Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Schedule TO

(Rule 14d-100)
TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) or 13(e)(1)
OF THE SECURITIES EXCHANGE ACT OF 1934

LAMAR ADVERTISING COMPANY
(Name of Subject Company (Issuer) and Filing Person (as Offeror))

2 7/8% CONVERTIBLE NOTES DUE 2010 — SERIES B
(Title of Class of Securities)

512815AH4
(CUSIP Number of Class of Securities)

Kevin P. Reilly, Jr.
President
Lamar Advertising Company
5551 Corporate Boulevard
Baton Rouge, Louisiana 70808
(225) 926-1000
(Name, address, and telephone number of person authorized to receive notices and communications on behalf of filing persons)

with copies to:

Stacie Aarestad, Esq.
Edwards Angell Palmer & Dodge LLP
111 Huntington Avenue At Prudential Center
Boston, Massachusetts 02199-7613
(617) 239-0100

Daniel J. Zubkoff, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
(212) 701-3000

CALCULATION OF FILING FEE

Transaction Valuation (1)	Amount of Filing Fee (2)
$264,232,280	$14,745

(1) Calculated solely for purposes of determining the amount of the filing fee. The transaction valuation was calculated based on the purchase of $287,209,000 aggregate principal amount of the issuer's 2 7/8% Convertible Notes due 2010 — Series B at the tender offer price of $920 per $1,000 principal amount of such notes.

(2) The amount of the filing fee was calculated at a rate of $55.80 per $1,000,000 of transaction value.

o Check the box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: Not applicable.
Form or Registration No.: Not applicable.
Filing Party: Not applicable.
Date Filed: Not applicable.

o Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- o third-party tender offer subject to Rule 14d-1.
- ☑ issuer tender offer subject to Rule 13e-4.
- o going-private transaction subject to Rule 13e-3.
- o amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer: o

TABLE OF CONTENTS

INTRODUCTORY STATEMENT

This Tender Offer Statement on Schedule TO (the "Schedule TO") relates to the offer by Lamar Advertising Company, a Delaware corporation (the "Company"), to purchase any and all of its issued and outstanding 2 7/8% Convertible Notes due 2010 — Series B (the "Notes") for cash, at a purchase price equal to $920 per $1,000 principal amount of Notes (the "Offer"), upon the terms and subject to the conditions set forth in the Offer to Purchase, dated March 23, 2009 (the "Offer to Purchase") and the Letter of Transmittal. The Company's obligation to accept for payment, and to pay for, any Notes validly tendered pursuant to the Offer is subject to satisfaction of all the conditions described in the Offer to Purchase. This Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This Schedule TO incorporates by reference certain sections of the Offer to Purchase specified below in response to Items 1, 2 and 4, and Items 6 through 9, of this Schedule TO, as more particularly described below.

Item 1. Summary Term Sheet.

The information set forth in the Offer to Purchase in the section entitled "Summary Term Sheet" is incorporated herein by reference.

Item 2. Subject Company Information

(a) *Name and Address*. The issuer is Lamar Advertising Company, a Delaware corporation with its principal executive offices located at 5551 Corporate Boulevard, Baton Rouge, Louisiana 70808; telephone number (225) 926-1000.

(b) *Securities.* The subject class of securities is the Company's 2 7/8% Convertible Notes due 2010 — Series B. As of March 23, 2009, there was $287,209,000 aggregate principal amount of Notes outstanding.

(c) *Trading Market and Price.* There is no established trading market for the Notes. The Class A common stock into which the Notes are convertible trade on the NASDAQ Stock Market under the symbol "LAMR". The information set forth under "Market Information About the Notes" in the Offer to Purchase is incorporated herein by reference.

Item 3. Identity and Background of Filing Person

(a) *Name and Address.* The issuer and subject company is Lamar Advertising Company, a Delaware corporation with its principal executive offices located at 5551 Corporate Boulevard, Baton Rouge, Louisiana 70808; telephone number (225) 926-1000.

The following table sets forth the names of each of the executive officers and directors of the Company. The business address and telephone number of each person set forth below is c/o Lamar Advertising Company, 5551 Corporate Boulevard, Baton Rouge, Louisiana 70808; telephone number (225) 926-1000.

Name	Position
Kevin P. Reilly, Jr.	Chairman of the Board, President, and Chief Executive Officer
Keith A. Istre	Chief Financial Officer and Treasurer
Sean E. Reilly	Chief Operating Officer and President of the Outdoor Division
John Maxwell Hamilton	Director
John E. Koerner, III	Director
Edward H. McDermott	Director
Stephen P. Mumblow	Director
Thomas V. Reifenheiser	Director
Anna Reilly	Director
Wendell S. Reilly	Director

Item 4. Terms of the Transaction.

(a) Material Terms.

(1) Tender Offer.

(i) The information set forth in the Offer to Purchase in the sections entitled “Summary Term Sheet” and “Impact of the Offer on Rights of the Holders of the Notes” is incorporated herein by reference.

(ii) — (iii) The information set forth in the Offer to Purchase in the sections entitled “Summary Term Sheet”, “The Offer — Consideration; Accrued Interest” and “The Offer — Expiration Time; Extension; Amendment; Termination” is incorporated herein by reference.

(iv) Not applicable.

(v) The information set forth in the Offer to Purchase in the section entitled “The Offer — Expiration Time; Extension; Amendment; Termination” is incorporated herein by reference.

(vi) — (vii) The information set forth in the Offer to Purchase in the sections entitled “Summary Term Sheet” and “Procedures for Tendering and Withdrawing Notes” is incorporated herein by reference.

(viii) The information set forth in the Offer to Purchase in the sections entitled “Summary Term Sheet” and “Acceptance for Payment and Payment” is incorporated herein by reference.

(ix) Not applicable.

(x) The information set forth in the Offer to Purchase in the section entitled “Impact of the Offer on Rights of the Holders of the Notes” is incorporated herein by reference.

(xi) Not applicable.

(xii) The information set forth in the Offer to Purchase in the sections entitled “Summary Term Sheet” and “Material U.S. Federal Income Tax Consequences” is incorporated herein by reference.

(2) Mergers and Similar Transactions.

(i) — (vii) Not applicable.

(b) The information set forth in the Offer to Purchase in the section entitled “Miscellaneous” is incorporated herein by reference.

Item 5. Past Contacts, Transactions, Negotiations and Agreements.

(e) *Agreements Involving the Subject Company’s Securities.*

The Company has entered into the following agreements in connection with its Class A common stock, $0.001 par value per share:

(1) Lamar 1996 Equity Incentive Plan, as amended, as adopted by the Board of Directors on February 23, 2006. Previously filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K (File No. 0-30242) filed on February 28, 2006, and incorporated herein by reference.

(2) Form of Stock Option Agreement under the 1996 Equity Incentive Plan, as amended. Previously filed as Exhibit 10.14 to the Company’s Annual Report on Form 10-K for the year ended December 31, 2004 (File No. 0-30242) filed on March 10, 2005, and incorporated herein by reference.

(3) Form of Restricted Stock Agreement. Previously filed as Exhibit 10.16 of the Company’s Annual Report on Form 10-K for the year ended December 31, 2005 (File No. 0-30242) filed on March 15, 2006, and incorporated herein by reference.

(4) Form of Restricted Stock Agreement for Non-Employee directors. Previously filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.

(5) 2000 Employee Stock Purchase Plan. Previously filed as Exhibit 10(b) to the Company’s Annual Report on Form 10-K for the year ended December 31, 2006 (File No. 0-30242) filed on March 1, 2007, and incorporated herein by reference.

(6) Lamar Advertising Company Non-Management Director Compensation Plan. Previously filed on the Company’s Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.

(7) Summary of Compensatory Arrangements, dated March 4, 2009. Previously filed on the Company’s Current Report on Form 8-K (File No. 0-30242) filed on March 6, 2009 and incorporated herein by reference.

The Company has entered into the following agreements in connection with the Notes:

(1) Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., successor to Wachovia Bank of Delaware, National Association, as Trustee. Previously filed as Exhibit 4.4 to the Company’s Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003, and incorporated herein by reference.

(2) Second Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of July 3, 2007. Previously filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K (File No. 0-30242) filed on July 9, 2007 and incorporated herein by reference.

The Company has entered into the following agreement in connection with other securities of the Company:

(1) First Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of June 16, 2003. Previously filed as Exhibit 4.5 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003 and incorporated herein by reference.

Item 6. Purposes of the Transaction and Plans or Proposals.

(a) *Purposes.* The information set forth in the Offer to Purchase in the section entitled "The Offer — Purpose of the Transaction" is incorporated herein by reference.

(b) *Use of Securities Acquired.* The information set forth in the Offer to Purchase in the section entitled "The Offer — Purpose of the Transaction" is incorporated herein by reference.

(c) *Plans.* The information set forth in the Offer to Purchase in the sections entitled "The Offer — Source and Amount of Funds" and "About the Company — Recent Developments" are incorporated herein by reference.

Item 7. Source and Amount of Funds or Other Consideration.

(a) *Source of Funds.* The information set forth in the Offer to Purchase in the section entitled "The Offer — Source and Amount of Funds" is incorporated herein by reference.

(b) *Conditions.* The information set forth in the Offer to Purchase in the section entitled "The Offer — Source and Amount of Funds" is incorporated herein by reference.

(d) *Borrowed Funds.* The information set forth in the Offer to Purchase in the section entitled "The Offer — Source and Amount of Funds" is incorporated herein by reference.

Item 8. Interest in Securities of the Subject Company.

(a) *Securities Ownership.* The information set forth in the Offer to Purchase in the section entitled "Miscellaneous" is incorporated herein by reference.

(b) *Securities Transactions.* The information set forth in the Offer to Purchase in the section entitled "Miscellaneous" is incorporated herein by reference.

Item 9. Persons/Assets, Retained, Employed, Compensated or Used.

(a) *Solicitations or Recommendations.* The information set forth in the Offer to Purchase in the sections entitled "Dealer Managers, Information Agent and Depositary" and "Solicitation and Expenses" are incorporated herein by reference.

Item 10. Financial Statements.

(a) *Financial Information.*

The following financial statements and information are incorporated by reference:

(1) The audited financial statements of the Company set forth in Item 8 of the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, filed with the SEC on February 27, 2009, are incorporated herein by reference.

(2) Not applicable.

(3) The statement regarding computation of earnings to fixed charges, previously filed as Exhibit 12(a) to the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008, filed with the SEC on February 27, 2009, is incorporated herein by reference.

(4) The book value per share as of December 31, 2008 was $9.39.

(b) *Pro Forma Information.* Not Applicable.

Item 11. Additional Information.

(a) *Agreements, Regulatory Requirements and Legal Proceedings.*

(1) None.

(2) The Company is required to comply with federal and state securities laws and tender offer rules.

(3) Not applicable.

(4) Not applicable.

(5) None.

(b) *Other Material Information.* None.

Item 12. Exhibits.

(a)(1)(i) Offer to Purchase dated March 23, 2009.

(a)(1)(ii) Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9).

(a)(2) None.

(a)(3) None.

(a)(4) None.

(a)(5) Press Release dated March 23, 2009.

(b)(1) Purchase Agreement, dated as of March 20, 2009, by and among Lamar Media Corp. and the initial purchasers named therein, relating to Lamar Media Corp.'s 9¾% Senior Notes due 2014.

(b)(2) Indenture, to be dated as of March 27, 2009, between Lamar Media, the Guarantors named therein and The Bank of New York Trust Company, N.A., as Trustee relating to Lamar Media's 9¾% Senior Notes due 2014.*

(d)(1) Lamar 1996 Equity Incentive Plan, as amended, as adopted by the Board of Directors on February 23, 2006. Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on February 28, 2006, and incorporated herein by reference.

