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DEBBIE WINKE, RECORDER
ALLAMAKEE IOWA

Kathy Flynn Thurlow
30635-03

2003 NOV 18 PM 4:10

KATHY FLYNN THURLOW
COUNTY RECORDER
DUBUQUE CO., IOWA FEES
$141.00

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03 NOV 13 AM 11:30

WINNESHIEK IOWA

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STATE OF IOWA, FAYETTE COUNTY:
Karen K. Ford, Recorder
By _____, Deputy

Prepared by: John H. Bunz
Ahlers & Cooney, P.C.,
100 Court Avenue, Suite 600,
Des Moines, IA 50309-2231
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FILED
RECORDERS OFFICE
CLAYTON COUNTY, IOWA

2004-233

2004 JAN 21 AM 11:14
FEE $146.00 PD.
SUE MEYER

AMENDED AND RESTATED COMMUNITY COLLEGE COMPUTING CONSORTIUM AGREEMENT

This Amended and Restated Community College Computing Consortium Agreement (the "Agreement") is made this 27th day of August, 2003, pursuant to Iowa Code Chapter 28E among the following community colleges, each of which is organized and existing under Iowa Code Chapter 260C:

Community College	Address
Eastern Iowa Community College District	306 West River Road Davenport, IA 52801
Hawkeye Community College	1501 E. Orange Road Waterloo, IA 50704
Iowa Lakes Community College	19 South 7th Estherville, IA 51334
Kirkwood Community College	6301 Kirkwood Blvd. SW Cedar Rapids, IA 52404
Northeast Iowa Community College	Box 400 Calmar, IA 52132

03 NOV 14 AM 9:06
CLAYTON COUNTY RECORDER

FILED 2004-0191
RECORDER'S OFFICE
CHICKASAW COUNTY, IOWA
fee #1460
2004 JAN 29 PM 2 17
CINDY MESSERSMITH
COUNTY RECORDER

Northwest Iowa Community College	603 West Park Street Sheldon, IA 51201
Southeastern Community College	1500 West Agency Road West Burlington, IA 52655

Each of the foregoing is referred to hereinafter simply as a "Community College" and collectively as the "Community Colleges", which terms shall also include any community college that joins the consortium by becoming a member of the Corporation formed in accordance with paragraph 3 of this Agreement.

RECITALS

A. **Whereas,** on or about March 2, 1995, the Community Colleges entered into that certain Community College Computing Consortium Agreement, as amended by that Agreement dated December, 1997 and by that First Amendment to the Community College Computing Consortium Agreement dated January 19, 1998 (the "Original Agreement") for the following purposes:

1. The Community Colleges identified a need for increased support for computing and related services and pursuant to the Original Agreement, the Community Colleges entered into a cooperative arrangement, whereby the Community Colleges received through the Corporation (defined below) certain computer hardware, systems software and other computing services in order to upgrade their then existing respective computer system in order to have the capability of providing the needed computing and related services to the respective constituency of the Community Colleges; and

2. In order to most efficiently carry out the cooperative arrangement, the Community Colleges, on or about April 14, 1995, formed a non-profit corporation, named ACCES, Inc., under Chapter 504A of the Iowa Code (the "Corporation"), which serves and will continue to serve, as the vehicle for providing the desired computing and related services; and

B. **Whereas,** now the Community Colleges desire to upgrade and enhance certain of their respective computer software, hardware and related computing systems (the "Systems"), and to that end, the Corporation has entered into various agreements with Datatel, Inc. ("Datatel") to provide each Community College with certain computer software, computer hardware, extended computing services and training for each Community College in order to enhance each Community College's Systems pursuant to

that General Terms and Conditions Agreement between the Corporation and Datatel, dated May 27, 2003 (the "Datatel Agreement"); and

C. **Whereas**, each Community College will be obligated to pay for its proportionate share of the Corporation's operating expenses as well as the necessary costs for the enhancement of each respective Community College's Systems incurred pursuant to the Datatel Agreement including, without limitation, costs for certain computer hardware, computer software, extended computing services fees and training; and

D. **Whereas**, in order to fulfill the purposes set forth herein, upon election of a Community College, the Corporation may incur certain indebtedness on behalf of such Community College pursuant to the terms and conditions set forth herein; and

E. **Whereas**, in order to accomplish the foregoing, Kirkwood Community College ("Kirkwood") will provide certain desired computing and related services pursuant to that certain Operating Agreement between Kirkwood and the Corporation, dated April 12, 1995, as amended by that certain Amended and Restated Operating Agreement dated August 27, 2003; and

F. **Whereas**, in light of the foregoing, the Community Colleges wish to amend and restate the Original Agreement in its entirety.

