16, 2005, obtained from the Secretary of State of the State of Delaware.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed or

photostatic copies and the authenticity of the originals of such latter documents. In making our examination of documents, we have assumed that the parties thereto, other than the Company, had or will have the power, limited liability company or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, limited liability company or other, and execution and delivery by such parties of such documents and the validity and binding effect thereof on such parties. As to any facts material to the opinions expressed herein which we have not independently established or verified, we have relied upon statements and representations of managers, officers and other representatives of the Company, CenterPoint Houston and others. We have not reviewed any document (other than the documents listed above) that is referred to in or incorporated by reference into the documents reviewed by us. We have assumed that there exists no provision in any document that we have not reviewed that is inconsistent with the opinions stated herein. We have conducted no independent factual investigation of our own but rather have relied solely upon the foregoing documents, the statements and information set forth therein and the additional matters recited or assumed herein, all of which we have assumed to be true, complete and accurate in all material respects.

Based on and subject to the foregoing, we are of the opinion that:

1. The Company has been duly formed and is validly existing and in good standing as a limited liability company under the Delaware Limited Liability Company Act (the "Act").

2. Under the Act and the Issuer LLC Agreement, the Company has all necessary limited liability company power and authority to execute and deliver the Indenture and to issue the Bonds, and to perform its obligations under the Indenture and the Bonds.

3. Under the Act and the Issuer LLC Agreement, the execution and delivery by the Company of the Indenture and the Bonds, and the performance by the Company of its obligations under the Indenture and the Bonds, have been duly authorized by all necessary limited liability company action on the part of the Company.

4. When properly executed, authenticated and issued in accordance with the Indenture and delivered against payment of the purchase price provided for in the Underwriting Agreement, and upon satisfaction of all other conditions contained in the Indenture and the Underwriting Agreement, the Bonds will constitute valid and binding obligations of the Company and will be enforceable against the Company in accordance with their terms, except to the extent that enforcement thereof may be limited by (1) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditor's rights generally and (2) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

The opinions set forth above are limited in all respects to matters of Texas law and the Delaware Limited Liability Company Act as in effect on the day hereof. We consent to

the filing of this opinion as an Exhibit to your Current Report on Form 8-K of even date herewith and to the references to this Firm under the heading "Legal Matters" in the Prospectus, dated December 6, 2005, as supplemented by the Prospectus Supplement, dated December 9, 2005 relating to the Bonds. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Baker Botts L.L.P.

TRANSITION PROPERTY SALE AGREEMENT

between

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

Issuer

and

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

Seller

Dated as of December 16, 2005

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APPENDIX A DEFINITIONS

SCHEDULE 1

TRANSITION PROPERTY SALE AGREEMENT (this "Agreement") dated as of December 16, 2005, between CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC, a Delaware limited liability company (the "Issuer"), and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company, as seller (the "Seller").

WHEREAS, the Issuer desires to purchase the Transition Property created pursuant to the Texas Electric Choice Plan and the Financing Order;

WHEREAS, the Seller is willing to sell its rights and interests under the Financing Order to the Issuer whereupon such rights and interests will become the Transition Property;

WHEREAS, the Issuer, in order to finance the purchase of the Transition Property, will issue the Transition Bonds under the Indenture; and

WHEREAS, the Issuer, to secure its obligations under the Transition Bonds and the Indenture, will pledge its right, title and interest in the Transition Property and this Agreement to the Indenture Trustee for the benefit of the Transition Bondholders.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined herein have the meanings assigned to them in Appendix A to this Agreement.

Section 1.02 Other Definitional Provisions.

(a) "Agreement" means this Transition Property Sale Agreement, as the same may be amended and supplemented from time to time.

(b) Non-capitalized terms used herein which are defined in the Texas Electric Choice Plan, as the context requires, have the meanings assigned to such terms in the Texas Electric Choice Plan, but without giving effect to amendments to the Texas Electric Choice Plan after the date hereof which have a material adverse effect on the Issuer or the Transition Bondholders.

(c) All terms defined in this Agreement shall have such defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

(d) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Section, Schedule and Exhibit references contained in this Agreement are references to Sections, Schedules and Exhibits in or to

this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(e) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

ARTICLE II

CONVEYANCE OF THE TRANSITION PROPERTY

Section 2.01 Conveyance of the Transition Property.

(a) In consideration of the Issuer's payment to or upon the order of the Seller of \$1,837,990,612 (the "Purchase Price"), subject to the satisfaction or waiver of the conditions specified in Section 2.02, the Seller does hereby irrevocably sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse (subject to the obligations of the Seller herein) or warranty, except as set forth herein, all right, title and interest of the Seller in, to and under the Financing Order as identified in the Bill of Sale delivered pursuant to Section 2.02(i) on or prior to the Transfer Date whereupon such rights and interests under the Financing Order shall become the Transition Property (such sale, transfer, assignment, setting over and conveyance of the Transition Property to include, to the fullest extent permitted by the Texas Electric Choice Plan, the right to impose, collect and receive the Transition Charges, as the same may be adjusted from time to time). Such sale, transfer, assignment, setting over and conveyance of the Transition Property is hereby expressly stated to be a sale or other absolute transfer and, pursuant to Section 39.308 of the Texas Electric Choice Plan and other applicable law, is a true sale and is not a secured transaction and title, legal and equitable, has passed to the Issuer. The preceding sentence is the statement referred to in Section 39.308 of the Texas Electric Choice Plan. The Seller agrees and confirms that upon payment of the Purchase Price and the execution and delivery of this Agreement and the Bill of Sale, the sale, transfer and assignment hereunder shall be effective and the Seller shall have no right, title or interest in, to or under the Transition Property.

(b) Subject to the satisfaction or waiver of conditions specified in Section 2.02, the Issuer does hereby purchase the Transition Property from the Seller for the consideration set forth in paragraph (a) above.

(c) The Seller and the Issuer each acknowledge and agree that the purchase price for the Transition Property sold pursuant to this Agreement is equal to its fair market value at the time of sale.

(d) Notwithstanding the foregoing, in the event that the sale, transfer, assignment, setting over and conveyance of the Transition Property is determined by any court of competent jurisdiction not to be a true sale as contemplated by the parties and as provided in Section 39.308 of the Texas Electric Choice Plan, then such sale, transfer, assignment, setting over and conveyance shall be treated as a pledge of and grant of a security interest in the Transition Property under Section 39.309 of the Texas Electric

Choice Plan and under Articles 8 and 9 of the Uniform Commercial Code as enacted in the State of Texas and each other applicable jurisdiction (the "UCC"), and the Seller shall be deemed to have granted, and does hereby grant, as of the date hereof, a security interest to the Issuer on behalf of itself and the Indenture Trustee in the Transition Property to secure a payment obligation incurred by the Seller in the amount paid by the Issuer for the Transition Property.

Section 2.02 Conditions to Conveyance of the Transition Property . The obligation of the Seller to sell, and the obligation of the Issuer to purchase the Transition Property on the Transfer Date shall be subject to and conditioned upon the satisfaction or waiver of each of the following conditions:

(i) on or prior to the Transfer Date, the Seller shall deliver to the Issuer a duly executed Bill of Sale identifying the Transition Property, substantially in the form of Exhibit A hereto;

(ii) as of the Transfer Date, the representations and warranties of the Seller in this Agreement shall be true and correct in all material respects and no material breach by the Seller of its covenants in this Agreement shall exist and the Seller shall have delivered to the Issuer and the Indenture Trustee an Officer's Certificate to such effect and no Servicer Default shall have occurred and be continuing;

(iii) as of the Transfer Date:

(A) the Issuer shall have sufficient funds available to pay the purchase price for the Transition Property to be purchased on such date, and

(B) all conditions set forth in the Indenture to the issuance of the Transition Bonds intended to provide such funds shall have been satisfied or waived;

(iv) on or prior to the Transfer Date, the Seller shall have taken all actions required under the Texas Electric Choice Plan, the Financing Order and other applicable law for the Issuer to have ownership of the Transition Property, free and clear of all Liens other than Liens created by the Issuer pursuant to the Indenture; and the Issuer, or the Servicer on behalf of the Issuer, shall have taken any action required for the Issuer to grant the Indenture Trustee a first priority perfected security interest in the Trust Estate and maintain such security interest as of such date (including all actions required under the Texas Electric Choice Plan, the Financing Order and the UCC);

(v) the Seller shall have delivered to each Rating Agency and to the Issuer any Opinions of Counsel requested by the Rating Agencies;

(vi) the Seller shall have delivered to the Indenture Trustee and the Issuer an Officer's Certificate confirming the satisfaction of each relevant condition precedent specified in this Section 2.02; and

(vii) the Seller shall have received the Purchase Price in funds immediately available on the Transfer Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

As of the Transfer Date, the Seller makes the following representations and warranties on which the Issuer has relied and will rely in acquiring the Transition Property. The following representations and warranties are made under existing law as in effect as of the Transfer Date. The Seller shall not be in breach of any representation or warranty herein as a result of a change in law occurring after the Transfer Date, including by means of legislative enactment, constitutional amendment or voter initiative. The representations and warranties shall survive the sale of the Transition Property to the Issuer and the pledge thereof on the Transfer Date to the Indenture Trustee pursuant to the Indenture.

Section 3.01 Organization and Good Standing. The Seller is a limited liability company duly organized and in good standing under the laws of the State of Texas, with limited liability company power and authority to own its properties and to conduct its business as currently owned or conducted.

Section 3.02 Due Qualification. The Seller is duly qualified to do business as a foreign limited liability company in good standing, and has obtained all necessary licenses and approvals, in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (except where the failure to so qualify or obtain such licenses and approvals would not be reasonably likely to have a material adverse effect on the Seller's business, operations, assets, revenues or properties).

Section 3.03 Power and Authority. The Seller has the limited liability company power and authority to obtain the Financing Order and to execute and deliver this Agreement and to carry out its terms; the Seller has the limited liability company power and authority to own the rights and interests under the Financing Order, and to sell and assign the rights and interests under the Financing Order to the Issuer, whereupon (subject to the effectiveness of the Issuance Advice Letter) such rights and interests will become the Transition Property; and the execution, delivery and performance of this Agreement have been duly authorized by the Seller by all necessary limited liability company action.

Section 3.04 Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to bankruptcy, receivership, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' or secured parties' rights generally from time to time in effect and to general principles of equity (including concepts of materiality, reasonableness, good faith and fair dealing), regardless of whether considered in a proceeding in equity or at law.

Section 3.05 No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof do not: (i) conflict with or result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a

default under, the articles of organization or limited liability company regulations of the Seller, or any indenture, mortgage, credit agreement or other agreement or instrument to which the Seller is a party or by which it or its properties is bound; (ii) result in the creation or imposition of any Lien upon any of the Seller's properties pursuant to the terms of any such indenture, agreement or other instrument (except for any Lien created in favor of the Transition Bondholders pursuant to Section 39.309 of the Texas Electric Choice Plan or any Lien created by the Issuer under the Basic Documents); or (iii) violate any existing law or any existing order, rule or regulation applicable to the Seller of any Governmental Authority having jurisdiction over the Seller or its properties.

Section 3.06 No Proceedings. Except as disclosed in the Issuer's prospectus dated December 6, 2005 and the related prospectus supplement dated December 9, 2005 relating to the Transition Bonds (together, the "Prospectus"), there are no proceedings pending and, to the Seller's knowledge, (x) there are no proceedings threatened and (y) there are no investigations pending or threatened before any Governmental Authority having jurisdiction over the Seller or its properties involving or relating to the Seller or the Issuer or, to the Seller's knowledge, any other Person:

(i) asserting the invalidity of this Agreement, any of the other Basic Documents, the Transition Bonds, the Texas Electric Choice Plan or the Financing Order;

(ii) seeking to prevent the issuance of the Transition Bonds or the consummation of any of the transactions contemplated by this Agreement or any of the other Basic Documents;

(iii) seeking any determination or ruling that could reasonably be expected to materially and adversely affect the performance by the Seller of its obligations under, or the validity or enforceability of, this Agreement, any of the other Basic Documents or the Transition Bonds; or

(iv) challenging the Seller's treatment of the Transition Bonds as debt of CenterPoint Energy, Inc. for federal or state income, gross receipts or franchise tax purposes.

Section 3.07 Approvals. Except for filings under the UCC and the Texas Electric Choice Plan, no approval, authorization, consent, order or other action of, or filing with, any Governmental Authority is required under an applicable law, rule or regulation in connection with the execution and delivery by the Seller of this Agreement, the performance by the Seller of the transactions contemplated hereby or the fulfillment by the Seller of the terms hereof, except those that have been obtained or made and those that the Seller, in its capacity as Servicer under the Servicing Agreement, is required to make in the future pursuant to the Servicing Agreement.

Section 3.08 The Transition Property.

(a) Information. Subject to Section 3.14, all written information, as amended or supplemented from time to time prior to the date this representation is made, provided by the Seller to the Issuer with respect to the Transition Property (including the Financing Order and the Issuance Advice Letter) is correct in all material respects.

(b) Effect of Transfer. It is the intention of the parties hereto that (other than for United States federal income tax purposes and, to the extent consistent with applicable state tax laws, state income and franchise tax purposes) the sale, transfer, assignment, setting over and conveyance herein contemplated constitutes a sale or other absolute transfer of all right, title and interest of the Seller in, to and under the Financing Order from the Seller to the Issuer whereupon (subject to the effectiveness of the Issuance Advice Letter) such rights and interests shall become the Transition Property; upon execution and delivery of this Agreement and the Bill of Sale and payment of the Purchase Price, the Seller will have no right, title or interest in, to or under the Transition Property; and that such Transition Property would not be a part of the estate of the Seller as debtor in the event of the filing of a bankruptcy petition by or against the Seller under any bankruptcy law.

(c) Transfer Filings.

(i) The Seller is the sole owner of the rights and interests under the Financing Order to be sold to the Issuer on the Transfer Date.

(ii) On the Transfer Date, immediately upon the sale hereunder, the Transition Property will have been validly sold, assigned, transferred, set over and conveyed to the Issuer free and clear of all Liens (except for any Lien created in favor of the Transition Bondholders pursuant to Section 39.309 of the Texas Electric Choice Plan or any Lien created by the Issuer under the Basic Documents).

(iii) All actions or filings (including filings with the Texas Secretary of State in accordance with the rules prescribed under the Texas Electric Choice Plan and the UCC) necessary in any jurisdiction to give the Issuer a perfected ownership interest (subject to any Lien created in favor of the Transition Bondholders pursuant to Section 39.309 of the Texas Electric Choice Plan or any Lien created by the Issuer under the Basic Documents) in the Transition Property and to grant to the Indenture Trustee a first priority perfected security interest in the Transition Property, free and clear of all Liens of the Seller or anyone else (except for any Lien created in favor of the Transition Bondholders pursuant to Section 39.309 of the Texas Electric Choice Plan or any Lien created by the Issuer under the Basic Documents), have been taken or made.

Section 3.09 Solvency. After giving effect to the sale of the Transition Property hereunder, the Seller:

(i) is solvent and expects to remain solvent,

(ii) is adequately capitalized to conduct its business and affairs considering its size and the nature of its business and intended purposes,

(iii) is not engaged and does not expect to engage in a business for which its remaining property represents an unreasonably small portion of its capital,

(iv) reasonably believes that it will be able to pay its debts as they come due, and

(v) is able to pay its debts as they come due and does not intend to incur, or believe that it will incur, indebtedness that it will not be able to repay at its maturity.

Section 3.10 The Financing Order.

(a) The Financing Order was issued by the Texas Commission on March 16, 2005 in accordance with the Texas Electric Choice Plan; the Financing Order and the process by which it was issued comply with all applicable laws, rules and regulations of the State of Texas and the federal laws of the United States, and the Financing Order is final, non-appealable and in full force and effect.

(b) As of the date of issuance of the Transition Bonds, the Transition Bonds will be entitled to the protections provided by the Texas Electric Choice Plan and the Financing Order, and the Financing Order and the Transition Charges authorized therein will have become irrevocable and not subject to reduction, impairment or adjustment by further action of the Texas Commission, except as permitted by Section 39.307 of the Texas Electric Choice Plan, and the Issuance Advice Letter has been filed in accordance with the Financing Order. The Texas Commission has not issued any order prior to noon on the fourth business day after submission of the Issuance Advice Letter that the Transition Bonds do not comply with Ordering Paragraph Four of the Financing Order and the initial Transition Charges and the final terms of the Transition Bonds set forth in the Issuance Advice Letter have become effective.

Section 3.11 State Action.

(a) Under the Texas Electric Choice Plan, the State of Texas has pledged that it will not take or permit any action that would impair the value of the Transition Property or, except as permitted in Section 39.307 of the Texas Electric Choice Plan, reduce, alter or impair the Transition Charges until the principal, interest and premium, if any, and any other charges incurred and contracts to be performed in connection with the Transition Bonds, have been paid and performed in full.

(b) Under the laws of the State of Texas and the federal laws of the United States, the State of Texas could not constitutionally take any action of a legislative character, including the repeal or amendment of the Texas Electric Choice Plan, which would substantially limit, alter or impair the Transition Property or other rights vested in the Transition Bondholders pursuant to the Financing Order, or substantially limit, alter, impair or reduce the value or amount of the Transition Property, unless such action is a reasonable exercise of the State of Texas' sovereign powers and of a character reasonable and appropriate to the important public purpose justifying such action, and, under the takings clauses of the State of Texas and United States Constitutions, the State of Texas could not repeal or amend the Texas Electric Choice Plan or take any other action in contravention of its pledge quoted above without paying just compensation to the Transition Bondholders, as determined by a court of competent jurisdiction, if doing so

would constitute a permanent appropriation of a substantial property interest of the Transition Bondholders in the Transition Property and deprive the Transition Bondholders of their reasonable expectations arising from their investments in the Transition Bonds; however, there is no assurance that, even if a court were to award just compensation, it would be sufficient to pay the full amount of principal of and interest on the Transition Bonds.

Section 3.12 No Court Order. There is no order by any court providing for the revocation, alteration, limitation or other impairment of the Texas Electric Choice Plan, the Financing Order, the Issuance Advice Letter, the Transition Property or the Transition Charges or any rights arising under any of them or that seeks to enjoin the performance of any obligations under the Financing Order.

Section 3.13 Approvals Concerning the Transition Property. Under the laws of the State of Texas and the federal laws of the United States, no other approval, authorization, consent, order or other action of, or filing with any Governmental Authority is required in connection with the creation or transfer of the Seller's rights and interests under the Financing Order and the Issuer's purchase of the Transition Property from the Seller, except those that have been obtained or made.

Section 3.14 Assumptions. Based on information available to the Seller on the date hereof, the assumptions used in calculating the Transition Charges in the Issuance Advice Letter are reasonable and made in good faith; however, notwithstanding the foregoing, THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT AMOUNTS ACTUALLY COLLECTED ARISING FROM THE TRANSITION CHARGES WILL IN FACT BE SUFFICIENT TO MEET THE PAYMENT OBLIGATIONS ON THE TRANSITION BONDS OR THAT THE ASSUMPTIONS USED IN CALCULATING SUCH TRANSITION CHARGES WILL IN FACT BE REALIZED.

Section 3.15 Creation of the Transition Property.

(a) Upon the effectiveness of the Issuance Advice Letter, the transfer of the Seller's rights and interests under the Financing Order related to the Transition Bonds and the Issuer's purchase of the Transition Property from the Seller pursuant to this Agreement, the Transition Property will constitute a present property right.

(b) Upon the effectiveness of the Issuance Advice Letter, the transfer of the Seller's rights and interests under the Financing Order and the Issuer's purchase of the Transition Property from the Seller pursuant to this Agreement, the Transition Property includes:

- (1) the right to impose, collect and receive the Transition Charges, including the right to receive Transition Charges in amounts and at times sufficient to pay principal and interest on the Transition Bonds,
- (2) all rights and interest of the Seller under the Financing Order,

- (3) the rights to file for periodic adjustments of the Transition Charges as provided in the Financing Order, and
- (4) all revenues and collections resulting from Transition Charges.

(c) Upon the effectiveness of the Issuance Advice Letter, the transfer of the Seller's rights and interests under the Financing Order and the Issuer's purchase of the Transition Property from the Seller on such Transfer Date pursuant to this Agreement, the Transition Property will not be subject to any Lien created by a previous indenture.

Section 3.16 Prospectus. As of the date hereof, the information describing the Seller under the caption "The Servicer of the Transition Property" in the Prospectus is true and correct in all material respects.

Section 3.17 Nature of Representations and Warranties. The representations and warranties set forth in Section 3.08 and Section 3.10 through Section 3.16, insofar as they involve conclusions of law, are made not on the basis that the Seller purports to be a legal expert or to be rendering legal advice, but rather to reflect the parties' good faith understanding of the legal basis on which the parties are entering into this Agreement and the other Basic Documents and the basis on which the Transition Bondholders are purchasing the Transition Bonds, and to reflect the parties' agreement that, if such understanding turns out to be incorrect or inaccurate, the Seller will be obligated to indemnify the Issuer and its permitted assigns (to the extent required by and in accordance with Section 5.01), and that the Issuer and its permitted assigns will be entitled to enforce any rights and remedies under the Basic Documents on account of such inaccuracy to the same extent as if the Seller had breached any other representations or warranties hereunder.

ARTICLE IV

COVENANTS OF THE SELLER

Section 4.01 Seller's Existence. Subject to Section 5.02, so long as any of the Transition Bonds are outstanding, the Seller (i) shall keep in full force and effect its existence and remain in good standing under the laws of the state of its organization, and shall obtain and preserve its qualification to do business in each jurisdiction in which such qualification is or will be necessary to protect the validity and enforceability of this Agreement and each other instrument or agreement to which the Seller is a party necessary to the proper administration of this Agreement and the transactions contemplated hereby and (ii) hereby agrees to continue to operate its transmission and distribution system in order to provide electric services to retail electric customers in the Seller's certificated service area, provided that this clause (ii) shall not prohibit Seller from selling, assigning or otherwise divesting its transmission and distribution system or any part thereof in accordance with this Agreement and the Financing Order.

Section 4.02 No Liens or Conveyances. Except for the conveyances hereunder or any Lien under Section 39.309 of the Texas Electric Choice Plan for the benefit of the Issuer, the Indenture Trustee and the Transition Bondholders, the Seller shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on, any of

the Transition Property, whether now existing or hereafter created, or any interest therein. The Seller shall not at any time assert any Lien against or with respect to the Transition Property, and shall defend the right, title and interest of the Issuer and the Indenture Trustee, as assignee of the Issuer, in, to and under the Transition Property against all claims of third parties claiming through or under the Seller.

Section 4.03 Delivery of Collections. In the event that the Seller receives any payment under the terms and provisions of the Intercreditor Agreement in respect of the Transition Charges or the proceeds thereof other than in its capacity as the Servicer, the Seller shall pay the Servicer all payments received by the Seller in respect thereof, in accordance with the Intercreditor Agreement, as soon as practicable after receipt thereof by the Seller.

Section 4.04 Notice of Liens. The Seller shall notify the Issuer and the Indenture Trustee promptly after becoming aware of any Lien on the Transition Property, other than the conveyance hereunder, any Lien created in favor of the Transition Bondholders pursuant to Section 39.309 of the Texas Electric Choice Plan or any Lien created by the Issuer under the Indenture.

Section 4.05 Compliance With Law. The Seller shall comply with its organizational or governing documents and all laws, treaties, rules, regulations and determinations of any Governmental Authority applicable to the Seller, except to the extent that failure to so comply would not materially adversely affect the Issuer's or the Indenture Trustee's interests in the Transition Property or under any of the Basic Documents or the Seller's performance of its obligations hereunder.

Section 4.06 Covenants Related to the Transition Property.

(a) So long as any of the Transition Bonds are outstanding, the Seller shall:

(i) treat the Transition Bonds as debt of the Issuer and not of the Seller, except for financial reporting or tax purposes or as required in connection with the SEC's administration of the 1935 Act,

(ii) disclose in its financial statements that it is not the owner of the Transition Property and that the assets of the Issuer are not available to pay creditors of the Seller or any of its Affiliates (other than the Issuer),

(iii) disclose the effects of all transactions between the Seller and the Issuer in accordance with generally accepted accounting principles, and

(iv) not own or purchase any Transition Bonds.

(b) So long as any of the Transition Bonds is outstanding,

(i) in all proceedings relating directly or indirectly to the Transition Property, the Seller shall: (A) affirmatively certify and confirm that it has sold all of its rights and interests under the Financing Order to the Issuer (other than for financial reporting or tax purposes or as required in connection with the SEC's

administration of the 1935 Act), and (B) not make any statement or reference in respect of the Transition Property that is inconsistent with the ownership thereof by the Issuer (other than for financial reporting or tax purposes or as required in connection with the SEC's administration of the 1935 Act);

(ii) the Seller shall not take any action in respect of the Transition Property except solely in its capacity as the Servicer thereof pursuant to the Servicing Agreement or as contemplated by the Basic Documents, including the Intercreditor Agreement; and

(iii) the Issuer shall not sell transition bonds under a separate financing order in connection with the issuance of additional transition bonds unless the Rating Agency Condition shall have been satisfied with respect to the Transition Bonds outstanding.

(c) The Seller agrees that upon the sale by the Seller of all of its rights and interests under the Financing Order to the Issuer pursuant to this Agreement, any payment to the Servicer by any Person responsible for remitting Transition Charges to the Servicer under the terms of the Financing Order or the Texas Electric Choice Plan or applicable tariff shall discharge such Person's obligations in respect of the Transition Property to the extent of such payment, notwithstanding any objection or direction to the contrary by the Seller.

Section 4.07 Protection of Title. The Seller shall execute and file such filings, and cause to be executed and filed such filings, in such manner and in such places as may be required by law fully to preserve, maintain and protect the interests of the Issuer and the Indenture Trustee in the Transition Property, including all filings required under the Texas Electric Choice Plan and the UCC relating to the transfer of the ownership of the rights and interests under the Financing Order by the Seller to the Issuer and the pledge of the Transition Property by the Issuer to the Indenture Trustee. The Seller shall deliver (or cause to be delivered) to the Issuer and the Indenture Trustee file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing. The Seller shall institute any action or proceeding reasonably necessary to compel performance by the Texas Commission or the State of Texas of any of their obligations or duties under the Texas Electric Choice Plan, the Financing Order or the Issuance Advice Letter relating to the transfer of the rights and interests under the Financing Order by the Seller to the Issuer, and the Seller agrees to take such legal or administrative actions, including defending against or instituting and pursuing legal actions and appearing or testifying at hearings or similar proceedings, in each case as may be reasonably necessary:

(a) to protect the Issuer and the Transition Bondholders from claims, state actions or other actions or proceedings of third parties which, if successfully pursued, would result in a breach of any representation set forth in Article III; or

(b) so long as the Seller is also the Servicer, to block or overturn any attempts to cause a repeal of, modification of or supplement to the Texas Electric Choice Plan, the Financing Order, the Issuance Advice Letter or the rights of Transition Bondholders by

legislative enactment or constitutional amendment that would be materially adverse to the Issuer, the Indenture Trustee or the Transition Bondholders.

The costs of any such actions or proceedings shall be reimbursed by the Issuer to the Seller from amounts on deposit in the Collection Account as an Operating Expense (as such terms are defined in the Indenture) in accordance with the terms of the Indenture. The Seller's obligations pursuant to this Section 4.07 shall survive and continue notwithstanding that the payment of Operating Expenses pursuant to the Indenture may be delayed (it being understood that the Seller may be required to advance its own funds to satisfy its obligation hereunder). The Seller designates the Issuer as its agent and attorney-in-fact to execute any filings of financing statements, continuation statements or other instruments required of the Seller pursuant to this Section, it being understood that the Issuer shall have no obligation to execute any such instruments.

Section 4.08 Taxes. So long as any of the Transition Bonds are outstanding, the Seller shall pay all material taxes, assessments and governmental charges imposed upon it or any of its properties or assets or with respect to any of its franchises, businesses, income or property before any penalty accrues thereon if the failure to pay any such taxes, assessments and governmental charges would, after any applicable grace periods, notices or other similar requirements, result in a Lien on the Transition Property; provided that no such tax need be paid if the Seller or any of its Affiliates is contesting the same in good faith by appropriate proceedings promptly instituted and diligently conducted and if the Seller or such Affiliate has established appropriate reserves as shall be required in conformity with generally accepted accounting principles.

