

**EXCERPTS OF MINUTES OF A REGULAR MEETING OF THE  
COMMON COUNCIL OF THE CITY OF ROCKPORT, INDIANA  
HELD ON APRIL 24, 2007**

The Common Council of the City of Rockport, Indiana (the "Common Council"), held a regular meeting on April 24, 2007, at 7:00 p.m. (local time) at City Hall located at 426 Main Street, Rockport, Indiana, notice of the time and place thereof having been duly given in accordance with the Indiana Open Door Law. Members of the Common Council were either present or absent as indicated below, and constituted a quorum:

Present: 4

Absent: 1

The meeting having been called to order and a quorum being present, the Clerk-Treasurer stated that she had posted a copy of the agenda at the entrance to the location of the meeting prior to the meeting.

\* \* \*

(Other Business)

There was introduced and read to the Common Council an ordinance entitled "An Ordinance Authorizing the City of Rockport, Indiana, to Reoffer Its 'Pollution Control Revenue Refunding Bonds (Indiana Michigan Power Company Project), Series 2002 A' in an Aggregate Principal Amount of \$50,000,000 and Approving and Authorizing Other Actions in Respect Thereto" (the "Bond Ordinance"). The Presiding Officer then initiated discussion in consideration of the proposed reoffering of the bonds.

At the conclusion of discussion and a request by the presiding officer for a motion to consider the adoption of the Bond Ordinance at a single meeting of the Common Council, upon

motion by Owen Wells, seconded by Robbie Selley, carried by the following vote:

Ayes: 5

Nays:

Abstaining:

The presiding officer then requested a motion to consider the final adoption of the Bond Ordinance and, upon motion by Owen Wells, seconded by DuWayne King carried by the following vote:

Ayes: 5

Nays:

Abstaining:

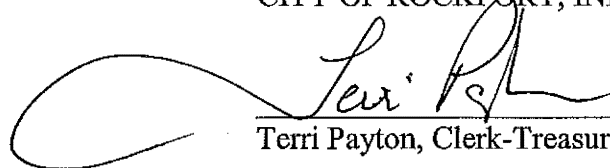
the Council adopted and filed with the minutes of this meeting the Bond Ordinance.

\* \* \*

(Other Business)

There being no further business presented, on motion duly made, seconded and carried, the meeting of the Common Council was thereupon adjourned.

CITY OF ROCKPORT, INDIANA

  
Terri Payton, Clerk-Treasurer

## SIXTH AMENDMENT TO AGREEMENT OF SALE

SIXTH AMENDMENT, dated as of the 1st day of June, 2007, by and between the CITY OF ROCKPORT, INDIANA, a municipal corporation and political subdivision of the State of Indiana ("Issuer"), and INDIANA MICHIGAN POWER COMPANY, a corporation organized and existing under the laws of the State of Indiana ("Company"), to the Agreement of Sale, dated as of December 1, 1984, as amended by the First Amendment to Agreement of Sale dated as of July 1, 1985, the Second Amendment to Agreement of Sale dated as of February 1, 1995, the Third Amendment to Agreement of Sale dated as of June 1, 1995, the Fourth Amendment to Agreement of Sale dated as of June 1, 2002, and the Fifth Amendment to Agreement of Sale dated as of May 1, 2006, all between the Issuer and the Company ("Existing Agreement");

### *WITNESSETH:*

WHEREAS, concurrently with the execution and delivery of this Sixth Amendment to Agreement of Sale, \$50,000,000 aggregate principal amount of its Pollution Control Revenue Refunding Bonds (Indiana Michigan Power Company Project), Series 2002 A Bonds", issued by the Issuer pursuant to an Indenture of Trust, dated as of December 1, 1984, between the Issuer and Wells Fargo Bank, N.A. (formerly Wells Fargo Bank Indiana, N.A.), successor to Norwest Bank Indiana, N.A. (formerly Lincoln National Bank and Trust Company of Fort Wayne), as trustee ("Trustee") as heretofore amended and supplemented by various supplemental indentures (the "Original Indenture"), and as further amended and supplemented by an Amended and Restated Seventh Supplemental Indenture of Trust dated as of June 1, 2007" (the "Seventh Supplemental Indenture") (the Original Indenture, as so supplemented, the "Indenture") are being remarketed and reoffered by the purchasers of the Series 2002 A Bonds; and

WHEREAS, the Issuer and the Company desire to amend the Existing Agreement in connection with the reoffering of the Series 2002 A Bonds, pursuant to Section 9.6 of the Existing Agreement and Sections 9.01 and 10.01 of the Original Seventh Supplemental Indenture (as defined in the Seventh Supplemental Indenture; and

WHEREAS, Section 9.6 of the Existing Agreement provides that the Existing Agreement may not be amended, changed, modified, altered or terminated except in accordance with the Indenture; and

WHEREAS, Section 10.01 of the Indenture provides that the Issuer and the Trustee shall, without the consent of or notice to the bondholders, consent to any amendment, change or modification of the Existing Agreement to provide for credit enhancement with respect to the Series 2002 A Bonds, such as the Municipal Bond Insurance Policy being issued by Financial Guaranty Insurance Company in connection with the reoffering of the Series 2002 A Bonds, and

WHEREAS, the Trustee has so consented to this Sixth Amendment to Agreement of Sale;

NOW, THEREFORE, the Issuer and the Company covenant and agree as follows:

Section 1. Defined terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Existing Agreement.

Section 2. The following definitions are hereby added to Section 1.1 of the Existing Agreement:

“Seventh Supplemental Indenture” shall mean the Amended and Restated Seventh Supplemental Indenture of Trust, between the Issuer and the Trustee, dated as of June 1, 2007.

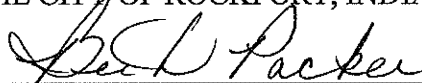
“Indenture” shall mean the Original Indenture as supplemented by the Seventh Supplemental Indenture.

Section 3. The Existing Agreement is amended to add a new paragraph (h) to Section 7.1:

"(h) An “Event of Default” has occurred and is continuing under the Insurance Agreement, dated as of June 1, 2007 between the Company and Financial Guaranty Insurance Company.

IN WITNESS WHEREOF, the Issuer and the Company have caused this Sixth Amendment to Agreement of Sale to be executed in their respective names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

THE CITY OF ROCKPORT, INDIANA



\_\_\_\_\_  
Mayor

Attest:

  
\_\_\_\_\_  
Clerk-Treasurer

INDIANA MICHIGAN POWER COMPANY

\_\_\_\_\_  
Assistant Treasurer

Attest:

\_\_\_\_\_  
Secretary