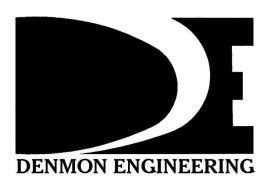
EXHIBIT G EAST OUACHITA DEVELOPMENT BILLBOARD LEASE AGREEMENT







Denmon Engineering, Inc. - P.O. Box 8460, Monroe, LA 71211 – 318-388-1422 – www.denmon.com

EAST OUACHITA DEVELOPMENT BILLBOARD LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF QUACHITA

SIGN LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 1916 day of System 601. 2004. by and between:

EAST OUACHITA DEVELOPMENT, L.L.C, a Louisiana limited company whose mailing address is P.O. BOX 9110, Monroe, LA, 71211, herein represented by its duly authorized managers George L. Luffey and John L. Luffey, Jr.;

MORRIS P. ALBRITTON and DIXIE FOREMAN ALBRITTON, husband and wife, whose mailing address is 141 Bartholomew Drive, Sterlington, LA 71280; and

W. L. ALBRITTON and JOYCE McBROOM ALBRITTON, husband and wife, whose mailing address is 1435 Frenchman's Bend Road, Monroe, LA 71203;

(hereinafter collectively referred to as "LESSOR") and

GOODVIEW OUTDOOR, L.L.C., a Louisiana limited liability company, whose mailing address is 1540 New Natchitoches Road, West Monroe. LA 71292, herein represented by Brian Dear, its duly authorized representative,

(hereinafter referred to as "LESSEE"), provides:

WITNESSED

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and location of One (1) outdoor advertising structures, including necessary structures; advertising devices, power poles, power lines to service signs, communication devices and connections, with the right of access to and egress from structure by LESSEE'S employees, contractors, agents and vehicles and the right to survey, maintain advertisement, maintain telecommunication devices or other activities necessary or

useful in LESSEE'S use of the structures to be situated at approximate location as shown on the attached sketch."

The leased premises are a portion of the property located in the Parish of Ouachita, State of Louisiana, more particularly described on the attached Exhibit "A" Sign Location #1

- 1. This lease shall be for a term of Twenty (20) years commencing upon the expiration of the existing Lamar Advertising Company lease # 02445.01 .05, estimated to be November 14, 2004, unless sooner terminated as hereinafter provided.
- LESSEE shall pay to LESSOR a guaranteed fixed annual payment of \$6,000 per year payable quarterly. The payment period begins upon completion of construction of the billboard location. The guaranteed fixed payments shall increase by 15% at the end of each five (5) year period. In addition, LESSEE shall pay an annual override of 25% of the rental value received of the billboard less the fixed quarterly payments. This same increase shall apply to each 5-year period hereafter. YEARS 5 - 10 will be paid at \$6,900 per year payable quarterly. YEARS 11 - 15 will be paid at \$7,935 per year payable quarterly. YEARS 16 - 20 will be paid at \$9,125 per year payable quarterly. The first quarterly installment to be due on the completion of the construction of the billboard location. The construction period is estimated to be Ninety (90) to One Hundred Twenty (120) days from the removal of Lamar Outdoor Advertising Structures'. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designed by LESSOR, whether or not actually received by the LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within Thirty (30) days after such performance is due, LESSEE will be default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE Fifteen (15) days thereafter in which to cure any default.
 - 3. **LESSOR** agrees not to erect or allow any other off-promises Billboard structures on property owned or controlled by **LESSOR** within One Thousand (1000) feet of **LESSEE'S** advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). **LESSEE** is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.
 - 4. 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 Thirty days (30) after the expiration of the term hereof any extension or the termination of this lease for any other reason. At the termination of this

- lease, LESSEE agrees to restore the surface of the leased premises to its original condition. 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, at the sole discretion of LESSEE. LESSOR agrees to cooperate and assist LESSEE. All such permits shall be the property of LESSEE.
- LESSOR represents that he is the Owner of the property subject to this Lease 5. Agreement, or has the right to locate advertisement signs on the property of the premises described above and has the right to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business. In the event of any changes of ownership of the property hereby leased, LESSOR agrees to give the new owner formal written notice of the existence of the 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.
 - The premises Are Not homestead of the LESSOR. 6.
 - In the event of condemnation of the subject premises or any part thereof by 7. proper authorities, or relocation of the highway, the LESSOR grants the LESSEE the right to relocate its structure on LESSOR'S remaining property adjoining the condemned property or the relocated highway. This provision shall not apply if LESSOR has no suitable property adjacent to the condemned property or relocated highway.
 - LESSEE agrees to indemnify, and hold LESSOR harmless from all claims of injury and damage to LESSOR or third parties arising from 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.
 - 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.
 - If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.
 - This entire agreement is subject to Goodview Outdoor, L.L.C. obtaining the necessary permission from the Department of Transportation and city and local governmental bodies, in absence of which all parties shall be released of liability.