Section 4.09 Filings Pursuant to Financing Order. The Seller shall comply with all filing requirements imposed upon the Seller in its capacity as such by the Financing Order, including making any such post-closing filings.

ARTICLE V

ADDITIONAL UNDERTAKINGS OF SELLER

The Seller hereby undertakes the obligations contained in this Article V and acknowledges that the Issuer shall have the right to assign its rights with respect to such obligations to the Indenture Trustee for the benefit of the Transition Bondholders.

SECTION 5.01 LIABILITY OF THE SELLER; INDEMNITIES.

(a) THE SELLER SHALL BE LIABLE IN ACCORDANCE HERewith ONLY TO THE EXTENT OF THE OBLIGATIONS SPECIFICALLY UNDERTAKEN BY THE SELLER UNDER THIS AGREEMENT.

(b) THE SELLER SHALL INDEMNIFY THE ISSUER AND THE INDENTURE TRUSTEE, FOR ITSELF AND ON BEHALF OF THE TRANSITION BONDHOLDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL TAXES (OTHER THAN ANY TAXES IMPOSED ON TRANSITION BONDHOLDERS SOLELY AS A RESULT OF THEIR OWNERSHIP OF TRANSITION BONDS) THAT MAY AT ANY

TIME BE IMPOSED ON OR ASSERTED AGAINST ANY SUCH PERSON UNDER EXISTING LAW AS OF THE TRANSFER DATE AS A RESULT OF THE SALE AND ASSIGNMENT OF THE SELLER'S RIGHTS AND INTERESTS UNDER THE FINANCING ORDER BY THE SELLER TO THE ISSUER, THE ACQUISITION OR HOLDING OF THE TRANSITION PROPERTY BY THE ISSUER OR THE ISSUANCE AND SALE BY THE ISSUER OF THE TRANSITION BONDS, INCLUDING ANY SALES, GROSS RECEIPTS, TANGIBLE PERSONAL PROPERTY, PRIVILEGE, FRANCHISE OR LICENSE TAXES, BUT EXCLUDING ANY TAXES IMPOSED AS A RESULT OF A FAILURE OF SUCH PERSON TO PROPERLY WITHHOLD OR REMIT TAXES IMPOSED WITH RESPECT TO PAYMENTS ON ANY TRANSITION BOND, IN THE EVENT AND TO THE EXTENT SUCH TAXES ARE NOT RECOVERABLE AS QUALIFIED COSTS, IT BEING UNDERSTOOD THAT THE TRANSITION BONDHOLDERS SHALL BE ENTITLED TO ENFORCE THEIR RIGHTS AGAINST THE SELLER UNDER THIS SECTION 5.01(B) SOLELY THROUGH A CAUSE OF ACTION BROUGHT FOR THEIR BENEFIT BY THE INDENTURE TRUSTEE IN ACCORDANCE WITH THE TERMS OF THE INDENTURE.

(c) THE SELLER SHALL INDEMNIFY THE ISSUER AND THE INDENTURE TRUSTEE, FOR ITSELF AND ON BEHALF OF THE TRANSITION BONDHOLDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL AMOUNTS OF PRINCIPAL OF AND INTEREST ON THE TRANSITION BONDS NOT PAID WHEN DUE OR WHEN SCHEDULED TO BE PAID IN ACCORDANCE WITH THEIR TERMS AND THE AMOUNT OF ANY DEPOSITS TO THE ISSUER REQUIRED TO HAVE BEEN MADE IN ACCORDANCE WITH THE TERMS OF THE BASIC DOCUMENTS WHICH ARE NOT MADE WHEN SO REQUIRED, IN EACH CASE AS A RESULT OF THE SELLER'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT.

(d) THE SELLER SHALL INDEMNIFY THE ISSUER AND THE INDENTURE TRUSTEE, FOR ITSELF AND ON BEHALF OF THE TRANSITION BONDHOLDERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS, ACTIONS, SUITS OR PAYMENTS OF ANY KIND WHATSOEVER THAT MAY BE IMPOSED ON OR ASSERTED AGAINST ANY SUCH PERSON (OTHER THAN ANY LIABILITIES, OBLIGATIONS OR CLAIMS FOR OR PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE TRANSITION BONDS) TOGETHER WITH ANY REASONABLE COSTS AND EXPENSES INCURRED BY SUCH PERSON, IN EACH CASE AS A RESULT OF THE SELLER'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT.

(e) THE INDEMNIFICATION OBLIGATIONS OF THE SELLER UNDER THIS SECTION 5.01 SHALL RANK PARI PASSU WITH ALL OTHER GENERAL UNSECURED OBLIGATIONS OF THE SELLER.

(f) INDEMNIFICATION UNDER THIS SECTION 5.01 SHALL SURVIVE THE RESIGNATION OR REMOVAL OF THE INDENTURE TRUSTEE AND THE TERMINATION OF THIS AGREEMENT AND SHALL INCLUDE REASONABLE FEES AND EXPENSES OF INVESTIGATION AND LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES). THE SELLER SHALL NOT INDEMNIFY ANY PARTY UNDER THIS SECTION 5.01

FOR ANY CHANGES IN LAW AFTER THE TRANSFER DATE, INCLUDING BY MEANS OF LEGISLATIVE ENACTMENT, CONSTITUTIONAL AMENDMENT OR VOTER INITIATIVE, OR FOR ANY LIABILITY RESULTING SOLELY FROM A DOWNGRADE IN ANY RATING OF THE TRANSITION BONDS BY ANY RATING AGENCY. THE SELLER SHALL NOT INDEMNIFY THE INDENTURE TRUSTEE OR ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS UNDER THIS SECTION 5.01 AGAINST ANY LIABILITY, OBLIGATION, CLAIM, ACTION, SUIT OR PAYMENT OF ANY KIND ARISING OUT OF THE WILLFUL MISCONDUCT, NEGLIGENCE OR BAD FAITH OF ANY SUCH PERSON.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ANY SUCH FOREGOING INDEMNITY EXTEND TO THE COLLECTIBILITY OF THE TRANSITION CHARGES FROM ANY PERSON RESPONSIBLE FOR REMITTING TRANSITION CHARGES TO THE SERVICER UNDER THE TERMS OF THE FINANCING ORDER, THE TEXAS ELECTRIC CHOICE PLAN OR AN APPLICABLE TARIFF, OR THE CREDITWORTHINESS OF ANY SUCH PERSON. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES AGAINST THE SELLER FOR BREACH OF ITS REPRESENTATIONS, WARRANTIES OR COVENANTS IN THIS AGREEMENT.

Section 5.02 Merger or Consolidation of, or Assumption of the Obligations of, the Seller.

Any Person:

(a) into which the Seller may be merged, converted or consolidated and which succeeds to all or substantially all of the electric transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(b) which results from the division of the Seller into two or more Persons and which succeeds to all or substantially all of the electric transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(c) which may result from any merger, conversion or consolidation to which the Seller shall be a party and which succeeds to all or substantially all of the electric transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(d) which may purchase or otherwise succeed to the properties and assets of the Seller substantially as a whole and which purchases or otherwise succeeds to all or substantially all of the electric transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999), or

(e) which may otherwise purchase or succeed to all or substantially all of the electric transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

which Person in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Seller under this Agreement, shall be the successor to the Seller hereunder without the execution or filing of any document or any further act by any of the parties to this Agreement; provided, however, that

(i) immediately after giving effect to such transaction, no representation or warranty made pursuant to Article III shall have been breached in any material respect and no Servicer Default, and no event that, after notice or lapse of time, or both, would become a Servicer Default, shall have occurred and be continuing,

(ii) the Rating Agencies shall have received prior written notice of such transaction,

(iii) the Seller shall have delivered to the Issuer and the Indenture Trustee an Officer's Certificate and an Opinion of Counsel each stating that such consolidation, conversion, merger, division or succession and such agreement of assumption comply with this Section 5.02 and that all conditions precedent, if any, provided for in this Agreement relating to such transaction have been complied with,

(iv) the Seller shall have delivered to the Issuer and the Indenture Trustee an Opinion of Counsel either

(A) stating that, in the opinion of such counsel, all filings to be made by the Seller, including filings with the Texas Commission pursuant to the Texas Electric Choice Plan and the UCC, that are necessary fully to preserve and protect the respective interests of the Issuer and the Indenture Trustee in the Transition Property have been executed and filed, and reciting the details of such filings, or

(B) stating that, in the opinion of such counsel, no such action is necessary to preserve and protect such interests, and

(v) the Seller shall have delivered to the Issuer, the Indenture Trustee and the Rating Agencies an opinion of independent tax counsel (in form and substance satisfactory to the Seller, and which may be based on a ruling from the Internal Revenue Service) to the effect that, for federal income tax purposes, such transaction will not result in a material adverse federal income tax consequence to the Issuer, the Indenture Trustee or the Transition Bondholders.

The Seller shall not consummate any transaction referred to in clauses (a), (b), (c), (d) or (e) above except upon execution of the above described agreement of assumption and compliance with clauses (i), (ii), (iii), (iv) and (v) above. When any Person acquires the properties and assets of the Seller substantially as a whole and succeeds to all or substantially all of the electric

transmission and distribution business of the Seller (or, if the transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999), or otherwise becomes the successor to the Seller in accordance with the terms of this Section 5.02, then upon the satisfaction of all of the other conditions of this Section 5.02, the Seller shall automatically and without further notice be released from its obligations hereunder.

Section 5.03 Limitation on Liability of the Seller And Others. The Seller and any manager, officer, employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person, respecting any matters arising hereunder. Subject to Section 4.07, the Seller shall not be under any obligation to appear in, prosecute or defend any legal action that is not incidental to its obligations under this Agreement, and that in its opinion may involve it in any expense or liability.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Amendment.

(a) This Agreement may be amended in writing by the Seller and the Issuer, provided that (i) the Rating Agency Condition has been satisfied in connection therewith, (ii) the Indenture Trustee has consented thereto and (iii) in the case of any amendment that increases ongoing qualified costs as defined in the Financing Order, the Texas Commission has consented thereto or shall be conclusively deemed to have consented thereto. Promptly after the execution of any such amendment or consent, the Issuer shall furnish written notification of the substance of such amendment or consent to each of the Rating Agencies. With respect to the Texas Commission's consent to any amendment to this Agreement,

(i) the Seller may request the consent of the Texas Commission by delivering to the Texas Commission's executive director and general counsel a written request for such consent, which request shall contain:

(A) a reference to Docket No. 30485 and a statement as to the possible effect of the amendment on ongoing qualified costs;

(B) an Officer's Certificate stating that the proposed amendment has been approved by all relevant parties; and

(C) a statement identifying the person to whom the Texas Commission or its staff is to address its consent to the proposed amendment or request additional time;

(ii) The Texas Commission shall, within 30 days of receiving the request for consent complying with Section 6.01(a)(i) above, either

(A) provide notice of its consent or lack of consent to the person specified in Section 6.01(a)(i)(C) above, or

(B) be conclusively deemed to have consented to the proposed amendment,

unless, within 30 days of receiving the request for consent complying with Section 6.01(a)(i) above, the Texas Commission or its staff delivers to the office of the person specified in Section 6.01(a)(i)(C) above a written statement requesting an additional amount of time not to exceed 30 days in which to consider whether to consent to the proposed amendment. If the Texas Commission or its staff requests an extension of time in the manner set forth in the preceding sentence, then the Texas Commission shall either provide notice of its consent or lack of consent to the person specified in 6.01(a)(i)(C) above no later than the last day of such extension of time or be conclusively deemed to have consented to the proposed amendment as of the last day of such extension of time.

Any amendment requiring the consent of the Texas Commission as provided in this Section 6.01(a) shall become effective on the later of (i) the date proposed by the parties to such amendment and (ii) the first day after the expiration of the 30 day period provided for in Section 6.01(a)(ii), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended.

(b) Prior to the execution of any amendment to this Agreement, the Issuer and the Indenture Trustee shall be entitled to receive and rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement. The Issuer and the Indenture Trustee may, but shall not be obligated to, enter into any such amendment that affects their own rights, duties or immunities under this Agreement or otherwise. Following delivery of a notice to the Texas Commission by the Seller under Section 6.01(a) above, the Seller and Issuer may at any time withdraw from the Texas Commission further consideration of any notification of a proposed amendment.

Section 6.02 Notices. Unless otherwise specifically provided herein, all demands, notices and communications upon or to the Seller, the Issuer, the Indenture Trustee, the Texas Commission or the Rating Agencies under this Agreement shall be in writing, delivered personally, via facsimile, reputable overnight courier or by certified mail, return-receipt requested, and shall be deemed to have been duly given upon receipt

(a) in the case of the Seller, to CenterPoint Energy Houston Electric, LLC, 1111 Louisiana, Houston, Texas 77002, Attention: Treasurer,

(b) in the case of the Issuer, to CenterPoint Energy Transition Bond Company II, LLC, 1111 Louisiana, Suite 4655B, Houston, Texas 77002, Attention: Manager,

(c) in the case of Moody's, to Moody's Investors Service, Inc., ABS Monitoring Department, 99 Church Street, New York, New York 10007,

(d) in the case of Standard & Poor's, to Standard & Poor's, a Division of the McGraw-Hill Companies, 55 Water Street, New York, New York 10041, Attention: Asset Backed Surveillance Department,

(e) in the case of Fitch, to Fitch Ratings, 1 State Street Plaza, New York, New York 10004, Attention: ABS Surveillance,

(f) in the case the Indenture Trustee, at the address provided for notices or communications to the Indenture Trustee in the Indenture, and

(g) in the case of the Texas Commission, to 1701 N. Congress Avenue, Austin, Texas 78711-3326, Attention: Executive Director and General Counsel;

or, as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

Section 6.03 Assignment by the Seller. Notwithstanding anything to the contrary contained herein, except as provided in Section 5.02, this Agreement may not be assigned by the Seller.

Section 6.04 Assignment to the Indenture Trustee. The Seller hereby acknowledges and consents to any pledge, assignment and grant of a security interest by the Issuer to the Indenture Trustee pursuant to the Indenture for the benefit of the Transition Bondholders of all right, title and interest of the Issuer in, to and under the Transition Property and the proceeds thereof and the assignment of any or all of the Issuer's rights hereunder to the Indenture Trustee. Notwithstanding such assignment, in no event shall the Indenture Trustee have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer.

Section 6.05 Limitations on Rights of Others. The provisions of this Agreement are solely for the benefit of the Seller, the Issuer and the Indenture Trustee, on behalf of itself and the Transition Bondholders, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 6.06 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 6.07 Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 6.08 Headings. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 6.09 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 6.10 Nonpetition Covenants. (a) Notwithstanding any prior termination of this Agreement or the Indenture, the Seller shall not, prior to the date which is one year and one day after the termination of the Indenture, petition or otherwise invoke or cause the Issuer to invoke the process of any Governmental Authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of the property of the Issuer, or ordering the winding-up or liquidation of the affairs of the Issuer.

(b) Notwithstanding any prior termination of this Agreement or the Indenture, the Issuer shall not, prior to the date which is one year and one day after the termination of the Indenture, petition or otherwise invoke or cause the Seller to invoke the process of any Governmental Authority for the purpose of commencing or sustaining a case against the Seller under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Seller or any substantial part of the property of the Seller, or ordering the winding-up or liquidation of the affairs of the Seller.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC,
as Issuer,

By: /s/ MARC KILBRIDE

Name: Marc Kilbride
Title: Manager

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC,
as Seller,

By: /s/ MARC KILBRIDE

Name: Marc Kilbride
Title: Vice President and Treasurer

APPENDIX A - DEFINITIONS

The definitions contained in this Appendix A are applicable to the singular as well as the plural forms of such terms.

"1935 Act" means the Public Utility Holding Company Act of 1935, as amended.

"Administration Agreement" means the Administration Agreement, dated as of December 16, between the Issuer and the Seller, as the same may be amended and supplemented from time to time.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

"Agreement" or this "Sale Agreement" or the "Sale Agreement" means this Transition Property Sale Agreement, as the same may be amended and supplemented from time to time.

"Basic Documents" means the Certificate of Formation of the Issuer which was filed with the Secretary of State of the State of Delaware on December 3, 2004, as amended and restated on December 14, 2005, the Amended and Restated Limited Liability Company Agreement of the Issuer dated as of December 16, 2005, this Sale Agreement, the Bill of Sale, the Servicing Agreement, the Intercreditor Agreement, the Administration Agreement, the Indenture and the Series Supplement.

"Bill of Sale" means any bill of sale issued by the Seller to the Issuer pursuant to the Sale Agreement evidencing the sale of the Transition Property by the Seller to the Issuer.

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in the City of Houston, Texas, or in the City of New York, New York, are required or authorized by law or executive order to remain closed.

"CenterPoint Houston" means CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its successor.

"Financing Order" means the Financing Order issued by the Texas Commission on March 16, 2005 in Docket No. 30485 pursuant to the Texas Electric Choice Plan.

"Fitch" means Fitch Ratings, or its successor.

"Governmental Authority" means any court or any federal or state regulatory body, administrative agency or governmental instrumentality.

"Indenture" means the Indenture, dated as of December 16, 2005, among the Issuer, the Indenture Trustee and the Securities Intermediary (as defined therein) and the Series Supplement

(including the forms and terms of the Transition Bonds established thereunder), as the same may be amended and supplemented with respect to the Transition Bonds from time to time.

"Indenture Trustee" means Wilmington Trust Company, a Delaware banking corporation, or its successor or any successor Indenture Trustee under the Indenture.

"Intercreditor Agreement" means the Intercreditor Agreement dated as of December 16, 2005, among the Indenture Trustee, Deutsche Bank Trust Company Americas, the Issuer, the Seller and CenterPoint Energy Transition Bond Company, LLC, each in the capacities stated therein, as the same may be amended and supplemented from time to time.

"Issuance Advice Letter" means the issuance advice letter submitted to the Texas Commission on December 12, 2005 by the Seller pursuant to the Financing Order in connection with the issuance of the Transition Bonds.

"Issuer" means CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company, or its successor under the Indenture.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Moody's" means Moody's Investors Service, Inc., or any successor thereto.

"Officer's Certificate" means a certificate signed, in the case of the Seller, by any manager, the chairman of the board, the chief executive officer, the president, any vice chairman, any executive vice president, senior vice president or vice president, the treasurer, assistant treasurer, the secretary or any assistant secretary of the Seller.

"Opinion of Counsel" means one or more written opinions of counsel who may be an employee of or counsel to the Issuer or the Seller, which counsel shall be reasonably acceptable to the Indenture Trustee, the Issuer or the Rating Agencies, as applicable, and which shall be in form reasonably satisfactory to the Indenture Trustee, if applicable.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), business trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Prospectus" has the meaning specified in Section 3.06 hereof.

"Purchase Price" has the meaning specified in Section 2.01(a) hereof.

"Qualified Costs" has the meaning assigned to that term in the Texas Electric Choice Plan and the Financing Order.

"Rating Agency" means any rating agency rating the Transition Bonds at the time of issuance thereof at the request of the Issuer, which initially shall be Moody's, Fitch and S&P. If no such organization or successor is any longer in existence, "Rating Agency" shall be a nationally recognized statistical rating organization or other comparable Person designated by the Issuer, written notice of which designation shall be given to the Indenture Trustee, the Texas Commission and the Servicer.

"Rating Agency Condition" means, with respect to any action, the notification in writing to each Rating Agency of such action, and confirmation from S&P to the Indenture Trustee and the Issuer that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of any outstanding class or tranche of Transition Bonds.

"SEC" means the Securities and Exchange Commission.

"Seller" means CenterPoint Houston, or its successor, in its capacity as seller of the Transition Property to the Issuer pursuant to the Sale Agreement.

"Series Supplement" means the Supplemental Indenture dated as of December 16, 2005, which authorizes the issuance of the Transition Bonds.

"Servicer" means CenterPoint Houston, in its capacity as the servicer under the Servicing Agreement, and each successor to or assignee of CenterPoint Houston (in the same capacity) pursuant to the relevant sections of the Servicing Agreement.

"Servicer Default" means an event specified in Section 6.01 of the Servicing Agreement.

"Servicing Agreement" means the Transition Property Servicing Agreement, dated as of December 16, 2005, between the Issuer and the Servicer and acknowledged by the Indenture Trustee, as the same may be amended and supplemented from time to time.

"Standard & Poor's" or "S&P," means Standard & Poor's, a division of The McGraw-Hill Companies, or its successor.

"Supplemental Indenture" means a supplemental indenture entered into by the Issuer and the Indenture Trustee pursuant to Article IX of the Indenture.

"Texas Commission" means the Public Utility Commission of Texas or any successor.

"Texas Electric Choice Plan" means the Act of May 21, 1999, 76th Leg. R.S. ch. 405, 1999 (codified at Texas Utilities Code Section 39.001 et seq.).

"Transfer Date" means the date on which the Transition Bonds are to be originally issued in accordance with Section 2.10 of the Indenture.

"Transition Bond" means any of the Senior Secured Transition Bonds, Series A issued by the Issuer pursuant to the Indenture and one or more Supplemental Indentures authorizing such series and also has the meaning given such term in the Texas Electric Choice Plan, as applicable to such series.

"Transition Bondholder" means the Person in whose name a Transition Bond is registered on the Transition Bond Register.

"Transition Bond Register" has the meaning specified in Section 2.05 of the Indenture.

"Transition Charges" means the nonbypassable amounts to be charged for the use or availability of electric services, approved by the Texas Commission in the Financing Order to recover Qualified Costs that may be collected by the Seller, its successors, assignees or other collection agents as provided for in the Financing Order.

"Transition Property" means the rights and interests of the Seller or its successor under the Financing Order, once those rights are first transferred to the Issuer or pledged in connection with the issuance of the Transition Bonds, including the right to impose, collect and receive through Transition Charges payable by retail electric customers within Seller's certificated service area as it existed on May 1, 1999, an amount sufficient to cover the Qualified Costs of the Seller authorized in the Financing Order, the right to receive Transition Charges in amounts and at times sufficient to pay principal and interest and make other deposits in connection with the Transition Bonds and all revenues and collections resulting from Transition Charges.

"Trust Estate" has the meaning specified in the Series Supplement.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

EXHIBIT A

BILL OF SALE

1. This Bill of Sale is being delivered pursuant to the Transition Property Sale Agreement, dated as of December 16, 2005 (the "Sale Agreement"), between CenterPoint Energy Houston Electric, LLC (the "Seller") and CenterPoint Energy Transition Bond Company II, LLC (the "Issuer"). All capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Sale Agreement.

2. In consideration of the Issuer's payment to the Seller of \$1,837,990,612, receipt of which is hereby acknowledged, the Seller does hereby irrevocably sell, transfer, assign, set over and otherwise convey to the Issuer, without recourse or warranty, except as set forth in the Sale Agreement, all right, title and interest of the Seller in, to and under the Transition Property identified on Schedule 1 hereto (such sale, transfer, assignment, setting over and conveyance of the Transition Property includes, to the fullest extent permitted by the Texas Electric Choice Plan, the right to impose, collect and receive the Transition Charges related to the Transition Property, as the same may be adjusted from time to time). Such sale, transfer, assignment, setting over and conveyance is hereby expressly stated to be a sale or other absolute transfer and, pursuant to Section 39.308 of the Texas Electric Choice Plan and other applicable law, is a true sale and is not a secured transaction and title, legal and equitable, has passed to the Issuer. The preceding sentence is the statement referred to in Section 39.308 of the Texas Electric Choice Plan. The Seller agrees and confirms that, after giving effect to the sale evidenced by this Bill of Sale, the Seller has no right, title or interest in, to or under the Transition Property.

3. The Issuer does hereby purchase the Transition Property identified on Schedule 1 hereto from the Seller for the consideration set forth in paragraph 2 above.

4. The Seller and the Issuer each acknowledge and agree that the purchase price for the Transition Property sold pursuant to this Bill of Sale and the Sale Agreement is equal to its fair market value on the date hereof.

5. The Seller confirms that each of the representations and warranties on the part of the Seller contained in the Sale Agreement are true and correct in all respects on the date hereof as if made on the date hereof.

6. This Bill of Sale may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. THIS BILL OF SALE SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

IN WITNESS WHEREOF, the Seller and the Issuer have duly executed this Bill of Sale as of the 16th day of December, 2005.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC,
as Issuer,

By: /s/ Marc Kilbride

Marc Kilbride
Manager

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC,
as Seller,

By: /s/ Marc Kilbride

Marc Kilbride
Vice President and Treasurer

Exhibit A-2

SCHEDULE 1
to
BILL OF SALE

Transition Property

All of the Seller's rights, title and interest in, to and under the Financing Order issued by the Texas Commission on March 16, 2005 (PUC Docket No. 30485), pursuant to the Texas Electric Choice Plan, including rights to impose, collect and receive the "transition charges" (as defined in the Texas Electric Choice Plan) approved in such Financing Order.

TRANSITION PROPERTY SERVICING AGREEMENT

between

CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC

Issuer

and

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

Servicer

Dated as of December 16, 2005

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SCHEDULE A TO SERVICING AGREEMENT

ANNEX 1 TO SERVICING AGREEMENT

APPENDIX A - MASTER DEFINITIONS

EXHIBIT A - SERVICER PROCEDURES

TRANSITION PROPERTY SERVICING AGREEMENT dated as of December 16, 2005 (this "Agreement") between CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC, a Delaware limited liability company (the "Issuer"), and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company ("CenterPoint Houston"), as the servicer of the Transition Property hereunder (together with each successor to CenterPoint Houston in such capacity pursuant to Section 5.03 or 6.04, the "Servicer").

WHEREAS, pursuant to the Texas Electric Choice Plan and the Financing Order, the Seller and the Issuer are concurrently entering into the Sale Agreement dated as of the date hereof pursuant to which the Seller is selling and the Issuer is purchasing the Transition Property created pursuant to the Texas Electric Choice Plan and the Financing Order;

WHEREAS the Servicer is willing to service the Transition Property purchased from the Seller by the Issuer;

WHEREAS the Issuer, in connection with ownership of the Transition Property, desires to engage the Servicer to carry out the functions described herein;

WHEREAS, the Transition Charges may not be itemized on Customers' bills and the TC Collections initially will be commingled with other funds collected from Customers and REPs (as applicable);

WHEREAS, the Financing Order calls for the Servicer to execute a servicing agreement with the Issuer pursuant to which the Servicer will be required, among other things, to impose and collect applicable Transition Charges for the benefit and account of the Issuer, to make periodic Transition Charge Adjustments required or allowed by the Financing Order, and to account for and remit the applicable Transition Charges to or for the account of the Issuer in accordance with the remittance procedures contained in the Servicing Agreement without any charge, deduction or surcharge of any kind (other than the Servicing Fee specified in the Servicing Agreement);

WHEREAS, a number of parties may have an interest in such commingled collections, and such parties have entered into an Intercreditor Agreement as of the date hereof that allows the party acting as the Utility (as defined therein) to allocate the collected, commingled funds according to each interested party's interest; and

WHEREAS, the Financing Order provides that the PUCT, acting through its authorized legal representative and for the benefit of Texas ratepayers, will enforce the Servicer's obligations imposed under this Agreement pursuant to the Financing Order to the extent permitted by law.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in Appendix A hereto.

SECTION 1.02. OTHER DEFINITIONAL PROVISIONS.

(a) The words "hereof," "herein," "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; Section, Appendix, Annex, Exhibit and Schedule references contained in this Agreement are references to Sections, Appendices, Annexes, Exhibits and Schedules in or to this Agreement unless otherwise specified; and the term "including" shall mean "including without limitation."

(b) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

(c) All terms defined in this Agreement have the same defined meanings when used in any certificate or other document made or delivered pursuant to this Agreement unless otherwise defined therein.

ARTICLE II

APPOINTMENT AND AUTHORIZATION OF SERVICER

SECTION 2.01. APPOINTMENT OF THE SERVICER; ACCEPTANCE OF APPOINTMENT. The Issuer hereby appoints the Servicer, and the Servicer hereby accepts such appointment, to perform the Servicer's obligations pursuant to this Agreement on behalf of and for the benefit of the Issuer or any assignee thereof in accordance with the terms of this Agreement and applicable law. This appointment and the Servicer's acceptance thereof may not be revoked except in accordance with the express terms of this Agreement.

