

of any change of ownership of the property hereby leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this lease and LESSEE will no longer be bound by the lease.

7. The premises ARE _____ ARE NOT XXXXXXXX the homestead of the LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its structure(s) on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, maintenance, or dismantling of any advertising structures or displays during the term of this lease and to repair any damage to the leased premises resulting from the installation, maintenance, or dismantling of such advertising structures or displays, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

12. This lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

EXECUTED BY LESSOR IN THE PRESENCE OF:

Don Fuller

BY: *[Signature]* LESSOR

TWENTIETH CENTURY LAND CORP.
LESSOR

9155 NORTH FREEWAY

HOUSTON, TX 77037
LESSOR'S ADDRESS

281 - 820 - 8100
LESSOR'S TELEPHONE

LESSOR'S SOCIAL SECURITY NUMBER

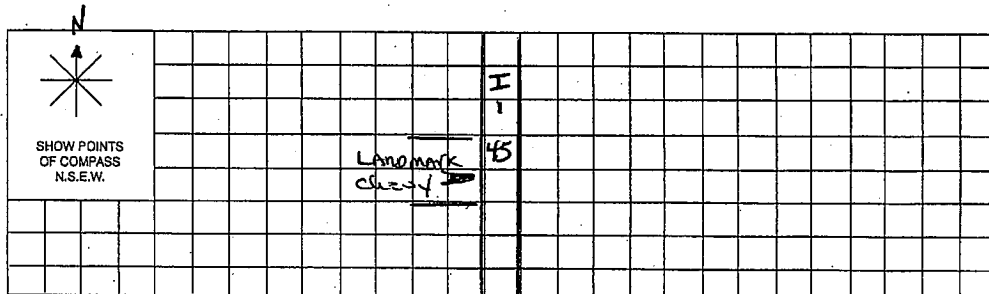
THE LAMAR COMPANIES, LESSEE,

BY: *Tom Gibbens*
Vice President/General Manager

DATE: 9-23-97

This Instrument Prepared by:
Charles W. Lamar III
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808

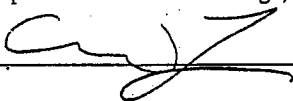
[Signature]
CHARLES W. LAMAR III



THE **LAMAR** CORPORATION

THIS INSTRUMENT PREPARED BY:
CHARLES W. LAMAR, III
5551 Corporate Blvd.-Baton Rouge, LA 70808

LEASE # 37716-01



MEMORANDUM OF LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") has executed and delivered to **THE LAMAR CORPORATION** (hereinafter referred to as "Lessee") a **LEASE AGREEMENT** dated 9-25, 19 97, leasing a portion of the premises located in the county / parish of HARRIS, state of TEXAS more particularly described as follows:

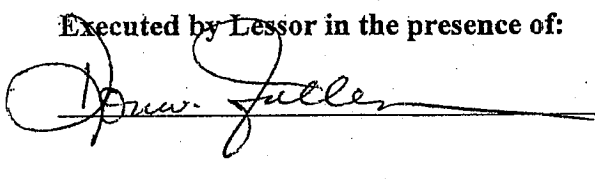
AN AREA ON A 0.6026 ACRE TRACT LOCATED @ 9155 N. SEPARD DR./I-45

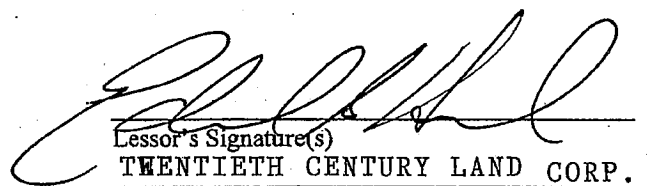
WHEREAS, said **LEASE AGREEMENT** (hereinafter referred to as "Lease"), provides for a term of TEN (10) years and provides that the Lease may be continued in force thereafter in accordance with the provision set out as well as other rights and obligations of the parties thereto.

NOW, THEREFORE, for the consideration set out in the Lease, Lessor hereby grants, leases and lets to Lessee all rights as specified therein in and upon the said premises, subject to all of the provisions and conditions set out in the Lease for all purposes and the Lease is made a part hereof to the same extent and with the same force and effect as though the same were fully and completely incorporated herein.

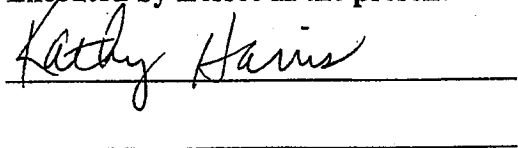
IN WITNESS WHEREOF, this instrument is duly executed this 16th day of October, 1997.

Executed by Lessor in the presence of:

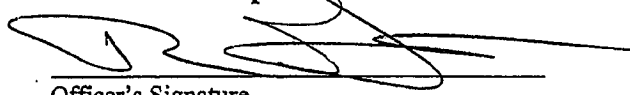



Lessor's Signature(s)
TWENTIETH CENTURY LAND CORP.
Print Lessor's Name(s) **By: Edward Heard**

Executed by Lessee in the presence of:



The Lamar Corporation


Officer's Signature
Tom Gibbens
Print Name of Officer and Office

THE **LAMAR** COMPANIES

Rider # 1 to Lease dated the 25th day of Sept., 19 97,
by and between TWENTIETH CENTURY LAND CORP., as Lessor and THE LAMAR
CORPORATION, as Lessee.

Lessor and Lessee agree to the following additional provisions:

In lieu of lease payment, Lessee shall provide to Lessor
the north face of said sign at no charge. Should Lessor
not utilize the north face during any lease year, the
rental payment shall be \$ 8400.00. Also, production
of sign shall be at a rate of 2.00 dollars per sq. ft.

*Also, no advertising of any competitive nature
may be placed upon location. - T.G. 9-23-97*

*The art work on the north face can be changed
1 Time during a 12 month period with no
charge to the Lessor - 10/16/97 TC
Dwt.*

LESSOR *[Signature]*

LESSEE *[Signature]*