NOW, THEREFORE, the Community Colleges mutually agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated into this Agreement and made a part hereof.

2. Non-Profit Corporation.

a. Formation. Effective April 14, 1995, the Community Colleges formed under Chapter 504A of the Iowa Code, the Corporation, which has its principal place of business in Cedar Rapids, Linn County, Iowa. The Corporation has since filed its Amended and Restated Articles of Incorporation (the "Articles") which Articles are dated August 27, 2003. The Corporation will operate on a fiscal year of July 1 to June 30.

b. Organization. Each Community College has been and shall be a member of the Corporation, and each member shall have one vote at any meeting of the members. The Corporation is currently governed by a Board of Directors consisting of

one representative from each Community College. The Corporation may have an Executive Committee. The Board of Directors is currently eight in number.

c. Duration. The Corporation shall have perpetual existence and may dissolve only as permitted by law, and if dissolved, any assets remaining after satisfaction of all liabilities and obligations shall be distributed to the then participating Community Colleges in accordance with a plan of distribution approved by the Board of Directors, subject however, to the terms of the Articles and paragraph 4 herein.

d. Membership. At any time hereafter, any community college organized and operated under the laws of the State of Iowa may become a member of the Corporation by making application for membership to the Board of Directors of the Corporation, subject to such application being approved by the Board of Directors.

3. Purposes. The purposes of this consortium and of the Corporation to be formed are public in nature, and to that end are as follows:

a. The consortium and the Corporation shall be organized for any lawful purpose or purposes to the extent they are public in nature and are not for pecuniary profit, including without limitation, those purposes described in subsections b, c and d of this paragraph 3.

b. A purpose for which this corporation is formed is to provide for increased support for the computing functions and requirements of the members of the Corporation so as to satisfy the needs of the members' respective constituency through increased functions and integration, improved training, simplified system operation with improved and increased access to information, and to provide a simplified system for the acquisition, development and maintenance of software and hardware in order to carry out certain computer services for the members. It shall be the further purpose of the corporation to provide such services to its members in each major computer application area established in connection with the administration of the business and educational services of the members.

As a means of accomplishing the foregoing purpose described in this subsection (b), the Corporation shall enter into one or more service contracts with contractors whereby such contractors shall provide (i) use of existing, and in addition, through internal design or development and/or through acquisition, purchase, or license, all necessary computer software, computer hardware and computer systems, to meet the administrative computing and processing needs of the Members; (ii) the necessary implementation, support, instruction and training of the Members to facilitate the use of

such hardware and software in the administrative computing processes; and (iii) the necessary services in connection with the operation and maintenance of the computer hardware and computer software to be used by the Members.

c. As a means of accomplishing the foregoing purposes described in subsections (a) and (b) of this paragraph 3, it shall be a further purpose of the Corporation, to either incur indebtedness on its own behalf, or incur indebtedness on behalf of one of more of its members in one or multiple series of debt offerings (provided they are political subdivisions of the State of Iowa at the time such indebtedness in incurred) consistent with the provisions of this Agreement

d. Finally, the Corporation shall have all of the general powers set forth in Chapter 504A of the Code of Iowa as it may hereafter be amended, whereby such general powers shall be exercised exclusively for the attainment of the purposes of the Corporation as set forth in this paragraph 3.

4. Indebtedness. The parties hereto acknowledge that to the extent the Corporation issues Indebtedness on its behalf or on behalf of one or more of its members it may do so provided the conditions set forth in the Article IV of the Corporation's Articles are satisfied, which are hereby incorporated by reference, and provided that the terms and conditions of paragraph 7(b)(4) herein are complied with. All of the parties hereto shall exercise all efforts to the extent legally possible to ensure compliance with the such conditions.