SECTION 2.02. AUTHORIZATION. With respect to all or any portion of the Transition Property, the Servicer shall be, and hereby is, authorized and empowered by the Issuer to:

(a) execute and deliver, on behalf of itself or the Issuer, as the case may be, any and all instruments, documents or notices, and

(b) on behalf of itself or the Issuer, as the case may be, make any filing and participate in Proceedings related to the duties of the Servicer hereunder with any governmental authorities, including with the PUCT.

The Issuer shall furnish the Servicer with all executed documents as have been prepared by the Servicer for execution by the Issuer, and with such other documents as may be in the Issuer's possession, as necessary or appropriate to enable the Servicer to carry out its servicing

and administrative duties hereunder. Upon the written request of the Servicer, the Issuer shall furnish the Servicer with any powers of attorney or other documents necessary or appropriate to enable the Servicer to carry out its duties hereunder.

SECTION 2.03. DOMINION AND CONTROL OVER TRANSITION PROPERTY.

Notwithstanding any other provision contained herein, the Servicer and the Issuer agree that the Issuer shall have dominion and control over the Transition Property, and the Servicer, in accordance with the terms hereof, is acting solely as the servicing agent of and custodian for the Issuer with respect to the Transition Property. The Servicer hereby agrees that it shall not take any action that is not authorized by this Agreement, the Texas Electric Choice Plan or the Financing Order, that is not consistent with its customary procedures and practices, or that shall impair the rights of the Issuer with respect to the Transition Property, in each case unless such action is required by law or court or regulatory order.

ARTICLE III

BILLING AND OTHER SERVICES

SECTION 3.01. DUTIES OF THE SERVICER. The Servicer, as agent for the Issuer (to the extent provided herein), shall have the following duties:

(a) Duties of Servicer Generally. The Servicer shall manage, service, administer and make collections in respect of the Transition Property. The Servicer's duties will include:

(i) calculating and billing the Transition Charges;

(ii) obtaining meter reads and providing such metering information to the REPs, as necessary (unless another entity assumes metering responsibilities in accordance with the Financing Order, applicable tariffs or the Texas Electric Choice Plan);

(iii) collecting payments of Transition Charges and payments with respect to Transition Property from all persons or entities responsible for remitting Transition Charges and other payments with respect to Transition Property to the Servicer under the Financing Order, the Texas Electric Choice Plan, PUCT Regulations or applicable tariffs; provided, however, the Issuer and the Servicer acknowledge and agree that pursuant to the Intercreditor Agreement, payments in respect of Transition Charges and Transition Property may be deposited initially into an account held and processed by CenterPoint Houston in its capacity as the Utility for the benefit of the Servicer, and that CenterPoint Houston in its individual capacity may be replaced as the holder of such account by a Replacement Servicer or Designated Account Holder as those terms are defined and as set forth more fully in the Intercreditor Agreement;

(iv) posting all TC Collections remitted to the Servicer and posting all late-payment penalties assessed against REPs (as described in Section 3.02);

(v) responding to inquiries by Customers, REPs, the PUCT or any other State, local or federal governmental authority with respect to the Transition Property and the Transition Charges;

(vi) accounting for TC Collections and late-payment penalties of REPs, investigating and resolving delinquencies (including, where permitted by the Financing Order, Schedule TC2 and/or PUCT Regulations, terminating transmission and distribution service for nonpayment of charges), processing and depositing collections, making periodic remittances to the Trustee and furnishing periodic reports to the Issuer, the PUCT, the Trustee and each Rating Agency;

(vii) providing certified calculations and other information reasonably requested by agents appointed by the Servicer to collect the charges to enable the agents to perform collection services properly under the Intercreditor Agreement and monitoring the collections of the agents for compliance with the Intercreditor Agreement;

(viii) providing information reasonably requested by CenterPoint Houston in connection with the allocation of collections between Transition Charges and Transition Property on one hand, and other charges and fees on the other;

(ix) monitoring payments by each REP, reviewing reports provided by each REP and monitoring compliance by each REP with the credit standards and deposit obligations set forth in the Financing Order;

(x) notifying each REP of any defaults by such REP in its payment obligations and other obligations (including its credit standards) under Schedule TC2, and enforcing against such REP at the earliest date permitted by the Financing Order and Schedule TC2 any remedies provided by such Schedule TC2, the Financing Order or other applicable law and regulations;

(xi) making all filings with the PUCT and taking all other actions necessary to perfect the Issuer's ownership interests in and the Trustee's Lien on the Series Trust Estate;

(xii) selling, as the agent for the Issuer, as its interest may appear, defaulted or written-off accounts in accordance with the Servicer's usual and customary practices;

(xiii) taking action in connection with Transition Charge Adjustments and PBRAF Adjustments as is set forth herein; and

(xiv) any other duties specified for a servicer under the Financing Order, Schedule TC2, the Texas Electric Choice Plan or other applicable law.

Anything to the contrary notwithstanding, the duties of the Servicer set forth in this Agreement shall be qualified in their entirety by, and the Servicer shall at all times comply with, the Financing Order, the Texas Electric Choice Plan and any PUCT Regulations, orders or directions as in effect at the time such duties are to be performed. Without limiting the generality of this Section 3.01(a), in furtherance of the foregoing, the Servicer hereby agrees that it shall

also have, and shall comply with, the duties and responsibilities relating to data acquisition, usage and bill calculation, billing, customer service functions, collections, payment processing and remittance set forth in Exhibit A hereto.

(b) Notification of Laws and Regulations. The Servicer shall immediately notify the Issuer, the PUCT, the Trustee and each Rating Agency in writing of any laws or PUCT Regulations, orders or directions hereafter promulgated that have a material adverse effect on the Servicer's ability to perform its duties under this Agreement.

(c) Other Information. Upon the reasonable request of the Issuer, the Trustee, the PUCT or any Rating Agency, the Servicer shall provide to the Issuer, the Trustee, the PUCT or such Rating Agency, as the case may be, any public financial information in respect of the Servicer, or any material information regarding the Transition Property to the extent it is reasonably available to the Servicer, that may be reasonably necessary and permitted by law for the Issuer, the Trustee, the PUCT or such Rating Agency to monitor the performance by the Servicer hereunder. In addition, so long as any of the Transition Bonds are Outstanding, the Servicer shall provide to the Issuer, to the PUCT and to the Trustee, within a reasonable time after written request therefor, any information available to the Servicer or reasonably obtainable by it that is necessary to calculate the Transition Charges applicable to each Customer Class.

SECTION 3.02. COLLECTION AND ALLOCATION OF TRANSITION CHARGES.

(a) The Servicer shall use all reasonable efforts, subject to applicable law, to collect all amounts owed in respect of Transition Charges and late-payment penalties (as set forth in Section 3.02(c) below) as and when the same shall become due and shall follow such collection procedures as it follows with respect to collection activities that the Servicer conducts for itself or others. The Servicer shall not change the amount of or reschedule the due date of any scheduled payment of Transition Charges, except as contemplated in this Agreement or as required by law or court or PUCT order. The Servicer shall enforce at the earliest possible date the obligations with respect to the Transition Charges of each REP and each other Person owing or collecting Transition Charges, provided that any REP shall be entitled to hold back from its payment of Transition Charges to the Servicer an allowance for charge-offs according to the procedure and calculations set forth in the Financing Order, Schedule TC2 and the Issuer Annex.

(b) If an REP does not pay the full amount it has been billed by the Servicer, the amount paid by the REP will first be proportioned between the Transition Charges and other fees and charges (including amounts billed and due in respect of transition charges associated with transition bonds issued under other financing orders), other than late fees, and second, any remaining portion of the payment will be attributed to late fees owed to CenterPoint Houston or any successor.

(c) Each REP must pay Transition Charges within 35 days following the date of each billing by the Servicer to such REP ("REP Billing Day"), without regard to whether or when the REP receives payment from its retail customers. The Servicer shall accept payment by electronic funds transfer, wire transfer, and/or check. Payment will be considered received the date the electronic funds transfer or wire transfer is received by the Servicer or, if payment is made by check, the date the check clears. The Servicer shall assess and collect a 5% late-

payment penalty (the "Penalty") on all Transition Charges billed to an REP but not paid by that REP by the close of business on the 35th day after the date on which the Transition Charges were billed to the REP. Any and all such Penalty payments shall be paid to the Trustee for deposit in the Collection Account and shall be applied against Transition Charge obligations. An REP shall not be obligated to pay the overdue Transition Charges of another REP. If an REP agrees to assume the responsibility for the payment of overdue Transition Charges as a condition of receiving the customers of another REP that has decided to terminate service to those customers for any reason, the new REP shall not be assessed the Penalty upon such Transition Charges; provided, however, that the prior REP shall not be relieved of the previously assessed Penalties. Disputes regarding whether and when an REP has made payment of billed Transition Charges shall be resolved in accordance with Section 8(b) of the Issuer Annex.

SECTION 3.03. PAYMENT OF TC COLLECTIONS.

(a) The Servicer shall collect and remit to the Trustee, for deposit in the Collection Account on a daily basis in accordance with Section 5.11, the Transition Charges plus any Accrued Interest thereon from the date or dates such Transition Charges were actually received in accordance with Section 3.02 upon receipt of such collection from any source.

(b) The Servicer agrees and acknowledges that it will hold all TC Collections and other Transition Property collected by it for the benefit of the Issuer and the Trustee and that all amounts will be remitted by the Servicer in accordance with this Agreement without any surcharge, fee, offset, charge or other deduction other than as expressly permitted in the Financing Order and without making any claim to reduce its obligation to remit all TC Collections and any other proceeds of the Transition Property collected by it.

SECTION 3.04. SERVICING AND MAINTENANCE STANDARDS. The Servicer shall, on behalf of the Issuer:

(a) manage, service, administer and make collections in respect of the Transition Property with reasonable care and in material compliance with applicable law, including all applicable PUCT Regulations and guidelines, using the same degree of care and diligence that the Servicer exercises with respect to billing and collection activities that the Servicer conducts for itself and others;

(b) follow standards, policies and procedures in performing its duties as Servicer that are customary in the electric transmission and distribution industry or that the PUCT has mandated and that are consistent with the terms and provisions of the Financing Order, Schedule TC2 and existing law;

(c) use all reasonable efforts, consistent with its customary servicing procedures, to enforce and maintain the Issuer's and the Trustee's rights in respect of the Transition Property;

(d) calculate Transition Charges and PBRAFs in compliance with the Texas Electric Choice Plan, the Financing Order, any PUCT order related to Transition Charge allocation and any applicable tariffs;

(e) provide all reports to such parties to the Intercreditor Agreement regarding the Transition Charges and PBRAFs as are necessary to effect collection, allocation and remittance of payments in respect of Transition Charges and other collected funds in accordance with this Agreement and the Intercreditor Agreement; and

(f) make all filings required under the Texas Electric Choice Plan or the UCC to maintain the perfected security interest of the Trustee in the Series Trust Estate and use all reasonable efforts to otherwise enforce and maintain the Trustee's rights in respect of the Transition Property and the Series Trust Estate;

except where the failure to comply with any of the foregoing would not materially and adversely affect the Issuer's or the Trustee's respective interests in the Transition Property. The Servicer shall follow such customary and usual practices and procedures as it shall deem necessary or advisable in its servicing of all or any portion of the Transition Property, which, in the Servicer's judgment, may include the taking of legal action pursuant to Section 3.10 hereof or otherwise.

SECTION 3.05. SERVICER'S CERTIFICATES. The Servicer shall provide to the Issuer, the PUCT, the Trustee and the Rating Agencies the statements and certificates specified in the Issuer Annex at the time and in the manner set forth therein.

SECTION 3.06. ANNUAL STATEMENT AS TO COMPLIANCE; NOTICE OF DEFAULT. The Servicer shall deliver to the Issuer, the PUCT, the Trustee and each Rating Agency, on or before March 31 of each year beginning March 31, 2006, an Officers' Certificate, stating that:

(i) a review of the activities of the Servicer during the preceding calendar year (or relevant portion thereof) and of its performance under this Agreement has been made under such officers' supervision; and

(ii) to the best of such officers' knowledge, based on such review, the Servicer has fulfilled all its obligations under this Agreement throughout such period or, if there has been a Servicer Default, stating that there has been a default and describing each such default.

SECTION 3.07. ANNUAL REGISTERED INDEPENDENT PUBLIC ACCOUNTING FIRM REPORT.

(a) The Servicer shall cause a registered independent public accounting firm (which may also provide other services to the Servicer or the Seller) to prepare, and the Servicer shall deliver to the Issuer, the PUCT, the Trustee and each Rating Agency, on or before March 31 of each year, beginning March 31, 2006, to and including the March 31 succeeding the retirement of all Transition Bonds, a report addressed to the Servicer (the "Annual Accountant's Report"), which may be included as part of the Servicer's customary auditing activities, to the effect that such firm has performed certain procedures related to financial matters in connection with the Servicer's compliance with its obligations under this Agreement during the preceding calendar year (or, in the case of the first Annual Accountant's Report, the period of time from the Sale Date through December 31, 2005), identifying the results of such procedures and including any exceptions noted. In the event such accounting firm requires the Trustee or the Issuer to

agree or consent to the procedures performed by such firm, the Issuer shall direct the Trustee in writing to so agree; it being understood and agreed that the Trustee shall deliver such letter of agreement or consent in conclusive reliance upon the direction of the Issuer, and the Trustee shall not make any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(b) The Annual Accountant's Report shall also indicate that the accounting firm providing such report is independent of the Servicer within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

SECTION 3.08. TRANSITION PROPERTY DOCUMENTATION. To assure uniform quality in servicing the Transition Property and to reduce administrative costs, the Servicer shall keep on file, in accordance with its customary procedures, all Transition Property Documentation, it being understood that the Servicer is acting only as the servicing agent and custodian for the Issuer with respect to the Transition Property Documentation.

SECTION 3.09. COMPUTER RECORDS; AUDITS OF DOCUMENTATION.

(a) Safekeeping. The Servicer shall maintain accurate and complete accounts, records and computer systems pertaining to the Transition Property and the Transition Property Documentation in accordance with its standard accounting procedures and in sufficient detail to permit reconciliation between payments or recoveries on (or with respect to) Transition Charges and the TC Collections from time to time remitted to the Trustee pursuant to Section 5.11 and to enable the Issuer to comply with this Agreement and the Indenture. The Servicer shall conduct, or cause to be conducted, periodic audits of the Transition Property Documentation held by it under this Agreement and of the related accounts, records and computer systems, in such a manner as shall enable the Issuer and the Trustee, as pledgee of the Issuer, to verify the accuracy of the Servicer's record keeping. The Servicer shall promptly report to the Issuer, to the PUCT, and to the Trustee any failure on the Servicer's part to hold the Transition Property Documentation and maintain its accounts, records and computer systems as herein provided and promptly take appropriate action to remedy any such failure. Nothing herein shall be deemed to require an initial review or any periodic review by the Issuer or the Trustee of the Transition Property Documentation. The Servicer's duties to hold the Transition Property Documentation on behalf of the Issuer set forth in this Section 3.09, to the extent such Transition Property Documentation has not been previously transferred to a successor Servicer, shall terminate three years after the earlier of the date on which (i) the Servicer is succeeded by a successor Servicer pursuant to the provisions of this Agreement or (ii) no Transition Bonds of any Series are Outstanding.

(b) Maintenance of and Access to Records. The Servicer shall maintain the Transition Property Documentation at 1111 Louisiana Street, Houston, Texas or at such other office as shall be specified to the Issuer, to the PUCT and to the Trustee by written notice not later than 30 days prior to any change in location. The Servicer shall permit the Issuer and the Trustee or their respective duly authorized representatives, attorneys, agents or auditors at any time during normal business hours to inspect, audit and make copies of and abstracts from the Servicer's records regarding the Transition Property, the Transition Charges and the Transition Property Documentation. The failure of the Servicer to provide access to such information as a

result of an obligation or applicable law (including PUCT Regulations) prohibiting disclosure of information regarding customers shall not constitute a breach of this Section 3.09(b).

(c) Release of Documents. Upon written instruction from the Trustee in accordance with the Indenture, the Servicer shall release any Transition Property Documentation to the Trustee, the Trustee's agent or the Trustee's designee, as the case may be, and to the PUCT at such place or places as the Trustee may designate, as soon as practicable.

SECTION 3.10. DEFENDING TRANSITION PROPERTY AGAINST CLAIMS. The Servicer shall, subject to applicable law, institute any action or Proceeding necessary to compel performance by each REP and each party to the Intercreditor Agreement (and in the case of each REP at the earliest possible time) of any of their respective obligations or duties under the Texas Electric Choice Plan, the Financing Order or the Intercreditor Agreement with respect to the Transition Property, and the Servicer agrees, subject to applicable law, to take such legal or administrative actions, including defending against or instituting and pursuing legal actions and appearing or testifying at hearings or similar proceedings as may be reasonably necessary to block or overturn any attempts to cause a repeal of, modification of, or supplement to, the Texas Electric Choice Plan or the Financing Order. The costs of any such action shall be payable from TC Collections as an Operating Expense (and shall not be deemed to constitute a portion of the Servicing Fee) in accordance with the Indenture. The Servicer's obligations pursuant to this Section 3.10 shall survive and continue notwithstanding the fact that the payment of Operating Expenses pursuant to the Indenture may be delayed (it being understood that the Servicer may be required initially to advance its own funds to satisfy its obligations hereunder).

SECTION 3.11. OPINIONS OF COUNSEL. The Servicer shall deliver to the Issuer, to the PUCT and to the Trustee:

(a) promptly after the execution and delivery of this Agreement and of each amendment hereto, an Opinion of Counsel either:

(i) to the effect that, in the opinion of such counsel, all filings, including filings with the PUCT and the Secretary of State of the State of Texas pursuant to the Texas Electric Choice Plan and the UCC, that are necessary to perfect the interests of each of the Issuer and the Trustee in the Transition Property have been executed and filed and are in full force and effect, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or

(ii) to the effect that, in the opinion of such counsel, no such action shall be necessary to preserve and protect such interests; and

(b) within 90 days after the beginning of each calendar year beginning with the first calendar year beginning more than three months after the Sale Date, an Opinion of Counsel, dated as of a date during such 90-day period, either:

(i) to the effect that, in the opinion of such counsel, all filings, including filings with the PUCT and the Secretary of State of the State of Texas pursuant to the Texas Electric Choice Plan and the UCC, that are necessary to maintain the perfection of the interests of each of the Issuer and the Trustee in the Transition Property have been

executed and filed and are in full force and effect, and reciting the details of such filings or referring to prior Opinions of Counsel in which such details are given, or

(ii) to the effect that, in the opinion of such counsel, no such action shall be necessary to preserve and protect such interest.

Each Opinion of Counsel referred to in clause (a) or (b) above shall specify any action necessary (as of the date of such opinion) to be taken in the following year to preserve and protect such interests.

ARTICLE IV

SERVICES RELATED TO TRANSITION CHARGE ADJUSTMENTS AND PBRAF ADJUSTMENTS

SECTION 4.01. TRANSITION CHARGE ADJUSTMENTS AND PBRAF ADJUSTMENTS. The Servicer shall perform the calculations and take the actions relating to adjusting the Transition Charges and PBRAs as set forth in the Issuer Annex at the time and in the manner set forth therein.

ARTICLE V

THE SERVICER

SECTION 5.01. REPRESENTATIONS AND WARRANTIES OF THE SERVICER. The Servicer makes the following representations and warranties as of the Sale Date, on which the Issuer has relied in acquiring Transition Property. The representations and warranties shall survive the execution and delivery of this Agreement, the sale of any of the Transition Property to the Issuer and the pledge thereof to the Trustee pursuant to the Indenture.

(a) Organization and Good Standing. The Servicer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, with the limited liability company power and authority to own its properties and to conduct its business as such properties are currently owned and such business is presently conducted and to execute, deliver and carry out the terms of this Agreement and the Intercreditor Agreement and has the power, authority and legal right to service the Transition Property.

(b) Due Qualification. The Servicer is duly qualified to do business and is in good standing, and has obtained all necessary licenses and approvals, in all jurisdictions in which the ownership or lease of property or the conduct of its business (including the servicing of the Transition Property as required by this Agreement and the Intercreditor Agreement) requires such qualifications, licenses or approvals (except where the failure to so qualify would not be reasonably likely to have a material adverse effect on the Servicer's business, operations, assets, revenues, properties or prospects or adversely affect the servicing of the Transition Property).

(c) Power and Authority. The Servicer has the limited liability company or corporate, as the case may be, power and authority to execute and deliver this Agreement and the Intercreditor Agreement and to carry out the terms of each; and the execution, delivery

and performance of this Agreement and the Intercreditor Agreement have been duly authorized by the Servicer by all necessary limited liability company or corporate, as the case may be, action.

(d) Binding Obligation. This Agreement and the Intercreditor Agreement both constitute legal, valid and binding obligations of the Servicer enforceable against the Servicer in accordance with their terms subject to applicable bankruptcy, receivership, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally from time to time in effect and to general principles of equity (regardless of whether considered in a court proceeding in equity or at law).

(e) No Violation. The consummation of the transactions contemplated by this Agreement and the Intercreditor Agreement (to the extent applicable to the Servicer's responsibilities thereunder) and the fulfillment of the terms of each will not conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time) a default under, the limited liability company agreement or articles of incorporation or by-laws, as the case may be, of the Servicer, or any material agreement to which the Servicer is a party or by which it is bound or result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such agreement (other than any Lien that may be granted under the Basic Documents or any Lien created pursuant to Section 39.909 of the Texas Electric Choice Plan); or violate any law or any existing order, rule or regulation applicable to the Servicer of any court or of any federal or State regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Servicer or its properties.

(f) Approvals. No approval, authorization, consent, order or other action of, or filing with, any court, federal or State regulatory body, administrative agency or other governmental instrumentality is required in connection with the execution and delivery by the Servicer of this Agreement or the Intercreditor Agreement, the performance by the Servicer of the transactions contemplated hereby or thereby or the fulfillment by the Servicer of the terms of each, except those that have been obtained or made or that are required by this Agreement to be made in the future by the Servicer, including the Issuance Advice Letter, filings with the PUCT for adjusting Transition Charges and PBRAs pursuant to Section 4.01 and the Issuer Annex and filings with the Secretary of State of the State of Texas under the Texas Electric Choice Plan and Article 9 of the UCC.

(g) No Proceedings. Except as disclosed by the Servicer on Schedule A hereto, there are no Proceedings pending or, to the Servicer's knowledge, threatened before any court, federal or State regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Servicer or its properties:

(i) asserting the invalidity of this Agreement or any of the other Basic Documents;

(ii) seeking any determination or ruling that might materially and adversely affect the Transition Property or the performance by the Servicer of its obligations under, or the validity or enforceability against the Servicer of, this Agreement;

(iii) relating to the Servicer and which might materially and adversely affect the federal income tax or State income, gross receipts or franchise tax attributes of the Transition Property or the Transition Bonds; or

(iv) seeking to prevent the issuance of the Transition Bonds or the consummation of any of the transactions contemplated by this Agreement or any of the other Basic Documents.

(h) Reports and Certificates. Each report and certificate delivered in connection with any filing made to the PUCT by the Servicer on behalf of the Issuer with respect to Transition Charges, Transition Charge Adjustments or PBRAF Adjustments will be true and correct in all material respects; provided, however, that to the extent any such report or certificate is based in part upon or contains assumptions, forecasts or other predictions of future events, the representation and warranty of the Servicer with respect thereto will be limited to the representation and warranty that such assumptions, forecasts or other predictions of future events are reasonable based upon historical performance.

SECTION 5.02. INDEMNITIES OF THE SERVICER; RELEASE OF CLAIMS.

(a) THE SERVICER SHALL BE LIABLE IN ACCORDANCE HERewith ONLY TO THE EXTENT OF THE OBLIGATIONS SPECIFICALLY UNDERTAKEN BY THE SERVICER UNDER THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT.

(b) THE SERVICER SHALL INDEMNIFY THE ISSUER AND THE TRUSTEE (FOR ITSELF AND ON BEHALF OF THE TRANSITION BONDHOLDERS) AND EACH OF THEIR RESPECTIVE TRUSTEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL LOSSES THAT MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST ANY SUCH PERSON AS A RESULT OF:

(I) THE SERVICER'S WILLFUL MISCONDUCT, BAD FAITH OR NEGLIGENCE IN THE PERFORMANCE OF ITS DUTIES OR OBSERVANCE OF ITS COVENANTS UNDER THIS AGREEMENT OR THE SERVICER'S RECKLESS DISREGARD OF ITS OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT OR THE INTERCREDITOR AGREEMENT;

(II) THE SERVICER'S BREACH OF ANY OF ITS REPRESENTATIONS OR WARRANTIES IN THIS AGREEMENT OR THE INTERCREDITOR AGREEMENT; OR

(III) LITIGATION AND RELATED EXPENSES RELATING TO ITS STATUS AND OBLIGATIONS AS SERVICER (OTHER THAN ANY PROCEEDINGS THE SERVICER IS REQUIRED TO INSTITUTE UNDER THIS AGREEMENT);

PROVIDED, HOWEVER, THAT THE SERVICER SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE BAD FAITH, WILLFUL MISCONDUCT OR NEGLIGENCE OF ANY PERSON INDEMNIFIED PURSUANT TO THIS SECTION 5.02 (EACH, AN "INDEMNIFIED PERSON") OR RESULTING FROM A BREACH OF A REPRESENTATION OR WARRANTY MADE BY SUCH INDEMNIFIED PERSON TO THE SERVICER IN ANY BASIC DOCUMENT THAT GIVES RISE TO THE SERVICER'S BREACH.

(c) PROMPTLY AFTER RECEIPT BY AN INDEMNIFIED PERSON OF WRITTEN NOTICE OF ITS INVOLVEMENT IN ANY ACTION, PROCEEDING OR INVESTIGATION, SUCH INDEMNIFIED PERSON SHALL, IF A CLAIM FOR INDEMNIFICATION IN RESPECT THEREOF IS TO BE MADE AGAINST THE SERVICER UNDER THIS SECTION 5.02, NOTIFY THE SERVICER IN WRITING OF SUCH INVOLVEMENT. FAILURE BY AN INDEMNIFIED PERSON TO SO NOTIFY THE SERVICER SHALL RELIEVE THE SERVICER FROM THE OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SUCH INDEMNIFIED PERSON UNDER THIS SECTION 5.02 ONLY TO THE EXTENT THAT THE SERVICER SUFFERS ACTUAL PREJUDICE AS DETERMINED BY A COURT OF COMPETENT JURISDICTION AS A RESULT OF SUCH FAILURE. WITH RESPECT TO ANY ACTION, PROCEEDING OR INVESTIGATION BROUGHT BY A THIRD PARTY FOR WHICH INDEMNIFICATION MAY BE SOUGHT BY AN INDEMNIFIED PERSON UNDER THIS SECTION 5.02, THE SERVICER SHALL BE ENTITLED TO ASSUME THE DEFENSE OF ANY SUCH ACTION, PROCEEDING OR INVESTIGATION UNLESS (X) SUCH ACTION, PROCEEDING OR INVESTIGATION EXPOSES THE INDEMNIFIED PERSON TO A RISK OF CRIMINAL LIABILITY OR FORFEITURE, (Y) THE SERVICER AND SUCH INDEMNIFIED PERSON HAVE A CONFLICT OF INTEREST IN THEIR RESPECTIVE DEFENSES OF SUCH ACTION, PROCEEDING OR INVESTIGATION OR (Z) THERE EXISTS AT THE TIME THE SERVICER WOULD ASSUME SUCH DEFENSE AN ONGOING SERVICER DEFAULT. UPON ASSUMPTION BY THE SERVICER OF THE DEFENSE OF ANY SUCH ACTION, PROCEEDING OR INVESTIGATION, THE INDEMNIFIED PERSON SHALL HAVE THE RIGHT TO PARTICIPATE IN SUCH ACTION OR PROCEEDING AND TO RETAIN ITS OWN COUNSEL (INCLUDING LOCAL COUNSEL), AND THE SERVICER SHALL BEAR THE REASONABLE FEES, COSTS AND EXPENSES OF SUCH SEPARATE COUNSEL. THE INDEMNIFIED PERSON SHALL NOT SETTLE OR COMPROMISE OR CONSENT TO THE ENTRY OF ANY JUDGMENT WITH RESPECT TO ANY PENDING OR THREATENED CLAIM, ACTION, SUIT OR PROCEEDING IN RESPECT OF WHICH INDEMNIFICATION MAY BE SOUGHT UNDER THIS SECTION 5.02 (WHETHER OR NOT THE SERVICER IS AN ACTUAL OR POTENTIAL PARTY TO SUCH CLAIM OR ACTION) UNLESS THE SERVICER AGREES IN WRITING TO SUCH SETTLEMENT, COMPROMISE OR CONSENT AND SUCH SETTLEMENT, COMPROMISE OR CONSENT INCLUDES AN UNCONDITIONAL RELEASE OF THE SERVICER FROM ALL LIABILITY ARISING OUT OF SUCH CLAIM, ACTION, SUIT OR PROCEEDING.

