

NEST ^{on} the Farm Scholarship

Plant the seeds for
Nebraska's future.

An essay contest to earn \$5,000 toward
a NEST 529 College Savings Plan



Nebraska residents between 7 and 13 years old, who live on a Nebraska farm or who have a parent or guardian who works on a Nebraska farm, can submit a typed essay, no more than 750 words, describing what farming means in their life and how being in a farming family will influence their higher education.

Entries are due by **August 5, 2011**. **Three winners** will be selected on **August 22, 2011**: one who is between 7 and 9 years old, one between 10 and 11 and one between 12 and 13.

See back for complete rules and eligibility requirements.

The NEST Direct Plan is sponsored by the State of Nebraska and administered by the Nebraska State Treasurer. The NEST Direct Plan offers a series of investment portfolios within the Nebraska Educational Savings Plan Trust, which offers other investment portfolios not affiliated with the NEST Direct Plan. The NEST Direct Plan is intended to operate as qualified tuition programs to be used only to save for qualified higher education expenses, pursuant to Section 529 of the U.S. Internal Revenue Code.

An investor should consider the Plan's investment objectives, risks, charges and expenses before investing. The Program Disclosure Statements, at www.NEST529Direct.com, which contains more information, should be read carefully before investing.

Investors should consider before investing whether their or their beneficiary's home state offers any state tax or other benefits that are only available for investments in such state's qualified tuition program and should consult their tax advisor, attorney and/or other advisor regarding their specific legal, investment or tax situation.

This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under U.S. federal tax laws. This material is not an offer to sell or a solicitation of an offer to buy any securities. Any offer to sell units within the Plan may only be made by the Program Disclosure Statement and Participation Agreement relating to the Plan.

Participation in the Plan does not guarantee that contributions and the investment return on contributions, if any, will be adequate to cover tuition and other higher education expenses, or that a beneficiary will be admitted to or permitted to continue to attend an eligible educational institution.

Investments in the NEST Direct Plan is not guaranteed or insured by the FDIC or any other government agency; are not deposits or other obligations of any depository institution. Investments are not guaranteed or insured by the State of Nebraska, the Nebraska State Treasurer, the Nebraska Investment Council or First National Bank of Omaha or its authorized agents or their affiliates, and are subject to investment risks, including the loss of principal amount invested.

Nebraska Educational Savings Plan Trust Issuer
Nebraska State Treasurer Trustee
Nebraska Investment Council Investment Oversight
First National Bank of Omaha Program Manager
First National Capital Markets Principal Distributor, Member FINRA, Member SIPC
First National Capital Markets and First National Bank of Omaha are affiliates



Trustee

 First National Bank Omaha

Program Manager

Investments Are Not FDIC Insured | No Bank, State or Federal Guarantee | May Lose Value
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NEST on the Farm

Official Rules

NEST on the Farm Scholarship ("Scholarship")

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING.

1. Eligibility: Participation is open only to individual, legal Nebraska residents between 7 and 13 years of age as of the date of entry and who live on a Nebraska farm or who have a parent or guardian who works on a Nebraska farm. Void where prohibited or restricted by law. Employees of First National Bank of Omaha ("Sponsor"), the Nebraska State Treasurer, the Nebraska Educational Savings Plan Trust, the Nebraska Investment Council, Upromise Investments, Inc., and any other FINRA member, and each of their respective parents, related, subsidiary and affiliated companies, officers, directors, agents, and representatives (collectively "Releasees"), and each of their immediate family members (spouse, parents, children and siblings, and their respective spouses, regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win. Each entrant, by participating in the Contest, agrees to be bound by these Official Rules and Sponsor's decisions. The Contest is subject to all applicable federal, state, and local laws and regulations.

2. To Enter: Contest begins at 12:00:00 a.m., Central Time ("CT"), on July 1, 2011, and ends at 11:59:59 p.m., CT, on August 5, 2011 ("Contest Period").

During the Contest Period, you can enter by submitting a typed essay, no longer than 750 words, describing what farming has meant in your life and how being a member of a farming family will influence your future higher education. Only essays written by the child will be eligible. No duplicate entries are permitted.

Entries can be submitted by email or mail and must include a cover sheet with the following information: the entrant's name, address and phone number, the entrant's parent/guardian's name, and the child's age as of August 5, 2011. Essays and cover sheets submitted via email are to be sent to NEST@fnni.com with the subject line reading "NEST on the Farm Scholarship". Essays that are submitted via email must be included as an attached document, preferably in Microsoft Word or Microsoft Word compatible format. Mailed essays and cover sheets are to be sent to First National Bank of Omaha, Attn: NEST on the Farm Scholarship, 1620 Dodge St., Stop 1105, Omaha, NE 68197. Entries must be postmarked by August 5, 2011. Limit one entry per person. Multiple entries will disqualify all related entries. No photocopies, computer generated FAX, mechanically reproduced, or mass entries permitted. Your contribution or submission of an entry constitutes your consent to participate in the Contest, and your consent for the Sponsor to obtain and use your first name, photo, and certain non-identifying information for the purpose of administering this Contest. **The Contest is not a recommendation to invest in the Plan.**

3. Selection of Winners: Three winners will be selected on or about August 22, 2011, from among all eligible entries received by the Sponsor. One winner will be selected who is between 7 and 9 years of age, one winner who is between 10 and 11 years of age, and one winner who is between 12 and 13 years of age on the day the award is announced. Limit of one scholarship per person. All drawings will be conducted under the direction of Sponsor whose decisions are final in all matters relating to the Contest.

