

**SUBSCRIPTION PLAN AMENDMENT
FOR STATE/LOCAL GOVERNMENT**

LexisNexis, a division of Reed Elsevier Inc. ("LN"), and City Of Lincoln/Lancaster Co ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until 6/30/2008 (the "Term").

2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below. Only employees of Subscriber using identification numbers issued under the Participating Billgroups will be entitled to access the Materials and related Research Tools listed in Section 5.1 (the "Preferred Pricing Materials") pursuant to this Amendment. Each identification number will be used solely by the individual for whom it was issued and may not be used by anyone else.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
116TR4	Lincoln, NE

Please certify for the user

3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are 85 users (judges, government professionals and total number of attorneys) in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the number of users, in which case LN may, in its sole discretion, increase or decrease the Monthly Commitment (defined in Section 5.1 below) upon at least 30 days prior written notice to Subscriber. If the Monthly Commitment is increased as a result of a change in the number of users in Subscriber's organization, Subscriber may, within 90 days following notice of such increase, terminate this Amendment upon at least 10 days prior written notice to LN; otherwise this Amendment will remain in effect. Upon the request of LN, Subscriber will recertify to the current total number of users.

4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*SM service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARD'S
(a) Pure Lexis	SB01X0	Full
(b) Nebraska State	SB00NE	State
(c)		
(d)		
(e)		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)	MONTHLY COMMITMENT
Beginning <u>7/1/2005</u> to <u>6/30/2006</u>	\$ <u>2550</u>
Beginning <u>7/1/2006</u> to <u>6/30/2007</u>	\$ <u>2627</u>
Beginning <u>7/1/2007</u> to <u>6/30/2008</u>	\$ <u>2706</u>
Beginning _____ to _____	\$ _____
Beginning _____ to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; (c) MarkMonitor; (d) Multex and (e) Risk Solutions.

6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.


(Initials)

Subscriber elects access to the Alternate Pricing Materials

7. CLOSED OFFER

The offer of LN contained herein is valid until June 15, 2005. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber after the third Commitment Period on the last day of any calendar month upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

AGREED TO AND ACCEPTED BY:

CITY OF LINCOLN/LANCASTER COUNTY
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: Sarah Ward

NAME: Coleen J. Seng

NAME: Sarah Ward

TITLE: Mayor, City of Lincoln

TITLE: Sr. Pricing Analyst

DATE: _____

DATE: 25 May 05

Approved by Resolution of the City Council No. A- _____ on _____, 2005.

FOR LANCASTER COUNTY

By: Lancaster County Board of Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, NE 68508
Phone: (402) 441-7447
Fax: (402) 441-6301

Larry Hudkins, Chair

Deb Schorr, Vice Chair

Bernie Heier

Ray Stevens

Bob Workman

Date: _____

Approved by Resolution of the County Board No. _____ on _____, 2005.



LexisNexis, a division of Reed Elsevier Inc. ("LN") and CITY OF LINCOLN/LANCASTER COUNTY ("Subscriber") agree to amend the Subscription Agreement (the "Agreement") between LN and Subscriber by adding to the Agreement the following terms and conditions (the "Amendment").

APPROPRIATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under the Agreement for any future fiscal period, Subscriber, at its option, may terminate the Agreement upon ten (10) days prior written notice to LN, without future obligations or liability, or penalties to LN, except for amounts due up to the time of termination. In addition, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control.

AGREED TO AND ACCEPTED BY:

CITY OF LINCOLN/LANCASTER COUNTY
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: _____

BY: Sarah Ward

NAME: Coleen J. Seng

NAME: Sarah Ward

TITLE: Mayor, City of Lincoln

TITLE: Sr. Pricing Analyst

DATE: _____

DATE: 25 May 05

Approved by Resolution of the City Council No. A-_____ on _____, 2005.

FOR LANCASTER COUNTY

By: Lancaster County Board of Commissioners
County-City Building
555 South 10th Street, Room 110
Lincoln, NE 68508
Phone: (402) 441-7447
Fax: (402) 441-6301

Larry Hudkins, Chair

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Bernie Heier

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Date: _____

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