5. User Groups. At any time during the existence of the Corporation, certain user groups will be established by the Community Colleges to create and develop the Systems. There shall be one such group for each major computer application area and one such group for information technology. Additional user groups can be established by the Board of Directors of the Corporation. Each member Community College will appoint one person to each user group, and each group will then select a chairperson. The user groups will establish priorities within the assigned area of its group, which priorities will be communicated to the Board of Directors of the Corporation. The Board of Directors will then establish the overall priorities for the any contractor engaged by the Corporation. The Community Colleges will also designate persons to serve as operations liaison between any contractor and the Community Colleges during operation of the Systems.

6. Contractors. It is agreed that Kirkwood, pursuant to the Operating Agreement, will serve as a contractor to provide to the Corporation and/or to some or all of its members the following: (a) certain computing and processing; (b) to provide space

for some of the Community Colleges' computer hardware; and (c) to provide certain personnel for certain of the operation, training and continued development of some of the Community College's Systems. It is further agreed that the Corporation enter into all necessary contractual arrangements with Datatel in order to assist each Community College with respect to the enhancement of their respective Systems through the license and/or purchase of certain computer software, hardware, extended services and training for each of the Community Colleges.

7. Obligations of Community Colleges.

a. Membership in Corporation. Each Community College agrees to remain a member of the Corporation at least until July 1, 2010 at which time a member may elect to withdraw from the Corporation following the procedures contained in the Articles and Bylaws of the Corporation; provided, however, a Community College may not withdraw to the extent the Datatel Agreement remains in effect and the Corporation remains obligated to Datatel. Following withdrawal from the Corporation, a Community College may continue to use the then existing version of the Systems, subject to the payment of any applicable license fees, training fees or any other sums then due and owing.

b. Financial.

(1) Operational Expenses. During the time each Community College is a member of the Corporation, it agrees to provide the necessary financial contributions to the Corporation to enable the Corporation to carry out its purposes including without limitation, the developmental and operational expenses of the Corporation and its obligations under the Operating Agreement between the Corporation and Kirkwood under the Operating Agreement. To that end, each Community College shall be obligated for its proportionate share of such amounts which shall be established by the Board of Directors from time to time, but which shall initially be that share set forth on **Exhibit A** hereto. The amounts of such contributions shall be calculated and done in accordance with the creation of the annual budget which shall be adopted by the Board of Directors of the Corporation.

(2) Prepayment. Based upon the annual budgets, each Community College agrees to prepay its agreed share of the annual budget on a fiscal quarterly basis for the sums described in (1) above, which prepayment shall be made regardless of when the Community College in fact connects to its enhanced Systems pursuant to the services provided by either Kirkwood or Datatel.

(3) Datatel Obligations. Each Community College agrees it shall be obligated for its proportionate share of the Datatel Agreement, which share is set forth on **Exhibit B**. Due to the long term nature of the Datatel Agreement, each Community College shall pay its pro rata share of the sums due under the Datatel Agreement under the direction, and in accordance with any instructions of the Corporation, but in any event, such payments shall be made to the Corporation no later than 5 business days after the Corporation notifies the Community College that payment under the Datatel Agreement is due. The Corporation shall then remit such payments to Datatel in accordance with the Datatel Agreement. Each Community College may either elect to pay the Corporation such sum or sums due under the Datatel Contract, or may elect to have the Corporation incur certain indebtedness on its behalf in order to permit the making of such obligations, provided such indebtedness is in accordance with the terms of this Agreement and the Articles. The obligation for each Community College's prorata share under the Datatel Agreement shall not be subject to annual appropriations by the State of Iowa, but shall remain until the payment in full of their respective obligations. The obligations for each Community College set forth in this subparagraph (b)(1)-(3) shall not be joint and several amongst the Community Colleges, but rather several.

(4) Indebtedness. To the extent a Community College instructs the Corporation to incur indebtedness on its behalf in order to accomplish the purposes set forth in this Agreement or incur indebtedness directly on its own behalf to accomplish the purposes set forth in this Agreement, such Community College shall notify the Corporation in writing of same. To the extent necessary to accomplish such financing transaction(s) the Corporation and the applicable Community College shall coordinate together with the applicable lender(s) in order to ensure that timely payment is made to the applicable lender(s).