(d) THE SERVICER SHALL INDEMNIFY THE TRUSTEE AND ITS RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL LOSSES THAT MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST ANY SUCH PERSON AS A RESULT OF THE ACCEPTANCE OR PERFORMANCE OF THE TRUSTS AND DUTIES CONTAINED HEREIN AND IN THE INDENTURE, EXCEPT TO THE EXTENT THAT ANY SUCH LOSS (I) SHALL BE DUE TO THE WILLFUL MISCONDUCT, BAD FAITH OR NEGLIGENCE OF THE TRUSTEE OR (II) SHALL ARISE FROM THE TRUSTEE'S BREACH OF ANY OF ITS REPRESENTATIONS OR WARRANTIES SET FORTH IN THE INDENTURE; PROVIDED, HOWEVER, THAT THE FOREGOING INDEMNITY IS EXTENDED TO THE TRUSTEE SOLELY IN ITS INDIVIDUAL CAPACITY AND NOT FOR THE BENEFIT OF THE TRANSITION BONDHOLDERS OR ANY OTHER PERSON. SUCH AMOUNTS WITH RESPECT TO THE TRUSTEE SHALL BE DEPOSITED AND DISTRIBUTED IN ACCORDANCE WITH THE INDENTURE.

(e) THE SERVICER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.02(B) AND (D) FOR EVENTS OCCURRING PRIOR TO THE REMOVAL OR RESIGNATION OF THE TRUSTEE OR THE TERMINATION OF THIS AGREEMENT SHALL SURVIVE THE RESIGNATION OR REMOVAL OF THE TRUSTEE OR THE TERMINATION OF THIS AGREEMENT AND SHALL INCLUDE REASONABLE COSTS, FEES AND EXPENSES OF INVESTIGATION AND LITIGATION (INCLUDING THE ISSUER'S AND THE TRUSTEE'S REASONABLE ATTORNEYS' FEES AND EXPENSES).

(f) EXCEPT TO THE EXTENT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE SALE AGREEMENT OR THE FORMATION DOCUMENTS (INCLUDING THE SERVICER'S CLAIMS WITH RESPECT TO THE SERVICING FEES AND THE SELLER'S CLAIM FOR PAYMENT OF THE PURCHASE PRICE OF TRANSITION PROPERTY), THE SERVICER HEREBY RELEASES AND DISCHARGES THE ISSUER (INCLUDING ITS MEMBERS, MANAGERS, EMPLOYEES AND AGENTS, IF ANY), AND THE TRUSTEE (INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS AND AGENTS) (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL ACTIONS, CLAIMS AND DEMANDS WHATSOEVER, WHICH THE SERVICER, IN ITS CAPACITY AS SERVICER, SHALL OR MAY HAVE AGAINST ANY SUCH PERSON RELATING TO THE TRANSITION PROPERTY OR THE SERVICER'S ACTIVITIES WITH RESPECT THERETO OTHER THAN ANY ACTIONS, CLAIMS AND DEMANDS ARISING OUT OF THE WILLFUL MISCONDUCT, BAD FAITH OR NEGLIGENCE OF THE RELEASED PARTIES.

(g) THE SERVICER AND THE ISSUER HEREBY ACKNOWLEDGE THAT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE TRUSTEE IS A THIRD-PARTY BENEFICIARY OF THIS SECTION 5.02 AND IS ENTITLED TO THE BENEFITS OF THE INDEMNITY FROM THE SERVICER CONTAINED HEREIN AND TO BRING ANY ACTION TO ENFORCE SUCH INDEMNIFICATION DIRECTLY AGAINST THE SERVICER.

(h) THE SERVICER SHALL INDEMNIFY THE PUCT (FOR THE BENEFIT OF CUSTOMERS), THE ISSUER, THE TRUSTEE (FOR ITSELF AND ON BEHALF OF THE TRANSITION BONDHOLDERS), AND EACH OF THEIR RESPECTIVE TRUSTEES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR, AND DEFEND AND HOLD HARMLESS EACH SUCH PERSON FROM AND AGAINST, ANY AND ALL LOSSES THAT MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST ANY SUCH PERSON AS A RESULT OF ANY INCREASE IN THE SERVICING FEE THAT BECOMES PAYABLE PURSUANT TO SECTION 5.07(B) OF THIS AGREEMENT AS A RESULT OF A DEFAULT RESULTING FROM THE SERVICER'S WILLFUL MISCONDUCT, BAD FAITH OR NEGLIGENCE IN PERFORMANCE OF ITS DUTIES OR OBSERVANCE OF ITS COVENANTS UNDER THIS AGREEMENT. THE INDEMNIFICATION OBLIGATION SET FORTH IN THIS PARAGRAPH MAY BE ENFORCED BY THE PUCT BUT IS NOT ENFORCEABLE BY ANY REP OR ANY CUSTOMER. ANY INDEMNITY PAYMENTS MADE TO THE PUCT UNDER THIS PARAGRAPH FOR THE BENEFIT OF CUSTOMERS SHALL BE REMITTED TO THE TRUSTEE PROMPTLY FOR DEPOSIT INTO THE COLLECTION ACCOUNT.

SECTION 5.03. MERGER OR CONSOLIDATION OF, OR ASSUMPTION OF THE OBLIGATIONS OF, THE SERVICER. Any Person:

(a) into which the Servicer may be merged, converted or consolidated and which succeeds to all or substantially all of the electric transmission and distribution business of the Servicer (or, if the Servicer's transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(b) which results from the division of the Servicer into two or more Persons and which succeeds to all or substantially all of the electric transmission and distribution business of the Servicer (or, if the Servicer's transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(c) which may result from any merger, conversion or consolidation to which the Servicer shall be a party and which succeeds to all or substantially all of the electric transmission and distribution business of the Servicer (or, if the Servicer's transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

(d) which may purchase or otherwise succeed to the properties and assets of the Servicer substantially as a whole and which purchases or otherwise succeeds to all or substantially all of the electric transmission and distribution business of the Servicer (or, if the Servicer's transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999), or

(e) which may otherwise purchase or succeed to all or substantially all of the electric transmission and distribution business of the Servicer (or, if the Servicer's transmission and distribution business is split, which provides distribution service directly to a majority of the retail electric customers in the Seller's certificated service area as it existed on May 1, 1999),

which Person in any of the foregoing cases executes an agreement of assumption to perform every obligation of the Servicer under this Agreement, shall be the successor to the Servicer under this Agreement without the execution or filing of any document or any further act by any of the parties to this Agreement; provided, however, that:

(i) immediately after giving effect to such transaction, the representations and warranties made pursuant to Section 5.01 shall be true and correct and no Servicer Default, and no event that, after notice or lapse of time, or both, would become a Servicer Default, shall have occurred and be continuing;

(ii) the Servicer shall have delivered to the Issuer, the PUCT and the Trustee an Officers' Certificate and an opinion of Independent counsel each stating that such consolidation, merger, conversion or succession and such agreement of assumption comply with this Section 5.03 and that all conditions precedent, if any, provided for in this Agreement relating to such transaction have been complied with;

(iii) the Servicer shall have delivered to the Issuer, the PUCT, the Trustee and the Rating Agencies an Opinion of Counsel either

(A) stating that, in the opinion of such counsel, all filings to be made by the Servicer, including filings with the PUCT pursuant to the Texas Electric Choice Plan and the UCC, that are necessary fully to preserve and protect the interests of each of the Issuer and the Trustee in the Transition Property have been executed and filed and are in full force and effect, and reciting the details of such filings or

(B) stating that, in the opinion of such counsel, no such action is necessary to preserve and protect such interests;

(iv) the Rating Agencies shall have received prior written notice of such transaction and, if such Person is not an Affiliate of CenterPoint Houston, the Rating Agency Condition shall be satisfied; and

(v) the Servicer shall have delivered to the Issuer, the PUCT, the Trustee and the Rating Agencies an opinion of independent tax counsel (as selected by, and in form and substance satisfactory to, the Servicer, and which may be based on a ruling from the Internal Revenue Service) to the effect that, for federal income tax purposes, such transaction will not result in a material adverse federal income tax consequence to the Issuer or the Transition Bondholders.

The Servicer shall not consummate any transaction referred to in clauses (a), (b), (c), (d) or (e) above except upon execution of the above-described agreement of assumption and compliance with clauses (i), (ii), (iii), (iv) and (v) above. When any Person acquires the properties and assets

of the Servicer substantially as a whole or otherwise becomes the successor to the Servicer in accordance with the terms of this Section 5.03, then upon the satisfaction of all of the other conditions of this Section 5.03, the Servicer shall automatically and without further notice be released from its obligations hereunder.

SECTION 5.04. ASSIGNMENT OF THE SERVICER'S OBLIGATIONS. Upon written notice to the Trustee, the PUCT and the Rating Agencies, the Servicer may assign a portion of its obligations hereunder to an assignee (A) in accordance with the Intercreditor Agreement with respect to the obligations to maintain and process any account into which initial collections may be deposited and process payments in respect of Transition Charges or (B) subject to the satisfaction of Section 5.03.

SECTION 5.05. LIMITATION ON LIABILITY OF THE SERVICER AND OTHERS. The Servicer shall not be liable to the Issuer, its managers, the Transition Bondholders, the Trustee or any other person, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; provided, however, that this provision shall not protect the Servicer against any liability that would otherwise be imposed by reason of willful misconduct, bad faith or negligence in the performance of its duties or by reason of reckless disregard of its obligations and duties under this Agreement or the Intercreditor Agreement. The Servicer and any director or officer or employee or agent of the Servicer may rely in good faith on the advice of counsel reasonably acceptable to the Trustee or on any document of any kind, reasonably believed to be genuine and to have been signed by the proper party respecting any matters arising under this Agreement.

Except as provided in this Agreement (including but not limited to Section 3.10 of this Agreement), the Servicer shall not be under any obligation to appear in, prosecute or defend any Proceeding that is not directly related to one of the Servicer's enumerated duties in this Agreement or related to its obligation to pay indemnification, and that in its reasonable opinion may cause it to incur any expense or liability; provided, however, that the Servicer may, in respect of any Proceeding, undertake any reasonable action that is not specifically identified in this Agreement as a duty of the Servicer but that the Servicer may deem necessary or desirable in respect of this Agreement and the rights and duties of the parties to this Agreement and the interests of the Transition Bondholders under this Agreement. The Servicer's costs and expenses incurred in connection with any such Proceeding shall be payable from TC Collections as an Operating Expense (and shall not be deemed to constitute a portion of the Servicing Fee) in accordance with the Indenture. The Servicer's obligations pursuant to this Section 5.05 shall survive and continue notwithstanding the fact that the payment of Operating Expenses pursuant to the Indenture may be delayed (it being understood that the Servicer may be required initially to advance its own funds to satisfy its obligations hereunder).

SECTION 5.06. CENTERPOINT HOUSTON NOT TO RESIGN AS SERVICER. Subject to the provisions of Sections 5.03 and 5.04, CenterPoint Houston shall not resign from the obligations and duties imposed on it as Servicer under this Agreement unless the Servicer delivers to the Issuer, the Trustee, the PUCT and each Rating Agency written notice of such resignation at the earliest practicable time and, concurrently therewith or promptly thereafter, an opinion of Independent legal counsel that the Servicer's performance of its duties under this Agreement shall no longer be permissible under applicable law. No such resignation shall

become effective until a successor Servicer shall have assumed the servicing obligations and duties hereunder of the Servicer in accordance with Section 6.04.

SECTION 5.07. SERVICING FEE. (a) The Issuer agrees to pay the Servicer on each Payment Date, solely to the extent amounts are available therefor in accordance with the Indenture, the Servicing Fee with respect to all Series of Transition Bonds. For so long as:

(i) CenterPoint Houston or one of its Affiliates is the Servicer,

(ii) a successor to CenterPoint Houston or one of its Affiliates is the Servicer due to the operation of the provisions of Section 5.03, or

(iii) any Person is the successor Servicer hereunder pursuant to the provisions of Section 5.04 if the predecessor Servicer was CenterPoint Houston or one of its Affiliates,

the amount of the Servicing Fee paid to the Servicer annually shall equal 0.05% of the Transition Bond Balance on the Series Issuance Date and shall be prorated based on the fraction of a calendar year during which the Servicer provides any of the services set forth in this Agreement).

(b) In the event that a successor Servicer not an Affiliate of CenterPoint Houston is appointed in accordance with Section 6.04, the amount of Servicing Fee paid to the Servicer annually shall be agreed upon by the successor Servicer and the Trustee but shall in no event exceed 0.60% of the Transition Bond Balance on the Series Issuance Date without the consent of the PUCT and shall be prorated based on the fraction of a calendar year during which the successor Servicer provides any of the services set forth in this Agreement. The foregoing fees set forth in paragraph (a) above and this paragraph (b) constitute a fair and reasonable price for the obligations to be performed by the Servicer. The Servicer and any successor Servicer agrees to pay from amounts received as the Servicing Fee all fees due and owing pursuant to the Intercreditor Agreement, and neither the Servicer nor any successor Servicer shall seek or be entitled to any other or additional reimbursement therefor. The Trustee shall not be responsible or liable for the Servicing Fee or any fees arising from the Intercreditor Agreement or for any increase or differential in such fees.

(c) The Servicer will be entitled to retain any interest earnings on such TC Collections prior to remittance to the Collection Account for the applicable Series; provided, however, that if the Servicer fails to remit the TC Collections to the Trustee on or before the second business day after the Servicer received such TC Collections on more than three occasions during the period that the Transition Bonds of a Series are outstanding, then thereafter the Servicer will be required to pay the Trustee any actual interest earned on TC Collections received by the Servicer and invested by the Servicer during each collection period prior to remittance to the Trustee for so long as that Series of Transition Bonds remains outstanding. All late payment charges will be remitted to the Trustee.

SECTION 5.08. SERVICER EXPENSES. Except as otherwise expressly provided in Sections 3.10 and 5.05, the Servicer shall be required to pay all expenses incurred by it in connection with its activities hereunder and under the Intercreditor Agreement, including fees and disbursements of independent accountants and counsel, taxes imposed on the Servicer and expenses incurred in connection with reports to Transition Bondholders.

SECTION 5.09. APPOINTMENTS. The Servicer, with written notice to the Trustee and the PUCT, may at any time appoint a subservicer or agent to perform all or any portion of its obligations as Servicer hereunder; provided, however, that the Rating Agency Condition shall have been satisfied in connection therewith; provided further that the Servicer shall remain obligated and be liable to the Issuer for the servicing and administering of the Transition Property in accordance with the provisions hereof without diminution of such obligation and liability by virtue of the appointment of such subservicer or agent and to the same extent and under the same terms and conditions as if the Servicer alone were servicing and administering the Transition Property. The fees and expenses of the subservicer or agent shall be as agreed between the Servicer and its subservicer or agent from time to time, and none of the Issuer, the Trustee or the Transition Bondholders shall have any responsibility therefor. Any such appointment shall not constitute a Servicer resignation under Section 5.06. The Designated Account Holder shall constitute a subservicer for purposes of this Section 5.09.

SECTION 5.10. NO SERVICER ADVANCES. The Servicer shall not make any advances of interest on or principal of the Transition Bonds.

SECTION 5.11. REMITTANCES. The Servicer will make periodic payments on account of TC Collections to the Trustee for deposit in the Collection Account for the applicable series of Transition Bonds. The Servicer will remit TC Collections to the Trustee on a daily basis, which daily remittance shall be made as soon as reasonably practicable but in no event later than the second Business Day after the Servicer receives those TC Collections.

SECTION 5.12. PROTECTION OF TITLE. The Servicer shall execute and file all filings, including filings with the Secretary of State of the State of Texas pursuant to the Texas Electric Choice Plan and Article 9 of the UCC, and cause to be executed and filed all filings, all in such manner and in such places as may be required by law fully to preserve, maintain and protect the interests of the Issuer and the Trustee in the Transition Property, including all filings required under the Texas Electric Choice Plan and Article 9 of the UCC relating to the transfer of the ownership or security interest in the Transition Property by the Seller to the Issuer or any security interest granted by the Issuer in the Transition Property. The Servicer shall deliver (or cause to be delivered) to the Issuer, the PUCT and the Trustee file-stamped copies of, or filing receipts for, any document filed as provided above, as soon as available following such filing.

ARTICLE VI

SERVICER DEFAULT

SECTION 6.01. SERVICER DEFAULT. If any one of the following events (a "Servicer Default") occurs and is continuing:

(a) any failure by the Servicer to remit to the Trustee, on behalf of the Issuer, any required remittance by the date that such remittance must be made that continues unremedied for a period of five Business Days; or

(b) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in this Agreement (other than as provided in Section 6.01(a) or (c)) or any other Basic Document to which it is a party in such capacity, which failure

(i) materially and adversely affects the Transition Property or the timely collection of the Transition Charges or the rights of the Trustee or the Transition Bondholders, and

(ii) continues unremedied for a period of 60 days after the earlier to occur of (A) the Trustee, the PUCT or the Issuer delivers written notice of such failure to the Servicer or (B) an officer of the Servicer discovers such failure;

(c) any failure by the Servicer duly to perform its obligations under Section 7 of Annex 1 to this Agreement in the time and manner set forth therein, which failure continues unremedied for a period of five business days;

(d) any representation or warranty made by the Servicer in this Agreement or any Basic Document proves to have been incorrect when made, which has a material adverse effect on the Transition Property or the Issuer's ownership interest therein, the security interest of the Trustee in the Transition Property, the Issuer, the Transition Bondholders or the investment of the Transition Bondholders in the Transition Bonds, and which material adverse effect continues unremedied for a period of 60 days after the date on which written notice thereof shall have been given to the Servicer (with a copy to the Trustee) by the Issuer, the PUCT or the Trustee or after discovery of such failure by an officer of the Servicer, as the case may be; or

(e) an Insolvency Event occurs with respect to the Servicer;

then, so long as the Servicer Default shall not have been remedied, and in no other circumstances, the Trustee may, or shall upon the written instruction of the Majority Holders, terminate all the rights and obligations (other than the indemnification obligations set forth in Section 5.02 hereof and the obligation under Section 6.04 to continue performing its functions as Servicer until a successor Servicer is appointed) of the Servicer under this Agreement by notice then given in writing to the Servicer (a "Termination Notice") and the Trustee shall comply with the provisions of Section 5 of the Intercreditor Agreement. The Servicer shall notify each Rating Agency promptly upon the Servicer's receipt of a Termination Notice.

In addition, upon a Servicer Default, the Issuer and the Trustee shall be entitled to (x) apply to a state district court located in Travis County, Texas, for sequestration and payment to the Trustee of revenues arising with respect to the Transition Property, (y) foreclose on or otherwise enforce the Lien on and security interests in the Transition Property and (z) apply to the PUCT for an order that amounts arising from the Transition Charges be transferred to a separate account for the benefit of the Transition Bondholders, in accordance with the Texas Electric Choice Plan.

On or after the receipt by the Servicer of a Termination Notice, all authority and power of the Servicer under this Agreement, whether with respect to the Transition Property, the related Transition Charges or otherwise, shall, upon appointment of a successor Servicer pursuant to Section 6.04 and pursuant to the provisions of the Intercreditor Agreement, without further action, pass to and be vested in such successor Servicer and, without limitation, the Trustee is hereby authorized and empowered to execute and deliver, on behalf of the predecessor Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such Termination Notice, whether to complete the transfer of the Transition Property Documentation and related documents, or otherwise. The predecessor Servicer shall cooperate with the successor Servicer, the Trustee and the Issuer in effecting the termination of the responsibilities and rights of the predecessor Servicer under this Agreement and the Intercreditor Agreement, including the transfer to the successor Servicer for administration by it of all cash amounts that shall at the time be held by the predecessor Servicer for remittance, or shall thereafter be received by it with respect to the Transition Property or the related Transition Charges. As soon as practicable after receipt by the Servicer of such Termination Notice, the Servicer shall deliver the Transition Property Documentation to the successor Servicer. All reasonable costs and expenses (including attorneys' fees and expenses) incurred in connection with transferring the Transition Property Documentation to the successor Servicer and amending this Agreement or the Intercreditor Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of documentation of such costs and expenses. All costs and expenses (including attorneys' fees and expenses) incurred in connection with transferring the Transition Property Documentation to the successor Servicer and amending this Agreement or the Intercreditor Agreement to reflect the succession as Servicer other than pursuant to this Section shall be paid by the party incurring such costs and expenses. Termination of CenterPoint Houston's rights as a Servicer shall not terminate CenterPoint Houston's rights or obligations in its individual capacity under the Sale Agreement or the Intercreditor Agreement (except rights thereunder deriving from its rights as the Servicer hereunder).

SECTION 6.02. NOTICE OF SERVICER DEFAULT. The Servicer shall deliver to the Issuer, to the Trustee, to the PUCT, and to each Rating Agency promptly after having obtained actual knowledge thereof, but in no event later than two Business Days thereafter, written notice in an Officers' Certificate of any event or circumstance which, with the giving of notice or the passage of time, would become a Servicer Default under Section 6.01.

SECTION 6.03. WAIVER OF PAST DEFAULTS. The Trustee, with the written consent of the Majority Holders, may waive in writing in whole or in part any default by the Servicer in the performance of its obligations hereunder and its consequences, except a default in making any required remittances to the Trustee of TC Collections from Transition Property in accordance with Section 5.11 of this Agreement. Upon any such waiver of a past default, such default shall cease to exist, and any Servicer Default arising therefrom shall be deemed to have been remedied for every purpose of this Agreement. No such waiver shall extend to any subsequent or other default or impair any right consequent thereto.

SECTION 6.04. APPOINTMENT OF SUCCESSOR.

(a) Upon the Servicer's receipt of a Termination Notice pursuant to Section 6.01 or the Servicer's resignation in accordance with the terms of this Agreement, the Servicer shall continue to perform its functions as Servicer under this Agreement and shall be entitled to receive the requisite portion of the Servicing Fee, until a successor Servicer shall have assumed in writing the obligations of the Servicer hereunder as described below. In the event of the Servicer's removal or resignation hereunder, the Trustee at the written direction and with the consent of the Majority Holders shall appoint a successor Servicer, and the successor Servicer shall accept its appointment by a written assumption in form acceptable to the Issuer and the Trustee. In no event shall the Trustee be liable for its appointment of a successor Servicer appointed with due care. If, within 30 days after the delivery of the Termination Notice, a new Servicer shall not have been appointed and accepted such appointment, the Trustee may petition the PUCT or a court of competent jurisdiction to appoint a successor Servicer under this Agreement. A Person shall qualify as a successor Servicer only if:

(i) such Person is permitted under PUCT Regulations to perform the duties of the Servicer pursuant to the Texas Electric Choice Plan, the Financing Order and this Agreement,

(ii) either (A) the PUCT has approved the appointment of the successor Servicer or (B) 45 days have lapsed since the PUCT received notice of appointment of the successor Servicer and the PUCT has neither approved nor disapproved that appointment,

(iii) the Rating Agency Condition shall have been satisfied, and

(iv) such Person enters into a servicing agreement with the Issuer having substantially the same provisions as this Agreement and into the Intercreditor Agreement (as Additional TC Servicer).

(b) Upon appointment, the successor Servicer shall be the successor in all respects to the predecessor Servicer under this Agreement and shall be subject to all the responsibilities, duties and liabilities arising thereafter relating thereto placed on the predecessor Servicer and shall be entitled to the Servicing Fee and all the rights granted to the predecessor Servicer by the terms and provisions of this Agreement.

(c) The successor Servicer may not resign unless it is prohibited from serving as such by law.

SECTION 6.05. COOPERATION WITH SUCCESSOR. The predecessor Servicer covenants and agrees with the Issuer that it will, on an ongoing basis, cooperate with the successor Servicer and provide whatever information is, and take whatever actions are, reasonably necessary to assist the successor Servicer in performing its obligations hereunder.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.01. AMENDMENT. This Agreement may be amended by the Servicer and the Issuer, with the prior written consent of the Trustee, the consent of the PUCT pursuant to Section 7.12 if the contemplated amendment increases ongoing qualified costs as defined in the Financing Order and the satisfaction of the Rating Agency Condition. Promptly after the execution of any such amendment or consent, the Issuer shall furnish written notification of the substance of such amendment or consent to each of the Rating Agencies.

Prior to the execution of any amendment to this Agreement, the Issuer and the Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel stating that the execution of such amendment is authorized or permitted by this Agreement and the Opinion of Counsel referred to in Section 3.11. The Issuer and the Trustee may, but shall not be obligated to, enter into any such amendment which affects their own rights, duties or immunities under this Agreement or otherwise.

SECTION 7.02. NOTICES. All demands, notices and communications upon or to the Servicer, the Issuer, the PUCT, the Trustee or the Rating Agencies under this Agreement shall be in writing, delivered personally, via facsimile, by reputable overnight courier or by first class mail, postage prepaid, and shall be deemed to have been duly given upon receipt

(a) in the case of the Servicer, to CenterPoint Houston, 1111 Louisiana Street, Houston, Texas 77002, Attention: Treasurer;

(b) in the case of the Issuer, to CenterPoint Energy Transition Bond Company II, LLC, 1111 Louisiana Street, Suite 4655B, Houston, Texas 77002, Attention: Manager;

(c) in the case of the Trustee, at its Corporate Trust Office;

(d) in the case of Moody's, to Moody's Investors Service, Inc., ABS Monitoring Department, 99 Church Street, New York, New York 10007;

(e) in the case of Standard & Poor's, to Standard & Poor's, a division of The McGraw-Hill Companies, 55 Water Street, New York, New York 10041; and

(f) in the case of Fitch, to Fitch Ratings, 1 State Street Plaza, New York, New York 10004;

(g) in the case of the PUCT, to 1701 N. Congress Avenue, Austin, Texas 78711-3326, Attention: Executive Director and General Counsel;

or, as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

SECTION 7.03. ASSIGNMENT. Notwithstanding anything to the contrary contained herein, except as provided in Sections 5.03 and 5.04 and as provided in the provisions of this

Agreement concerning the resignation or termination of the Servicer, this Agreement may not be assigned by the Servicer. Any purported assignment not in compliance with this Agreement shall be void.

SECTION 7.04. LIMITATIONS ON RIGHTS OF OTHERS. The provisions of this Agreement are solely for the benefit of the Servicer, the Issuer and, to the extent provided herein or in the other Basic Documents, Customers and the other Persons expressly referred to herein and the Trustee, on behalf of itself and the Transition Bondholders, and nothing in this Agreement, whether express or implied, shall be construed to give to any other Person any legal or equitable right, remedy or claim in the Series Trust Estate or under or in respect of this Agreement or any covenants, conditions or provisions contained herein. Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, any right, remedy or claim to which any Customer may be entitled pursuant to the Financing Order and this Agreement may be asserted or exercised only by the PUCT (or by the Attorney General of the State of Texas in the name of the PUCT) for the benefit of such Customer.

SECTION 7.05. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 7.06. SEPARATE COUNTERPARTS. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 7.07. HEADINGS. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

SECTION 7.08. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Texas, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

SECTION 7.09. ASSIGNMENT TO THE TRUSTEE. The Servicer hereby acknowledges and consents to any pledge, assignment and grant of a security interest by the Issuer to the Trustee pursuant to the Indenture for the benefit of any Transition Bondholders of all right, title and interest of the Issuer in, to and under the Transition Property owned by the Issuer and the proceeds thereof and the assignment of any or all of the Issuer's rights hereunder and under the Intercreditor Agreement to the Trustee. Notwithstanding such assignment, in no event shall the Trustee have any liability for the representations, warranties, covenants, agreements or other obligations of the Issuer, hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Issuer.