(d)(2) Form of Stock Option Agreement under the 1996 Equity Incentive Plan, as amended. Previously filed as Exhibit 10.14 to the Company's Annual Report on Form 10-K for the year ended December 31, 2004 (File No. 0-30242) filed on March 10, 2005, and incorporated herein by reference.

(d)(3) Form of Restricted Stock Agreement. Previously filed as Exhibit 10.16 of the Company's Annual Report on Form 10-K for the year ended December 31, 2005 (File No. 0-30242) filed on March 15, 2006, and incorporated herein by reference.

(d)(4) Form of Restricted Stock Agreement for Non-Employee directors. Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.

(d)(5) 2000 Employee Stock Purchase Plan. Previously filed as Exhibit 10(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006 (File No. 0-30242) filed on March 1, 2007, and incorporated herein by reference.

(d)(6) Lamar Advertising Company Non-Management Director Compensation Plan. Previously filed on the Company's Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.

(d)(7) Summary of Compensatory Arrangements, dated March 4, 2009. Previously filed on the Company's Current Report on Form 8-K (File No. 0-30242) filed on March 6, 2009 and incorporated herein by reference.

(d)(8) Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., successor to Wachovia Bank of Delaware, National Association, as Trustee. Previously filed as Exhibit 4.4 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003, and incorporated herein by reference.

(d)(9) First Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of June 16, 2003. Previously filed as Exhibit 4.5 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003 and incorporated herein by reference.

(d)(10) Second Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of July 3, 2007. Previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on July 9, 2007 and incorporated herein by reference.

(g) None.

(h) None.

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* To be filed by amendment.

Item 13. Information Required by Schedule 13E-3.

Not Applicable.

Table of Contents

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: March 23, 2009

LAMAR ADVERTISING COMPANY

By: /s/ Keith A. Istre
Keith A. Istre
Treasurer and Chief Financial Officer

Table of Contents

EXHIBIT INDEX

Exhibit No.	Description
(a)(1)(i)	Offer to Purchase dated March 23, 2009.
(a)(1)(ii)	Form of Letter of Transmittal (including Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9).
(a)(2)	None.
(a)(3)	None.
(a)(4)	None.
(a)(5)	Press Release dated March 23, 2009.
(b)(1)	Purchase Agreement, dated as of March 20, 2009, by and among Lamar Media Corp. and the initial purchasers named therein, relating to Lamar Media Corp.'s 9 3/4% Senior Notes due 2014.
(b)(2)	Indenture, to be dated as of March 27, 2009, between Lamar Media, the Guarantors named therein and The Bank of New York Trust Company, N.A., as Trustee relating to Lamar Media's 9¾% Senior Notes due 2014.*
(d)(1)	Lamar 1996 Equity Incentive Plan, as amended, as adopted by the Board of Directors on February 23, 2006. Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on February 28, 2006, and incorporated herein by reference.
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(d)(3)	Form of Restricted Stock Agreement. Previously filed as Exhibit 10.16 of the Company's Annual Report on Form 10-K for the year ended December 31, 2005 (File No. 0-30242) filed on March 15, 2006, and incorporated herein by reference.
(d)(4)	Form of Restricted Stock Agreement for Non-Employee directors. Previously filed as Exhibit 10.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.
(d)(5)	2000 Employee Stock Purchase Plan. Previously filed as Exhibit 10(b) to the Company's Annual Report on Form 10-K for the year ended December 31, 2006 (File No. 0-30242) filed on March 1, 2007, and incorporated herein by reference.
(d)(6)	Lamar Advertising Company Non-Management Director Compensation Plan. Previously filed on the Company's Current Report on Form 8-K (File No. 0-30242) filed on May 30, 2007 and incorporated herein by reference.
(d)(7)	Summary of Compensatory Arrangements, dated March 4, 2009. Previously filed on the Company's Current Report on Form 8-K (File No. 0-30242) filed on March 6, 2009 and incorporated herein by reference.
(d)(8)	Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., successor to Wachovia Bank of Delaware, National Association, as Trustee.

Exhibit No.	Description
	Previously filed as Exhibit 4.4 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003, and incorporated herein by reference.
(d)(9)	First Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of June 16, 2003. Previously filed as Exhibit 4.5 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 (File No. 0-30242) filed on August 13, 2003 and incorporated herein by reference.
(d)(10)	Second Supplemental Indenture to the Indenture dated as of June 16, 2003 between the Company and The Bank of New York Trust Company, N.A., as Trustee, dated as of July 3, 2007. Previously filed as Exhibit 4.1 to the Company's Current Report on Form 8-K (File No. 0-30242) filed on July 9, 2007 and incorporated herein by reference.
(g)	None.
(h)	None.

* To be filed by amendment.

Exhibit (a)(1)(i)

OFFER TO PURCHASE

Lamar Advertising Company

Offer to Purchase for Cash All Outstanding 2 7/8% Convertible Notes due 2010 — Series B At the purchase price as provided herein per $1,000 principal amount of Notes

(CUSIP No. 512815AH4)

THE OFFER WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF APRIL 17, 2009, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "*EXPIRATION TIME*"). HOLDERS MUST VALIDLY TENDER THEIR NOTES PRIOR TO THE EXPIRATION TIME TO BE ELIGIBLE TO RECEIVE THE CONSIDERATION. TENDERS OF NOTES MAY BE WITHDRAWN PRIOR TO THE EXPIRATION TIME.

Lamar Advertising Company (the "*Company*", "*we*" or "*us*") hereby offers, upon the terms and subject to the conditions set forth in this Offer to Purchase (this "*Offer to Purchase*") and the accompanying Letter of Transmittal (the "*Letter of Transmittal*"), to purchase any and all of the outstanding 2 7/8% Convertible Notes due 2010 — Series B of the Company (the "*Notes*") that are validly tendered and not withdrawn prior to the Expiration Time, in each case for cash in an amount equal to $920 per $1,000 principal amount of Notes purchased (the "*Consideration*").

The Company's obligation to accept for payment, and to pay for, any Notes validly tendered pursuant to the Offer is subject to satisfaction of all the conditions described in this Offer to Purchase. See "Conditions to the Offer."

If a Holder (as defined below) validly tenders its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will also pay to such Holder all accrued and unpaid interest on such Notes up to, but not including, the Payment Date (as defined herein) ("*Accrued Interest*"). No tenders will be valid if submitted after the Expiration Time.

Any holder of record of Notes (each, a "*Holder*", and collectively, "*Holders*") desiring to tender, and any beneficial owner of Notes desiring that the Holder tender, all or any portion of such Holder's Notes must comply with the procedures for tendering Notes set forth herein in "Procedures for Tendering and Withdrawing Notes" and in the Letter of Transmittal.

Any questions or requests for assistance concerning the Offer may be directed to J.P. Morgan Securities Inc. or Wachovia Capital Markets, LLC (the "*Dealer Managers*") or Global Bondholder Services Corporation (the "*Information Agent*") at the addresses and telephone numbers set forth on the back cover of this Offer to Purchase. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal or any other related documents may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase. Beneficial owners should contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer. Global Bondholder Services Corporation is acting as depositary (the "*Depositary*") in connection with the Offer.

OUR BOARD OF DIRECTORS HAS APPROVED THE OFFER. HOWEVER, NONE OF THE COMPANY, ITS MANAGEMENT OR BOARD OF DIRECTORS, THE DEALER MANAGERS, THE INFORMATION AGENT OR THE DEPOSITARY MAKES ANY RECOMMENDATION IN CONNECTION WITH THE OFFER.

THE OFFER HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "*COMMISSION*"), NOR HAS THE COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS OFFER TO PURCHASE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Dealer Managers for the Offer are:

J.P. Morgan **Wachovia Securities**

March 23, 2009

IMPORTANT INFORMATION

Upon the terms and subject to the satisfaction or waiver of all conditions set forth herein and in the Letter of Transmittal, the Company will notify the Depositary, promptly after the Expiration Time, of which Notes tendered are accepted for payment pursuant to the Offer. If a Holder validly tenders its Notes prior to the Expiration Time and does not validly withdraw its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay such Holder the Consideration and Accrued Interest for such Notes on the Payment Date.

Payment for the Notes will be made by the deposit of immediately available funds by the Company with the Depositary on the business day after the Expiration Time or promptly thereafter (the date of payment with respect to the Offer being referred to herein as the "*Payment Date*"). The Depositary will act as agent for the tendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders. See "Acceptance for Payment and Payment."

The Company expressly reserves the right, in its sole discretion but subject to applicable law, to (i) terminate the Offer prior to the Expiration Time and not accept for payment any Notes tendered in the Offer, (ii) waive any and all of the conditions of the Offer prior to any acceptance for payment for Notes, (iii) extend the Expiration Time or (iv) amend the terms of the Offer. Any extension, termination, waiver or amendment will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Time. The foregoing rights are in addition to the Company's right to delay the acceptance for payment for Notes tendered pursuant to the Offer, or the payment for Notes accepted for payment, in order to permit any or all conditions to the Offer to be satisfied or waived or to comply in whole or in part with any applicable law, subject, in each case, however, to Rules 13e-4 and 14e-1 under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), which require that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer.

In the event that the Offer is terminated, withdrawn or otherwise lawfully not consummated, the Consideration will not be paid or become payable to Holders who have validly tendered their Notes pursuant to the Offer. In any such event, the Notes previously tendered pursuant to the Offer will be promptly returned to the tendering Holders.

From time to time after the tenth business day following the Expiration Time or other date of termination of the Offer, the Company or its affiliates may acquire any Notes that are not tendered pursuant to the Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers, redemptions or otherwise, upon such terms and at such prices as the Company or any such affiliate may determine, which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company or its affiliates will choose to pursue in the future.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE AND RELATED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THE DELIVERY OF THIS OFFER TO PURCHASE SHALL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN IS CURRENT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION. THE COMPANY DISCLAIMS ANY OBLIGATION TO UPDATE OR REVISE ANY OF THE INFORMATION CONTAINED OR INCORPORATED BY REFERENCE HEREIN.

THIS OFFER TO PURCHASE DOES NOT CONSTITUTE AN OFFER TO PURCHASE IN ANY JURISDICTION, DOMESTIC OR FOREIGN, IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER UNDER APPLICABLE SECURITIES OR "BLUE SKY" LAWS.

THIS OFFER TO PURCHASE AND THE ACCOMPANYING LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION WHICH SHOULD BE READ BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Any Holder who desires to tender Notes and who holds physical certificates evidencing such Notes must complete and sign the accompanying Letter of Transmittal (or a manually signed facsimile thereof) in accordance with the instructions therein, have the signature thereon guaranteed (if required by Instruction 2 of the Letter of Transmittal) and deliver such manually signed Letter of Transmittal (or a manually signed facsimile thereof), together with certificates evidencing such Notes being tendered and any other required documents to the Depositary, at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time. Only Holders — i.e., record owners, as reflected on the Company's registry of ownership— are entitled to tender Notes.

A beneficial owner of the Notes that are held of record by a broker, dealer, commercial bank, trust company or other nominee must instruct such broker, dealer, commercial bank, trust company or other nominee to tender the Notes on the beneficial owner's behalf. The Depository Trust Company ("*DTC*") has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders. The Depositary and DTC have confirmed that the Offer is eligible for DTC's Automated Tender Offer Program ("*ATOP*"). Accordingly, to effect such a tender of Notes, DTC participants must tender their Notes to DTC through ATOP and follow the procedures set forth in "Procedures for Tendering and Withdrawing Notes — Notes Held Through DTC." Holders desiring to tender their Notes on the day when the Expiration Time occurs should be aware that they must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC on such day.

Tendering Holders will not be obligated to pay brokerage fees or commissions or the fees and expenses of the Dealer Managers, the Information Agent or the Depositary. See "Dealer Managers, Information Agent and Depositary."

There are no guaranteed delivery provisions provided for by the Company in connection with the Offer under the terms of this Offer to Purchase or any other related documents. Holders must tender their Notes in accordance with the procedures set forth herein and in the Letter of Transmittal.