In the event the Corporation shall incur indebtedness on behalf of a Community College(s), the Corporation shall be responsible to the applicable lender(s) for the principal amount of such indebtedness as well as all accrued interest thereon to the extent allowed by law. Each such Community College electing to incur such indebtedness shall, in turn, be responsible to the Corporation in amounts equal to such principal and accrued interest and, at such lender's request, the Corporation shall agree to pledge to the applicable lender(s) all sums (and the right to receive such sums) received by the Corporation from (or due and owing from) the applicable Community College who has elected to incur such indebtedness. Such pledge shall not exceed such principal amount and accrued interest and any other sums due the applicable lender with respect to the amount loaned to the Corporation. The Corporation shall not commingle any funds received from the Community Colleges with respect to the receipt of the foregoing pledged payments.

It is further agreed and understood that no Community College will be directly responsible for the indebtedness incurred by the Corporation on behalf of another Community College's behalf or for the indebtedness incurred directly by another Community College, unless otherwise agreed to in writing. Further, any such Community College which elects to have the Corporation incur debt on its behalf or elects to incur indebtedness directly, shall indemnify, defend and hold harmless any other Community College for any amounts (including reasonable attorney's fees) incurred by such other Community College arising out of such indebtedness.

(5) Revenue from Other Parties. In the event that the Corporation receives revenue from third parties, such revenue will be applied to reduce current year expenses of the Corporation.

c. Systems Obligations. Each Community College will comply with the following:

(1) provide appropriate communications lines and the necessary communications hardware and software as instructed from time to time by the Corporation;

(2) provide the necessary operations and liaison personnel to enable it to utilize and satisfy the needs for computing services as intended by this consortium;

(3) implement the various components of each Community Colleges' Systems within the time frame as instructed from time to time by the Corporation; and

(4) otherwise comply with all directions from time to time of the Corporation with respect to the installation, implementation, operation and maintenance of each of the Community Colleges' Systems.

Any failure of a Community College to comply with (1)-(4) may result in harm to the other Community Colleges, and, subject to approval of the Board of Directors, the Corporation shall on behalf of the other Community Colleges, assess the defaulting Community College a pecuniary sum commensurate with the harm caused.

d. Reserved.

e. Release/Indemnity. To the extent permitted by law, each Community College (on its own behalf) agrees that the Corporation shall not be

responsible for and each Community College (on its own behalf) hereby releases, indemnifies and holds the Corporation harmless for (1) the failure of such Community College to comply with the provisions of this Agreement; (2) any act or omission of such Community College which results in harm or damage to the Corporation; (3) any damage or harm incurred by the Corporation arising out of the request for proposal process with respect to the selection of Datatel, Inc. as a contractor or service provider to the Members through the Corporation; and (4) any matter, dispute or controversy arising between Datatel, Inc. and such Community College to the extent the Corporation was not involved in the procurement of any products or services from Datatel, Inc. or any other contractor or service provider.

f. Existing Support. Each Community College hereby covenants and agrees to continue to support (financial and otherwise) the existing hardware, software and computing systems currently in use by the consortium (the "Existing System") until written notification is received from ACCES that the Existing System is no longer beneficial to the needs of Community Colleges.

8. Duration. This Agreement will remain in effect until dissolution and liquidation of the Corporation, but in the event of conflict between the terms of this Agreement and any agreement entered into the Corporation in furtherance of carrying out of the purposes of this Agreement, the latter shall control.

9. Conditions.

a. Approval. This Agreement is conditional upon (i) each Community College obtaining approval thereof by its governing Board of Trustees, (ii) issuance by the Secretary of the State of Iowa of the Restated Certificate of Incorporation, (iii) approval of any statutory officer whose approval is necessary under the laws of the State of Iowa, (iv) any resolutions or approvals contemplated by this Agreement, and (v) the completion of the matters described in paragraph 12 herein.

b. Binding Effect. Once this Agreement becomes effective, its provisions shall be binding upon and inure to the benefit of the Community Colleges, their respective successors, and permitted assigns, and the provisions of the Original Agreement shall be amended and restated in their entirety by the provisions of this Agreement. This Agreement shall also be binding upon any community college admitted to membership in the Corporation subsequent to its formation, which later admitted community college shall sign a document acknowledging and agreeing to the terms of this Agreement and its binding effect on the newly admitted community college member.

10. Contractual Relationships. Carl Sandburg College, an Illinois community college ("Carl Sandburg") and Lake Land College, an Illinois community college ("Lake Land"), have entered into contractual arrangements with respect to certain rights, obligations and duties of Carl Sandburg, Lake Land and the Corporation pursuant to that certain Computing Participation Agreement dated of even date herewith.