SECTION 7.10. NONPETITION COVENANTS. Notwithstanding any prior termination of this Agreement or the Indenture, but subject to a court's rights to order the sequestration and payment of revenues arising with respect to the Transition Property pursuant to Section 39.309(f) of the Texas Electric Choice Plan, the Servicer shall not, prior to the date which is one year and one day after the termination of the Indenture, petition or otherwise invoke or cause the Issuer to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of the property of the Issuer, or ordering the winding up or liquidation of the affairs of the Issuer.

SECTION 7.11. TERMINATION. This Agreement shall terminate when all Transition Bonds have been retired or redeemed in full.

SECTION 7.12. PUCT CONSENT. Except as specifically set forth in Section 6.04, to the extent the consent of the PUCT is required to effect any amendment to or modification of this Agreement or any provision of this Agreement,

(a) CenterPoint Houston may request the consent of the PUCT by delivering to the PUCT's executive director and general counsel a written request for such consent, which request shall contain:

(i) a reference to Docket No. 30485 and a statement as to the possible effect of the amendment on ongoing qualified costs;

(ii) an Officer's Certificate stating that the proposed amendment or modification has been approved by all parties to this Agreement; and

(iii) a statement identifying the person to whom the PUCT or its staff is to address its consent to the proposed amendment or modification or request additional time;

(b) The PUCT shall, within 30 days of receiving the request for consent complying with Section 7.12(a) above, either

(i) provide notice of its consent or lack of consent to the person specified in Section 7.12(a)(iii) above, or

(ii) be conclusively deemed, on the 31st day after receiving the request for consent, to have consented to the proposed amendment or modification,

unless, within 30 days of receiving the request for consent complying with Section 7.12(a) above, the PUCT or its staff delivers to the office of the person specified in Section 7.12(a)(iii) above a written statement requesting an additional amount of time not to exceed thirty days in which to consider whether to consent to the proposed amendment or modification. If the PUCT or its staff requests an extension of time in the manner set forth in the preceding sentence, then the PUCT shall either provide notice of its consent or lack of consent to the person specified in Section 7.12(a)(iii) above no later than the last day of such extension of time or be conclusively

deemed to have consented to the proposed amendment or modification on the last day of such extension of time. Any amendment or modification requiring the consent of the PUCT shall become effective on the later of (i) the date proposed by the parties to such amendment or modification and (ii) the first day after the expiration of the 30-day period provided for in Section 7.12(b)(ii), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended.

SECTION 7.13. EFFECT OF SUBSEQUENT PUCT REGULATIONS. Notwithstanding anything to the contrary contained in this Agreement (including Annex 1 hereto), to the extent the PUCT promulgates any PUCT Regulation permitted by the Financing Order or the Texas Electric Choice Plan whose effect is to modify or supplement any provision of this Agreement relating to REP standards, this Agreement shall be deemed to have been so modified or supplemented on the effective date of such regulation, and all other provisions contained herein shall be deemed modified accordingly without the necessity of any further action by any party hereto. The Servicer will notify the Issuer, the Rating Agencies and the Trustee of any such PUCT Regulation and the corresponding modification of or supplement to this Agreement promptly upon obtaining knowledge thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC

By: /s/ MARC KILBRIDE

Name: Marc Kilbride
Title: Manager

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC, as Servicer

By: /s/ Marc Kilbride

Name: Marc Kilbride
Title: Vice President and Treasurer

Acknowledged and Accepted:
Wilmington Trust Company,
not in its individual capacity but solely as
Trustee on behalf of the Holders
of the Transition Bonds

By: /s/ ERWIN M. SORIANO

Name: Erwin M. Soriano
Title: Assistant Vice President

SCHEDULE A
TO
TRANSITION PROPERTY SERVICING AGREEMENT

Proceedings pending or, to the Servicer's best knowledge, threatened before any court, federal or State regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Servicer or its properties seeking any determination or ruling that might materially and adversely affect the Transition Property or the performance by the Servicer of its obligations under, or the validity or enforceability against the Servicer of, this Agreement:

NONE.

ANNEX 1
TO
TRANSITION PROPERTY SERVICING AGREEMENT

The Servicer agrees to comply with the following with respect to CenterPoint Energy Transition Bond Company II, LLC (the "Issuer"):

SECTION 1. DEFINITIONS. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Appendix A to the Transition Property Servicing Agreement dated as of December 16, 2005 between the Issuer and CenterPoint Houston, as Servicer.

SECTION 2. CHANGES TO PBR AF METHODOLOGY PURSUANT TO PUCT ORDER. CenterPoint Houston's methodology for allocating qualified costs and developing the initial PBR AFs will not be changed except in the limited circumstance where total retail stranded costs on a statewide basis exceed \$5 billion as described in Part D of Section 6 of Schedule TC2. The Servicer shall file the adjustments required therein, within 45 days after the PUCT issues any order that causes the total statewide stranded costs (determined pursuant to Section 39.253(f) of the Texas Electric Choice Plan) to exceed \$5 billion or changes the amount by which the total statewide stranded costs (determined pursuant to Section 39.253(f) of the Texas Electric Choice Plan) exceed \$5 billion.

SECTION 3. CALCULATION DATE STATEMENTS TO ISSUER AND TRUSTEE. For each Calculation Date, the Servicer shall provide to the Issuer, the PUCT, the Trustee and the Rating Agencies a statement indicating:

(a) the Transition Bond Balance and the Projected Transition Bond Balance as of the immediately preceding Payment Date,

(b) the amount on deposit in the Capital Subaccount and the Required Capital Amount as of the immediately preceding Payment Date;

(c) the Projected Transition Bond Balance and the Servicer's projection of the Transition Bond Balance on the Payment Date immediately preceding the next succeeding Adjustment Date; and

(d) the Servicer's projection of the amount on deposit in the Excess Funds Subaccount for the Payment Date immediately preceding the next succeeding Adjustment Date.

SECTION 4. CALCULATION DATE ACTIVITY BETWEEN THE SERVICER AND REPS.

(a) In accordance with the Financing Order and Schedule TC2, each REP will be permitted to hold back an allowance for charge-offs in its Transition Charge payments to the Servicer. Such charge-off rate will be recalculated each year in connection with the annual Transition Charge Adjustment. Until the first Calculation Date, each REP that has chosen to hold back an allowance for charge-offs in its payments of TC Collections to the Servicer will remit to the Servicer TC Collections based on the charge-off percentage in effect for transition

charges related to the transition bonds issued by CenterPoint Energy Transition Bond Company, LLC on October 24, 2001. Thereafter, on or about each Calculation Date, the REP and the Servicer will be responsible for reconciling the amounts held back with amounts actually written off as uncollectible in accordance with the terms agreed to by the REP and the Servicer, provided that:

(i) The REP's right to reconciliation for write-offs will be limited to customers whose service has been permanently terminated and whose entire accounts (i.e., all amounts due the REP for its own account as well as the portion representing all Transition Charges) have been written off.

(ii) The REP's recourse will be limited to a credit against future Transition Charge payments unless the REP and the Servicer agree to alternative arrangements, but, in accordance with the Financing Order and Schedule TC2, in no event will the REP have recourse to the Trustee, the Issuer or the Issuer's funds for such payments.

(iii) In accordance with the Financing Order and Schedule TC2, the REP shall provide information on a timely basis to the Servicer so that the Servicer can include the REP's default experience and any subsequent credits into its calculation of the adjusted Transition Charge rates for the next Transition Charge billing period. The REP's rights to credits will not take effect until after such adjusted Transition Charges rates have been implemented.

(b) If the REP has held back less than the amount actually written off as uncollectible during the time period, the REP shall be entitled to a credit against future Transition Charge payments over the twelve-month period immediately following the next Adjustment Date in the amount of the hold-back shortfall and no other remedy. If the REP has held back more than the amount actually written off as uncollectible during the time period, the permitted charge-off percentage shall be adjusted so that it is projected that the REP will remit to the Servicer the amount of such underpayment of TC Collections over the twelve-month period immediately following the next subsequent Adjustment Date.

(c) The Servicer will incorporate the REPs' Customer default information and any subsequent credits to the REPs for Transition Charges already paid by the REPs to the Servicer in its calculation of the Transition Charge Adjustments on the Calculation Date. The REPs' right described in this Section 4 to receive a credit against future payments of TC Collections to the Servicer shall not take effect until after the next subsequent Adjustment Date.

(d) In any case the Servicer shall bill to and collect from each REP such REP's share of the amount required to meet the requirements of the Financing Order, provided that in addition each bill shall also include the amount of the holdback allowed for charge-offs.

SECTION 5. REMITTANCE STATEMENTS. On or before each remittance by the Servicer to the Trustee, the Servicer shall prepare and furnish to the Issuer, the PUCT and the Trustee a statement setting forth the aggregate amount remitted or to be remitted by the Servicer to the Trustee for deposit on such date pursuant to the Indenture.

SECTION 6. PAYMENT DATE STATEMENTS. By 12:00 noon Central Time on the Business Day immediately preceding each Payment Date, the Servicer shall prepare and furnish to the Issuer, the PUCT, the Trustee and the Rating Agencies a Semiannual Servicer's Certificate setting forth the transfers and payments to be made in respect of such Payment Date pursuant to Section 8.02(d) of the Indenture and the amounts thereof and the amounts to be paid to Holders of Transition Bonds of each Series pursuant to Section 8.02(e) of the Indenture.

SECTION 7. TRANSITION CHARGE AND PBRAF ADJUSTMENTS.

(a) Prior to each Calculation Date, the Servicer shall calculate

(i) the PBRAF Adjustments to be made in accordance with the methodology set forth in Schedule TC2, as may be modified from time to time by order from the PUCT,

(ii) the Transition Bond Balance as of each Calculation Date (a written copy of which shall be delivered by the Servicer to the Trustee and the PUCT within five business days following such Calculation Date), and

(iii) the Transition Charge Adjustment with respect to the Transition Property for the twelve-month period preceding and including the next upcoming Adjustment Date and each subsequent twelve-month period, such that the Servicer projects that TC Collections therefrom allocable to the Issuer will be sufficient so that:

(A) the Transition Bond Balance on the Payment Date immediately preceding the next Adjustment Date will equal the Projected Transition Bond Balance as of such date or, if earlier with respect to any Series or Tranche of Transition Bonds, by the Expected Final Payment Date therefor, taking into account any amounts on deposit in the Excess Funds Subaccount,

(B) the amount on deposit in the Capital Subaccount on the Payment Date immediately preceding the next Adjustment Date, or if earlier with respect to the Senior Secured Transition Bonds, Series A or any Tranche thereof, by the Expected Final Payment Date therefor, will equal the Required Capital Amount, taking into account any amounts on deposit in the Excess Funds Subaccount and taking into account any prior withdrawals of interest or earnings on deposits in the Capital Subaccount used to meet payment obligations on the Senior Secured Transition Bonds, Series A,

(C) thereafter, the TC Collections will provide for amortization of the remaining outstanding principal amount of the Senior Secured Transition Bonds, Series A in accordance with the Expected Amortization Schedule therefor and payment of interest on the Senior Secured Transition Bonds, Series A when due,

(D) the Servicer can reconcile past overpayments and underpayments by all REPs of Transition Charges arising out of hold-backs for charge-offs in accordance with Section 4 of this Annex,

(E) the Servicer can recover out of TC Collections the interest paid to all REPs arising out of a dispute between the Servicer and any REP resolved pursuant to Section 8(b) of this Annex for which the Servicer's claim to the funds in dispute was not clearly unfounded, and

(F) the fees and expenses of the Servicer, the Trustee, the independent managers of the Issuer and the Administrator and other fees expenses, charges and costs authorized in the Financing Order will be paid.

(b) On each Calculation Date, the Servicer shall make annual reconciliation filings with the PUCT for that Calculation Date. The Servicer shall promptly thereafter provide notice and a copy of such filings to each Rating Agency. The Servicer's Calculation Date filings shall include:

(i) any PBRAF Adjustments to take effect on the next Adjustment Date (in which case, the Servicer shall provide notice of such filing to all parties in PUCT Docket No. 30485 and shall participate in a contested case proceeding at the PUCT, the purpose of which will be to determine whether any proposed adjustment complies with the Financing Order, as set forth therein), and

(ii) a tariff supplement setting forth Transition Charge Adjustments to become effective on the next Adjustment Date and supporting data, including the calculation of the Transition Charge Adjustments.

(c) The Servicer shall calculate any interim Transition Charge Adjustments to be requested between Calculation Dates to correct under-collection or over-collection of Transition Charges, as set forth in the Financing Order and Schedule TC2, in order to provide for the timely payment of the Transition Bonds. More particularly, the Servicer shall calculate and file for interim Transition Charge Adjustments:

(i) as needed to meet any Rating Agency requirement that the Transition Bonds of any Series be paid in full at scheduled maturity; or

(ii) to correct any undercollection of Transition Charges, regardless of cause, in order to assure timely payment of the Transition Bonds of that Series based on Rating Agency and Transition Bondholder considerations, including a mandatory interim Transition Charge Adjustment in connection with each Payment Date if the Servicer forecasts that TC Collections during the next payment period will be insufficient to make all scheduled payments of interest, principal and other amounts in respect of the Transition Bonds of that Series and to replenish the Capital Subaccount for that Series to the Required Capital Amount.

In the event an interim Transition Charge Adjustment is permitted under Schedule TC2, the Servicer will file for such an adjustment with the PUCT not less than fifteen days prior to the proposed Interim Adjustment Date. The Servicer shall promptly thereafter provide notice and a copy of such filings to each Rating Agency. The Servicer will make the interim filing described in this Section 7(c) no more frequently than every three months if quarterly payments are made to Transition Bond Owners and no more frequently than every six months (except that

interim filings will be made no more frequently than every three months in the fourteenth and fifteenth years of the Transition Bonds).

(d) The Servicer shall take reasonable steps to monitor the Transition Charge rate for each class of Customers to determine whether any such rate exceeds the maximum rate that class of Customers is obligated to pay under Section 39.202(a) of the Texas Electric Choice Plan. If such maximum rate is being exceeded for any class of Customers ("Affected Class"), then the Servicer shall cause the billing entity for Customers in the Affected Class to apply the maximum rate allowed under that section to the Affected Class, and the rates for all other classes of Customers ("Remaining Classes") shall be recalculated using the maximum rate for the Affected Class. The Servicer will allocate any resulting deficiency in Transition Charges to the Remaining Classes based on the ratio of the PBRAFs then in effect.

(e) On each Adjustment Date and Interim Adjustment Date, the Servicer shall

(i) take all reasonable actions and make all reasonable efforts in order to effectuate all adjustments approved by the PUCT to the Transition Charges and/or PBRAFs, and

(ii) promptly send to the Trustee copies of all material notices and documents relating to such adjustments.

SECTION 8. OTHER ACTIVITY BETWEEN THE SERVICER AND REPS.

(a) In the event an REP provides any of (A) a cash deposit to the Trustee in the form of up to two months' maximum expected transition charge collections, (B) a surety bond or affiliate guarantee or (C) a letter of credit (each, an "REP Deposit") pursuant to the Financing Order and Schedule TC2,

(i) the Servicer shall agree with the REP as to the size of the initial REP Deposit,

(ii) no more frequently than quarterly, upon the request of either the REP or the Servicer, the Servicer shall cooperate with the REP as required by the Financing Order and Schedule TC2 to ensure that the REP Deposit accurately reflects up to two months' maximum TC Collections. Within 10 days following the review by the REP and Servicer of the size of the REP Deposit, either the REP shall remit to the Trustee the amount of any shortfall in the REP Deposit or the Servicer shall instruct the Trustee to remit or release to the REP any portion of the REP Deposit no longer required to be on deposit,

(iii) The Servicer shall instruct the Trustee in writing to remit or release to the REP the REP Deposit, plus any investment earnings thereon, upon the Final Maturity Date of the final Tranche, if applicable, of the final Series of Transition Bonds except such portion of the REP Deposit as was utilized in satisfaction of the REP's obligation to remit billed Transition Charges, and

(iv) The Servicer shall instruct the Trustee to remit to the REP the REP Deposit, plus any investment earnings thereon, within 30 days of the date on which the REP Deposit is no longer required under the Financing Order or Schedule TC2.

(b) In the event an REP disputes any amount of billed Transition Charges, the Servicer shall require the REP to pay the disputed amount under protest within the time for payment set forth in Section 3.02 of this Agreement. The Servicer shall attempt to resolve informally the dispute with the REP, or any dispute related to the date of receipt of Transition Charge payments, Penalties, or the size of the required REP Deposit. If the REP and the Servicer cannot reach an informal resolution to the dispute, either party may file a complaint with the PUCT as set forth in the Financing Order and Schedule TC2. If the REP prevails in the informal dispute process or before the PUCT, the Servicer shall provide the REP with a refund of the disputed amount paid to the Servicer plus interest at a rate approved by the PUCT. As provided in the Financing Order, Schedule TC2 and Section 7(a)(iii)(F) of this Annex, interest paid by the Servicer shall be recoverable through Transition Charges if the Servicer's claim to the funds is not clearly unfounded. In addition, as provided in the Financing Order and Schedule TC2, the Servicer shall not be required to pay interest to the REP if the Servicer has received inaccurate metering data from another entity providing competitive metering services pursuant to the Texas Electric Choice Plan.

(c) The Servicer shall adhere to the instructions of an REP that bills Customers for Transition Charges to terminate transmission and distribution service to a Customer for nonpayment by the Customer pursuant to the Financing Order and Schedule TC2.

SECTION 9. OTHER ACTIVITIES BY THE SERVICER.

(a) In addition to the obligation set forth in Section 8(c) of this Annex, the Servicer shall have the rights and obligations to terminate electric service for non-payment of Transition Charges under the circumstances set forth in Schedule TC2 and PUCT Regulations.

(b) If an REP fails to remit payment in full of all Transition Charges billed to such REP by the day that is 45 calendar days after the REP Billing Day, the Servicer shall, in addition to assessing the Penalty against such REP described in Section 3.02(c) of the Servicing Agreement, direct the Trustee by written instruction to apply from such REP's REP Deposit (by making a withdrawal from a deposit account, a demand under a surety bond or a guarantee, and/or a draw under a letter of credit, as applicable) into the Collection Account the lesser of the amount of Transition Charges such REP has failed to remit or the amount of the REP Deposit. The Servicer shall notify the REP of such withdrawal, demand and/or draw from the REP Deposit to the Collection Account and instruct the REP to remit, or otherwise restore, immediately the amount of such withdrawal, demand and/or draw to the Trustee for replenishment of such REP's REP Deposit. The Servicer shall require the REP to immediately replenish its REP Deposit and shall avail itself of such legal remedies as may be appropriate to collect any remaining unpaid Transition Charges and associated penalties due to the Servicer after application of the REP Deposit, in accordance with the Financing Order and Schedule TC2.

(c) If an REP is in default pursuant to Section 9 of Schedule TC2 and Finding of Fact 60 of the Financing Order (such default an "REP Default"), the Servicer shall perform such duties as are required of the Servicer therein, including but not limited to the following:

(i) in the event the REP in REP Default seeks to implement alternative arrangements with the Servicer regarding the billing and collection of Transition Charges pursuant to Section 9 of Schedule TC2 and Finding of Fact 60 of the Financing Order, the Servicer shall consider proposals from such REP but shall not accept any proposal, and no proposal shall be deemed mutually suitable and agreeable, other than the options set forth in Section 9 of Schedule TC2 unless (i) the Servicer is directed promptly in writing by the Trustee to accept a proposal of such REP following the approval of such proposal by the Majority Holders, (ii) such proposal would not materially and adversely affect the interests of the Transition Bondholders and (iii) the Rating Agency Condition has been satisfied; and

(ii) in the event the REP in REP Default fails to immediately select and implement an alternative method of billing and collecting Transition Charges as specified in Section 9 of Schedule TC2 and Finding of Fact 60 of the Financing Order or fails to adequately meet its responsibilities thereunder, the Servicer shall immediately allow the appropriate Provider of Last Resort or another qualified REP of a Customer's choosing to immediately assume responsibility for the billing and collection of Transition Charges from such Customer.

(d) In the event the appropriate Provider of Last Resort defaults or is ineligible to provide billing and collection of Transition Charges when requested by a Customer or the Servicer, as applicable, the Servicer shall assume responsibility for billing and collection of Transition Charges until a new Provider of Last Resort is named by the PUCT or the Customer requests the services of another REP, in accordance with Schedule TC2 and PUCT Regulations. In any case, the Servicer shall enforce the obligations, and exercise its remedies against, each REP including any Provider of Last Resort, as permitted under the Financing Order and Schedule TC2.

APPENDIX A

DEFINITIONS

The definitions contained in this Appendix A are applicable to the singular as well as the plural forms of such terms.

"Accrued Interest" means interest accrued at the Federal Funds Rate on amounts held by the Servicer prior to, on, or after the date such amounts are due and payable to the Trustee under this Agreement.

"Act" has the meaning specified in Section 11.03 of the Indenture.

"Additional TC Servicer" has the meaning specified in the Intercreditor Agreement.

"Adjustment Date" means the date other than an Interim Adjustment Date on which any Transition Charge Adjustment (other than an interim (non-annual) Transition Charge Adjustment) and/or any PBRAF Adjustment, as applicable, becomes effective. The first Adjustment Date will be on or about December 1, 2006, and all subsequent Adjustment Dates shall be on or about the same day of the year in subsequent years.

"Administration Agreement" means the Administration Agreement dated as of December 16, 2005, between CenterPoint Houston, as Administrator, and the Issuer, as the same may be amended and supplemented from time to time.

"Administrator" means CenterPoint Houston as administrator under the Administration Agreement and each successor to or assignee of CenterPoint Houston in the same capacity.

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, control, when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms controlling and controlled have meanings correlative to the foregoing.

"Annual Accountant's Report" has the meaning assigned to that term in Section 3.07 of the Servicing Agreement.

"Basic Documents" means the Issuer LLC Agreement, the Issuer Certificate of Formation, the Sale Agreement, the Servicing Agreement, the Intercreditor Agreement, each Swap Agreement (as defined in the Indenture) relating to the Senior Secured Transition Bonds, Series A, the Administration Agreement, the Indenture, the Series Supplement, the Underwriting Agreement relating to the Senior Secured Transition Bonds, Series A and the Bill of Sale.

"Bill of Sale" has the meaning assigned to that term in the Sale Agreement.

"Book-Entry Transition Bonds" means beneficial interests in the Transition Bonds, ownership and transfers of which shall be made through book entries by a Clearing Agency as described in Section 2.11 of the Indenture.

"Business Day" means any day other than a Saturday or Sunday or a day on which banking institutions in the City of Houston, Texas, or in the City of New York, New York, are required or authorized by law or executive order to remain closed.

"Calculation Date" means, with respect to the Senior Secured Transition Bonds, Series A, the date on which the calculations and filings set forth in the Issuer Annex will be made each year. The first Calculation Date will be no later than November 16, 2006, if the Servicer requests only Transition Charge Adjustments, and no later than September 1, 2006, if the Servicer requests any PBRAF Adjustments (whether or not the Servicer also requests Transition Charge Adjustments). Subsequent Calculation Dates will be on or about the same applicable day of the year in subsequent years.

"Capital Subaccount" has the meaning specified in Section 8.02(a) of the Indenture.

"CenterPoint Houston" means CenterPoint Energy Houston Electric, LLC, a Texas limited liability company, or its successor.

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Agency Participant" means a broker, dealer, bank, other financial institution or other Person for whom from time to time a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

"Collection Account" has the meaning specified in Section 8.02(a) of the Indenture.

"Collection Period" means the period from and including the first day of a calendar month to but excluding the first day of the next calendar month.

"Corporate Trust Office" has the meaning specified in Appendix A to the Indenture.

"Customer Class" means each of the Transition Charge classes specified in the Financing Order.

"Customers" means each Person from whom CenterPoint Houston is authorized to recover Qualified Costs as defined in and pursuant to the Texas Electric Choice Plan or any PUCT Regulation, as more specifically set forth in the Indenture.

"Default" means any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Designated Account Holder" has the meaning specified in the Intercreditor Agreement.

"DTC" means The Depository Trust Company.

"Event of Default" has the meaning specified in Section 5.01 of the Indenture.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Expected Amortization Schedule" means, with respect to the Senior Secured Transition Bonds, Series A, or any Tranche thereof, the expected amortization schedule for principal thereof, as specified in the Series Supplement.

"Expected Final Payment Date" means, with respect to the Senior Secured Transition Bonds, Series A, or, if applicable, each Tranche thereof, the date when all interest and principal is scheduled to be paid for that Series or Tranche in accordance with the Expected Amortization Schedule, as specified in the Series Supplement.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Servicer from three federal funds brokers of recognized standing selected by it.

"Final Maturity Date" means, for the Senior Secured Transition Bonds, Series A, or, if applicable, each Tranche thereof, the date by which all principal and interest on the Transition Bonds is required to be paid, as specified in the Series Supplement.

"Financing Order" means the Financing Order issued by the PUCT on March 16, 2005 in Docket No. 30485 pursuant to the Texas Electric Choice Plan.

"Fitch" means Fitch Ratings or any successor thereto.

"Formation Documents" means, collectively, the Issuer Certificate of Formation, the Issuer LLC Agreement and any other document pursuant to which the Issuer is formed or governed, as the same may be amended and supplemented from time to time.

"Holder" or "Transition Bondholder" means the Person in whose name a Transition Bond of any Series or Tranche is registered on the Transition Bond Register.

"Indenture" means the Indenture, dated as of December 16, 2005, between the Issuer and the Trustee and the Series Supplement thereto dated as of December 16, 2005 relating to the Senior Secured Transition Bonds, Series A (including the forms and terms of the Senior Secured Transition Bonds, Series A established thereunder), as the same may be amended and supplemented with respect to the Senior Secured Transition Bonds, Series A from time to time.

"Independent" means, when used with respect to any specified Person, that the Person

(a) is in fact independent of the Issuer, any other obligor upon the Transition Bonds, the Servicer and any Affiliate of any of the foregoing Persons,

(b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor, the Servicer or any Affiliate of any of the foregoing Persons and

(c) is not connected with the Issuer, any such other obligor, the Servicer or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions.

"Insolvency Event" means, with respect to a specified Person,

(a) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person's affairs, and such decree or order shall remain unstayed and in effect for a period of 90 consecutive days, or

(b) the commencement by such Person of a voluntary case under any applicable federal or State bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

"Intercreditor Agreement" means the Intercreditor Agreement dated as of December 16, 2005, among the Issuer, CenterPoint Houston, CenterPoint Energy Transition Bond Company, LLC, the Trustee and the other parties thereto, each in the capacities stated therein, as the same may be amended from time to time.

"Interim Adjustment Date" means the effective date of any interim (non-annual) Transition Charge Adjustment.

"Issuance Advice Letter" means the issuance advice letter submitted to the PUCT by CenterPoint Houston pursuant to the Financing Order in connection with the issuance of the Senior Secured Transition Bonds, Series A.

"Issuer" means CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company, or any successor thereto pursuant to the Indenture.

"Issuer Annex" means Annex 1 of the Servicing Agreement.

"Issuer Certificate of Formation" means the Certificate of Formation of the Issuer that was filed with the Delaware Secretary of State on December 3, 2004, as amended and restated on December 14, 2005, as the same may be amended and restated from time to time.

"Issuer LLC Agreement" means the Limited Liability Company Agreement between the Issuer and CenterPoint Houston, as sole Member, effective as of December 3, 2004, as amended and restated on December 16, 2005, as the same may be amended and supplemented from time to time.

"Lien" means a security interest, lien, charge, pledge, equity or encumbrance of any kind.

"Losses" means collectively, any and all liabilities, obligations, losses, damages, payments, costs or expenses of any kind whatsoever.

"Majority Holders" means the Holders of a majority of the Outstanding Amount of the Senior Secured Transition Bonds, Series A.

"Moody's" means Moody's Investors Service Inc., or any successor thereto.

"Officers' Certificate" means a certificate signed, in the case of CenterPoint Houston, by:

(a) any manager, the chairman of the board, the chief executive officer, the president, the vice chairman or any executive vice president, senior vice president or vice president; and

(b) the treasurer, any assistant treasurer, the secretary or any assistant secretary.

