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CHERRI CAFFREY, RECORDER
HOWARD COUNTY IOWA

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KAREN FORD, RECORDER
FAYETTE COUNTY, IOWA

Prepared by: John H. Bunz
Ahlers & Cooney, P.C.,
100 Court Avenue, Suite 600,
Des Moines, IA 50309-2231
Telephone: (515) 243-7611

FIRST AMENDMENT TO AMENDED AND RESTATED COMMUNITY COLLEGE COMPUTING CONSORTIUM AGREEMENT

This First Amendment to Amended and Restated Community College Computing Consortium Agreement (the "Amendment") was made the 13th day of October, 2004, pursuant to Iowa Code Chapter 28E among the following community colleges:

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
Northwest Iowa Community College	603 West Park Street Sheldon, IA 51201

Southeastern Community College	1500 West Agency Road West Burlington, IA 52655
Carl Sandburg College	2400 Tom L. Wilson Blvd. Galesburg, IL 61401
Lake Land College	5001 Lake Land Blvd. Mattoon, IL 61938-9366

Each of the foregoing is referred to hereinafter simply as a "Community College" (collectively as the "Community Colleges") and all of the foregoing community colleges other than Carl Sandburg College and Lake Land College to be referred to hereinafter as the "Iowa Community Colleges."

RECITALS

A. **Whereas**, on or about March 2, 1995, the Iowa 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 Iowa Community Colleges identified a need for increased support for computing and related services and pursuant to the Original Agreement, the Iowa Community Colleges entered into a cooperative arrangement, whereby the Iowa 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 Iowa Community Colleges; and

2. In order to most efficiently carry out the cooperative arrangement, the Iowa 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**, the Iowa Community Colleges desired to upgrade and enhance certain of their respective computer software, hardware and related computing systems (the "Systems"), and to that end, the Corporation 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**, pursuant to Chapter 28E of the Iowa Code, the Iowa Community Colleges entered into that Amended and Restated Community College Computing Consortium Agreement dated August 27, 2003 (the "Restated Agreement") whereby the Original Agreement was amended and restated; and

D. **Whereas**, in light of the foregoing, the Iowa Community Colleges now wish to amend the Restated Agreement in order to join Lake Land College and Carl Sandburg College as parties to the Restated Agreement.

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

1. Recitals.

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

2. Amendment.

a. Subject to the conditions set forth in this Amendment, the parties hereto all agree and consent to the addition and joining of Lake Land College and Carl Sandburg College, each an Illinois community college to the Restated Agreement.

b. It is further agreed that Lake Land College and Carl Sandburg College shall each constitute a "Community College" as defined in the Restated Agreement and shall possess all of the rights, privileges, duties and obligations set forth in the Restated Agreement.

c. Both Lake Land College and Carl Sandburg College hereby agree to be bound by the terms and conditions of the Restated Agreement and to perform the obligations therein.

3. Conditions.

a. Approval. This Amendment is conditional upon (i) each Community College obtaining approval thereof by its governing Board of Trustees or Board of Directors, as applicable, (ii) approval by the Corporation's Board of Directors, (iii) approval of any statutory officer whose approval is necessary under the laws of the State of Iowa and the State of Illinois, (iv) any resolutions or approvals contemplated by this Amendment, and (v) the completion of the matters described in paragraphs 4 and 6 herein.

b. Binding Effect. Once this Amendment becomes effective, its provisions shall be binding upon and inure to the benefit of the Community Colleges, their respective successors, and permitted assigns.

4. Contractual Relationships Terminated. Carl Sandburg College and Lake Land College have each entered into contractual arrangements with the Corporation with respect to certain rights, obligations and duties pursuant to that certain Computing Participation Agreement dated August 27, 2003 (the "Computing Participation Agreement"). The parties hereto by execution of this Amendment hereby agree and consent to the termination of the Computing Participation Agreement to be effective simultaneously with the effectiveness of this Amendment.

5. Additional Instruments. The Community Colleges shall execute and deliver all instruments necessary to carry out the terms and conditions of this Amendment.

6. Filing/Recording. This Amendment 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	

7. Governing Law. This Amendment 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.

Community College Computing Consortium Agreement filed February 3, 2004, in Book 22, page 302 - 328 in the records of the Howard County Recorder.

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: _____

CARL SANDBURG COLLEGE

By: _____

LAKE LAND COLLEGE

By: _____

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared David A. Claeys, to me personally known, who being by me duly sworn, did say that said person is the President of Scott - 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 David A. Claeys 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.

NOTARIAL SEAL IOWA
JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

Julia A. Hime
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared Gregory Schmitz, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Administration & Finance 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 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.

Julia A. Hime
Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared Robert L'Heureux, to me personally known, who being by me duly sworn, did say that said person is the Chief Financial Officer 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 Robert L'Heureux 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.

JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

Julia A. Hime
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, 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 Ed/ucational Services 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.

Julia A. Hime
Notary Public in and for the State of Iowa

JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared Robert P. Maxson, to me personally known, who being by me duly sworn, did say that said person is the Vice President Admin/istrative Services 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 Robert P. Maxson 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.

JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

Julia A. Hime
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared Alethea Stubbe, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Ad/ministration 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 Alethea Stubbe 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.

Julia A. Hime
Notary Public in and for the State of Iowa

JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, 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 for Administrative Services 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.

NOTARIAL SEAL IOWA
JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

Julia A. Hime
Notary Public in and for the State of Iowa

STATE OF ILLINOIS)
) SS:
COUNTY OF Coles)

On this 1st day of December, 2004, 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 Vice President, Business Services, 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.

Lana J. Fuller
Notary Public in and for the State of Illinois

"OFFICIAL SEAL"
LANA J. FULLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY C[illegible] EXPIRES 5/07/07

STATE OF ~~ILLINOIS~~ Iowa)
) SS:
COUNTY OF LINN)

On this 8th day of December, 2004, before me, the undersigned, notary public in and for said state, personally appeared Samuel Sudhakar, to me personally known, who being by me duly sworn, did say that said person is the Vice President of Technology Services of Carl Sandburg 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 Samuel Sudhakar 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.

JULIA A. HIME
Commission Number 186467
My Commission Expires
9-11-05

Julia A. Hime
Notary Public in and for the State of ~~Illinois~~ Iowa

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P.O. Box 400
Calmar IA
52132

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DEBORAH L PEYTON
DELAWARE CO. RECORDER
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