TABLE OF CONTENTS

SUMMARY TERM SHEET

The following summary is qualified in its entirety by reference to, and should be read in connection with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase. Each of the capitalized terms used in this Summary and not defined herein has the meaning set forth elsewhere in this Offer to Purchase.

The Company	Lamar Advertising Company, a Delaware corporation.
The Notes	2 7/8% Convertible Notes due 2010 — Series B of the Company. See "Impact of the Offer on Rights of the Holders of the Notes."
The Offer	The Company is offering to purchase, upon the terms and subject to the conditions described herein and in the Letter of Transmittal, any and all of the Notes validly tendered and not validly withdrawn prior to the Expiration Time, in each case for the Consideration and Accrued Interest for such Notes on the Payment Date. See "The Offer."
Purpose of the Offer; Source and Amount of Funds	The purpose of the Offer is to purchase Notes in order to retire the debt associated with the Notes. The Company will fund purchases pursuant to the Offer from funds to be distributed to the Company by its subsidiary, Lamar Media Corp. ("*Lamar Media*"), following completion of Lamar Media's senior note offering. See "The Offer — Purpose of the Transaction" and "The Offer — Source and Amount of Funds."
Consideration; Accrued Interest	The Consideration offered is cash in an amount equal to $920 per $1,000 principal amount of Notes purchased in the Offer. If a Holder validly tenders and does not validly withdraw its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay such Holder the Consideration and Accrued Interest for such Notes on the Payment Date. With respect to any Notes purchased in the Offer, "*Accrued Interest*" means unpaid interest accrued on such Notes pursuant to their terms up to but not including the Payment Date. See "The Offer — Consideration; Accrued Interest."
Payment Date	The Payment Date for the Offer is expected to be promptly after the Expiration Time. See "Acceptance for Payment and Payment."
Expiration Time	The Offer will expire at 12:00 midnight, New York City time, at the end of April 17, 2009, unless extended by the Company. See "The Offer — Expiration Time; Extension; Amendment; Termination."
Withdrawal Rights	Tendered Notes may be withdrawn by Holders at any time prior to the Expiration Time. After the Expiration Time, tendered Notes may not be withdrawn except in the limited circumstances described herein. See "Procedures for Tendering and Withdrawing Notes — Withdrawal of Tenders; Absence of Appraisal Rights."
Conditions to the Offer	Notwithstanding any other provision of the Offer, the Company's obligation to accept for payment, and pay for, any Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned on satisfaction of all the conditions described herein. The Company expressly reserves the right, in its sole discretion but subject to applicable law, to (i) terminate the Offer prior to the Expiration Time and not accept for payment any Notes tendered in the Offer,

	(ii) waive any and all of the conditions of the Offer prior to any acceptance for payment for Notes, (iii) extend the Expiration Time or (iv) amend the terms of the Offer. The Company also reserves the right, in its sole discretion, to delay the acceptance for payment for Notes tendered in the Offer, or to delay the payment for Notes so accepted, in order to permit any or all conditions of the Offer to be satisfied or waived or to comply in whole or in part with any applicable law, subject in each case, however, to Rules 13e-4 and 14e-1 under the Exchange Act, which require that an offeror pay the consideration offered or return the securities deposited by or on behalf of the holders thereof promptly after the termination or withdrawal of a tender offer. See "Conditions to the Offer."
Procedures for Tendering and Withdrawing Notes	Any Holder who desires to tender Notes pursuant to the Offer and holds physical certificates evidencing such Notes must complete and sign the related Letter of Transmittal (or a manually signed facsimile thereof) in accordance with the instructions set forth therein, have the signature thereon guaranteed if required by Instruction 2 of the Letter of Transmittal and deliver such manually signed Letter of Transmittal (or such manually signed facsimile), together with the certificates evidencing the Notes being tendered and any other required documents, to the Depositary prior to the Expiration Time. Only a person who is the record owner of a Note, as reflected in the Company's registry of ownership, is the Holder of that Note and is entitled to tender that Note in the Offer. Beneficial owners of Notes who hold their interests through a nominee or other person are not the Holders of those Notes and, if they wish such Notes to be tendered in the Offer, they must arrange for the Holders to effect the tender for them. Any beneficial owner who holds Notes in book-entry form through DTC and who desires that the Notes be tendered should request the owner's broker, dealer, commercial bank, trust company or other nominee to effect the transaction for the owner prior to the Expiration Time. See "Procedures for Tendering and Withdrawing Notes — Notes Held by Record Holders." Holders of Notes who are tendering by book-entry transfer to the Depositary's account at DTC must execute the tender through ATOP. DTC Participants (as defined herein) that are accepting the Offer must transmit their acceptance to DTC, which will verify the acceptance and execute a book-entry delivery to the Depositary's account at DTC. DTC will then send an Agent's Message (as defined herein) to the Depositary for its acceptance. Delivery of the Agent's Message by DTC will satisfy the terms of the Offer as to the tender of Notes. See "Procedures for Tendering and Withdrawing Notes — Notes Held Through DTC."
Untendered and/or Unpurchased Notes	Notes not tendered and/or accepted for payment pursuant to the Offer will remain outstanding. Although the Company has no obligation to do so, the Company may effect a satisfaction and discharge of the indenture governing the Notes or otherwise purchase the untendered Notes in any lawful manner available to the Company. See "Additional Considerations Concerning the Offer."

Acceptance for Payment and Payment	Upon the terms and subject to the conditions set forth herein and in the Letter of Transmittal, the Company will, promptly after the Expiration Time, accept for payment any and all outstanding Notes validly tendered and not validly withdrawn prior to the Expiration Time. If a Holder validly tenders and does not validly withdraw its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay such Holder the Consideration and Accrued Interest for such Notes on the Payment Date. Payments for Notes accepted for payment will be made on the Payment Date by the deposit of immediately available funds by the Company with the Depositary. The Depositary will act as agent for the tendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders. Any Notes validly tendered and accepted for payment pursuant to the Offer will be cancelled. Any Notes tendered but not accepted for payment pursuant to the Offer will be returned to the Holders promptly after the Expiration Time. See “Acceptance for Payment and Payment.”
Material U.S. Federal Income Tax Consequences	For a discussion of material U.S. federal income tax consequences relating to the Offer, see “Material U.S. Federal Income Tax Consequences.”
Dealer Managers	J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC
Depositary	Global Bondholder Services Corporation
Information Agent	Global Bondholder Services Corporation

ABOUT THE COMPANY

Lamar Advertising Company, referred to herein as the "Company" or "Lamar Advertising" or "we" is one of the largest outdoor advertising companies in the United States based on number of displays and has operated under the Lamar name since 1902. As of December 31, 2008, we owned and operated approximately 159,000 billboard advertising displays in 44 states, Canada and Puerto Rico, over 100,000 logo advertising displays in 19 states and the province of Ontario, Canada, and over 29,000 transit advertising displays in 17 states, Canada and Puerto Rico. We offer our customers a fully integrated service, satisfying all aspects of their billboard display requirements from ad copy production to placement and maintenance. The three principal areas that make up our business are:

- *Billboard advertising.* We offer our customers a fully integrated service, satisfying all aspects of their billboard display requirements from ad copy production to placement and maintenance. Our billboard advertising displays are comprised of bulletins and posters. As a result of their greater impact and higher cost, bulletins are usually located on major highways. Posters are usually concentrated on major traffic arteries or on city streets to target pedestrian traffic.
- *Logo signs.* We are the largest provider of logo sign services in the United States, operating 19 of the 25 privatized state logo sign contracts. Logo signs are erected near highway exits to direct motor traffic to service and tourist attractions, as well as to advertise gas, food, camping and lodging.
- *Transit advertising.* We provide transit advertising in 66 transit markets. Transit displays appear on the exterior or interior of public transportation vehicles or stations, such as buses, trains, commuter rail, subways, platforms and terminals.

Recent Developments

Lamar Media is currently in the process of seeking an amendment to its senior credit facility. Although the terms of the amendment have not been finalized, we currently expect that the amendment would, among other things, (i) provide for the payment by Lamar Media of customary consent fees to lenders that consent to the amendment, (ii) reduce the amount of revolving commitments under Lamar Media's senior credit facility to a level to be determined, (iii) increase interest margins under Lamar Media's senior credit facility, (iv) increase the maximum permitted total leverage ratio under Lamar Media's financial maintenance covenants to levels to be determined, (v) impose a new total senior leverage ratio maintenance covenant at a level to be determined, (vi) impose additional restrictions on Lamar Media's ability to make payments on our equity interests or in respect of other indebtedness and (vii) provide security in a material portion of the assets of Lamar Media and the guarantors of the senior notes to be issued by Lamar Media. We can provide no assurance that Lamar Media will be successful in obtaining the required consents of its lenders for the amendments on terms that may be acceptable to Lamar Media, or at all.

THE OFFER

Introduction

The Company hereby offers, upon the terms and subject to the conditions set forth in this Offer to Purchase and the Letter of Transmittal, to purchase for cash any and all of the Notes that are validly tendered and not validly withdrawn prior to the Expiration Time for the Consideration of $920 per $1,000 principal amount of the Notes so purchased, plus Accrued Interest on such Notes.

Upon the terms and subject to the satisfaction or waiver of all conditions set forth herein and in the Letter of Transmittal, the Company will, promptly after the Expiration Time, accept for payment any and all Notes validly tendered and not validly withdrawn prior to the Expiration Time. If a Holder validly tenders its Notes prior to the Expiration Time and does not validly withdraw its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay such Holder the Consideration and Accrued Interest for such Notes on the Payment Date.

Notes accepted for payment pursuant to the Offer will be accepted only in principal amounts of $1,000 or an integral multiple thereof.

Consideration; Accrued Interest

The Consideration for the Notes accepted for payment will be paid on the Payment Date, which is expected to be promptly after the Expiration Time. Such payments will be made by the deposit of immediately available funds by the Company with the Depositary. The Depositary will act as agent for the tendering Holders for the purpose of receiving payments from the Company and transmitting such payments to such Holders. See “Acceptance for Payment and Payment.”

Tenders of Notes pursuant to the Offer may be validly withdrawn at any time prior to the Expiration Time by following the procedures described herein. If Holders validly withdraw previously tendered Notes, such Holders will not receive the Consideration, unless such Notes are validly retendered and not again withdrawn prior to the Expiration Time (and the Company accepts the Notes for payment, upon the terms and subject to the conditions of the Offer).

Holders whose Notes are accepted for payment pursuant to the Offer will be entitled to receive Accrued Interest on those Notes — i.e., unpaid interest that has accrued on those Notes pursuant to their terms to but excluding the Payment Date. Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes.

Expiration Time; Extension; Amendment; Termination

The term “*Expiration Time*” means 12:00 midnight, New York City time, at the end of April 17, 2009 unless and until the Company shall, in its sole discretion, have extended this period, in which event the term “*Expiration Time*” shall mean the new time and date as determined by the Company. The Company may extend the Expiration Time for any purpose, including to permit the satisfaction or waiver of all conditions to the Offer or for any other reason. In order to extend the Expiration Time, the Company will notify DTC and will make a public announcement prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Time. Any such announcement will state that the Company is extending the Offer for a specified period or on a daily basis. Without limiting the manner in which the Company may choose to make a public announcement of any extension of the Offer, the Company will not, unless required by law, have any obligation to publish, advertise or otherwise communicate any such public announcement, other than issuing a timely press release.

The Company’s obligation to accept for payment, and pay for, any Notes validly tendered and not validly withdrawn prior to the Expiration Time is conditioned on satisfaction of all the conditions described herein. See “Conditions to the Offer.”