"Operating Expenses" means, with respect to the Issuer, all fees, costs and expenses owed by the Issuer with respect to the Senior Secured Transition Bonds, Series A, including all amounts owed by the Issuer to the Trustee, the Servicing Fee, the fees and expenses relating to the Senior Secured Transition Bonds, Series A, payable by the Issuer to the Administrator under the Administration Agreement, the fees and expenses relating to the Senior Secured Transition Bonds, Series A, payable by the Issuer to the Independent managers of the Issuer, legal fees and expenses of the Servicer pursuant to this Servicing Agreement, and legal and accounting fees, costs and expenses of the Issuer relating to the Senior Secured Transition Bonds, Series A.

"Opinion of Counsel" means one or more written opinions of counsel who may be an employee of or counsel to CenterPoint Houston and the Issuer, which counsel shall be reasonably acceptable to the Trustee, the Issuer or the Rating Agencies, as applicable, and which shall be in form reasonably satisfactory to the Trustee, if applicable.

"Outstanding" with respect to Transition Bonds means, as of the date of determination, all Transition Bonds theretofore authenticated and delivered under the Indenture except:

(a) Transition Bonds theretofore canceled by the Transition Bond Registrar or delivered to the Transition Bond Registrar for cancellation;

(b) Transition Bonds or portions thereof the payment for which money in the necessary amount has been theretofore deposited with the Trustee or any Paying Agent in trust for the Holders of such Transition Bonds; provided, however, that if such Transition Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor, satisfactory to the Trustee; and

(c) Transition Bonds in exchange for or in lieu of other Transition Bonds which have been authenticated and delivered pursuant to the Indenture unless proof satisfactory to the Trustee is presented that any such Transition Bonds are held by a bonafide purchaser;

provided that in determining whether the Holders of the requisite Outstanding Amount of the Transition Bonds or any Series or Tranche thereof have given any request, demand, authorization, direction, notice, consent or waiver hereunder or under any Basic Document, Transition Bonds owned by the Issuer, any other obligor upon the Transition Bonds, CenterPoint Houston or any Affiliate of any of the foregoing Persons shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be fully protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Transition Bonds that a Responsible Officer of the Trustee knows to be so owned shall be so disregarded. Transition Bonds so owned that have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Transition Bonds and that the pledgee is not the Issuer, any other obligor upon the Transition Bonds, the Servicer or any Affiliate of any of the foregoing Persons.

"Outstanding Amount" means the aggregate principal amount of all Outstanding Senior Secured Transition Bonds, Series A, or, if the context requires, all Outstanding Transition Bonds of a Tranche of Senior Secured Transition Bonds, Series A, Outstanding at the date of determination.

"Paying Agent" means the Trustee or any other Person that meets the eligibility standards for the Trustee specified in Section 6.11 of the Indenture and is authorized by the Issuer to make the payments of principal of or premium, if any, or interest on the Transition Bonds on behalf of the Issuer.

"Payment Date" means, with respect to the Senior Secured Transition Bonds, Series A, or, if applicable, each Tranche thereof, the date or dates specified as Payment Dates for such Series or Tranche in the Series Supplement therefor, provided that if any such date is not a Business Day, the Payment Date shall be the Business Day immediately succeeding such date.

"PBRF" means the periodic billing requirement allocation factor used to allocate Transition Charges among different classes of Customers, as set forth in Schedule TC2 and any other applicable tariff or order.

"PBRF Adjustment" means each adjustment to any PBRF made in accordance with Section 4.01 of the Servicing Agreement, Schedule TC2 and any other applicable tariff, any order issued by the PUCT pursuant to Section 39.253 of the Texas Electric Choice Plan, and the Issuer Annex.

"Penalty" means a late-fee penalty assessed by the Servicer against an REP for the REP's failure to remit timely payments of Transition Charges as set forth in Section 3.02(c) of this Agreement.

"Person" means any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), business trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Projected Transition Bond Balance" means, as of any date, the anticipated Outstanding Amount of Senior Secured Transition Bonds, Series A, after giving effect to payment of the sum of the payment amounts provided for in the Expected Amortization Schedules for the Senior Secured Transition Bonds, Series A, to be paid on or before such date.

"Provider of Last Resort" has the meaning specified in Section 39.106 of the Texas Electric Choice Plan.

"PUCT" means the Public Utility Commission of Texas or any successor entity thereto.

"PUCT Regulations" means any regulations, rules, orders or directives promulgated, issued or adopted by the PUCT.

"Qualified Costs" has the meaning assigned to that term in the Texas Electric Choice Plan and the Financing Order.

"Rating Agency" means any rating agency rating the Senior Secured Transition Bonds, Series A, at the time of issuance at the request of the Issuer, which initially shall be Moody's, Fitch and Standard & Poor's. If no such organization or successor is any longer in existence, "Rating Agency" shall be a nationally recognized statistical rating organization or other comparable Person designated by the Issuer, written notice of which designation shall be given to the Trustee, the PUCT and the Servicer.

"Rating Agency Condition" means, with respect to any action, the notification in writing to each Rating Agency of such action, and confirmation from S&P to the Trustee and the Issuer that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of the Senior Secured Transition Bonds, Series A.

"Redemption Date" means, with respect to the Senior Secured Transition Bonds, Series A, or, if applicable, each Tranche thereof, the date for the redemption of the Transition Bonds of such Series or Tranche pursuant to Sections 10.01 or 10.02 of the Indenture or the Series Supplement for such Series or Tranche, which in each case shall be a Payment Date.

"Released Parties" has the meaning specified in Section 5.02(f) of the Servicing Agreement.

"REP" means a retail electric provider under the Financing Order.

"REP Billing Day" has the meaning specified in Section 3.02(c) of the Servicing Agreement.

"REP Default" has the meaning specified in Section 9(c) of the Issuer Annex.

"REP Deposit" has the meaning specified in Section 8 of the Issuer Annex.

"Required Capital Amount" means a capital contribution in an amount equal to the amount specified in the Series Supplement, representing a capital contribution from CenterPoint Houston.

"Responsible Officer" means, with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee, including any Vice President, Director, Managing Officer, associate, Assistant Vice President, Secretary, Assistant Secretary, or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also, with respect to a particular matter, any other officer to whom such matter is referred because of such officer's knowledge of and familiarity with the particular subject.

"Retiring Trustee" means a Trustee that resigns or vacates the office of Trustee for any reason.

"Sale Agreement" means the Transition Property Sale Agreement dated as of December 16, 2005 relating to the Transition Property, between the Seller and the Issuer, as the same may be amended and supplemented from time to time.

"Sale Date" means the date on which the Seller sells, transfers, assigns and conveys the Transition Property to which this Agreement relates to the Issuer.

"Schedule TC2" means the tariff on the form entitled "Schedule TC2" approved by the PUCT in the Financing Order and filed by CenterPoint Houston prior to the issuance of any Transition Bonds.

"Seller" means CenterPoint Houston, or its successor, in its capacity as seller of the Transition Property to the Issuer pursuant to the Sale Agreement.

"Semiannual Servicer's Certificate" means the statement prepared by the Servicer and delivered to the Transition Bond Registrar or in its absence or failure the Paying Agent with respect to the Senior Secured Transition Bonds, Series A, on or prior to each Payment Date therefor, the form of which is attached to the Indenture as Schedule 1.

"Series" means the Senior Secured Transition Bonds, Series A issued by the Issuer and authenticated by the Trustee pursuant to the Indenture, as specified in the Series Supplement.

"Series Issuance Date" means the date on which the Senior Secured Transition Bonds, Series A, are to be originally issued in accordance with the Indenture and the Series Supplement.

"Series Supplement" means the First Supplemental Indenture dated of even date herewith to the Indenture that authorizes the Senior Secured Transition Bonds, Series A.

"Series Trust Estate" has the meaning specified in the Series Supplement.

"Servicer" means CenterPoint Houston, as the servicer of the Transition Property, and each successor to or assignee of CenterPoint Houston (in the same capacity) pursuant to Section 5.03, 5.04, or 6.04 of the Servicing Agreement.

"Servicer Default" means an event specified in Section 6.01 of the Servicing Agreement.

"Servicing Agreement" means the Transition Property Servicing Agreement dated as of December 16, 2005, between the Issuer and the Servicer, and acknowledged by the Trustee, relating to the Transition Property as the same may be amended and supplemented from time to time.

"Servicing Fee" means the fee payable by the Issuer to the Servicer on each Payment Date with respect to the Senior Secured Transition Bonds, Series A, in an amount specified in Section 5.07 of the Servicing Agreement.

"Standard & Poor's" or "S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, or any successor thereto.

"State" means any one of the 50 states of the United States of America or the District of Columbia.

"Successor Servicer" means a successor Servicer appointed by the Trustee pursuant to Section 6.04 of the Servicing Agreement which will succeed to all the rights and duties of the Servicer under the Servicing Agreement.

"TC Collections" means amounts constituting good funds collected by any Person in respect of Transition Charges and Transition Property.

"Termination Notice" has the meaning specified in Section 6.01 of the Servicing Agreement.

"Texas Electric Choice Plan" means the Act of May 21, 1999, 76th Leg. R.S. ch. 405, 1999 (codified at Texas Utilities Code Section 39.001 et seq.).

"Tranche" means any one of the tranches of Senior Secured Transition Bonds, Series A, as specified in the Series Supplement.

"Transition Bond" means any of the Senior Secured Transition Bonds, Series A issued by the Issuer pursuant to the Indenture.

"Transition Bond Balance" means, as of any date, the aggregate Outstanding Amount of Senior Secured Transition Bonds, Series A on such date.

"Transition Bond Owner" means, with respect to a Book-Entry Transition Bond, the Person who is the beneficial owner of such Book-Entry Transition Bond, as reflected on the books of the Clearing Agency, or on the books of a Person maintaining an account with such Clearing Agency (directly as a Clearing Agency Participant or as an indirect participant, in each case in accordance with the rules of such Clearing Agency).

"Transition Bond Register" has the meaning specified in Section 2.05 of the Indenture.

"Transition Bond Registrar" means the Trustee, in its capacity as keeper of the Transition Bond Register, or any successor to the Trustee in such capacity.

"Transition Charge Adjustment" means each adjustment to Transition Charges related to the Transition Property made in accordance with Section 4.01 of the Servicing Agreement and the Issuer Annex or in connection with the redemption or refunding by the Issuer of Transition Bonds.

"Transition Charges" means the nonbypassable amounts to be charged for the use or availability of electric services, approved by the PUCT in the Financing Order to recover Qualified Costs, that shall be collected by CenterPoint Houston, its successors, assignees or other collection agents as provided for in the Financing Order.

"Transition Property" means the rights and interests of Seller or its successor under the Financing Order, once those rights are first transferred to the Issuer or pledged in connection with the issuance of the Transition Bonds, including the right to impose, collect and receive through Transition Charges payable by retail electric customers within Seller's certificated service area as it existed on May 1, 1999, an amount sufficient to cover the Qualified Costs of the Seller authorized in the Financing Order, the right to receive Transition Charges in amounts and at times sufficient to pay principal and interest and make other deposits in connection with the Transition Bonds and all revenues and collections resulting from Transition Charges.

"Transition Property Documentation" means all documents relating to the Transition Property, including copies of the Financing Order and all documents filed with the PUCT in connection with any Transition Charges Adjustment.

"Trustee" means Wilmington Trust Company, a Delaware banking corporation, as trustee, or its successor or any successor Trustee under the Indenture.

"UCC" means, unless the context otherwise requires, the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

"Underwriting Agreement" has the meaning specified in the Indenture.

"Utility" has the meaning specified in the Intercreditor Agreement.

ADMINISTRATION AGREEMENT

ADMINISTRATION AGREEMENT, dated as of December 16, 2005 (this "Administration Agreement"), is by and between CENTERPOINT ENERGY TRANSITION BOND COMPANY II, LLC, a Delaware limited liability company, as Issuer (the "Issuer"), and CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company ("CenterPoint Houston"), as Administrator (in such capacity, the "Administrator"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in Appendix A to the Indenture more fully described below.

W I T N E S S E T H:

WHEREAS, the Issuer is issuing Transition Bonds pursuant to the Indenture, dated as of the date hereof and a First Supplemental Indenture thereto, also dated as of the date hereof (the "First Supplement") (as amended, supplemented or otherwise modified and in effect from time to time, the "Indenture"), between the Issuer and Wilmington Trust Company, as the Trustee, and Deutsche Bank Trust Company Americas, as Securities Intermediary;

WHEREAS, the Issuer has entered into certain agreements in connection with the issuance of the Transition Bonds, including (i) the Indenture and the First Supplement, (ii) the Transition Property Servicing Agreement, dated as of the date hereof (the "Servicing Agreement"), between the Issuer and CenterPoint Energy Houston Electric, LLC, as Servicer, (iii) the Transition Property Sale Agreement, dated as of the date hereof (the "Sale Agreement"), between the Issuer and CenterPoint Energy Houston Electric, LLC, as Seller, and (iv) the Letter of Representations, dated as of December 13, 2005 (the "Depository Agreement"), among the Issuer, the Trustee and The Depository Trust Company relating to the Transition Bonds (the Indenture, the First Supplement, the Servicing Agreement, the Sale Agreement and the Depository Agreement, as such agreements may be amended and supplemented from time to time, being referred to hereinafter collectively as the "Initial Related Agreements");

WHEREAS, pursuant to the Initial Related Agreements, the Issuer is required to perform certain duties in connection with the Initial Related Agreements, the Transition Bonds and the Trust Estate pledged to the Trustee pursuant to the Indenture;

WHEREAS, the Issuer may from time to time enter into and be required to perform certain duties under additional agreements similar to the Initial Related Agreements in connection with the issuance of one or more additional series of Transition Bonds (together with the Initial Related Agreements, the "Related Agreements");

WHEREAS, the Issuer has no employees, other than its officers, and does not intend to hire any employees, and consequently desires to have the Administrator perform certain of the duties of the Issuer referred to in the preceding clauses and to provide such additional services consistent with the terms of this Administration Agreement and the Related Agreements as the Issuer may from time to time request; and

WHEREAS, the Administrator has the capacity to provide the services and the facilities required thereby and is willing to perform such services and provide such facilities for the Issuer on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of the Administrator: Management Services. The Administrator hereby agrees to provide the following corporate management services to the Issuer and to cause third parties to provide professional services required for or contemplated by such services in accordance with the provisions of this Administration Agreement:

(i) furnish the Issuer with ordinary clerical, bookkeeping and other corporate administrative services necessary and appropriate for the Issuer, including, without limitation, the following services:

(A) maintain at the Premises (as defined below) general accounting records of the Issuer (the "Account Records"), subject to year-end audit, in accordance with generally accepted accounting principles, separate and apart from its own accounting records, prepare or cause to be prepared such quarterly and annual financial statements as may be necessary or appropriate and arrange for year-end audits of the Issuer's financial statements by the Issuer's independent accountants;

(B) prepare and, after execution by the Issuer, file with the Securities and Exchange Commission (the "Commission") and any applicable state agencies documents required to be filed with the Commission and any applicable state agencies, including, without limitation, periodic reports required to be filed under the Securities Exchange Act of 1934, as amended;

(C) prepare for execution by the Issuer and cause to be filed such income, franchise or other tax returns of the Issuer as shall be required to be filed by applicable law (the "Tax Returns") and cause to be paid on behalf of the Issuer from the Issuer's funds any taxes required to be paid by the Issuer under applicable law;

(D) prepare or cause to be prepared for execution by the Issuer's Managers minutes of the meetings of the Issuer's Managers and such other documents deemed appropriate by the Issuer to maintain the separate limited liability company existence and good standing of the Issuer (the "Company Minutes") or otherwise required under the Related Agreements (together with the Account Records, the Tax Returns, the Company Minutes, the Issuer LLC Agreement, and the Issuer Certificate of Formation, the "Issuer Documents"); and any other documents deliverable by the Issuer thereunder or in connection therewith; and

(E) hold, maintain and preserve at the Premises (or such other place as shall be required by any of the Related Agreements) executed copies (to the extent applicable) of the Issuer Documents and other documents executed by the Issuer thereunder or in connection therewith;

(ii) take such actions on behalf of the Issuer, as are necessary or desirable for the Issuer to keep in full effect its existence, rights and franchises as a limited liability company under the laws of the state of Delaware and obtain and preserve its qualification to do business in each jurisdiction in which it becomes necessary to be so qualified;

(iii) provide for the issuance and delivery of one or more series of Transition Bonds;

(iv) provide for the performance by the Issuer of its obligations under each of the Related Agreements, and prepare, or cause to be prepared, all documents, reports, filings, instruments, notices, certificates and opinions that it shall be the duty of the Issuer to prepare, file or deliver pursuant to the Related Agreements;

(v) enforce each of the rights of the Issuer under the Related Agreements, at the direction of the Trustee;

(vi) provide for the defense, at the direction of the Issuer's Managers, of any action, suit or proceeding brought against the Issuer or affecting the Issuer or any of its assets;

(vii) provide office space (the "Premises") for the Issuer and such reasonable ancillary services as are necessary to carry out the obligations of the Administrator hereunder, including telecopying, duplicating and word processing services;

(viii) obtaining, maintaining or facilitating one or more letters of credit or obtaining, maintaining or facilitating other credit support for the obligations of the Issuer contemplated by any Related Agreement;

(ix) undertake such other administrative services as may be appropriate, necessary or requested by the Issuer; and

(x) provide such other services as are incidental to the foregoing or as the Issuer and the Administrator may agree.

In providing the services under this Section 1 and as otherwise provided under this Administration Agreement, the Administrator will not knowingly take any actions on behalf of the Issuer which (i) the Issuer is prohibited from taking under the Related Agreements, or (ii) would cause the Issuer to be in violation of any federal, state or local law or the Issuer LLC Agreement.

2. Compensation. As compensation for the performance of the Administrator's obligations under this Administration Agreement (including the compensation of Persons serving as Managers, other than the independent managers, and officers of the Issuer, but, for the avoidance of doubt, excluding the performance by CenterPoint Houston of its obligations in its capacity as Servicer), the Administrator shall be entitled to \$100,000 annually (the "Administration Fee"), payable by the Issuer in arrears proportionately on each Payment Date. In addition, the Administrator shall be entitled to be reimbursed by the Issuer for all costs and expenses of services performed by unaffiliated third parties and actually incurred by the

Administrator in connection with the performance of its obligations under this Administration Agreement in accordance with Section 3 (but, for the avoidance of doubt, excluding any such costs and expenses incurred by CenterPoint Houston in its capacity as Servicer), to the extent that such costs and expenses are supported by invoices or other customary documentation and reasonably allocated to the Issuer ("Reimbursable Expenses"). The Administration Fee shall be modified, and this Section 2 shall be deemed to have been amended, without further act or deed by any Person to reflect any such modification or amendment, to the extent provided in any financing order issued by the PUCT providing for the issuance of an additional series of Transition Bonds.

3. Third Party Services. Any services or fees required for or contemplated by the performance of the above-referenced services by the Administrator to be provided by unaffiliated third parties (including independent auditors' fees and counsel fees) may, if provided for or otherwise contemplated by any related financing order issued by the PUCT and if the Issuer deems it necessary or desirable, be arranged by the Issuer or by the Administrator at the direction (which may be general or specific) of the Issuer. Costs and expenses associated with the contracting for such third-party services may be paid directly by the Issuer or paid by the Administrator and reimbursed by the Issuer in accordance with Section 2, or otherwise as the Administrator and the Issuer may mutually arrange.

4. Additional Information to be Furnished to the Issuer. The Administrator shall furnish to the Issuer from time to time such additional information regarding the Trust Estate as the Issuer shall reasonably request.

5. Independence of the Administrator. For all purposes of this Administration Agreement, the Administrator shall be an independent contractor and shall not be subject to the supervision of the Issuer with respect to the manner in which it accomplishes the performance of its obligations hereunder. Unless expressly authorized by the Issuer, the Administrator shall have no authority, and shall not hold itself out as having the authority, to act for or represent the Issuer in any way and shall not otherwise be deemed an agent of the Issuer.

6. No Joint Venture. Nothing contained in this Administration Agreement (a) shall constitute the Administrator and the Issuer as partners or co-members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (b) shall be construed to impose any liability as such on either of them or (c) shall be deemed to confer on either of them any express, implied or apparent authority to incur any obligation or liability on behalf of the other.

7. Other Activities of Administrator. Nothing herein shall prevent the Administrator or any of its members, managers, officers, employees, subsidiaries or affiliates from engaging in other businesses or, in its sole discretion, from acting in a similar capacity as an Administrator for any other person or entity even though such person or entity may engage in business activities similar to those of the Issuer.

8. Term of Agreement; Resignation and Removal of Administrator. (a) This Administration Agreement shall continue in force until the payment in full of the Transition

Bonds and any other amount which may become due and payable under the Indenture, upon which event this Administration Agreement shall automatically terminate.

(b) Subject to Sections 8(e) and 8(f), the Administrator may resign its duties hereunder by providing the Issuer with at least sixty (60) days' prior written notice.

(c) Subject to Sections 8(e) and 8(f), the Issuer may remove the Administrator without cause by providing the Administrator with at least sixty (60) days' prior written notice.

(d) Subject to Sections 8(e) and 8(f), at the sole option of the Issuer, the Administrator may be removed immediately upon written notice of termination from the Issuer to the Administrator if any of the following events shall occur:

(i) The Administrator shall default in the performance of any of its duties under this Administration Agreement and, after notice of such default, shall fail to cure such default within ten (10) days (or, if such default cannot be cured in such time, shall (A) fail to give within ten (10) days such assurance of cure as shall be reasonably satisfactory to the Issuer and (B) fail to cure such default within 30 days thereafter);

(ii) a court of competent jurisdiction shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Administrator in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or such court shall appoint a receiver, liquidator, assignee, custodian, Trustee, sequestrator or similar official for the Administrator or any substantial part of its property or order the winding-up or liquidation of its affairs; or

(iii) the Administrator shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law, shall consent to the appointment of a receiver, liquidator, assignee, Trustee, custodian, sequestrator or similar official for the Administrator or any substantial part of its property, shall consent to the taking of possession by any such official of any substantial part of its property, shall make any general assignment for the benefit of creditors or shall fail generally to pay its debts as they become due.

The Administrator agrees that if any of the events specified in clauses (ii) or (iii) of this Section 8(d) shall occur, it shall give written notice thereof to the Issuer and the Trustee as soon as practicable but in any event within seven (7) days after the happening of such event.

(e) No resignation or removal of the Administrator pursuant to this Section shall be effective until a successor Administrator has been appointed by the Issuer, and such successor Administrator has agreed in writing to be bound by the terms of this Administration Agreement in the same manner as the Administrator is bound hereunder.

(f) The appointment of any successor Administrator shall be effective only after satisfaction of the Rating Agency Condition with respect to the proposed appointment.

9. Action upon Termination, Resignation or Removal. Promptly upon the effective date of termination of this Administration Agreement pursuant to Section 8(a), the resignation of the Administrator pursuant to Section 8(b) or the removal of the Administrator pursuant to Section 8(c) or 8(d), the Administrator shall be entitled to be paid a pro-rated portion of the annual fee described in Section 2 hereof through the date of termination and all Reimbursable Expenses incurred by it through the date of such termination, resignation or removal. The Administrator shall forthwith upon such termination pursuant to Section 8(a) deliver to the Issuer all property and documents of or relating to the Trust Estate then in the custody of the Administrator. In the event of the resignation of the Administrator pursuant to Section 8(b) or the removal of the Administrator pursuant to Section 8(c) or 8(d), the Administrator shall cooperate with the Issuer and take all reasonable steps requested to assist the Issuer in making an orderly transfer of the duties of the Administrator.

10. Administrator's Liability. Except as otherwise provided herein, the Administrator assumes no liability other than to render or stand ready to render the services called for herein, and neither the Administrator nor any of its members, managers, officers, employees, subsidiaries or affiliates shall be responsible for any action of the Issuer or any of the members, managers, officers, employees, subsidiaries or affiliates of the Issuer (other than the Administrator itself). The Administrator shall not be liable for nor shall it have any obligation with regard to any of the liabilities, whether direct or indirect, absolute or contingent of the Issuer or any of the members, managers, officers, employees, subsidiaries or affiliates of the Issuer (other than the Administrator itself).

11. INDEMNITY.

(a) SUBJECT TO THE PRIORITY OF PAYMENTS SET FORTH IN THE INDENTURE, THE ISSUER SHALL INDEMNIFY THE ADMINISTRATOR, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES AND AFFILIATES AGAINST ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT THE ADMINISTRATOR IS A PARTY THERETO) WHICH ANY OF THEM MAY PAY OR INCUR ARISING OUT OF OR RELATING TO THIS ADMINISTRATION AGREEMENT AND THE SERVICES CALLED FOR HEREIN; PROVIDED, HOWEVER, THAT SUCH INDEMNITY SHALL NOT APPLY TO ANY SUCH LOSS, CLAIM, DAMAGE, PENALTY, JUDGMENT, LIABILITY OR EXPENSE RESULTING FROM THE ADMINISTRATOR'S NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER.

(b) THE ADMINISTRATOR SHALL INDEMNIFY THE ISSUER, ITS MEMBERS, MANAGERS, OFFICERS AND EMPLOYEES AGAINST ALL LOSSES, CLAIMS, DAMAGES, PENALTIES, JUDGMENTS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION OR PREPARATION THEREFOR WHETHER OR NOT THE ISSUER IS A PARTY THERETO) WHICH ANY OF THEM MAY INCUR AS A RESULT OF THE ADMINISTRATOR'S NEGLIGENCE OR WILLFUL MISCONDUCT IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER.

12. Notices. Any notice, report or other communication given hereunder shall be in writing and addressed as follows:

(a) if to the Issuer, to:

CenterPoint Energy Transition Bond Company II, LLC
1111 Louisiana Street, Suite 4655B
Houston, Texas 77002
Attention: Manager

(b) if to the Administrator, to:

CenterPoint Energy Houston Electric, LLC
1111 Louisiana Street
Houston, Texas 77002
Attention: Treasurer

or to such other address as any party shall have provided to the other parties in writing. Any notice required to be in writing hereunder shall be deemed given if such notice is mailed by certified mail, postage prepaid, or hand-delivered to the address of such party as provided above.

13. Amendments. This Administration Agreement may be amended from time to time by a written amendment duly executed and delivered by each of the Issuer and the Administrator, provided that (i) the Rating Agency Condition has been satisfied in connection therewith, (ii) the Trustee shall have consented and (iii) in the case of any amendment that increases ongoing qualified costs as defined in the applicable financing order of the PUCT relating to a series of Transition Bonds, the PUCT shall have consented thereto or shall be conclusively deemed to have consented thereto. With respect to the PUCT's consent to any amendment to this Administration Agreement,

(a) the Administrator may request the consent of the PUCT by delivering to the PUCT's executive director and general counsel a written request for such consent, which request shall contain:

(i) a reference to Docket No. 30485 or to the Docket No. of any proceeding related to the issuance of an additional series of Transition Bonds and a statement as to the possible effect of the amendment on ongoing qualified costs;

(ii) an Officer's Certificate stating that the proposed amendment has been approved by all parties to this Administration Agreement; and

(iii) a statement identifying the person to whom the PUCT or its staff is to address its consent to the proposed amendment or request additional time;

(b) The PUCT shall, within 30 days of receiving the request for consent complying with Section 13(a) above, either

(i) provide notice of its consent or lack of consent to the person specified in Section 13(a)(iii) above, or

(ii) be conclusively deemed to have consented to the proposed amendment,

unless, within 30 days of receiving the request for consent complying with Section 13(a) above, the PUCT or its staff delivers to the office of the person specified in Section 13(a)(iii) above a written statement requesting an additional amount of time not to exceed 30 days in which to consider whether to consent to the proposed amendment. If the PUCT or its staff requests an extension of time in the manner set forth in the preceding sentence, then the PUCT shall either provide notice of its consent or lack of consent to the person specified in Section 13(a)(iii) above no later than the last day of such extension of time or be conclusively deemed to have consented to the proposed amendment as of the last day of such extension of time. Following delivery of a notice to the PUCT by the Administrator under Section 13(a) above, the Administrator and Issuer may at any time withdraw from the PUCT further consideration of any notification of a proposed amendment.

(c) Any amendment requiring the consent of the PUCT as provided in this Section 13 shall become effective on the later of (i) the date proposed by the parties to such amendment and (ii) the first day after the expiration of the 30 day period provided for in Section 13(b), or, if such period has been extended pursuant thereto, the first day after the expiration of such period as so extended.