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- 12. LESSOR hereby grants to LESSEE for 12 months, an irrevocable first right of refusal to renew this ground lease as long as LESSEE matches any bona fide written offer from another advertising company, said 12 month period beginning at the end of the lease-term(s) and any extension of this lease. This first right of refusal shall expire at the end of the 12 month period specified above or 30 days following written notice from LESSOR being delivered to LESSEE specifying the final terms of the proposed ground lease which has been made to LESSOR by another advertising company, unless LESSEE delivers to LESSOR, on or before the 30th day following LESSEE'S receipt of the notice from LESSOR, that LESSEE agrees to match said lease terms.
- 13. This lease survives any sale of the subject property and is fully assumable by any new owner of the subject property.
- 14. The economics of this proposal is based on Goodview Outdoor, LLC being able to install Tri-visions on the right hand read of each location. Should the City of Monroe should not allow Tri-visions at these locations, LESSOR agrees to renegotiate in good faith, the ground lease payments owed hereunder and should the LESSOR and LESSEE fail to agree on a reasonable ground lease hereunder, LESSEE shall have the right to cancel this lease agreement.
- 15. **LESSEE** agrees that it shall not allow any advertising or promotional material that is generally deemed to be illegal or immoral.
- LESSEE agrees to indemnify LESSOR from any damages, expenses, lost 16. income or other sums incurred by Lamar Outdoor Advertising, Inc. (including any corporately related entity, hereinafter referred to jointly as "Lamar") and legally assessed against the LESSOR, cause by the termination, expiration and/or denial or hindrance of Lamar's rights under that certain lease between Lamar and LESSOR that presently burdens the leased premises hereunder, if and when said is assessed again the LESSOR by final judgment of a Court of Law or equity, provided that (i) LESSOR provided LESSEE with prompt notice of the existence, or potential existence, of any such claims by Lamar, with such time as is sufficient for LESSEE to defend against the claim incurred by Lamar, (ii) LESSOR, and its past, future and present officers, members, managers, representatives and agents, cooperate an assist LESSEE in the defense of the claims brought by Lamar against the LESSOR, and (iii) the damages. expenses, lost income of other sums incurred are caused by LESSOR entering into this Agreement with LESSEE and/or the actions taken by LESSOR and/or LESSEE to construct the outdoor advertising structure provided for herein, and/or conducting the actions contemplated herein, and/or wrongfully denying Lamar the opportunity to continue its outdoor activities presently conducted by Lamar.

Upon being notified of an actual or potential claim by Lamar, LESSEE agrees to promptly evaluate the nature of the claims by Lamar, and inform LESSOR, whether or not LESSEE will retain attorneys and other expertise to defend LESSOR, or whether LESSEE will pay the cost of the defense by attorneys and other expertise chosen by LESSOR. Upon receipt of notice of an actual or potential claim by Lamar, LESSEE shall bear the cost of defending all claims asserted by Lamar, either by paying the cost of defense incurred by attorneys and other experts chosen by LESSOR, or by retaining attorneys and other experts to defend the actions of LESSOR, and in either case at the expense of LESSEE. Provided that LESSEE pays all costs of any settlement or compromise proposed by, or agreeable to Lamar, LESSEE shall have the authority (but not the obligation) to so settle and compromise any claims raised by Lamar which if successfully pursued would be covered by this indemnity agreement.

THUS DONE AND SIGNED before the undersigned Notary Public, duly qualified in and for the Parish of Ouachita, State of Louisiana, and before the eptember . 2004. EAST OUACHITA DEVELOPMENT, L.L.C., WIINESSES: Lessor

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| THUS DONE AND SIGNED before the undersigned Notary Public, duly qualified in and for the Parish of Ouachita, State of Louisiana, and before the undersigned competent witnesses on this the | |
|---|---------------------------------|
| WITNESSES: | GOODVIEW OUTDOOR, L.L.C, Lessee |
| mandi maya | By: <u>Brian Dear</u> |
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| NOTARY PUBLIC | |
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| THUS DONE AND SIGNED before the undersigned Notary Public, duly qualified in and for the Parish of Ouachita, State of Louisiana, and before the undersigned competent witnesses on this the | |
| WITNESSES: | |
| MORRIS P. ALBRITTON, Lesson | |
| Delilu-Elledg | DIXIE FOREMAN ALBRITTON, Lesson |
| Ja Hard | |
| NOTARY PUBLIC | |

THUS DONE AND SIGNED before the undersigned Notary Public, duly qualified in and for the Parish of Ouachita, State of Louisiana, and before the undersigned competent witnesses on this the 1974 day of System 62004.

WITNESSES:

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W. L. ALBRITTON, Lesson

W. L. ALBRITTON, Lesson

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