The Company expressly reserves the right, in its sole discretion but subject to applicable law, to (i) terminate the Offer prior to the Expiration Time and not accept for payment any Notes tendered in the Offer, (ii) waive any and

all of the conditions of the Offer prior to any acceptance for payment for Notes, (iii) extend the Expiration Time or (iv) amend the terms of the Offer. Any extension, termination, waiver or amendment will be followed as promptly as practicable by a public announcement thereof. Without limiting the manner in which the Company may choose to make such announcement, the Company shall not, unless required by law, have any obligation to publish, advertise or otherwise communicate any such announcement other than by issuing a press release.

If the Company extends the Offer or delays its acceptance for payment, or its payment, for any Notes tendered in the Offer for any reason, then, without prejudice to the Company's rights under the Offer, the Depositary may retain tendered Notes on behalf of the Company. However, the ability of the Company to delay acceptance for payment, or payment, for Notes that are validly tendered and not withdrawn prior to the Expiration Time is limited by Rules 13e-4 and 14e-1(c) under the Exchange Act, which require that an offeror pay the consideration offered or return the securities deposited by or on behalf of Holders promptly after the termination or withdrawal of a tender offer.

If the Company makes a material change in the terms and conditions of the Offer or the information concerning the Offer, the Company will disseminate additional offering materials and extend the Offer to the extent required by law, including Rule 13e-4 under the Exchange Act.

Purpose of the Transaction

The purpose of the Offer is to repurchase Notes in order to retire the debt associated with the Notes. Any Notes we purchase in the Offer will be cancelled.

Source and Amount of Funds

The total amount of funds required to purchase all of the outstanding $287,209,000 aggregate principal amount of the Notes at a price equal to $920 per $1,000 principal amount, to pay all accrued and unpaid interest on such Notes and to pay all anticipated fees and expenses in connection therewith is expected to be approximately $268.5 million. The Company will fund purchases pursuant to the Offer from proceeds of the sale of Senior Notes by Lamar Media, as described below.

On March 20, 2009, Lamar Media entered into a purchase agreement with certain investors (the "*Purchase Agreement*") in connection with the sale of $350 million aggregate principal amount ($314.9 million gross proceeds) of 9.75% senior notes due 2014 (the "*Senior Notes*") in a private placement under Rule 144A and Regulation S of the Securities Act of 1933, as amended, which will be governed by an indenture between Lamar Media and the Bank of New York Mellon (the "*Notes Offering*"). We expect that the net proceeds from the Notes Offering will be approximately $306.5 million. The net proceeds will be distributed to the Company prior to the Purchase Date. We intend to use these net proceeds of the Notes Offering to purchase Notes validly tendered and not validly withdrawn pursuant to the Offer and accepted for payment.

Substantially all of Lamar Media's existing and future domestic subsidiaries will unconditionally guarantee the Senior Notes. The Senior Notes will be Lamar Media's general unsecured obligations and will rank senior to all of Lamar Media's future debt that is expressly subordinated in right of payment to the Senior Notes. The Senior Notes will rank equally with all of Lamar Media's existing and future liabilities that are not so subordinated and will be effectively subordinated to all of Lamar Media's secured debt (to the extent of the value of the collateral securing such debt), including Lamar Media's senior credit facility, and structurally subordinated to all of the liabilities of any of Lamar Media's subsidiaries that do not guarantee the Senior Notes.

Lamar Media may redeem some or all of the Senior Notes at any time prior to April 1, 2014 at a price equal to 100% of the principal amount plus a make-whole premium and accrued interest. Lamar Media may also redeem up to 35% of the aggregate principal amount of the Senior Notes using the proceeds from certain public equity offerings completed before April 1, 2012 so long as at least 65% of the aggregate principal amount of Senior Notes originally issued remains outstanding. If Lamar Media or the Company experience specific kinds of changes of control or Lamar Media sells assets under certain circumstances, Lamar Media will be required to make an offer to purchase the Senior Notes. Subject to certain exceptions and qualifications, the indenture governing the Senior

Notes will restrict Lamar Media and certain of its subsidiaries from, among other things, incurring additional debt, making certain distributions and other restricted payments and selling assets.

The Notes Offering is scheduled to close on or about March 27, 2009; however, the closing is subject to certain conditions set forth in the Purchase Agreement, including, among others, the condition that no event or condition has occurred that in the reasonable judgment of the investors, is so material and adverse as to make it impracticable or inadvisable to proceed with the Notes Offering, and the condition that no downgrading shall have occurred in the rating accorded the Senior Notes or any other debt securities or preferred stock issued or guaranteed by Lamar Media or any of the guarantors of the Senior Notes. In addition, if the Notes Offering closes, but Lamar Media violates certain covenants under its senior credit facility or one of its indentures prior to distributing the net proceeds to the Company, Lamar Media will be prohibited from making this distribution. We will not be required to accept for purchase any tendered Notes, or pay the purchase price, if we do not receive the proceeds of the Notes Offering. We refer to this condition as the Refinancing Condition. We cannot assure you that the proposed Notes Offering will be successful, and we reserve the right to waive any and all conditions of the Offer on or prior to the Expiration Date.

This summary of the Purchase Agreement and the terms of the Senior Notes is qualified in its entirety by the terms of the Purchase Agreement and the indenture governing the Senior Notes, each of which will be filed as an exhibit to the Schedule TO and incorporated herein. We have no plans or arrangements to refinance or repay the Senior Notes, and no alternative financing arrangements or plans have been made in the event the financing described above is not available as anticipated.

PROCEDURES FOR TENDERING AND WITHDRAWING NOTES

The tender of Notes pursuant to the Offer and in accordance with the procedures described below will constitute a valid tender of Notes. If a Holder validly tenders its Notes prior to the Expiration Time and does not validly withdraw its Notes prior to the Expiration Time and the Company accepts such Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay such Holder the Consideration and Accrued Interest for such Notes on the Payment Date. Any Notes tendered and validly withdrawn prior to the Expiration Time will be deemed not to have been validly tendered.

Tendering Notes

The tender of Notes pursuant to any of the procedures described in this Offer to Purchase and set forth in the Letter of Transmittal will constitute a binding agreement between the tendering Holder and the Company upon the terms and subject to the conditions of the Offer. The valid tender of Notes will constitute the agreement of the Holder to deliver good and marketable title to all tendered Notes, free and clear of all liens, charges, claims, encumbrances, interests and restrictions of any kind.

UNLESS THE NOTES BEING TENDERED ARE DEPOSITED BY THE HOLDER INTO THE DEPOSITARY'S ACCOUNT AT DTC PRIOR TO THE EXPIRATION TIME (ACCOMPANIED BY A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL), THE COMPANY MAY, AT ITS OPTION, REJECT SUCH TENDER. PAYMENT FOR NOTES WILL BE MADE ONLY AGAINST DEPOSIT OF VALIDLY TENDERED NOTES AND DELIVERY OF ALL OTHER REQUIRED DOCUMENTS.

Only registered Holders of Notes are authorized to tender their Notes pursuant to the Offer. Accordingly, to properly tender Notes or cause Notes to be tendered, the following procedures must be followed:

Notes Held Through DTC

With regard to Notes held in book-entry form through DTC, DTC or its nominee is the sole registered owner — and thus the sole Holder — of those Notes. Beneficial owners of Notes held through a participant (a "*DTC Participant*") of DTC (*i.e.*, a custodian bank, depositary, broker, trust company or other nominee) are not Holders of the Notes, and any such beneficial owner that wishes its Notes to be tendered in the Offer must instruct the DTC Participant through which its Notes are held to cause its Notes to be tendered and delivered to the Depositary in accordance with DTC's ATOP procedures as described in this Offer to Purchase. Beneficial owners and DTC

Participants desiring that Notes be tendered on the day on which the Expiration Time is to occur should be aware that they must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC on such day.

The Depositary and DTC have confirmed that the Offer is eligible for ATOP. Pursuant to an authorization given by DTC to DTC Participants, each DTC Participant that holds Notes through DTC and chooses to accept the Offer must transmit its acceptance through ATOP, and DTC will then edit and verify the acceptance, execute a book-entry delivery to the Depositary's account at DTC and send an Agent's Message (as defined below) to the Depositary for its acceptance. The Depositary will (promptly after the date of this Offer to Purchase) establish accounts at DTC for purposes of the Offer with respect to Notes held through DTC, and any financial institution that is a DTC Participant may make book-entry delivery of Notes into the Depositary's account through ATOP. However, although delivery of the Notes may be effected through book-entry transfer into the Depositary's account through ATOP, an Agent's Message in connection with such book-entry transfer and any other required documents must be, in any case, transmitted to and received by the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time. Delivery of documents to DTC does not constitute delivery to the Depositary. The confirmation of a book-entry transfer into the Depositary's account at DTC as described above is referred to herein as a "*Book-Entry Confirmation*."

The term "*Agent's Message*" means a message transmitted by DTC to, and received by, the Depositary and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from each DTC Participant tendering through ATOP that such DTC Participant has received a Letter of Transmittal and agrees to be bound by the terms of the Letter of Transmittal and that the Company may enforce such agreement against such DTC Participant.

All Notes currently held through DTC have been issued in the form of global notes registered in the name of Cede & Co., DTC's nominee (the "*Global Notes*"). At or as of the close of business on the first business day after the Payment Date, the aggregate principal amount of the Global Notes will be reduced to represent the aggregate principal amount of the Notes, if any, held through DTC and not tendered pursuant to the Offer.

Notes Held by Record Holders

For any Notes not held in book-entry form through DTC to be tendered, the Holder of the Note — i.e., the record owner of the Note as reflected in the Company's register of Notes — must complete and sign the Letter of Transmittal, and deliver such Letter of Transmittal and any other documents required by the Letter of Transmittal, together with certificate(s) representing all such tendered Notes, to the Depositary at its address set forth on the back cover of this Offer to Purchase prior to the Expiration Time.

BENEFICIAL OWNERS OF NOTES — I.E., THOSE WHO HOLD INTERESTS IN THE NOTES THROUGH A BANK, BROKER OR OTHER NOMINEE OR THROUGH DTC — ARE NOT HOLDERS OF THEIR NOTES; ONLY THE NOMINEES OF THOSE PERSONS (OR DTC) IN WHOSE NAME THE NOTES ARE REGISTERED ON THE COMPANY'S REGISTER OF NOTES ARE THE HOLDERS OF THE NOTES AND MAY TENDER THE NOTES IN THE OFFER.

All signatures on the Letter of Transmittal must be guaranteed by a recognized participant in the Securities Transfer Agents Medallion Program, the NYSE Medallion Signature Program or the Stock Exchange Medallion Program (each, an "*Eligible Institution*"); *provided*, *however*, that signatures on the Letter of Transmittal need not be guaranteed if such Notes are tendered for the account of an Eligible Institution. See Instruction 2 of the Letter of Transmittal. If a Letter of Transmittal or any Note is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person must so indicate when signing, and proper evidence satisfactory to the Company of the authority of such person so to act must be submitted.

Lost or Missing Certificates

If a Holder desires to tender Notes pursuant to the Offer, but the certificates representing such Notes have been mutilated, lost, stolen or destroyed, such Holder should contact the Depositary for further instructions at the address or telephone number set forth herein. See Instruction 10 of the Letter of Transmittal.

Backup U.S. Federal Income Tax Withholding

Under the "backup withholding" provisions of U.S. federal income tax law, unless a beneficial owner, or such beneficial owner's assignee (in either case, the "*Payee*"), satisfies the conditions described in Instruction 8 of the Letter of Transmittal or is otherwise exempt, the aggregate Consideration and Accrued Interest may be subject to backup withholding at a rate of 28%. To prevent backup withholding, each U.S. Holder (as defined below in "Material U.S. Federal Income Tax Consequences") should complete and sign the Substitute Form W-9 provided in the Letter of Transmittal. Each Non-U.S. Holder (as defined below in "Material U.S. Federal Income Tax Consequences") must submit the appropriate completed IRS Form W-8 (generally Form W-8BEN for a Non-U.S. Holder) to avoid backup withholding. See Instruction 8 of the Letter of Transmittal.