14. Successors and Assigns. This Administration Agreement may not be assigned by the Administrator unless such assignment is previously consented to in writing by the Issuer and the Trustee and subject to the satisfaction of the Rating Agency Condition in connection therewith. Any assignment with such consent and satisfaction, if accepted by the assignee, shall bind the assignee hereunder in the same manner as the Administrator is bound hereunder. Notwithstanding the foregoing, this Administration Agreement may be assigned by the Administrator without the consent of the Issuer or the Trustee to a corporation or other organization that is a successor (by merger, consolidation or purchase of assets) to the Administrator; provided that such successor organization executes and delivers to the Issuer an Agreement in which such corporation or other organization agrees to be bound hereunder by the terms of said assignment in the same manner as the Administrator is bound hereunder. Subject to the foregoing, this Administration Agreement shall bind any successors or assigns of the parties hereto.

15. Governing Law. This Administration Agreement shall be construed in accordance with the laws of the State of Texas, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

16. Headings. The Section headings hereof have been inserted for convenience of reference only and shall not be construed to affect the meaning, construction or effect of this Administration Agreement.

17. Counterparts. This Administration Agreement may be executed in counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same Administration Agreement.

18. Severability. Any provision of this Administration Agreement that is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. Nonpetition Covenant. Notwithstanding any prior termination of this Administration Agreement, the Administrator covenants that it shall not, prior to the date which is one year and one day after payment in full of the Transition Bonds, acquiesce, petition or otherwise invoke or cause the Issuer to invoke the process of any court or government authority for the purpose of commencing or sustaining a case against the Issuer under any federal or state bankruptcy, insolvency or similar law or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Issuer or any substantial part of its property, or ordering the winding up or liquidation of the affairs of the Issuer.

IN WITNESS WHEREOF, the parties have caused this Administration Agreement to be duly executed and delivered as of the day and year first above written.

CENTERPOINT ENERGY TRANSITION BOND
COMPANY II, LLC,
as Issuer

By: /s/ Marc Kilbride

Marc Kilbride
Manager

CENTERPOINT ENERGY HOUSTON ELECTRIC,
LLC,
as Administrator,

By: /s/ Marc Kilbride

Marc Kilbride
Vice President and Treasurer

[BAKER BOTTS LLP LOGO]

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AUSTIN
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HONG KONG
HOUSTON
LONDON
MOSCOW
NEW YORK
RIYADH
WASHINGTON

December 16, 2005

To Each Person Listed on
the Attached Schedule I

Re: CenterPoint Energy Houston Electric, LLC;
CenterPoint Energy Transition Bond Company II, LLC
Constitutional Issues

Ladies and Gentlemen:

We have acted as counsel to CenterPoint Energy Transition Bond Company II, LLC, a Delaware limited liability company (the "Issuer"), and CenterPoint Energy Houston Electric, LLC ("CenterPoint"), an operating electric utility incorporated under the laws of the State of Texas, in connection with the purchase by the Issuer on the date hereof of the Transition Property, as defined in the Sale Agreement referred to below, from CenterPoint, the issuance by the Issuer of the Transition Bonds referred to below, and the related transactions described below.

THE TRANSACTION

On the date hereof, CenterPoint has sold its rights and interests under the Financing Order, which became the Transition Property upon such transfer, to the Issuer under the Transition Property Sale Agreement dated as of December 16, 2005 (the "Sale Agreement"), by and between CenterPoint and the Issuer and the related bill of sale dated as of December 16, 2005. Under the Transition Property Servicing Agreement dated as of December 16, 2005, by and between CenterPoint, in its capacity as Servicer, and the Issuer, CenterPoint has agreed to service the Transition Property. Under the Administration Agreement dated as of December 16, 2005, by and between CenterPoint, in its capacity as Administrator, and the Issuer, CenterPoint has agreed to perform certain administrative services on behalf of the Issuer. On the date hereof, the Issuer has issued its Senior Secured Transition Bonds, Series A (the "Transition Bonds") under an Indenture dated as of December 16, 2005 ("Indenture"), by and between the Issuer, Wilmington Trust Company, as trustee (the "Trustee"), and Deutsche Bank Trust Company Americas, as securities intermediary.

As used herein, "Transaction Documents" means the above-referenced documents, and "Transaction" means the transactions contemplated by the Transaction Documents. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Sale Agreement.

OPINIONS REQUESTED

You have requested our opinion as to:

(a) whether the holders of the Transition Bonds (the "Bondholders") could challenge successfully under the Contract Clause of the United States Constitution (Article I, Section 10; and herein "Federal Contract Clause") or under the Contract Clause of the Texas Constitution (Article I, Section 16; and herein "Texas Contract Clause") the constitutionality of any action by the State of Texas (including the Commission) of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court of competent jurisdiction would determine repeals, amends or violates the Pledge set forth in Section 39.310 of the Texas Electric Choice Plan ("Electric Choice Plan") (codified in the Public Utility Regulatory Act ("PURA"), TEX. UTIL. CODE ANN. Sections 11.001-64.158) in a manner that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges, (any such impairment being referred to herein as "an impairment") prior to the time that the Transition Bonds are fully paid and discharged; and

(b) whether, under the Fifth Amendment to the United States Constitution, which provides in relevant part, "nor shall private property be taken for public use, without just compensation" ("Federal Takings Clause"), or Article I, Section 17 of the Texas Constitution, which provides that "[n]o person's property shall be taken, damaged, or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person" ("Texas Takings Clause"), a reviewing court would find a compensable taking if the State takes action of a legislative character that repeals, amends or violates the Pledge or takes other action in contravention of the Pledge that the court concludes (i) permanently appropriates the Transition Property or denies all economically productive use of the Transition Property; or (ii) destroys the Transition Property other than in response to emergency conditions; or (iii) substantially reduces, alters or impairs the value of the Transition Property or a substantial property interest of the Bondholders in the Transition Property and deprives the Transition Bondholders of their reasonable expectations arising from their investments in the Transition Bonds (a "taking").

You have also inquired as to the circumstances under which injunctive relief would be available to address a legislative act which will cause such impairments.

FACTS AND ASSUMPTIONS

In connection with rendering the opinions set forth below, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of (i) the Sale Agreement; (ii) the Indenture; (iii) the Registration Statement (including the prospectus and

prospectus supplement included therein) initially filed with the Securities and Exchange Commission on September 12, 2005, as amended and as declared effective by the Securities and Exchange Commission with respect to the Transition Bonds ("Registration Statement"); (iv) the Electric Choice Plan; (v) the Financing Order issued by the Texas Public Utility Commission ("Commission") on March 16, 2005 ("Financing Order"), PUC Docket No. 30485; and (vi) such other documents relating to the Transaction as we have deemed necessary or advisable as a basis for such opinions.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such latter documents. In making our examination of documents, we have assumed that the parties to such documents had the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties of such documents, including the Transaction Documents, and the validity and binding effect thereof. We have assumed that any Texas legislation impairing the value of Transition Bonds and Transition Properties would constitute a "substantial" modification of the Electric Choice Plan provisions that provide support for Transition Properties or Transition Bonds.

We have made no independent investigation of the facts referred to herein, and with respect to such facts have relied, for the purpose of rendering this opinion and except as otherwise stated herein, exclusively on the statements contained and matters provided for in the Transaction Documents, the Registration Statement, and such other documents relating to the Transaction as we deemed advisable, including the factual representations, warranties, and covenants contained therein as made by the respective parties thereto.

Members of this firm are admitted to the Bar of the State of Texas. We express no opinion herein as to the laws of any jurisdiction other than the laws of the State of Texas and the federal laws of the United States of America to the extent specifically referred to herein.

PLEDGE OF THE STATE OF TEXAS

Section 39.310 of PURA sets forth a pledge ("Pledge") by the State of Texas, "for the benefit and protection of financing parties and the electric utility," in a securitization transaction contemplated by the Electric Choice Plan:

Transition bonds are not a debt or obligation of the state and are not a charge on its full faith and credit or taxing power. The state pledges, however, for the benefit and protection of financing parties and the electric utility, that it will not take or permit any action that would impair the value of transition property, or, except as permitted by Section 39.307, reduce, alter, or impair the

transition charges to be imposed, collected, and remitted to financing parties, until the principal, interest and premium, and any other charges incurred and contracts to be performed in connection with the related transition bonds have been paid and performed in full.

TEX. UTIL. CODE ANN. Section 39.310 (2005)(1) Section 39.310 also authorizes the Issuer "to include this pledge in any documentation relating to those bonds." Id. We note that the State's pledge is set forth on the Transition Bonds and in the Indenture.

ANALYSIS

If Texas were to take action of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court would determine violates the Pledge in a manner that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges, such action would raise issues under the Contract Clause of the Texas Constitution, the Contract Clause of the United States Constitution, the Takings Clause of the Texas Constitution, and the Takings Clause of the United States Constitution. Such action may be invalidated if it violates any one of those four constitutional provisions. We address each of those provisions in turn.

A. THE CONTRACT CLAUSES

The Texas and Federal Constitutions, through their respective Contract Clauses, limit the power of the Texas legislature to enact laws "impairing the obligation of contracts." U.S. CONST. art. I Section 10; TEX. CONST. art. I Section 16. The Texas Supreme Court has authoritatively interpreted the Texas Contract Clause to prohibit laws that directly target the terms of a private contract; that provision, however, does not prohibit the State from taking action under the police power that only incidentally affects the subject matter of the contract. The federal provision relies on a multi-factor balancing test to determine whether an impairment is justified by the government's exercise of its police power.

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(1) Section 39.307, entitled "True-Up," provides:

A financing order shall include a mechanism requiring that transition charges be reviewed and adjusted at least annually, within 45 days of the anniversary date of the issuance of the transition bonds, to correct any overcollections or undercollections of the preceding 12 months and to ensure the expected recovery of amounts sufficient to timely provide all payments of debt service and other required amounts and charges in connection with the transition bonds.

1. THE TEXAS CONSTITUTION'S CONTRACT CLAUSE

Article I, Section 16 of the Texas Constitution provides that "[n]o . . . law impairing the obligation of contracts . . . shall be made." That provision applies in different ways to two types of contracts: (1) contracts between private parties ("private contracts"); and (2) contracts between a private party and the State of Texas ("state contracts").

a. PRIVATE CONTRACTS

The contractual obligations between private parties - including those between a creditor and debtor - may not be "impaired" by an act of the legislature. TEX. CONST. art. I Section 16; see *Travelers Ins. Co. v. Marshall*, 76 S.W.2d 1007 (Tex. 1934). While the Texas Supreme Court has not defined with precision what constitutes an "impair[ment of] the obligation of contracts," *Langever v. Miller*, 76 S.W.2d 1025, 1029-35 (Tex. 1934) (quoting cases and other authorities), that court has understood an "impairment" generally to be a legislative act that "nullifies that portion of the contract, read in the light of the then existing statute, which entitled" a party to a right under the contract. *Id.* at 1029. More particularly, the Texas Supreme Court has distinguished legislation having only "incidental effects" on contracts from legislation "specifically directed at the terms of a contract." *Barshop v. Medina County Underground Water Conservation Dist.*, 925 S.W.2d 618, 634 (Tex. 1996). When the legislature passes a statute of the former type, it does not violate the Texas Constitution so long as it is "a valid exercise of the police power necessary to safeguard the public safety and welfare." *Id.* at 635. But when the legislature enacts a statute specifically directed at the terms of a contract, it violates the Texas Contract Clause.

Although the case law delineating those two types of legislation is far from comprehensive,(2) three decisions offer guidance. The first is *Travelers Ins. Co. v. Marshall*, 76 S.W.2d 1007 (Tex. 1934). The legislation at issue in that case was a "moratorium act" that delayed banks' recourse in collecting collateral property upon borrower default; the contract at issue was the loan agreement between the bank and the borrower. 76 S.W.2d at 1008-09. The Texas Supreme Court held that the act violated the Texas Contract Clause. Describing its holding in broad terms, the Texas Supreme Court declared that any law impairing the obligation of a contract is unconstitutional, regardless of the emergency conditions that the legislature might cite to justify the impairment. *Id.* at 1011. "The limitation thus imposed is emphatic, unambiguous and without exception; it applies alike to all contracts and protects all obligations of contracts from destruction or impairment by subsequent legislation." *Id.*

Three years later, the U.S. Supreme Court decided *Henderson Co. v. Thompson*, 300 U.S. 258 (1937), in which the court applied the Texas Contract Clause and interpreted

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(2) In 1996, the Texas Supreme Court noted that it had not considered the scope of the Contract Clause in the preceding sixty-two years. See *Barshop*, 925 S.W.2d at 634.

Travelers.(3) In Henderson, the challenged legislation regulated the natural gas industry: It defined "sweet" and "sour" gas; it prohibited certain uses of sweet gas; and it prohibited the extraction of sweet gas from particular sources. Id. at 260. The plaintiff's gas wells were classified as "sweet gas," and the extraction of the gas was therefore prohibited. Id. at 261. Plaintiff alleged that the legislation impaired two sets of contracts: (1) contracts between a gas processing plant and its suppliers for the receipt of sweet gas; and (2) contracts between the processing plant and its customers for the delivery of sweet gas residue. 300 U.S. at 266. The U.S. Supreme Court held that the state statute did not impair the contracts because it was not "specifically directed against the terms of the contract." Id. at 266. Rather, the court concluded, the legislation "deal[t] merely with the use of an article of commerce; and its effect upon contracts [wa]s incidental." Id. The U.S. Supreme Court noted that "the Constitution of the State of Texas has never been held to avoid a police statute dealing directly with physical things in the interest of the public welfare, and touching contractual relationships only incidentally as they may have attached to those physical things prior to the passage of the statute." Id. (internal quotation marks omitted). The U.S. Supreme Court distinguished the facts before it from those in Travelers on the same ground: In Travelers, the challenged law directly regulated the enforcement of contracts, whereas in Henderson the challenged law regulated only the articles of commerce at issue in the contracts and not the terms of the contracts themselves.

Returning to the issue more recently in Barshop, 925 S.W.2d at 634, the Texas Supreme Court ratified the reasoning of Henderson. In Barshop, the State had enacted legislation regulating the extraction of water from Texas's Edwards Aquifer. The plaintiffs - two county water conservation districts, a cattle raisers organization, a cattle company, and a private individual - alleged that the act violated the Texas Contract Clause. They argued that the law impaired the obligation of contracts between suppliers of potable water who drew their water from the aquifer and the customers of those suppliers, because the new Texas law threatened the ability of the suppliers to satisfy their customers' contractual demands. See Findings of Fact and Conclusions of Law, Medina County Underground Water Conservation Dist. v. Barshop, No. 95-08-13471-CV at Paragraph 323 (Dist. Ct. of Medina County, Dec. 18, 1995). The Texas Supreme Court rejected that claim, holding that the obligation was not unconstitutionally impaired "because the Act [was] a valid exercise of the police power necessary to safeguard the public safety and welfare," and the law was not directly aimed at the terms of the contract. 925 S.W.2d at 634-35.

Taken together, Barshop, Henderson, and Travelers indicate that legislation that substantially modifies the terms of a private contract to which the State is not a party, or that materially delays the recourse available to parties of the contract, would constitute a violation of the Texas Contract Clause. Here, Texas authorized Transition Bond issuers to include the State's

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(3) The Supreme Court reviewed the legislation under the Texas Constitution as well as under several provisions of the U.S. Constitution. 300 U.S. at 261. The Texas Supreme Court has stated that the U.S. Supreme Court's interpretation of the State Constitution is not binding on Texas state courts, although the U.S. Supreme Court's analysis has been viewed as persuasive. See, e.g., Barshop, 925 S.W.2d at 634-35 ("While the Supreme Court's decision in Henderson was not controlling on Texas courts, several courts of appeals have noted its holding in concluding that an exercise of the police power necessary to safeguard the public safety and welfare can justify the impairment of contractual rights and obligations.").

pledge not to "reduce, alter, or impair the transition charges" in bond documentation, and issuers included those terms in bond documentation. Any state action of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court would determine violates the Pledge in a manner that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges, would contravene Section 39.310, and as such would constitute an act specifically directed at a term of the contract. Such an act would be directed specifically at the Pledge as reproduced in the Transition Bonds, contract terms the State had authorized by legislation.

b. STATE CONTRACTS

The Pledge itself may also constitute a binding contract between the State of Texas and the issuers and holders of Transition Bonds. In enacting the legislation, not only did the State of Texas pledge that it would not interfere with the Transition Bonds, but it also authorized "any party issuing transition bonds" to include that Pledge in the bonds and in associated agreements. TEX. UTIL. CODE. ANN. Section 39.310. As described in detail below, see *infra* pp. 11-13, the U.S. Supreme Court has found that, for the purposes of the Federal Constitution, a statute may constitute a binding contractual obligation with private parties despite "the presumption . . . that a law is not intended to create private contractual or vested rights but merely declares a policy to be pursued until the legislature shall ordain otherwise." *Nat'l R.R. Passenger Corp. v. Atchison, Topeka & Santa Fe Ry. Co.*, 470 U.S. 451, 466 (1985) (internal quotation marks omitted); see also *U.S. Trust Co. v. New Jersey*, 431 U.S. 1, 17-18 & n.14 (1977) (noting that parties stipulated that the state legislation at issue constituted a contractual obligation of the State). Consistent with the analysis below, see *infra* pp. 11-13, Section 39.310 of PURA may convey an intent to bind the State of Texas contractually. Section 39.310 does not merely contain a Pledge from the State of Texas. It also authorizes the inclusion of the Pledge in specified contracts, expressly incorporating Texas's promises and obligations into those contracts.

The Texas Supreme Court has not specifically addressed whether PURA or similar laws should be construed as binding contractual obligations. But two illustrative cases suggest that the Texas Supreme Court may hold that they are. See *Morris & Cummings v. Texas*, 62 Tex. 728, 1884 WL 8989 at *11-*12 (Tex. 1884); *Basset v. City of El Paso*, 30 S.W. 893, 895 (Tex. 1895). In *Morris & Cummings*, *Morris & Cummings* had contracted with the city of Corpus Christi in 1872 to collect tolls on behalf of the city. 1884 WL at *11. In 1873, the State of Texas re-incorporated Corpus Christi with legislation that explicitly "recognized previous [city ordinances and contracts] as valid and binding contracts between the city and *Morris & Cummings*, who had acted under and availed themselves of [the provisions of said ordinances and contracts]." 1884 WL at * 6. In 1875, the State of Texas repealed the act incorporating Corpus Christi, purportedly extinguishing the city's contracts with *Morris & Cummings*. The Texas Supreme Court held that, although "[t]he power of the legislature to alter or repeal an act chartering a municipal corporation is undoubted," *id.* at *11, the State could not repeal the 1875 charter in such a way as would effectively extinguish the contractual agreement

between Morris & Cummings and the city, id. at *12-*13. The State was obligated not "to absolve [the municipality] from its liabilities to creditors" Id. at *12.

In Basset, the city of El Paso had issued bonds to fund its waterworks. 30 S.W. at 894. The city council passed an ordinance "creat[ing] a special fund, in the city treasury, to be known as the waterworks bonds sinking fund," to repay the bonds, and levying property taxes to raise the necessary revenue. Id. The court held that city officials had authority to levy the tax. One reason given by the Texas Supreme Court was that "[t]he bonds, when issued, would be based upon and relate back to this order providing for the interest and sinking fund, and the order would be part of the contract between the city and the holder of the bonds." Id. at 895 (emphasis added). Because the tax was an implicit obligation in the bond contract, a "[bond]holder could compel the levy of a sufficient tax" if the city failed to do so of its own volition. Id.

Thus, in Basset and Morris & Cummings, the Texas Supreme Court recognized that legislation providing funding, authorization, and support for particular contractual relationships cannot be repealed if it will impermissibly impair contractual obligations. Regrettably, Basset and Morris & Cummings are not of recent vintage; each is more than 100 years old. In addition, they are factually distinguishable from the legislation at issue here. In both of those cases, there were written contracts executed by a governmental entity, and the statutory promise was held to be incorporated into that governmental agreement. Here, by contrast, there is no explicit contractual instrument executed by a governmental entity to which the Pledge might be appended. Texas did, however, authorize the Issuer and Bondholders to include Texas's Pledge in their agreements. That is evidence that the State of Texas intended its Pledge to become an enforceable part of those agreements, much as the charter became part of the contract between the city and the contractor in Morris & Cummings, and as the property-tax ordinance became part of the contract between the city and bondholders in Bassett.

c. CONCLUSION: AVAILABILITY OF INJUNCTIVE AND DECLARATORY RELIEF

Based on our analysis of relevant judicial authority, as set forth above, and subject to all of the qualifications, limitations and assumptions (including the assumption that any impairment would be "substantial") set forth in this letter, it is our opinion that a reviewing court would conclude (i) that the State Pledge creates a binding contractual obligation of the State of Texas for purposes of the Texas Contract Clause and (ii) unless the State's action is a reasonable exercise of its sovereign powers and is of a character reasonable and appropriate to the public purpose justifying such action, provides a basis upon which the Bondholders (or the Trustee acting on their behalf) could challenge successfully, under the Texas Contract Clause, the constitutionality of any action by the State (including the Commission) of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court would determine violates the Pledge in a manner that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges.

If Texas legislation did violate the Texas Contract Clause, then the parties to the contract could obtain an injunction prohibiting state executive branch officials from enforcing the legislation. See *Travelers*, 76 S.W.2d at 1008; *Dir. of Dept. of Agric. and Env't v. Printing Indus. Ass'n of Texas*, 600 S.W.2d 264, 265-66 (Tex. 1980). The complainants could, in the alternative, secure a declaratory judgment that the State's actions violated the Texas Contract Clause. "Private parties may seek declaratory relief against state officials who allegedly act without legal or statutory authority. . . . This is because suits to compel state officers to act within their official capacity do not attempt to subject the State to liability. . . . Therefore, certain declaratory-judgment actions against state officials do not implicate the sovereign-immunity doctrine." *Texas Natural Res. Conservation Comm'n v. IT-Davy*, 74 S.W.3d 849, 855 (Tex. 2002) (citations omitted).(4)

The entry by a court of an injunction to enjoin an impairment would be subject to a showing that (1) immediate and irreparable harm would occur if the injunction does not issue, (2) the claim for relief is based upon an established legal right, (3) there is no adequate remedy at law, (4) the equities preponderate in favor of the moving party, and (5) there has been a violation of the Texas Contract Clause and such action is not necessary to further a significant and legitimate public purpose. The availability of such injunctive relief would be further subject to the discretion of the courts: "The decision to grant or deny a temporary injunction lies in the sound discretion of the trial court, and the court's grant or denial is subject to reversal only for a clear abuse of discretion." *Walling v. Metcalfe*, 863 S.W.2d 56, 58 (Tex. 1993) (citing *State v. Walker*, 679 S.W.2d 484 (Tex. 1984)). Whether to provide declaratory relief is likewise subject to the courts' discretion: "A trial court has discretion to enter a declaratory judgment so long as it will serve a useful purpose or will terminate the controversy between the parties." *Bonham State Bank v. Beadle*, 907 S.W.2d 465, 468 (Tex. 1995). We note that, to the extent that any impairment also constitutes a "taking" under the Texas or Federal Takings Clauses so as to require the State to pay just compensation, see *infra* Part B ("The Takings Clauses"), the availability of such compensation might constitute an adequate remedy at law and equitable relief and declaratory relief might be unavailable. Cf. *Ruckelshaus v. Monsanto Co.*, 467 U.S. 986, 1016 (1984).

2. THE FEDERAL CONSTITUTION'S CONTRACT CLAUSE

(4) The phrase "certain declaratory-judgment actions" refers to those that, in substance or effect, do not seek to establish the State's monetary liability under a contract. As the Texas Supreme Court explained in *Federal Sign v. Texas Southern University*, "we distinguish suits to determine a party's rights against the State from suits seeking damages. A party can maintain a suit to determine its rights without legislative permission." 951 S.W.2d 401, 404 (Tex. 1997), cited in *IT-Davy*, 74 S.W.3d at 856. Suits that would have the practical effect of extracting money damages from the State for breach of contract can only be filed pursuant to Texas's "comprehensive schemes that allow contracting parties to resolve breach-of-contract claims against the State." *Id.* at 857 (citing TEX. CIV. PRAC. & REM. CODESS.107.001; TEX. GOV'T CODESS.SS.2260.001-.108). Because a Contract Clause claim against state executives seeking to enjoin the enforcement of an impairment of contract would not, in name or in effect, impose financial obligations on the State, such a claim would not be governed by the State's "comprehensive schemes."

The Federal Constitution also prohibits Texas from passing any law "impairing the Obligation of Contracts." U.S. CONST. art. I Section 10. The Federal Contract Clause, like its Texas counterpart, operates differently on private contracts on the one hand and government contracts on the other. The U.S. Supreme Court has indicated that "impairments of a State's own contracts would face more stringent examination under the Contract Clause than would laws regulating contractual relationships between private parties," although "private contracts are not subject to unlimited modification under the police power." *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 244 n.15 (1978) (quoting *U.S. Trust*, 431 U.S. at 22-23) (citation and internal quotation marks omitted).

a. PRIVATE CONTRACTS

To prevail on a claim that federal legislation unconstitutionally impairs the obligation of a contract to which the State is not a party, the plaintiff must demonstrate that the statute alters contractual rights or obligations. *Nat'l R.R.*, 470 U.S. at 1455. If there is an impairment, then the reviewing court must determine whether that impairment is substantial enough to constitute an unconstitutional impairment of the rights or obligations.

In determining whether a law unconstitutionally impairs the obligations of a private contract, the courts consider a variety of factors. In *Allied Structural Steel*, *supra*, and *Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398 (1934), the U.S. Supreme Court explicitly weighed five such considerations: (1) whether the law was enacted pursuant to an "emergency"; (2) whether the law was enacted to "protect a basic societal interest, not a favored group"; (3) whether the relief was "appropriately tailored to the emergency that it was designed to meet"; (4) whether the imposed conditions were "reasonable"; and (5) whether the legislation was limited to the duration of the emergency. *Allied Structural Steel*, 438 U.S. at 242 (citing *Blaisdell*, 290 U.S. at 434-447).

The U.S. Supreme Court has since marshaled those considerations into a three-step test. See *Energy Reserves Group, Inc. v. Kansas Power and Light Co.*, 459 U.S. 400 (1983). Courts first consider whether the state law operates as a substantial impairment of a contractual relationship. (For the purposes of this letter, we assume that the impairment is substantial.) Where there is a substantial impairment, the State must demonstrate that the regulation had a significant and legitimate public purpose. Once such a purpose is identified, courts will consider whether the regulation's adjustment of rights and responsibilities is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the measure's adoption. *Id.* at 411-13.

i. LEGITIMATE PUBLIC PURPOSE

If Texas were to pass legislation that substantially impairs contractual obligations, then courts would inquire whether "the adjustment of the rights and responsibilities is based upon reasonable conditions and is of a character appropriate to the public purpose justifying the legislation's adoption." *Energy Reserves Group*, 459 U.S. at 412. Where the State is not a party to the contract, the court will "defer to legislative judgment as to the necessity and

reasonableness of a particular measure." Id. at 413. "[T]he State . . . must have a significant and legitimate public purpose behind the regulation, such as the remedying of a broad and general social or economic problem." Id. at 411-12. The State must be acting pursuant to its "police power, rather than providing a benefit to special interests." Id. at 412.

In judging necessity, the U.S. Supreme Court has considered the context in which the law was enacted. In *Blaisdell*, the state legislation was justified as a response to the lodestar of economic emergencies, the Great Depression. 290 U.S. at 242. In *Allied Structural Steel*, by contrast, the Court held that general concern about pensions was not by itself a sufficient emergency; nor had the government declared an official emergency. 438 U.S. at 249. Finally, in *Energy Reserves Group*, the Court noted that the Kansas statute at issue had been enacted to protect consumers from the escalation of natural gas prices caused by recent deregulation. 459 U.S. at 416-17. Judgment of this factor's application to hypothetical Texas legislation is impossible without knowledge of the context in which that legislation is passed; in any event, a more urgent context would receive greater deference from the courts than would a nonemergency.