11. Additional Instruments/Amendments. The Community Colleges shall execute and deliver all instruments necessary to carry out the terms and conditions of this Agreement including all instruments necessary to the formation of the Corporation. This Agreement may be amended only upon written agreement of all of the Community Colleges party to this Agreement.

12. Filing/Recording. This Agreement shall be filed with the Secretary of the State of Iowa and recorded in the recorder's offices of the following counties:

Allamakee	Des Moines	Johnson	Pocahontas
Benton	Dickinson	Jones	Poweshiek
Black Hawk	Dubuque	Keokuk	Scott
Bremer	Emmet	Kossuth	Sioux
Buchanan	Fayette	Lee	Tama
Buena Vista	Floyd	Linn	Van Buren
Butler	Grundy	Louisa	Washington
Cedar	Hancock	Lyon	Winnebago
Cherokee	Henry	Mitchell	Winneshiek
Chickasaw	Howard	Muscatine	
Clay	Humboldt	O'Brien	
Clayton	Iowa	Osceola	
Clinton	Jackson	Palo Alto	
Delaware	Jefferson	Plymouth	

13. Lake Land College. The parties hereto agree that Lake Land will no longer be a party to this Agreement.

14. Governing Law. This Agreement shall govern by, construed and enforced in accordance with the laws of the State of Iowa including, but not limited to, Chapters 28E and 260C.

EXHIBIT A

The amount of each Community College's obligation for the Corporations's operating expenses shall be established by the Corporation's Board of Directors and shall be binding on all of the Community Colleges, with each Community College's obligation to be computed in accordance with the creation of the Corporation's annual budget, which annual budget shall be established by the Board of Directors of the Corporation; the pro rata share for each Community College being that percentage determined as the percentage of each Community College's unrestricted general fund expenditures for the preceding fiscal year compared to the aggregate of all of the Community Colleges' unrestricted general fund expenditures for the preceding fiscal year.

EXHIBIT B

The amount of each Community College's obligation for the software, hardware, training and other computing services provided by Datatel and related vendors shall be established by the Corporation's Board of Directors and shall be binding on all of the Community Colleges, with each Community College's obligation being a combination of (a) the percentage of the total sum due Datatel as set forth in the Datatel Contract equal to the percentage as calculated pursuant to EXHIBIT A (exclusive of such amounts allocated exclusively to the other Community Colleges), plus (b) those amounts due Datatel and related vendors which are allocated exclusive to such Community College as set forth in the Datatel Contract.

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: _____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: _____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: _____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: Becki Lynch

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By:_____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: Ray Lieb

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: Linus Fortmeyer

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: _____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

NORTHWEST IOWA COMMUNITY COLLEGE

By: Craig A. Stutes

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: _____

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By: _____

EASTERN IOWA COMMUNITY COLLEGE DISTRICT

By: _____

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

HAWKEYE COMMUNITY COLLEGE

By: _____

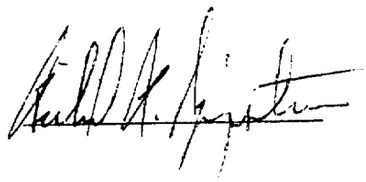
NORTHWEST IOWA COMMUNITY COLLEGE

By: _____

IOWA LAKES COMMUNITY COLLEGE

By: _____

SOUTHEASTERN COMMUNITY COLLEGE

By: 

KIRKWOOD COMMUNITY COLLEGE

By: _____

Agreed to solely for the purposes set forth in Paragraph 13 herein:

LAKE LAND COLLEGE

By:_____

STATE OF IOWA)
) SS:
COUNTY OF Scott)

On this 15th day of September, 2003, before me, the undersigned, notary public in and for said state, personally appeared Kirby L. Kleffmann, to me personally known, who being by me duly sworn, did say that said person is the Board President of Eastern Iowa Community College District, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Kirby L. Kleffmann as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Lynn M. Bohlmann
Notary Public in and for the State of Iowa

LYNN M. BOHLMANN
Commission Number #221967
My Commission Expires
4-14-05

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, notary public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that said person is the _____ of Hawkeye Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, notary public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that said person is the _____ of Eastern Iowa Community College District, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF Linn)

On this 27 day of August, 2003, before me, the undersigned, notary public in and for said state, personally appeared Gregory R. Schmitz, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Hawkeye Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Gregory R. Schmitz as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