Effect of Letter of Transmittal

Subject to, and effective upon, the acceptance for payment of, and payment for, the Notes tendered thereby, by executing and delivering a Letter of Transmittal a tendering Holder of Notes (i) irrevocably sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all the Notes tendered thereby, (ii) waives any and all rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the indenture under which the Notes were issued), (iii) releases and discharges the Company from any and all claims such Holder may have now, or may have in the future arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes, to convert the Notes into Class A common stock, cash or a combination of Class A common stock and cash, to participate in any redemption or defeasance of such Notes or be entitled to any of the benefits under the indenture under which the Notes were issued; and (iv) irrevocably constitutes and appoints the Depositary as the true and lawful agent and attorney-in-fact of such Holder with respect to any such tendered Notes (with full knowledge that the Depositary also acts as the agent of the Company) with respect to such Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) deliver certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company, (b) present such Notes for transfer on the relevant security register, (c) receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depositary will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the Consideration and Accrued Interest for any tendered Notes that are purchased by the Company) and (d) deliver to the Company the Letter of Transmittal, all upon the terms and subject to the conditions of the Offer.

Determination of Validity

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of Notes pursuant to the procedures described in this Offer to Purchase and the Letter of Transmittal and the form and validity of all documents will be determined by the Company in its sole discretion, which determination will be final and binding on all parties. The Company reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of or payment for which may, upon the advice of counsel for the Company, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Offer and any defect or irregularity in the tender of any particular Notes. The Company's interpretation of the terms and conditions of the Offer (including, without limitation, the instructions in the Letter of Transmittal) will be final and binding. The Company is not obligated and does not intend to accept any alternative, conditional or contingent tenders. Unless waived, any irregularities in connection with tenders must be cured within such time as the Company shall determine. None of the Company or any of its affiliates or assigns, the Depositary, the Information Agent, the Dealer Managers or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur

any liability to a Holder for failure to give such notification. Tenders of Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Notes received by the Depositary that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Depositary to the tendering Holders, unless otherwise provided in the Letter of Transmittal, as promptly as practical following the Expiration Time.

LETTERS OF TRANSMITTAL AND NOTES MUST BE SENT ONLY TO THE DEPOSITARY. DO NOT SEND LETTERS OF TRANSMITTAL OR NOTES TO THE COMPANY, THE DEALER MANAGERS OR THE INFORMATION AGENT.

THE METHOD OF DELIVERY OF NOTES AND LETTERS OF TRANSMITTAL, ANY REQUIRED SIGNATURE GUARANTEES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC AND ANY ACCEPTANCE THROUGH ATOP, IS AT THE ELECTION AND RISK OF THE PERSONS TENDERING AND DELIVERING LETTERS OF TRANSMITTAL AND, EXCEPT AS OTHERWISE PROVIDED IN THE LETTER OF TRANSMITTAL, DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, IT IS SUGGESTED THAT THE HOLDER USE PROPERLY INSURED, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, AND THAT THE MAILING BE MADE SUFFICIENTLY IN ADVANCE OF THE EXPIRATION TIME TO PERMIT DELIVERY TO THE DEPOSITARY PRIOR TO THE EXPIRATION TIME.

No Guaranteed Delivery

There are no guaranteed delivery provisions provided for by the Company in connection with the Offer under the terms of this Offer to Purchase or any other related documents. Holders must tender their Notes in accordance with the procedures set forth above.

Withdrawal of Tenders; Absence of Appraisal Rights

Except as otherwise provided herein, tenders of Notes pursuant to the Offer are irrevocable. Withdrawal of Notes by Holders may only be accomplished in accordance with the following procedures.

Holders may withdraw Notes tendered in the Offer at any time prior to the Expiration Time. Thereafter, such tenders may be withdrawn after the 40th business day following the commencement of the Offer, in accordance with Rule 13e-4(f) of the Exchange Act, unless such Notes have been accepted for payment as provided in this Offer to Purchase. If the Company extends the Offer, is delayed in its acceptance for payment of Notes or is unable to purchase Notes validly tendered under the Offer for any reason, then, without prejudice to the Company's rights under such Offer, the Depositary may nevertheless, on the Company's behalf, retain tendered Notes, and such Notes may not be withdrawn except to the extent that the Holder is entitled to withdrawal rights described herein.

For a withdrawal of a tender of Notes to be effective, a written or facsimile transmission notice of withdrawal must be received by the Depositary prior to the Expiration Time, by mail, or hand delivery or by a properly transmitted "Request Message" through ATOP.

Any such notice of withdrawal must (i) specify the name of the person who tendered the Notes to be withdrawn and the name in which those Notes are registered (or, if tendered by a book-entry transfer, the name of the participant in DTC whose name appears on the security position listing as the owner of such Notes), if different from that of the person who deposited the Notes, (ii) contain the description of the Notes to be withdrawn, the certificate number or numbers of such Notes, unless such Notes were tendered by book-entry delivery, and the aggregate principal amount represented by such Notes, (iii) unless transmitted through ATOP, be signed by the Holder thereof in the same manner as the original signature on such Holder's Letter of Transmittal, including any required signature guarantee(s), or be accompanied by documents of transfer sufficient to have the applicable Note trustee register the transfer of the Notes into the name of the person withdrawing such Notes and (iv) if the Letter of Transmittal was executed by a person other than the registered Holder, be accompanied by a properly completed irrevocable proxy that authorized such person to effect such withdrawal on behalf of such Holder.

The Company will determine, in its sole discretion, all questions as to the form and validity (including time of receipt) of any notice of withdrawal, and its determination will be final and binding on all parties. No withdrawal of Notes shall be deemed to have been properly made until all defects and irregularities have been cured or waived. None of the Company or any of its affiliates or assigns, the Depositary, the Information Agent, the Dealer Managers or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification. Withdrawals of tenders of Notes may not be rescinded, and any Notes properly withdrawn will be deemed not to have been validly tendered for purposes of the Offer. However, Holders may retender withdrawn Notes by following one of the procedures for tendering Notes described herein at any time prior to the Expiration Time.

There are no appraisal or other similar statutory rights available to Holders in connection with the Offer.

ACCEPTANCE FOR PAYMENT AND PAYMENT

Upon the terms and subject to the conditions set forth herein and in the Letter of Transmittal, the Company will, promptly after the Expiration Time, accept for payment any and all outstanding Notes validly tendered (or defectively tendered, if such defect has been waived by the Company) and not validly withdrawn pursuant to the Offer prior to the Expiration Time. The Payment Date is expected to be promptly after the Expiration Time. Any Notes so tendered and accepted for payment pursuant to the Offer will be cancelled.

The Company, at its option, may elect to extend an Expiration Time to a later date and time announced by the Company, provided that public announcement of that extension will be made not later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Time.

The Company expressly reserves the right, in its sole discretion, to terminate the Offer and not accept for payment any Notes tendered in the Offer if any of the conditions set forth under “Conditions to the Offer” shall not have been satisfied or waived by the Company or in order to comply in whole or in part with any applicable law. In addition, the Company expressly reserves the right, in its sole discretion, to delay acceptance for payment, or payment, for Notes tendered in the Offer in order to permit any or all of those conditions to be satisfied or waived or to comply in whole or in part with any applicable law, subject in each case, however, to Rules 13e-4 and 14e-1(c) under the Exchange Act (which require that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer). In all cases, payment for Notes accepted for payment pursuant to the Offer will be made only after timely receipt by the Depositary of certificates representing such Notes (or confirmation of book-entry transfer thereof), a properly completed and duly executed Letter of Transmittal (or a manually signed facsimile thereof or satisfaction of DTC’s ATOP procedures) on or before the Expiration Time, and any other documents required thereby.

Upon the terms and subject to the conditions set forth herein and in the Letter of Transmittal, after the Expiration Time, the Company will be deemed to have accepted for payment, and thereby purchased, all Notes validly tendered and not validly withdrawn prior to such Expiration Time as, if and when the Company gives written notice to the Depositary of its acceptance for payment of such Notes. On the Payment Date, the Company will deposit the Consideration and Accrued Interest with DTC, in the case of Notes tendered by book-entry transfer, or with the Depositary, in the case of Notes tendered in the form of physical certificates. DTC or the Depositary, as applicable, will thereafter transmit to the Holders of Notes accepted for payment the Consideration and Accrued Interest.

If the Company extends the Offer or delays its acceptance for payment, or payment, for Notes tendered in the Offer for any reason, then, without prejudice to the Company’s rights under the Offer, the Depositary may retain tendered Notes on behalf of the Company. However, the ability of the Company to delay such acceptance or payment is limited by Rules 13e-4 and 14e-1(c) under the Exchange Act as described above.

The Company reserves the right to transfer or assign, in whole or from time to time in part, to one or more of its affiliates, the right to purchase all or any portion of the Notes tendered pursuant to the Offer, but any such transfer or assignment will not relieve the Company of its obligations under the Offer and will in no way prejudice the rights of a tendering Holder to receive payment for its Notes validly tendered and accepted for payment pursuant to such Offer.

Holders whose Notes are accepted for payment pursuant to the Offer will be entitled to Accrued Interest on those Notes. **UNDER NO CIRCUMSTANCES WILL ANY ADDITIONAL INTEREST BE PAYABLE BECAUSE OF ANY DELAY IN THE TRANSMISSION OF FUNDS TO THE HOLDERS OF PURCHASED NOTES.**

Tendering Holders of Notes will not be required to pay brokerage commissions or fees with respect to the tendering of Notes pursuant to the Offer.

If the Offer is terminated or the Notes are validly withdrawn prior to the Expiration Time, or the Notes are not accepted for payment, the Consideration will not be paid or become payable. If any tendered Notes are not purchased pursuant to the Offer for any reason, or certificates are submitted evidencing more Notes than are tendered, such Notes not purchased will be returned, without expense, to the tendering Holder (or, in the case of Notes tendered by book-entry transfer, such Notes will be credited to the account maintained at DTC from which those Notes were delivered), unless otherwise requested by such Holder Under “A. Special Issuance/Delivery Instructions” in the Letter of Transmittal, promptly following the Expiration Time or termination of the Offer.

CONDITIONS TO THE OFFER

Notwithstanding any other provision of the Offer, the Company’s obligation to accept for payment, and pay for, any Notes validly tendered and not validly withdrawn pursuant to the Offer is conditioned on satisfaction of all the conditions to the Offer. The Offer does not have as a condition that a minimum principal amount of Notes be tendered.

Refinancing Condition. The Offer is conditioned upon the receipt of proceeds from the Notes Offering. See “The Offer — Source and Amount of Funds.”