The U.S. Supreme Court has also considered, on the question of justification, whether the challenged law was passed to protect broad societal interests or merely to benefit some to the detriment of others. In *Blaisdell*, the Supreme Court approved a law treating all debtors and creditors alike. The statute had not been passed "for the mere advantage of particular individuals but for the protection of a basic interest of society." 290 U.S. at 445. (Notably, this assertion was largely a priori, and the opinion offered no further explanation.) In *Allied Structural Steel*, by contrast, the Supreme Court criticized a law that affected only some employers (those closing offices in Minnesota) and that took aim "only at those who had in the past been sufficiently enlightened as voluntarily to agree to establish pension plans for their employees." Id. at 249-250.

ii. REASONABLENESS

Finally, the conditions set by the law must be reasonable in light of their justification. In *Blaisdell*, the emergency-justified regulations regarding mortgage recourse were deemed "reasonable" because they did not wholly eviscerate mortgage obligations; rather, they merely extended the period for redemption following a foreclosure. Moreover, the act was not of indefinite duration, but was time-limited (albeit subject to extension). 290 U.S. at 446-48. In *Allied Structural Steel*, by contrast, the statute - which "impos[ed] a sudden, totally unanticipated, and substantial retroactive obligation upon the company to its employees" - "was not enacted to deal with a situation remotely approaching the broad and desperate emergency economic conditions of the early 1930's - conditions of which the Court in *Blaisdell* took judicial notice." 438 U.S. at 249. In *Energy Reserves Group*, the U.S. Supreme Court noted that the Kansas gas price caps applied to only a small amount of gas consumed in the State, and that the law reintroduced certainty to a market otherwise operating under "indefinite price escalator clauses." 459 U.S. at 418. Importantly, the court conducted that analysis "in light of the deference to which the Kansas Legislature's judgment is entitled." Id. If Texas were to enact

legislation substantially impairing obligations of contract, then the courts would invalidate the legislation if it was unreasonable in relation to the conditions put forth to justify its enactment.

b. STATE CONTRACTS

i. EXISTENCE OF A CONTRACT

To prevail on a claim that state legislation unconstitutionally impairs the obligation of a contract to which the State is a party, the plaintiff must first demonstrate the existence of such a contract. As noted above, supra p. 7, courts have held that, "absent some clear indication that the legislature intends to bind itself contractually, the presumption is that 'a law is not intended to create private contractual or vested rights but merely declares a policy to be pursued until the legislature shall ordain otherwise.'" Nat'l R.R. Passenger Corp., 470 U.S. at 465-66 (quoting Dodge v. Bd. of Educ., 302 U.S. 74, 79 (1937)). "Policies, unlike contracts, are inherently subject to revision and repeal, and to construe laws as contracts when the obligation is not clearly and unequivocally expressed would be to limit drastically the essential powers of a legislative body." Id. at 466. National Railroad identified two principal considerations in determining whether a legislative act creates a contractual obligation.

First, if the legislation "provides for the execution of a written contract on behalf of the state, then the case for an obligation binding upon the state is clear. Absent an adequate expression of an actual intent of the state to bind itself," however, the finding of a contract is less likely. Nat'l R.R., 470 U.S. at 466-67 (internal quotation marks and citations omitted) (emphasis in original). PURA's Section 39.310, detailing the State's Pledge, authorizes parties to execute written contracts incorporating the Pledge, but whether that suffices to manifest the State's intent to "bind" itself is less obvious. Section 39.310 maintains that "[t]ransition bonds are not a debt or obligation of the state" - a statement that appears to disclaim governmental financial liability for the bonds themselves. But to say that Texas did not bind itself, by contractual obligation, to make payment on or financially backstop Transition Bonds is not the same as to say that the State did not bind itself to not enact countervailing legislation. In Section 39.310, the State expressly "pledges . . . for the benefit and protection" of bondholders and electric utilities, "that it will not take or permit" countervailing legislation. That statement is, by its terms, a promise. And the State evinced its intent for parties to rely on the promise when ordering their affairs by authorizing the Pledge's inclusion in specified contracts, albeit ones to which the State is not a signatory.

The text of Section 39.310 of PURA compares favorably with the legislation at issue in National Railroad. Indeed, in authorizing inclusion of the Pledge in contracts and thereby outlining the terms on which private parties may execute contracts, Texas included none of the express reservations found in the statute at issue in National Railroad. For example, in National Railroad, the U.S. Supreme Court noted that, "lest there be any doubt . . . Congress 'expressly reserved' its rights to 'repeal, alter, or amend the Act at any time.'" Id. at 467. In marked contrast, Texas issued no such reservation in PURA and, indeed, "pledge[d]," for the "protection" of parties, to "not take or permit" any actions impairing the Transition Bond

contracts. TEX. UTIL. CODE ANN. Section 39.310. That language weighs in favor of finding a binding contractual obligation on the State. Indeed, it is similar to the language conceded to create a contractual obligation in U.S. Trust. Unlike the statute construed in National Railroad, the Texas Pledge expressly uses the word "pledge" in its assurance. The language indicates the State's intent to be bound vis-a-vis any holders of transition bonds and supports the conclusion that the Pledge constitutes a contractual relationship between the State and the Bondholders.

Second, National Railroad suggests that an "atmosphere of pervasive prior regulation" weighs against finding a contract. 470 U.S. at 468-69. In that case, however, the atmosphere was explicitly reinforced by express reservation of the power to repeal. Id. at 469. The Texas Pledge here has no such express reservation and actually promises that "the state will not take or permit any action that would impair the value of transition property, or . . . reduce, alter, or impair the transition charges to be imposed, collected, and remitted to financing parties" TEX. UTIL. CODE. ANN. Section 39.310 (emphasis added). An "atmosphere of pervasive prior regulation" may weigh against the reasonable expectation that further regulation is not forthcoming. But the Texas Pledge's strong statement appears specifically designed to disavow and forestall the expectation of further regulation that would interfere with the collection of charges financing the Transition Bonds (e.g., reducing, altering, or impairing the transition charges), or that would otherwise substantially impair the value of Transition Property.(5)

ii. RESERVED-POWERS DOCTRINE

Assuming a contract and legislation that substantially impairs the obligation of that contract, the contract would not be enforceable if it purported to "bargain[] away" the "reserved powers" of the State. U.S. Trust, 431 U.S. at 23. That is, even if Texas intended to be contractually bound, it must be within the State's power to create that obligation. Generally speaking, while a State can "contract[] away" its power to tax and spend in the future, it cannot do the same with its power of eminent domain or its police power. Id. at 23-24 & n. 21. Regulation of utilities is one of the police powers of the States. Pacific Gas & Elec. v. State Energy Resources Conservation & Dev. Comm'n, 461 U.S. 190, 206 (1983).

In our opinion, the Pledge does not constitute an impermissible attempt to "contract away" the police power of the State of Texas. The State has merely pledged not to reduce, alter, or impair the transition charges that will fund repayment of the Transition Bonds or

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(5)The U.S. Supreme Court has, in other contexts, found binding contractual obligations, but it has done so under circumstances materially different from those here. In one of those cases, the obligation was appended to another existing contract between a state government and the complaining party. See State of Indiana ex rel. Anderson v. Brand, 303 U.S. 95 (1938) (holding that state Tenure Act created binding contractual obligations enforceable by teachers with contractual relationships with public schools). In another case, the U.S. Supreme Court held that a general act modifying corporate charters constituted a contractual relationship, but there the legislation provided that it would "shall not go into effect or be binding upon [a] company until the said company . . . shall have signified its assent hereto" New Jersey v. Yard, 95 U.S. 104, 110 (1887). In effect, the State had given private parties the power to "accept" its "offer." See also U.S. Trust Co. of N.Y. v. New Jersey, 431 U.S. 1, 17 (1976) (noting that parties conceded that legislation created a contractual obligation).

impair the value of the Transition Property, which presumably includes the right to impose and collect charges under the terms of the Financing Order. Health and safety regulations regarding the transmission of electricity going forward will not affect these charges. Nor can the Pledge be read as contracting away any power to regulate the safety of utility properties. Therefore, the reserved-powers doctrine would not preclude a court from holding that violation of the terms of the Pledge constitutes an unconstitutional violation of the Contract Clause of the United States Constitution.

c. CONCLUSION: AVAILABILITY OF INJUNCTIVE AND DECLARATORY RELIEF

Based on our analysis of relevant judicial authority, as set forth above, it is our opinion, subject to all of the qualifications, limitations and assumptions (including the assumption that any impairment would be "substantial") set forth in this letter, that a reviewing court would conclude that the State Pledge (i) creates a binding contractual obligation of the State of Texas for purposes of the Federal Contract Clause and (ii) unless the State's action is a reasonable exercise of its sovereign powers and is of a character reasonable and appropriate to the public purpose justifying such action, provides a basis upon which the Bondholders (or the Trustee acting on their behalf) could challenge successfully, under the Federal Contract Clause, the constitutionality of any action by the State (including the Commission) of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court would determine violates the pledge in a manner that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges.

If Texas legislation did violate the Federal Contract Clause, then holders and issuers of Transition Bonds could file suit in federal court against the governor or other state executive officers responsible for enforcing the unconstitutional legislation, requesting injunctive relief to prevent enforcement of the new measure. *Ex Parte Young*, 209 U.S. 123, 159-60 (1908). In order to obtain injunctive relief, the plaintiff must also show that enforcement of the unconstitutional legislation is imminent. *Morales v. TWA*, 504 U.S. 374, 381 (1992).⁽⁶⁾ The provision of injunctive relief would be subject to judicial discretion, and would be subject to a showing that (1) immediate and irreparable harm would occur if the injunction does not issue, (2) the claim for relief is based upon an established legal right, (3) there is no adequate remedy at law, and (4) the equities preponderate in favor of the moving party. See *supra* p. 9. In addition, declaratory relief would be available subject to the court's discretion. 28 U.S.C. Section 2201; *Wilton v. Seven Falls Co.*, 515 U.S. 277, 282-83 (1995). Finally, as noted above, *supra* p. 9, the availability of injunctive and declaratory relief might be limited where the State's actions

(6)The complainants would not be able to sue the State of Texas for damages resulting from the Federal constitutional violation, because the State would be immune from suit under the 11th Amendment to the United States Constitution. See, e.g., *North Carolina v. Temple*, 134 U.S. 22, 25, 30 (1890) (holding that North Carolina enjoys sovereign immunity from claimed violation of federal Contract Clause) (citing *Ex Parte Ayers*, 123 U.S. 443 (1887)). The complainants, however, would be able to sue individual officers for injunctive relief under *Ex Parte Young*.

constitute an unconstitutional "taking" for which the aggrieved party can recoup money damages at law.

3. CONCLUSION: THE FEDERAL AND TEXAS CONSTITUTIONS' CONTRACT CLAUSES

Based on our analysis of relevant judicial authority, as set forth above, it is our opinion, subject to all of the qualifications, limitations and assumptions (including the assumption that any impairment would be "substantial") set forth in this letter, that a reviewing court would conclude that (i) the Pledge creates a binding contractual obligation of the State of Texas for purposes of the Federal Contract Clause and the Texas Contract Clause, and (ii) the Pledge provides a basis upon which the Bondholders (or the Trustee acting on their behalf) could challenge successfully, under the Federal Contract Clause and the Texas Contract Clause, the constitutionality of any action by the State (including the Commission) of a legislative character, including the repeal or amendment of the securitization provisions of the Electric Choice Plan, that a court would determine violates the Pledge in a way that substantially reduces, alters or impairs the value of the Transition Property or substantially reduces, alters or impairs the Transition Charges, prior to the time that the Transition Bonds are fully paid and discharged, unless the action is a reasonable exercise of the State's sovereign powers and is of a character reasonable and appropriate to the public purpose justifying such action.

B. THE TAKINGS CLAUSES

Because the Texas Takings Clause largely has been assumed to be coextensive with the Federal Takings Clause, see *infra* p. 18 (citing, *inter alia*, *Sheffield Dev. Co. v. City of Glenn Heights*, 140 S.W.3d 660, 669 (Tex. 2004)), we begin with a review of the Federal Takings Clause.

1. THE FEDERAL CONSTITUTION'S TAKINGS CLAUSE

The Takings Clause of the Fifth Amendment to the United States Constitution states: "nor shall private property be taken for public use, without just compensation." That provision is made applicable to the States via the Fourteenth Amendment. *Webb's Fabulous Pharmacies v. Beckwith*, 449 U.S. 155 (1980). The Takings Clause covers both tangible and intangible property. *Ruckelshaus*, 467 U.S. at 1003. Outside of a limited category of "per se" regulatory takings, challenges to legislation pursuant to the Takings Clause are essentially decided on an ad hoc factual basis. *Penn Central Transp. Corp. v. New York*, 438 U.S. 104, 124 (1978); *Ruckelshaus*, 467 U.S. at 1005.

a. EXISTENCE OF PROPERTY RIGHTS

Whether the enactment of legislation that repeals, amends, or modifies the provisions of the Electric Choice Plan providing for, authorizing, or supporting the collection of charges financing the Transition Bonds, or that otherwise substantially impairs the value of Transition Property, in violation of the Pledge, constitutes an unlawful "taking" turns primarily on whether a court would conclude that "property" has been appropriated by the government.

The Supreme Court has stated broadly that "contracts . . . are property and create vested rights" for the purposes of the Takings Clause. *Lynch v. United States*, 292 U.S. 571, 577 (1934). It has clarified more recently, however, that "the fact that legislation disregards or destroys existing contractual rights does not always transform the regulation into an illegal taking." *Connolly v. Pension Benefit Guar. Corp.*, 475 U.S. 211, 224 (1986). "Contracts may create rights of property, but when contracts deal with a subject matter which lies within the control of Congress, they have a congenital infirmity. Parties cannot remove their transactions from the reach of dominant constitutional power by making contracts about them." *Id.* at 223-24.

To determine whether a property right has been unconstitutionally invaded, the U.S. Supreme Court has focused on three factors of "particular significance": (1) "the economic impact of the regulation on the claimant"; (2) "the extent to which the regulation has interfered with distinct investment-backed expectations"; and (3) "the character of the governmental action." *Connolly*, 475 U.S. at 225 (quoting *Penn Central*, 438 U.S. at 124).

In *Connolly*, Congress enacted a requirement that employers pay a fixed and certain amount to the Pension Benefit Guaranty Corporation to cover the company's "unfunded vested benefits." 475 U.S. at 211. The plaintiffs, a group of employers, sued on the grounds that, because the terms of the trust agreements that they had executed with their employees required the employers to pay a lesser contribution, the new federal requirements of additional payments impaired the employers' rights under the trust agreements. *Id.* at 217-20. Although the U.S. Supreme Court acknowledged that the legislation "completely deprives" employers of the additional funds that they would now have to pay to satisfy the statutory requirement, 475 U.S. at 225-26, it noted that pension plans were long the subject of extensive government oversight: "Those who do business in the regulated field cannot object if the legislative scheme is buttressed by subsequent amendments to achieve the legislative end." *Id.* at 227 (quoting *FHA v. The Darlington, Inc.*, 358 U.S. 84, 91 (1958)). Consequently, those operating in an area subject to pervasive government regulation generally cannot have a reasonable investment-backed expectation that regulations will not change. *Id.* The U.S. Supreme Court further observed that the government, in passing the challenged legislation, did not "physically invade or permanently appropriate any of the employer's assets for its own use." *Id.* at 225.

In *United States v. Security Industrial Bank*, 459 U.S. 70 (1982), the U.S. Supreme Court considered a challenge to a bankruptcy reform statute. The creditor plaintiffs argued that the bill's modification of a bankruptcy law - allowing debtors to avoid pre-modification liens on debtor property - constituted an unconstitutional "taking" of the creditors' property rights in the liens. Although the government's action involved no physical occupation of the plaintiffs' property, the U.S. Supreme Court stressed that "[t]he total destruction by the government of all compensable value of these liens, which constitute compensable property, has every possible element of a Fifth Amendment taking and is not a mere consequential incidence of a valid regulatory measure." *Id.* at 77. To avoid this apparent constitutional infirmity, the U.S. Supreme Court construed the legislation as applying only to lien interests vesting after the legislation took effect. 475 U.S. at 82.

It is our opinion that the enactment of legislation that repeals, amends, or modifies the provisions of the Electric Choice Plan providing for, authorizing, or supporting the collection of charges financing the Transition Bonds, or that otherwise substantially impairs the value of Transition Property, without just compensation, would be deemed an unconstitutional taking of property akin to that in Security Industrial Bank if the act appropriates a substantial property interest of the Bondholders in the bondable Transition Property and deprives the Bondholders of their reasonable expectations arising from their investments in the Transition Bonds. That conclusion is based primarily on the application of the second of the three Connolly factors, "the extent to which the regulation has interfered with distinct investment-backed expectations." The enactment of such legislation would levy retroactive burdens on the contracting parties despite clear "investment-backed" expectations - expectations specifically promoted and endorsed by the Texas legislature in promulgating the Pledge and in encouraging contracting parties to include the Pledge in Transition Bond documentation. That the Texas legislature made the Pledge "for the benefit and protection" of utilities and financing parties makes the expectations of those parties all the more reasonable.

The first of the Connolly factors - "the economic impact of the regulation on the claimant" - would also favor holders and issuers of Transition Bonds where, as is assumed for present purposes, the modification of relevant portions of the Electric Choice Plan is substantial and the act appropriates a substantial property interest of the Bondholders in the bondable Transition Property and deprives the Bondholders of their reasonable expectations arising from their investments in the Transition Bonds. If Texas were to enact legislation that repeals, amends, or modifies the provisions of the Electric Choice Plan providing for, authorizing, or supporting the collection of charges financing the Transition Bonds, or that otherwise substantially impairs the value of Transition Property, then the economic impact on bondholders would be great.

The third Connolly factor - the character of the government's action - does not appear significant. There is no actual physical invasion of property. But actual physical invasion of the property is not a necessary condition to a successful takings claim.

b. ENFORCEMENT OF THE "JUST COMPENSATION" PROVISION

An aggrieved property owner generally may not claim a violation of the U.S. Constitution's Takings Clause until after attempting to recover compensation through state processes. "The Fifth Amendment does not require that compensation precede the taking." Ruckelshaus, 467 U.S. at 1016. Injunctions are not available against a state government to remedy an alleged Takings Clause violation when a suit for compensation can be brought against the sovereign after the taking. *Id.*; see *Williamson County Regional Planning Comm'n v. Hamilton Bank of Johnson City*, 473 U.S. 172, 194-95 (1985). Because Texas provides for "inverse condemnation" proceedings by aggrieved property owners - even in the case of nonphysical "regulatory takings," *Tower of Flower Mound v. Stafford Estates Ltd. P'ship*, 135 S.W.3d 620, 645-46 (Tex. 2004) - a federal cause of action may not arise until the aggrieved property owner has requested compensation from the State and resort to that process failed to

"yield just compensation." Ruckelshaus, 467 U.S. at 1013 (quoted in Williamson County, 473 U.S. at 195). To the extent that Texas's inverse condemnation procedure is unavailable or inadequate, however, a federal claim could be brought. 473 U.S. at 196-97.(7)

The case law does not clearly indicate whether, if a federal suit claiming compensation under the Federal Takings Clause is brought directly against the State of Texas, the State can assert sovereign immunity. Although the Texas Supreme Court has held that Texas has waived its sovereign immunity against Takings Clause claims under the Texas Constitution, *Steele v. City of Houston*, 603 S.W.2d 786, 791 (1996), a State's waiver of sovereign immunity in one forum or against one class of claims cannot necessarily be construed to be a waiver of sovereign immunity in other forums or against other claims. According to the U.S. Supreme Court, "[t]he government cannot be sued, except with its own consent. It can declare in what court it may be sued, and prescribe the forms of pleading and the rules of practice to be observed in such suits. It may restrict the jurisdiction of the court to a consideration of only certain classes of claims against the [the government]." *McElrath v. United States*, 102 U.S. 426, 440 (1880); see also *West v. Gibson*, 527 U.S. 212, 226 (1999) (Kennedy, J., dissenting). The U.S. Supreme Court, however, has noted uncertainty as to whether a State's declaration of sovereign immunity against a federal takings claim would have effect. *City of Monterey v. Del Monte Dunes at Monterey, Ltd.*, 526 U.S. 687, 713-714 (1999) (assuming arguendo that "the sovereign immunity rationale retains its vitality in cases where [the Fifth] Amendment is applicable"). Nonetheless, the enforcement of legislation that effects a taking could be enjoined by a suit against state officers if monetary relief were unavailable, subject to the five considerations set forth above. See supra p. 9. Thus, to the extent that there is a taking without just compensation and just compensation is unavailable through state (or federal) procedures, aggrieved bondholders and issuers could seek to enjoin enforcement of the state legislation by suing individual officers under *Ex Parte Young* and 42 U.S.C. Section 1983.

c. CONCLUSION

Based on our analysis of relevant judicial authority, as set forth above, it is our opinion, subject to all of the qualifications, limitations and assumptions set forth in this letter, that, under the Federal Takings Clause, a reviewing court would hold that the State would be required to pay just compensation to Bondholders if the State's repeal or amendment of the Electric Choice Plan or other action in violation of the Pledge constitutes a permanent appropriation of a substantial property interest of the Bondholders in the bondable Transition Property and deprives the Bondholders of their reasonable expectations arising from their investments in the Transition Bonds. There can be no assurance, however, that any such award of just compensation would be sufficient to pay the full amount of principal of and interest on the Transition Bonds.

2. THE TEXAS CONSTITUTION'S TAKINGS CLAUSE

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(7)As noted above, Texas has established procedures for obtaining compensation.

Article I, Section 17 of the Texas Constitution provides that "[n]o person's property shall be taken, damaged or destroyed for or applied to public use without adequate compensation being made, unless by the consent of such person." The Texas Supreme Court does not appear to have decided whether the protections of the Takings Clauses of the Federal and Texas Constitutions are coextensive. In a number of recent cases, however, that court has assumed that the clauses are equivalent. *Tower of Flower Mound*, 135 S.W.3d at 630-31; *Sheffield Dev. Co. v. City of Glenn Heights*, 140 S.W.3d 660, 669 (Tex. 2004); *City of Austin v. Travis County Landfill Co.*, 73 S.W.3d 234, 238-39 (Tex. 2002); *Mayhew v. Town of Sunnyvale*, 964 S.W.2d 922, 932 (Tex. 1998).

Under the Texas Takings Clause, all property is subject to the valid exercise of the police power and compensation is generally not required for incidental losses. *City of College Station v. Turtle Rock Corp.*, 680 S.W.2d 802, 804 (Tex. 1984). However, if a governing body, in the exercise of its police power, enacts a regulation that goes "too far" in the regulation of private property, then that governing body may be held to have taken property pursuant to its power of eminent domain, requiring that the government pay compensation to the owner. *Id.*

a. THE EXISTENCE OF PROPERTY RIGHTS

Several Texas courts of appeals have expressed doubt that the Texas Takings Clause covers the deprivation of rights and interests not attached to real property. *Bates v. Texas State Technical Coll.*, 983 S.W.2d 821, 826 n.8 (Tex. App.-Waco 1999, writ denied) ("In our search, we could find no cases that hold that 'property' applies to an individual's property interest in continued employment. Rather, our search indicated that 'property' as stated in the Texas constitution refers to real property."); *De Mino v. Sheridan*, 2004 WL 1794558 at *6 (Tex. App.-Houston (1 Dist.) 2004, no writ); *De Mino v. Univ. of Houston*, 2004 WL 2296131 at *4 (Tex. App.-Austin 2004, writ filed Mar. 30, 2005).

But the Texas Supreme Court has held that a franchise is "property" protected by the Texas Takings Clause. *Brazosport Sav. and Loan Ass'n v. American Sav. and Loan Ass'n* 342 S.W.2d 747, 750 (Tex. 1961) (explaining that "[i]n character and nature a franchise is essentially in all respects property, and is governed by the same rules as to its enjoyment and protection and is regarded by the law precisely as other property"). A "franchise" is "a special privilege conferred by government upon an individual or organization which does not belong to the citizenry at large and in which activity one otherwise could not engage without the franchise." *State of Texas v. Operating Contractors*, 985 S.W.2d 646, 653 (Tex. App.-Austin 1999, writ denied) (summarizing Texas case law regarding franchises and the Takings Clause). In view of those cases, we believe that the Texas Supreme Court would consider a contract (like a franchise) to be "property" protected by the Texas Takings Clause.

b. CONCLUSION: ENFORCEMENT OF THE "JUST COMPENSATION" PROVISION

Based on our analysis of relevant judicial authority, as set forth above, it is our opinion, subject to all of the qualifications, limitations and assumptions set forth in this letter,

that, under the Texas Takings Clause, a reviewing court would hold that the State is required to pay just compensation to Bondholders if the State were to enact legislation that repeals, amends, or modifies the provisions of the Electric Choice Plan providing for, authorizing, or supporting the collection of charges financing the Transition Bonds, or that otherwise substantially impairs the value of Transition Property, where that legislation constitutes a permanent appropriation of a substantial property interest of the Bondholders in the bondable Transition Property and deprives the Bondholders of their reasonable expectations arising from their investments in the Transition Bonds.

In the event of such a taking, the aggrieved party would seek damages through an inverse condemnation proceeding against the State. Tarrant Reg'l Water Dist. v. Gragg, 151 S.W.3d 546, 554 (Tex. 2004). The Texas Takings Clause is self-effectuating, as the Texas Supreme Court has recognized the existence of "a lawful cause of action under Section 17, Article I, of the Texas Constitution." Steele, 603 S.W.2d at 791. "The Constitution itself is the authorization for compensation for the destruction of property . . ." Id. For that same reason, the court has authoritatively held, Texas waives its sovereign immunity against inverse condemnation suits under the Texas Takings Clause. Id. Injunctive relief is not available in advance of the unlawful taking where the property owner can sue for damages under inverse condemnation. Town of Flower Mound, 135 S.W.3d at 646.

3. CONCLUSION: THE FEDERAL AND TEXAS CONSTITUTIONS' TAKINGS CLAUSES

Based on our analysis of relevant judicial authority, as set forth above, it is our opinion, subject to all of the qualifications, limitations and assumptions set forth in this letter, that if it concludes that the Transition Property is protected by the Federal and Texas Takings Clauses, a reviewing court of competent jurisdiction would find a compensable taking if the State were to enact a law that, without paying just compensation to the bondholders (i) permanently appropriates the Transition Property or denies all economically productive use of the Transition Property; or (ii) destroys the Transition Property, other than in response to emergency conditions; or (iii) substantially reduces, alters or impairs the value of the Transition Property, if the law unduly interferes with the bondholders' reasonable investment backed expectations.

There can be no assurance, however, that any award of compensation would be sufficient to pay the full amount of principal of and interest on the Transition Bonds.

GENERAL MATTERS

We note that judicial analysis of issues relating to the Federal Contract Clause, the Federal Takings Clause, the Texas Contract Clause, and the Texas Takings Clause, and the retroactive effect to be given to judicial decisions has typically proceeded on a case-by-case basis and that the courts' determinations, in most instances, are usually strongly influenced by the facts and circumstances of the particular case. We further note that there are no reported controlling

judicial precedents of which we are aware directly on point. Our analysis is necessarily a reasoned application of judicial decisions involving similar or analogous circumstances. Moreover, the application of equitable principles (including the availability of injunctive relief or the issuance of a stay pending appeal) is subject to the discretion of the court which is asked to apply them. We cannot predict the facts and circumstances which will be present in the future and may be relevant to the exercise of such discretion. The foregoing opinions are based upon our evaluation of existing judicial decisions and arguments related to the factual circumstances likely to exist at the time of a Federal Contract Clause, Federal Takings Clause, Texas Contract Clause, or Texas Takings Clause challenge to a law passed by the legislature; such precedents and such circumstances could change materially from those discussed above in this letter. Consequently, there can be no assurance that a court will follow our reasoning or reach the conclusions which we believe current judicial precedent supports. It is our and your understanding that none of the foregoing opinions is intended to be a guaranty as to what a particular court would actually hold; rather each such opinion is only an expression as to the decision a court should reach if the issue were properly prepared and presented to it and the court followed what we believe to be the applicable legal principles under existing judicial precedent. The recipients of this letter should take these considerations into account in analyzing the risks associated with the subject transaction.

This letter is limited to the federal laws of the United States of America and to the laws of the State of Texas.

This letter is being delivered solely for the benefit of the persons to whom it is addressed. We assume no obligation to update or supplement the opinions or statements expressed herein to reflect any facts or circumstances which may hereafter come to our attention with respect to such opinions or statements, including any changes in applicable law which may hereafter occur.

Very truly yours,

/s/ BAKER BOTTS L.L.P.

SCHEDULE I

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