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will come up and talk to the Clerk and you so that we can notify the whole body of how the question is actually divided.

SENATOR CUDABACK: Thank you, Senator Chambers. Then the body will stand at ease for a moment until you get that decided. Please come forward. (Visitors introduced.)

EASE

SENATOR CUDABACK: The question is divisible and the first part will be lines 1 through 4, 1 through 4. The second part will be the remainder. The question is divisible. The first part is lines 1 through 4; the second part are lines 1...or 5 through 9. Senator Chambers, you're recognized to discuss the first part of the amendment. (FA289, Legislative Journal page 691.)

SENATOR CHAMBERS: Yes, Mr. President, members of the Legislature, I support this part of the amendment and I misspoke. It's Senator Bromm's amendment. For once we have a bill out here with no committee amendment, so this is Senator Bromm's amendment, and this is the language that is to be adopted and I support it. Quote...oh, and it will be on page 12, at line 17. We're putting a new sentence into the law and it would say...into the amendment: "A franchise agreement with a Nebraska licensed dealer which conforms to and is subject to Sections 60-1401.01 to 60-1440 and this section is not control for purposes of this section." What it is saying is that the section to being...that we're amending with Senator Bromm's amendment would say that a manufacturer cannot control these certain activities, either directly or indirectly, and the sentence that precedes what we're going to amend says, a person is controlled by a manufacturer. If the manufacturer has the authority, directly or indirectly, by law or agreement of the parties to direct or influence the management and policy...policies of the person, after that sentence we add the language that I mentioned. A manufacturer can legitimately exercise these types of powers or prerogatives in dealing with a franchisee without it being illegal, unfair, or anything else. So, to make sure that this flat prohibition that exists in the green copy is not applied to the relationship that exists between a manufacturer and a franchisee whereby under that agreement the manufacturer does exercise certain types of