General Conditions. In addition, the Offer is conditioned upon none of the following having occurred:

- in our reasonable judgment, there has been threatened or instituted or is pending any action, suit or proceeding by any government or any governmental, regulatory, self-regulatory or administrative authority, tribunal or other body, or by any other person, domestic, foreign or supranational, before any court, authority, tribunal or other body that directly or indirectly:
  - challenges or seeks to make illegal, or seeks to delay, restrict, prohibit or otherwise affect the consummation of the Offer or the acquisition of some or all of the Notes pursuant to the Offer; or
  - could materially and adversely affect the business, condition (financial or otherwise), income, operations, property or prospects of the Company and its subsidiaries, taken as a whole, or otherwise materially impair our ability to purchase some or all of the Notes pursuant to the Offer;
- in our reasonable judgment, any statute, rule, regulation, judgment, order or injunction, including any settlement or the withholding of any approval, has been threatened, invoked, proposed, sought, promulgated, enacted, entered, amended, enforced, interpreted or otherwise deemed to apply by any court, government or governmental, regulatory, self-regulatory or administrative authority, tribunal or other body, domestic, foreign or supranational, in any manner that directly or indirectly:
  - could make the acceptance for payment, or payment, for some or all of the Notes illegal or otherwise delay, restrict, prohibit or otherwise affect the consummation of the Offer;
  - could delay or restrict our ability, or render us unable, to accept for payment or pay for some or all of the Notes to be purchased pursuant to the Offer; or
  - could materially and adversely affect the business, condition (financial or otherwise), income, operations, property or prospects of the Company or its subsidiaries, taken as a whole;
- in our reasonable judgment, there has occurred any of the following:
  - any general suspension of trading in, or limitation on prices for, securities on any United States national securities exchange or in the over-the-counter market;

- the declaration of a banking moratorium or any suspension of payments in respect of banks in the United States, whether or not mandatory;
- the commencement of any war, armed hostilities or other international or national calamity, including any act of terrorism, on or after March 23, 2009;
- any material escalation of any war or armed hostilities which had commenced before March 23, 2009;
- any limitation, whether or not mandatory, imposed by any governmental, regulatory, self-regulatory or administrative authority, tribunal or other body, or any other event, that could materially affect the extension of credit by banks or other lending institutions in the United States;
- any change in the general political, market, economic or financial conditions, domestically or internationally, that could materially and adversely affect the business, condition (financial or otherwise), income, operations, property or prospects of the Company and its subsidiaries, taken as a whole, or trading in the Notes or in the Company's Class A common stock;
- any change or changes have occurred or are threatened in the business, condition (financial or otherwise), income, operations, property or prospects of the Company or any of its subsidiaries that could have a material adverse effect on the Company and our subsidiaries, taken as a whole, or on the benefits of the Offer to us;
- in the case of any of the foregoing existing at the time of the commencement of the Offer, a material acceleration or worsening thereof; or
- a tender or exchange offer for any or all of our Class A common stock, or any merger, acquisition, business combination or other similar transaction with or involving us or any of our subsidiaries has been made, proposed or announced by any person or has been publicly disclosed.

All of the General Conditions will be deemed to be satisfied unless we determine, in our reasonable judgment, that any of the events listed above has occurred and that, regardless of the circumstances giving rise to the event (including any action or inaction by us), such event makes it inadvisable to proceed with the Offer or with acceptance for payment or payment for the Notes in the Offer. The foregoing conditions are for the sole benefit of the Company and may be asserted by the Company in its sole discretion, regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company) and may be waived by the Company in whole or in part, at any time and from time to time, in the sole discretion of the Company, whether or not any other condition of the Offer is also waived. The failure by the Company at any time to exercise any of the foregoing rights will not be deemed a waiver of any such or other right and each right will be deemed an ongoing right which may be asserted at any time and from time to time unless waived.

The Company expressly reserves the right, in its sole discretion but subject to applicable law, to (i) terminate the Offer prior to the Expiration Time and not accept for payment any Notes tendered in the Offer, (ii) waive any and all of the conditions of the Offer prior to any acceptance for payment for Notes, (iii) extend the Expiration Time or (iv) amend the terms of the Offer. Any extension, termination, waiver or amendment will be followed as promptly as practicable by a public announcement thereof, such announcement in the case of an extension to be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Time. In the event that the Company extends the Offer, the term "Expiration Time" with respect to such extended Offer shall mean the time and date on which the Offer, as so extended, shall expire. Without limiting the manner in which the Company may choose to make such announcement, the Company shall not, unless required by law, have any obligation to publish, advertise or otherwise communicate any such announcement other than by issuing a press release.

IMPACT OF THE OFFER ON RIGHTS OF THE HOLDERS OF THE NOTES

As of March 23, 2009, the Company had outstanding $287,209,000 aggregate principal amount of its 2$^{7}/_{8}$% Convertible Notes due 2010 — Series B. If the Company accepts Notes for payment, upon the terms and subject to the conditions of the Offer, the Company will pay the Holders the Consideration and Accrued Interest for

all Notes purchased from them in the Offer, and thereby such Holders will give up certain rights associated with their ownership of such Notes. Below is a summary of certain rights that such Holders will forgo if such Notes are purchased in the Offer.

The summary below does not purport to describe all of the terms of the Notes. Please refer to the Indenture, filed as Exhibit 4.4 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2003 and incorporated herein by reference, by and between the Company and Wachovia Bank of Delaware, National Association, as trustee, and the Second Supplemental Indenture, filed on July 9, 2007 as Exhibit 4.1 to the Company's Current Report on Form 8-K and incorporated herein by reference, by and between the Company and The Bank of New York Trust Company, N.A., as trustee, for the terms of the Notes. See "Where You Can Find Additional Information."

Interest

Holders of Notes purchased in the Offer will forgo regular semi-annual payments of interest accruing on the principal of the Notes at the rate of $2^{7}/_{8}$% per annum from and after the Payment Date.

Conversion Rights of Holders

Holders of Notes purchased in the Offer will forgo the right to elect to convert those Notes into our Class A common stock, cash or a combination thereof, at the Company's option, under the following circumstances:

- during any calendar quarter, but only during such calendar quarter, if the closing sale price of our Class A common stock for at least 20 trading days in a period of 30 consecutive trading days ending on the last trading day of the preceding calendar quarter is more than 160% of the conversion price per share, which is $1,000 divided by the conversion rate;
- during the five business day period after any five consecutive trading day period in which the trading price per $1,000 principal amount of Notes for each day of that period was less than 98% of the product of the closing sale price of our Class A common stock for each day of that period and the conversion rate;
- if specified distributions to holders of our Class A common stock are made, or specified corporate transactions occur;
- if a Fundamental Change or Change of Control (each as defined in the indenture for the Notes) occurs; or
- during the 10 trading days prior to, but excluding, December 31, 2010, the maturity date of the Notes.

Right of Holders to Receive Principal at Maturity

Holders of Notes purchased in the Offer will forgo the right to receive payment of the full principal amount of those Notes on the maturity date for the Notes. The Notes are scheduled to mature on December 31, 2010, but the maturity is subject to acceleration upon certain events of default.

Right of Holders to Require Repurchase by the Company upon Change in Control

Holders of Notes purchased in the Offer will forgo the right to require the Company to make an offer to repurchase all of the Notes upon the occurrence of a Change in Control (as defined in the indenture for the Notes) of the Company, at a price equal to 100% of the principal amount of the Notes to be purchased plus accrued and unpaid interest to the purchase date.

ADDITIONAL CONSIDERATIONS CONCERNING THE OFFER

The following considerations, in addition to the other information described elsewhere herein or incorporated by reference herein, should be carefully considered by each holder and owner of Notes before deciding whether the Notes should be tendered in the Offer. See "Where You Can Find Additional Information" and "Incorporation of Certain Documents by Reference."

Position of the Company Concerning the Offer

Holders of Notes purchased in the Offer will receive cash in an amount that is substantially less than the principal amount of those Notes and will forgo interest, conversion and other rights associated with these Notes. Neither the Company nor its management or board of directors nor any Dealer Manager, Depositary or the Information Agent makes any recommendation to any Holder or owner of Notes as to whether the Holder should tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendation. Holders and owners are urged to evaluate carefully all information in this Offer to Purchase, consult their own investment and tax advisors and make their own decisions whether to tender Notes, and, if so, the principal amount of Notes to tender.

Tax Treatment of Notes Purchased in the Offer

The receipt of the Consideration in exchange for the Notes will be a taxable transaction to U.S. Holders (as defined below). A U.S. Holder will recognize gain or loss in an amount equal to the difference between (i) the gross amount of the Consideration, other than Accrued Interest, paid to the U.S. Holder in respect of its tendered Notes and (ii) the U.S. Holder's adjusted tax basis in its tendered Notes. Accrued Interest generally will be treated as ordinary income to the extent not previously included in income. Please see "Material U.S. Federal Income Tax Consequences" for a more detailed discussion.

Limited Trading Market for Notes Not Purchased in the Offer

The Notes are not listed on any national or regional securities exchange or quoted on any automated quotation system. To our knowledge, the Notes are traded infrequently in transactions arranged through brokers, and reliable market quotations for the Notes are not available. To the extent that Notes are tendered and accepted for payment pursuant to the Offer, the trading market for Notes that remain outstanding is likely to be more limited. In addition, a debt security with a smaller outstanding principal amount available for trading (a smaller "float") may command a lower price than would a comparable debt security with a larger float. Thus, the market price for Notes that are not tendered and accepted for payment pursuant to the Offer may be affected adversely to the extent that the Offer reduces the float for such Notes. There is no assurance that an active market in the Notes will exist or as to the prices at which the Notes may trade after consummation of the Offer.

Treatment of Notes Not Purchased in the Offer

Notes not tendered and/or accepted for payment in the Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the indenture governing the Notes, will remain unchanged. No amendment to the indenture is being sought. From time to time after the tenth business day following the Expiration Time or other date of termination of the Offer, we or our affiliates may acquire Notes that remain outstanding through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we or they may determine, which may be more or less than the price to be paid pursuant to the Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we or our affiliates will choose to pursue in the future.

MARKET INFORMATION ABOUT THE NOTES

There is no established reporting system or trading market for trading in the Notes. To the extent that the Notes are traded, prices of the Notes may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. To our knowledge, the Notes are traded infrequently in transactions arranged through brokers, and reliable market quotations for the Notes are not available.

Our Class A common stock is listed on the Nasdaq Global Select Market under the symbol "LAMR." The following table sets forth, for the periods indicated, the high and low sale prices per share of our Class A common stock for the periods indicated.

Fiscal Year Ended December 31, 2007	High	Low
First Quarter	$71.54	$60.85
Second Quarter	66.69	59.25
Third Quarter	53.83	47.35
Fourth Quarter	56.52	46.67

Fiscal Year Ended December 31, 2008	High	Low
First Quarter	$48.40	$32.60
Second Quarter	42.64	32.71
Third Quarter	40.99	12.59
Fourth Quarter	30.95	8.67

Fiscal Year ending December 31, 2009	High	Low
First Quarter (through March 20, 2009)	$8.89	$5.35

On March 20, 2009, the last reported sale price of our Class A common stock on the Nasdaq Global Select Market was $8.31 per share.

We had 76,401,592 shares of Class A common stock, $0.001 par value, outstanding as of February 13, 2009. The Company's Class B common stock is not publicly traded and is held of record by members of the Reilly family and the Reilly Family Limited Partnership of which, Kevin P. Reilly, Jr., our President and Chief Executive Officer, is the managing general partner.

HOLDERS ARE URGED TO OBTAIN CURRENT MARKET QUOTATIONS FOR OUR CLASS A COMMON STOCK AND THE NOTES PRIOR TO MAKING ANY DECISION WITH RESPECT TO THE OFFER.

MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a summary of the material U.S. federal income tax consequences of the tender of Notes pursuant to the Offer and the receipt of the Consideration and Accrued Interest. This summary is based upon the Internal Revenue Code of 1986, as amended (the "*Code*"), existing, temporary and proposed Treasury regulations promulgated thereunder, and rulings and administrative and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary assumes that the beneficial owners of the Notes have held their Notes as "capital assets," as defined in the Code.

This summary does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular beneficial owner of Notes in light of the beneficial owner's individual circumstances or to certain types of beneficial owners subject to special tax rules (*e.g.*, financial institutions, broker-dealers, pass-through entities, insurance companies, beneficial owners liable for alternative minimum tax, expatriates, tax-exempt organizations, beneficial owners who hold their Notes as part of a hedge, straddle or conversion or other integrated transaction and beneficial owners that actually or constructively own 10% or more of our common stock), nor does it address state, local or foreign tax consequences. The Company has not sought a formal ruling from the Internal Revenue Service (the "*IRS*") or an opinion from its tax counsel regarding the material U.S. federal income tax consequences under the Code of tendering Notes pursuant to the Offer in exchange for the Consideration and Accrued Interest, and there is no assurance that the IRS will not disagree with the conclusions reached herein.