4. Odds: The odds of winning depend upon the total number of eligible entries received.

5. Prizes: Three winners will each receive \$5,000 in the form of a contribution to an account established by the Sponsor for the benefit of the winner ("beneficiary"). The Nebraska Educational Savings Plan Trust will own the account established under the Contest and disburse the funds only when the beneficiary provides proof of enrollment at an eligible educational institution. Any disbursement of funds may only be used for tuition and fees associated with qualified higher education expenses (other than room and board) at an eligible educational institution. Any disbursement will be sent directly to the eligible educational institution where the beneficiary is enrolled. Any refunds from the eligible educational institution and any unused funds remaining in the account will revert to the Nebraska Educational Savings Plan Trust. All control over the account, including the selection of the Investment Option, will be held by the Sponsor. Neither the winner nor the winner's parents or guardians will have ownership rights, title, interest in, or power or control over the account established in the Contest. Once an account is established no change in beneficiary is allowed and no transfer of account funds is permitted. Any disbursement from the account must be made before the beneficiary reaches 30 years of age. All accounts held in the Plan for the beneficiary, including the account established under the Contest will be aggregated for purposes of the Plan's Maximum Account Balance Limit.

The scholarship may be considered income to the recipient, and any taxes resulting from the receipt of the scholarship are the responsibility of the recipient. Please consult your tax advisor regarding the tax consequences of accepting the Contest award.

6. Winner Notification: Each winner will be notified by telephone or U.S. mail. A winner need not be present at the time of the drawing in order to win the Contest. Allow 3-4 weeks following the date of the actual drawing for confirmation of the Scholarship. In the event the winner does not have an existing Plan account, the parent/guardian will be required to provide all documentation necessary to open an account (including name, address, social security number, date of birth and other identifying information for the designated beneficiary). The winner will have up to 5 business days to provide evidence that he or she lives on a Nebraska farm or that

a parent or guardian works on a Nebraska farm. Evidence may include verification through the Nebraska Department of Agriculture, submission of applicable pages of a tax return, or verification of the parent/guardian's employer. A Plan account is not required to be opened in order to win the Contest. The selected winner or the winner's parent/guardian or other individual are encouraged to open their own Plan account in order to contribute their own funds into an account for their beneficiary.

All potential winners are subject to eligibility verification by the Sponsor, whose decisions are final and binding in all matters related to the Contest. An entrant is not a winner unless, and until, the entrant's eligibility has been verified and the entrant has been notified that verification is complete. The Scholarship is non-transferable. The winner will need to sign a form acknowledging the Contest Rules.

The Prize may be awarded to an alternate winner (selected from among all remaining eligible entrants) if (i) the winner is not compliant with the Official Rules; (ii) the Plan account documentation is not returned in good order within 14 days after mailing to winner; (iii) the winner is not eligible to open a Plan account; (iv) the Prize notification letter is returned as undeliverable; or (v) three good faith attempts to contact the winner live by telephone are unsuccessful (no messages will be left). No more than the stated number of awards will be made. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of awards, as set forth in these Rules to be available and/or claimed, the Sponsor reserves the right to award only the stated number of awards among all legitimate, un-awarded, eligible Contest claims.

7. Release: Each entrant agrees, except where prohibited by law, to release and discharge, hold harmless and indemnify Releasees and all others associated with the development and execution of this Contest, from any and all tax liability that may be imposed or associated with receipt or use of the award, and from and against any and all claims, actions, proceedings, and liability for any damages, expenses, fees, injury, or losses sustained in connection with the Contest or acceptance, possession, use, misuse or non-use of the award.

8. Publicity: Except where prohibited by law, by entering the Contest, or by winning, entrants grant to Sponsor and its designees the right to publicize the entrant's first name, photograph, image, likeness, voice, statements, and certain biographical information in all manner and media, worldwide and in perpetuity, for advertising, trade and promotion purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including, without limitation, the Internet), without additional compensation, and without opportunity for review. Parents/guardians will be required to sign a release.

9. Limitations of Liability: Releasees are not responsible for technical, computer, mechanical, printing, typographical, human or other errors relating to, or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the awards or in any Contest-related materials; or for stolen, lost, late, misdirected, damaged, incomplete, inaccurate, undelivered, delayed or illegible entries or postage due entries or mail; or for electronic, computer, or telephonic malfunction or error, failure to enter into the processing system, or are processed, reported, or transmitted late or incorrectly, or are lost for any reason, including computer, telephone, paper transfer, or human or other error. If, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer viruses, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest. Sponsor, at its sole discretion, reserves the right to disqualify any individual who tampers with the entry process, and/or void any entries submitted fraudulently, to modify or suspend the Contest, or to terminate the Contest and conduct a random drawing to award the prizes using all eligible, non-suspect transactions and write-in entries received as of the termination date. As a condition of entering the Contest, entrants agree that: (i) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (ii) all causes of action arising out of or connected with this Contest or the prize awarded, shall be resolved individually, without resort to any form of class action; and (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred and, in no event, shall entrant be entitled to receive attorneys' fees or other legal costs. Sponsor reserves the right to modify prize award procedures. This Contest and these Official Rules shall be interpreted in accordance with the laws of the State of Nebraska, without regard to its principles of conflicts of law and jurisdiction, and venue shall be solely within the State of Nebraska.

10. Entrant's Personal Information: Information collected from entrants will be maintained by the Sponsor and its representatives in accordance with applicable federal and state consumer privacy laws, rules, and regulations.

11. Copy of Rules/List of Winners: For a copy of a list of winners' names (available after, on or about September 15, 2011), send your request, and a separate self-addressed, stamped envelope to: First National Bank of Omaha, Attn: "NEST on the Farm Scholarship," 1620 Dodge St., Stop 1105, Omaha, NE 68197-1105.

12. Sponsor: First National Bank of Omaha, 1620 Dodge St., Stop 1029, Omaha, NE 68197-1029.