

LEASE

THIS LEASE AGREEMENT (hereinafter "Agreement"), made this 20 day of September 2000, by and between InfoUSA Inc.(hereinafter referred to as "Lessor") and The Lamar Companies (hereinafter referred to as "Lessee"), provides:

WITNESSETH

Lessor hereby leases to Lessee for the lawful construction of one advertising structure with two 10.5'x 36' advertising signs. In connection therewith, Lessee shall have the right of necessary access to and egress from the advertising space by Lessee's employees, contractors, or agents and the associated vehicles therewith for the limited purpose of erecting and maintaining the advertising structure.

The leased premises are a portion of the property located in Omaha, Douglas County, Nebraska, more particularly described as: The space necessary to construct and maintain one (1) advertising structure with two 10.5'x 36' sign faces on Lessor's land known as 5701 South 85th Plaza, Omaha, NE 68127.

1. This Agreement shall be for a term of Ten (10) years with 2 additional 5 year renewal options. This Agreement shall renew and continue year to year upon like terms and conditions unless either party provides 90 days written notice of its intent to terminate this Agreement.

2. Lessee shall not assign this Lease nor sublet the premises or any part thereof, without written consent of the Lessor. The Lessee is not allowed to enter into an agreement for the construction or installation of any other forms of communications such as microwaves or satellites or other telecommunication devices on the subject premises without the written consent of the Lessor.

3. Lessee shall pay to Lessor an annual rental payment in the following manner:

Years 1-5	\$5,000.00
Years 6-10	\$5,500.00
Years 11-15	\$6,050.00
Years 16-20	\$6,655.00

Rental payments are payable annually in advance in equal monthly installments with the first installment due on the first day of the month following the execution of this Agreement. Lessee has the option to prepay any portion of the annual rent without incurring a penalty.

4. Rent shall be due on the first (1st) of each month and considered late on the tenth (10th) of the month during the term of this Agreement. Should Lessee fail to pay rent by the 10th of each month, Lessee will be in default under the Agreement. In the event of a default for non payment of rent, Lessor shall provide written notice to the

Lessee by certified mail and allow Lessee ten (10) days from the date that the certified letter was delivered to cure any default regarding non payment. Rent shall be considered tendered upon the receipt of the payment by Lessor. Upon default, Lessor may elect to terminate this Agreement.

5. Lessor agrees not to erect or allow any obstruction of highway view or any vegetation that may obstruct the highway view of Lessee's advertising structure. In the event the Lessee's advertising structure is entirely or partially obstructed, Lessee must provide written notice to the Lessor by certified mail of the obstruction. Lessor shall have twenty (20) days to remedy the obstruction or Lessor will be in default under this Agreement.

6. Lessee shall obtain the necessary consent(s) for the erection and maintenance of said advertisement and advertising space from the proper federal, state, or municipal departments. Lessee is required to abide by and follow any federal, state, or municipal legislation, rules, or regulations regarding the use of the space of advertising. Failure to satisfy this paragraph will result in the immediate termination of this Agreement. The Lessee shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of Lessee's advertising structure. All such permits shall be the property of the Lessee.

7. Any action by any governmental unit, state agency, or citizen which declares the particular advertisement a nuisance because it is indecent, vulgar, or against public morals, shall justify the Lessor in terminating this Agreement. Lessee shall hold harmless and indemnify the Lessor against any fine, restitution, citation, or monetary judgment/order which is attributable to the advertising structure.

8. The enactment of federal, state or municipal legislation, rules, or regulations restricting the use of said space for advertising purposes shall justify the Lessor in canceling said Agreement without any liability to the Lessor. The Lessee, in such case, shall remove said sign or advertising at the expense of the Lessee.

9. The parties hereto agree that if the whole of the leasehold, or so much thereof as to render the balance unusable by Lessee, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the leasehold is taken and its continued operation is not in the Lessor's sole opinion, economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. All compensation awarded for such taking shall belong to and be the property of the Lessor.

10. If Lessee makes any alterations or improvements to the leased premises, Lessee must pay for same when made. Nothing in this Agreement shall be construed to authorize Lessee or any person dealing with or under Lessee to act as an agent for the Lessor. If a mechanics' or materialman's lien is threatened by any contractor or supplier, or in the event of the filing of a notice of any such lien, Lessee will promptly pay same and take steps immediately to have same removed. If same is not removed within ten

(10) days from the date of written notice from Lessor, Lessor shall have the right, at Lessor's option, of paying the same or any portion thereof, and the amounts so paid, including attorneys' fees and expenses connected therewith and interest at the rate of 18% per annum on any sums paid or advanced, shall be deemed to be additional rent due from Lessee to Lessor and shall be paid to Lessor within five (5) days upon rendition to Lessee of bill. Lessee will defend, indemnify and hold harmless Lessor from and against all loss, claims, damages, costs or expenses suffered by Lessor by reason of any repairs, installations or improvements, made by Lessee.

11. Lessee shall defend, indemnify and hold harmless the Lessor, from and against all and any liability and expense of any kind arising from injuries or damage to persons or property arising out of, or resulting in, any way from any act or omission of Lessee, its agents, employees, invitees, or contractors. Lessee shall be responsible for any attorney's fees and costs incurred by the Lessor as a result of any action the Lessor must initiate or defend as a result of the advertising structure.

12. Lessee shall maintain liability insurance on the lease premises in the minimum amount of One Million and no/100 dollars (\$1,000,000) as set forth in Exhibit A. The Lessee must, at all times during the term of this Agreement, retain liability insurance in the same amounts as stated on Exhibit A. Lessor shall be named as the loss payee. Lessee shall assume any and all expenses incurred in maintaining and erecting the advertising structure.

13. 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.

14. Lessor represents that it is the Owner of the premises described above and has the right to grant Lessee access to the premises for the sole purpose of constructing and maintaining an advertising structure as described hereinabove. In the event that the property is sold, Lessor agrees to notify Lessee within thirty (30) days from the execution of a deed, the name, address, and phone number of the new owner.

15. All structures, equipment and materials placed upon the premises by the Lessee shall remain the property of the Lessee and may be removed by it at any time prior to or within a reasonable time after expiration of the term hereof or any extension. At the termination of this Agreement, Lessee agrees to restore the surface and adjacent property which was utilized by the advertising structure of the leased premises to its original condition within thirty (30) days from such termination.

16. All payments and notices to the Lessor must be forwarded to the following:

InfoUSA Inc.
c/o Accounting/Administration
5711 South 86th Circle.
Omaha, NE 68127

Any notices to the Lessee must be forwarded to the following:

Lamar Outdoor Advertising
Attn: Mike Cogswell
4849 G Street
Omaha, NE 68106
Phone: (402) 734-6850
Fax: (402) 734-6853

17. The premises are not the homestead of the Lessor.
18. Both parties agree to execute any document(s) necessary for recordation of this Agreement.
19. This Agreement expresses the entire agreement between the Lessor and Lessee. This Agreement can only be modified with another written agreement signed by the Lessor and Lessee.
20. This Agreement shall be interpreted according to the laws of the state of Nebraska.

Lessor: InfoUSA Inc.

Fred Vakili

By: 

Its: Chief Administrative Officer

Lessee: The Lamar Companies,

By: 

Its: VP/GM