If a partnership holds Notes, the U.S. federal income tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. Each partner of a partnership holding Notes should consult its own tax advisors regarding the U.S. federal, state, local and foreign tax consequences to it of tendering the Notes.

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS OFFERING MEMORANDUM IS NOT INTENDED OR WRITTEN BY US TO BE RELIED UPON, AND CANNOT BE RELIED UPON BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS ARE URGED TO CONSULT THEIR OWN INDEPENDENT TAX ADVISORS WITH RESPECT TO THE PARTICULAR U.S. FEDERAL INCOME, ESTATE AND GIFT TAX CONSEQUENCES TO THEM OF THE TENDER OF THE NOTES AND THE TAX CONSEQUENCES UNDER FEDERAL, STATE, LOCAL, AND NON-U.S. TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN TAX LAWS.

U.S. Holders

For purposes of this summary, a "*U.S. Holder*" is a beneficial owner of a Note that is for U.S. federal income tax purposes:

- an individual citizen or resident of the United States,
- a corporation (or any other entity treated as a corporation) organized under the laws of the United States, any state of the United States or the District of Columbia,
- an estate, the income of which is subject to U.S. federal income tax regardless of its source or
- a trust, if (i) a court within the United States can exercise primary supervision over the administration of the trust and one or more United States persons has authority to control all substantial decisions of the trust or (ii) the trust was in existence on August 20, 1996, and validly elected to continue to be treated as a U.S. trust.

Sale of Notes Pursuant to the Offer. The receipt of the Consideration and Accrued Interest by a U.S. Holder in exchange for the Notes will be a taxable transaction. A U.S. Holder will recognize gain or loss in an amount equal to the difference between (i) the gross amount of the Consideration paid to such U.S. Holder in respect of its tendered Notes and (ii) the U.S. Holder's adjusted tax basis in its tendered Notes. A U.S. Holder's adjusted tax basis in a Note generally will equal the U.S. Holder's initial cost of the Note, increased by any original issue discount or market

discount previously included in income by the U.S. Holder and decreased by the amount of any bond premium previously amortized by the U.S. Holder. Except to the extent it is subject to the market discount rules discussed below, such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if such U.S. Holder has held such Notes for more than one year. Accrued Interest generally will be treated as ordinary income to the extent not previously included in income.

An exception to the capital gain treatment described in the preceding paragraph applies to a U.S. Holder who holds a Note with "market discount." Market discount is the amount by which the adjusted issue price of the Note exceeded the U.S. Holder's tax basis in the Note immediately after its acquisition at a time other than the Note's original issuance by the Company. A Note will be considered to have no market discount if this excess is less than 1/4 of 1% of the adjusted issue price of the Note multiplied by the number of complete years from the U.S. Holder's acquisition date of the Note to its maturity date. The gain realized by a U.S. Holder of a Note with market discount will be treated as ordinary income to the extent that market discount has accrued (on a straight line basis or, at the election of the U.S. Holder, on a constant-yield basis) from the U.S. Holder's acquisition date to the date of sale, unless the U.S. Holder has elected to include market discount in income currently as it accrues. Gain in excess of accrued market discount will be subject to the capital gains rules described above.

Information Reporting and Backup Withholding. A U.S. Holder may be subject to backup withholding, currently at a rate of 28% (the "*Applicable Backup Withholding Rate*"), with respect to the receipt of the Consideration and Accrued Interest in exchange for the Notes. The payor of the Consideration and Accrued Interest will be required to deduct and withhold at the Applicable Backup Withholding Rate from these payments if:

- the payee fails to furnish its correct Taxpayer Identification Number ("*TIN*") to the payor in the prescribed manner or fails to establish that it is entitled to an exemption;
- the IRS notifies the payor that the TIN furnished by the payee is incorrect;
- the payee has failed properly to report the receipt of reportable payments and the IRS has notified the payee or payor that backup withholding is required; or
- the payee fails to certify under penalties of perjury that such payee is not subject to backup withholding.

If any one of these events occurs with respect to a U.S. Holder, the Company or its paying or other withholding agent generally will be required to withhold at the Applicable Backup Withholding Rate from any payments of the Consideration and Accrued Interest in exchange for the Notes.

Any amount withheld from a payment to a U.S. Holder under the backup withholding rules will be allowable as a refund or credit against such U.S. Holder's U.S. federal income tax liability, so long as the required information is timely provided to the IRS. The Company, its paying agent or other withholding agent generally will report to a U.S. Holder and to the IRS the amount of any reportable payments made in respect of the Notes and the amount of tax withheld, if any, with respect to those payments.

Non-U.S. Holders

For purposes of this summary, a "*Non-U.S. Holder*" is a beneficial owner of a Note that is

- a nonresident alien individual,
- a foreign corporation, or
- an estate or trust that in either case is not subject to U.S. federal income tax on a net income basis on income or gain from a Note.

Sale of Notes Pursuant to the Offer. Subject to the discussion of backup withholding below, any gain realized by a Non-U.S. Holder on the exchange generally will not be subject to U.S. federal income tax, unless:

- that gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States (and, if a tax treaty applies, is attributable to a permanent establishment in the United States);

- the Non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of disposition and certain other conditions are satisfied; or
- we have been a United States real property holding corporation (a "*USRPHC*") at some time during the shorter of (i) the five year period preceding the exchange or (ii) your holding period for the notes you exchanged.

Gain that is effectively connected to a U.S. trade or business generally will be subject to U.S. federal income tax in the same manner as gain recognized by a U.S. Holder (unless an applicable income tax treaty provides otherwise) and, if the Non-U.S. Holder is a corporation, will be subject to a branch profits tax equal to 30% of the Non-U.S. Holder's effectively connected earnings and profits (unless an applicable income tax treaty provides otherwise). Gain described in the second bullet point generally will be subject to a 30% tax (unless an applicable treaty provides otherwise). Gain described in the third bullet point generally will be taxed in the same manner as gain described in the first bullet point (except that the branch profits tax will not apply) — however, we believe that we are not and have not been a USRPHC at any time during the relevant period.

Subject to the discussion of backup withholding below, Accrued Interest payable to a Non-U.S. Holder that is not effectively connected with the conduct of a U.S. trade or business will be exempt from U.S. federal income tax, if (i) you do not own (actually or constructively) 10% or more of the voting power of our outstanding stock, (ii) you are not a controlled foreign corporation that is related to us and (iii) you certify your non-U.S. status on an applicable IRS Form W-8 (generally an IRS Form W-8BEN). If you cannot satisfy the foregoing requirements, Accrued Interest payable to you will be subject to a 30% withholding tax unless such tax is reduced or eliminated by an applicable income tax treaty.

Accrued Interest that is effectively connected with the conduct of a U.S. trade or business generally will be subject to U.S. federal income tax in the same manner as Accrued Interest payable to a U.S. Holder (unless an applicable income tax treaty provides otherwise) and, if the Non-U.S. Holder is a corporation, may also be subject to a branch profits tax equal to 30% of the Non-U.S. Holder's effectively connected earnings and profits (unless an applicable income tax treaty provides otherwise).

Backup Withholding and Related Information Reporting. If you are a Non-U.S. Holder, you are generally exempt from backup withholding and related information reporting requirements with respect to:

- payments of Accrued Interest, and payments of the Consideration effected at a U.S. office of a broker, as long as the payor or broker does not have actual knowledge or reason to know that you are a U.S. person and (a) you have furnished to the payor or broker:
  - an IRS Form W-8BEN or an acceptable substitute form upon which you certify, under penalties of perjury, that you are a Non-U.S. Holder, or
  - other documentation upon which it may rely to treat the payments as made to a Non-U.S. Holder in accordance with U.S. Treasury regulations, or

or (b) you otherwise establish an exemption.

Payment of the Consideration effected at a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, payment of the Consideration that is effected at a foreign office of a broker will be subject to information reporting and backup withholding if:

- the proceeds are transferred to an account maintained by you in the United States,
- the payment of proceeds or the confirmation of the sale is mailed to you at a U.S. address, or
- the sale has some other specified connection with the United States as provided in U.S. Treasury regulations,

unless the broker does not have actual knowledge or reason to know that you are U.S. Holder and the documentation requirements described above are met or you otherwise establish an exemption.

Payment of the Consideration effected at a foreign office of a broker will be subject to information reporting if the broker is:

- a U.S. person, as defined in U.S. Treasury regulations,
- a controlled foreign corporation for U.S. tax purposes,
- a foreign person 50% or more of whose gross income is effectively connected with the conduct of a U.S. trade or business for a specified three-year period, or
- a foreign partnership, if at any time during its tax year:
  - one or more of its partners are "U.S. persons", as defined in U.S. Treasury regulations, who in the aggregate hold more than 50% of the income or capital interest in the partnership, or
  - such foreign partnership is engaged in the conduct of a United States trade or business,

unless the broker does not have actual knowledge or reason to know that you are a U.S. Holder and the documentation requirements described above are met or you otherwise establish an exemption. Backup withholding will apply if the sale is subject to information reporting and the broker has actual knowledge that you are a U.S. Holder.

DEALER MANAGERS, INFORMATION AGENT AND DEPOSITARY

We have retained J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC to act as the Dealer Managers in connection with the Offer. In their roles as Dealer Managers, J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC may contact brokers, dealers and similar entities and may provide information regarding the Offer to those that they contact or persons that contact them. J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC will receive reasonable and customary compensation for their services. We also have agreed to reimburse the Dealer Managers for reasonable out-of-pocket expenses incurred in connection with the Offer, including reasonable fees and expenses of counsel, and to indemnify them against certain liabilities in connection with the Offer, including certain liabilities under the federal securities laws.

The Dealer Managers and their affiliates have provided investment banking and commercial services to us in the past for which they have received customary compensation. JPMorgan Chase Bank, N.A., an affiliate of J.P. Morgan Securities Inc., is the administrative agent and a lender under Lamar Media's senior credit facility. Wachovia Bank, National Association, an affiliate of Wachovia Capital Markets, LLC, is the co-syndication agent and a lender under Lamar Media's senior credit facility. Each of J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC served as an initial purchaser in the private placement of the Senior Notes. The Dealer Managers and their affiliates may continue to provide various investment and commercial banking services to us in the future, for which we would expect they would receive customary compensation from us. In the ordinary course of their respective businesses, including in their trading and brokerage operations and in a fiduciary capacity, the Dealer Managers and their affiliates may hold positions, both long and short, for their own accounts and for those of their customers, in our securities, including the Notes.

Global Bondholder Services Corporation has been appointed the Information Agent for the Offer. We will pay the Information Agent customary fees for its services and reimburse the Information Agent for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Information Agent for certain liabilities under U.S. federal or state law or otherwise caused by, relating to or arising out of any Offer. Requests for additional copies of documentation may be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

Global Bondholder Services Corporation has been appointed the Depositary for the Offer. We will pay the Depositary customary fees for its services and reimburse the Depositary for its reasonable out-of-pocket expenses in connection therewith. We have also agreed to indemnify the Depositary for certain liabilities under U.S. federal or state law or otherwise caused by, relating to or arising out of any Offer. All deliveries and correspondence sent to the Depositary should be directed to the address set forth on the back cover of this Offer to Purchase.

SOLICITATION AND EXPENSES

In connection with the Offer, the Company's directors and officers and its respective affiliates may solicit tenders by use of the mails, personally or by telephone, facsimile, telegram, electronic communication or other similar methods. The Company may, if requested, pay brokerage houses and other custodians, nominees and fiduciaries the customary handling and mailing expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the beneficial owners of the Notes and in handling or forwarding tenders of Notes by their customers.