PENNY HEISDORFFER
Notarial Seal – State of Iowa
Commission Number 713621
My Commission Expires NOV 15, 2004

_____
Notary Public in and for the State of Iowa
Penny Heisdorffer

STATE OF IOWA)
) SS:
COUNTY OF Emmet)

On this 24th day of September, 2003, before me, the undersigned, notary public in and for said state, personally appeared Michael Hupfer, to me personally known, who being by me duly sworn, did say that said person is the President of Iowa Lakes Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Linda K. Kautz
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
LINDA K. KAUTZ
Commission Number 177386
MY COMM. EXP. 12/03

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, notary public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that said person is the _____ of Kirkwood Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, notary public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that said person is the _____ of Iowa Lakes Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF Linn)

On this 27 day of August, 2003, before me, the undersigned, notary public in and for said state, personally appeared Becki Lynch, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Kirkwood Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Becki Lynch as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

PENNY HEISDORFFER
Notarial Seal - State of Iowa
Commission Number 713621
My Commission Expires NOV 15, 2004

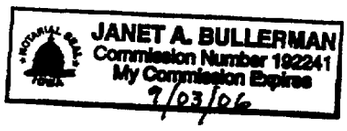
_____
Notary Public in and for the State of Iowa
Penny Heisdorffer

STATE OF IOWA)
) SS:
COUNTY OF WINNESHIEK)

On this 11th day of September, 2003, before me, the undersigned, notary public in and for said state, personally appeared Linus Rothmeyer, to me personally known, who being by me duly sworn, did say that said person is the President of the Board of Trustees of Northeast Iowa Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Trustees; and that Linus Rothmeyer as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Janet Bullerman

Janet Bullerman
Notary Public in and for the State of Iowa



STATE OF IOWA)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2003, before me, the undersigned, notary public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that said person is the _____ of Northeast Iowa Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that _____ as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

_____
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF Sioux)

On this 20th day of October, 2003, before me, the undersigned, notary public in and for said state, personally appeared Craig Struve, to me personally known, who being by me duly sworn, did say that said person is the President of the Board of Trustees of Northwest Iowa Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Craig Struve as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Rachel L. Duesenberg
Notary Public in and for the State of Iowa

Rachel L. Duesenberg
Commission Number 723663
MY COMMISSION EXPIRES
JULY 29, 20 06

STATE OF IOWA)
) SS:
COUNTY OF Linn)

On this 27 day of August, 2003, before me, the undersigned, notary public in and for said state, personally appeared Richard Springsteen, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Southeastern Community College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Richard Springsteen as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Penny Heisdorffer
Notary Public in and for the State of Iowa

PENNY HEISDORFFER
Notarial Seal – State of Iowa
Commission Number 713621
My Commission Expires NOV 15, 2004

STATE OF IOWA)
) SS:
COUNTY OF Linn)

On this 27 day of August, 2003, before me, the undersigned, notary public in and for said state, personally appeared Ray Rieck, to me personally known, who being by me duly sworn, did say that said person is the V.P. for Business Svcs. of Lake Land College, the corporation executing the within and foregoing instrument, that (no seal has been procured by the) ~~(the seal affixed thereto is the seal of the)~~ corporation; that the instrument was signed ~~(and sealed)~~ on behalf of the corporation by authority of its Board of Directors; and that Ray Rieck as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by such person voluntarily executed.

Penny Heisdorffer
Notary Public in and for the State of Iowa

PENNY HEISDORFFER
Notarial Seal – State of Iowa
Commission Number 713621
My Commission Expires NOV 15, 2004

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STATE OF IOWA, [redacted] County, ss.
I, Kathy Flynn Thuslow, [redacted] of said County
hereby certify that the [redacted] is a true and
correct copy of the [redacted] Amendment as shown
by the records, recorded
as Inst. No. 30635-03
In said County.
Dated this 8 day of Sep 2004
Kathy Flynn Thuslow
Dubuque County Recorder
by Toni J. Burkholder
Deputy

DUBUQUE COUNTY RECORDER

DELAWARE COUNTY IOWA
FILED
2004 FEB -6 AM 8:10
BOOK 2004 PAGE 33a
RECORDED
DELAWARE CO.
146.00

Enc
Administration Services
Northeast Iowa Comm. College
P.O. Box 400
Calmar IA
52132-0400