

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN THE CITY OF LINCOLN, NEBRASKA,
THE COUNTY OF LANCASTER, NEBRASKA, AND
AMERITAS INVESTMENT, CORP.**

THIS Amendment is entered into this _____ day of _____, 2001, to the original Agreement as approved on October 29, 1999, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as the "City" and Ameritas Investment, Corp., a Nebraska corporation, hereinafter referred to as "Contractor."

WHEREAS, the Parties to the original Agreement desire to amend the original Agreement to permit the City Finance Director to authorize the Contractor to act as placement agent or underwriter for particular financings such as advance refundings in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual obligations of the parties hereto, the parties do agree as follows:

1. To amend Paragraph XIV of the original Agreement as follows:

**XIV.
INTEREST OF CONTRACTOR**

Contractor covenants that it presently has no interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by him under this Agreement.

It is further understood that neither the Contractor nor any of its affiliates or subsidiaries shall be eligible to act as an initial placement agent or underwriter in connection with any bond issue or other financing of the City while this Agreement is in effect. Notwithstanding the above, the Contractor shall be eligible to: (1) purchase said bonds, notes or leases in the secondary market; and (2) with the written consent of the City Finance Director when it is in the best interests of the City to act as an initial placement agent or underwriter for a particular Financing. If, however, the initial distribution of said bonds is made through negotiations, the Contractor shall refrain from any purchase for a period of ninety (90) days, unless contractor is acting as initial placement agent or underwriter as approved above.

2. That all remaining provisions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment to the Original Agreement as of the date first written above.

ATTEST:

**CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation**

City Clerk

Mayor

WITNESS:

AMERITAS INVESTMENT, CORP.

President