We will not pay any fees or commissions to brokers, dealers or other persons (other than fees to the Dealer Managers and the Information Agent as described above) for soliciting tenders of Notes pursuant to the Offer. Holders and owners holding Notes through banks, brokers, dealers, trust companies or other nominees are urged to consult them to determine whether transaction costs may apply if they tender the Notes through banks, brokers, dealers, trust companies or other nominees and not directly to the Depositary. We will, however, upon request, reimburse banks, brokers, dealers, trust companies or other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer to Purchase and related materials to the beneficial owners of the Notes held by them as a nominee or in a fiduciary capacity. No bank, broker, dealer, trust company or other nominee has been authorized to act as our agent or the agent of any Dealer Manager, the Information Agent or the Depositary for purposes of the Offer. None of the Dealer Managers, the Information Agent or the Depositary assumes any responsibility for the accuracy or completeness of the information concerning the Company or incorporated by reference in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred which may affect the significance or accuracy of such information.

Tendering Holders will not be obligated to pay brokerage fees or commissions to or the fees and expenses of any Dealer Manager, the Information Agent or the Depositary.

MISCELLANEOUS

Securities Ownership

Neither the Company nor any of its majority-owned subsidiaries beneficially own any Notes. In addition, based on the Company's records and on information provided to the Company by its directors and executive officers, to the Company's knowledge, none of its directors or executive officers beneficially own any Notes.

Recent Securities Transactions

Neither the Company nor any of its majority-owned subsidiaries have effected any transactions involving the Notes during the 60 days prior to the date of this Offer to Purchase. In addition, based on the Company's records and on information provided to the Company by its directors and executive officers, to the Company's knowledge, none of the directors or executive officers of the Company has effected any transactions involving the Notes during the 60 days prior to the date of this Offer to Purchase.

Other Material Information

We are not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If we become aware of any jurisdiction where the making of the Offer or the acceptance of Notes pursuant thereto is not in compliance with applicable law, we will make a good faith effort to comply with the applicable law. If, after such good faith effort, we cannot comply with the applicable law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the Holders of Notes in such jurisdiction. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on behalf of us by the Dealer Managers or one or more registered brokers or dealers licensed under the laws of that jurisdiction.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We are required to file annual, quarterly and current reports, proxy statements and other information with the Commission. You may read and copy any documents filed by us at the Commission's public reference room at 100 F Street, N.E., Washington, D.C. 20549. Please call the Commission at 1-800-SEC-0330 for further information on the public reference room. Our filings with the Commission are also available to the public through the Commission's Internet site at http://www.sec.gov.

The Company has filed with the Commission a Tender Offer Statement on Schedule TO (the "Schedule TO"), pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder, furnishing certain information with respect to the Offer. The Schedule TO, together with any exhibits or amendments thereto, may be examined and copies may be obtained at the same places and in the same manner as set forth above.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Company hereby incorporates by reference into this Offer to Purchase the following documents that we have filed with the Commission (together with any other documents that may be incorporated herein by reference as provided herein, the "*Incorporated Documents*"):

- Annual Report on Form 10-K for the year ended December 31, 2008;
- Current Reports on Form 8-K filed on March 6, 2009 and March 19, 2009; and
- Any future filings made with the Commission under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this Offer to Purchase and until the Offer to Purchase has expired or is terminated.

We are not, however, incorporating any documents or information that we are deemed to furnish and not file in accordance with Commission rules. The information incorporated by reference into this Offer to Purchase is considered to be a part of this Offer to Purchase and should be read with the same care. Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for the purpose of this Offer to Purchase to the extent that a statement contained herein (or in any later-filed Incorporated Document) modifies or supersedes such statement. Any such statement or statements so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase. All information appearing in this Offer to Purchase is qualified in its entirety by the information and financial statements (including notes thereto) appearing in the Incorporated Documents, except to the extent set forth in the immediately preceding sentence. Statements contained in this Offer to Purchase as to the contents of any contract or other document referred to in this Offer to Purchase do not purport to be complete and, where reference is made to the particular provisions of such contract or other document, such provisions are qualified in all respects by reference to all of the provisions of such contract or other document. References herein to the Offer to Purchase includes all Incorporated Documents as incorporated herein, unless the context otherwise requires.

Certain sections of this Offer to Purchase are incorporated by reference in and constitute part of the Schedule TO filed by the Company with the Commission on March 23, 2009 pursuant to Section 13(e) of the Exchange Act and Rule 13e-4 promulgated thereunder. The sections so incorporated are identified in the Schedule TO.

The Company will provide without charge to each person to whom this Offer to Purchase is delivered, upon written or oral request, copies of any or all documents and reports described above and incorporated by reference into this Offer to Purchase (other than exhibits to such documents, unless such documents are specifically incorporated by reference). Written or telephone requests for such copies should be directed to the Information Agent at the address and telephone numbers set forth on the back cover of this Offer to Purchase.

FORWARD-LOOKING STATEMENTS

This Offer to Purchase and the Incorporated Documents contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. These are statements that relate to future periods and include statements regarding our anticipated performance. Generally, the words "anticipates,"

"believes," "expects," "intends," "estimates," "projects," "plans" and similar expressions identify forward-looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other important factors that could cause our actual results, performance or achievements or industry results, to differ materially from any future results, performance or achievements expressed or implied by these forward-looking statements. These risks, uncertainties and other important factors include, among others:

- the severity and length of the current economic recession and its effect on the markets in which we operate;
- the levels of expenditures on advertising in general and outdoor advertising in particular;
- risks and uncertainties relating to our significant indebtedness;
- the demand for outdoor advertising;
- our need for and ability to obtain additional funding for operations or acquisitions;
- increased competition within the outdoor advertising industry;
- the regulation of the outdoor advertising industry by federal, state and local governments;
- our ability to renew expiring contracts at favorable rates;
- the integration of companies that we acquire and our ability to recognize cost savings or operating efficiencies as a result of these acquisitions;
- our ability to successfully implement our digital deployment strategy;
- changes in accounting principles, policies or guidelines; and
- Lamar Media's ability to amend its senior credit facility.

For additional information on these and other risks, please see the disclosure under the caption "Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2008 and future filings the Company makes with the Commission. Although we believe that the statements contained in this Offer to Purchase are based on reasonable assumptions, we can give no assurance that our goals will be achieved. We caution that you should not place undue reliance on any of our forward-looking statements. Further, any forward-looking statement speaks only as of the date on which it is made. New risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us. Except as required by law, we have no duty to, and do not intend to, update or revise the forward-looking statements in this Offer to Purchase after the date of this Offer to Purchase.

The Depositary for the Offer is:

Global Bondholder Services Corporation

By Mail, Overnight Courier or by Hand or
by Facsimile Transmission (for Eligible Institutions only)

65 Broadway — Suite 723
New York, NY 10006
Attn: Corporate Actions

Phone: (866) 857-2200
Fax: (212) 430-3775

Any questions or requests for assistance may be directed to the Dealer Managers or the Information Agent at the addresses and telephone numbers set forth below. Requests for additional copies of this Offer to Purchase, the Letter of Transmittal or the Incorporated Documents may be directed to the Information Agent. Beneficial owners may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway — Suite 723
New York, NY 10006
Banks and Brokers Call (212) 430-3774
All Others Call Toll Free (866) 857-2200

The Dealer Managers for the Offer are:

J.P. Morgan

383 Madison Avenue, 4th Floor
New York, NY 10179
Telephone: (800) 261-5767 (toll free)

Wachovia Securities

375 Park Avenue
New York, NY 10152
Telephone: (800) 367-8652 (U.S. toll free)
(212) 214-6077 (direct)

Lamar Advertising Company
Letter of Transmittal
to Tender 2 7/8% Convertible Notes Due 2010 — Series B
(CUSIP No. 512815AH4)
(the "Notes")
Pursuant to the Offer to Purchase dated March 23, 2009

THE OFFER WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, AT THE END OF APRIL 17, 2009, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED, THE "*EXPIRATION TIME*"). **HOLDERS MUST VALIDLY TENDER THEIR NOTES PRIOR TO THE EXPIRATION TIME TO BE ELIGIBLE TO RECEIVE THE CONSIDERATION**. TENDERS OF NOTES MAY BE WITHDRAWN PRIOR TO THE EXPIRATION TIME.

The Depositary for the Offer is:

Global Bondholder Services Corporation

By Registered or Certified Mail, Hand, Overnight Courier or
by Facsimile Transmission (for Eligible Institutions only)

65 Broadway — Suite 723
New York, NY 10006
Attn: Corporate Actions

Phone: (866) 857-2200
Fax: (212) 430-3775

Delivery of this Letter of Transmittal (this "Letter of Transmittal") to an address other than as set forth above, or transmission of instructions via a fax number other than as listed above, will not constitute a valid delivery. The method of delivery of this Letter of Transmittal, Notes and all other required documents to the Depositary, including delivery through DTC and any acceptance or Agent's Message delivered through ATOP (as defined below), is at the election and risk of Holders.

Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Offer to Purchase dated March 23, 2009 (as the same may be amended or supplemented from time to time, the "Offer to Purchase") of Lamar Advertising Company, a Delaware corporation (the "Company").

This Letter of Transmittal is to be completed by a Holder (as defined herein) desiring to tender Notes unless such Holder is executing the tender through the Automated Tender Offer Program ("ATOP") of The Depository Trust Company ("DTC"). **This Letter of Transmittal need not be completed by a Holder tendering Notes through ATOP.**

For a description of certain procedures to be followed in order to tender Notes (through ATOP or otherwise), see "Procedures for Tendering and Withdrawing the Notes" in the Offer to Purchase and the instructions to this Letter of Transmittal.

TENDER OF NOTES

o CHECK HERE IF CERTIFICATES REPRESENTING TENDERED NOTES ARE ENCLOSED HEREWITH.

o CHECK HERE IF TENDERED NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

DTC Account Number: _____

Transaction Code Number: _____

Date Tendered: _____

List below the Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, list the certificate numbers and principal amounts on a separately executed schedule and affix the schedule to this Letter of Transmittal. Tenders of Notes will be accepted only in principal amounts equal to $1,000 or integral multiples thereof. No alternative, conditional or contingent tenders will be accepted. **This Letter of Transmittal need not be completed by Holders tendering Notes by ATOP.**

DESCRIPTION OF NOTES TENDERED
$2^{7}/_{8}$% Convertible Notes due 2010 — Series B
(CUSIP Nos. 512815AH4)

Name(s) and Address(es) of Holder(s) or Name of DTC Participant and Participant's DTC Account Number in which Notes are Held (Please fill in, if blank)	Certificate Number(s)*	Aggregate Principal Amount Represented	Principal Amount Tendered**

* Need not be completed by Holders tendering by book-entry transfer or in accordance with DTC's ATOP procedure for transfer (see below).

** Unless otherwise specified, it will be assumed that the entire aggregate principal amount represented by the Notes described above is being tendered. Only Holders may validly tender their Notes pursuant to the Offer.

If not already printed above, the name(s) and address(es) of the registered Holder(s) should be printed exactly as they appear on the certificate(s) representing Notes tendered hereby or, if tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of the Notes.

No Offer is being made to, nor will tenders of Notes be accepted from or on behalf of, Holders in any jurisdiction in which the making or acceptance of any Offer would not be in compliance with the laws of such jurisdiction.

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

The undersigned hereby tenders to Lamar Advertising Company, a Delaware corporation, upon the terms and subject to the conditions set forth in this Letter of Transmittal and the Offer to Purchase (collectively, the "Offer Documents"), receipt of which is hereby acknowledged, the principal amount or amounts of Notes indicated in the table above under the caption heading "Description of Notes Tendered" under the column heading "Principal Amount Tendered" within such table (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such table). The undersigned represents and warrants that the undersigned has read the Offer Documents and agrees to all of the terms and conditions herein and therein.

Subject to, and effective upon, the acceptance for purchase of, and payment for, the principal amount of Notes tendered herewith in accordance with the terms and subject to the conditions of the Offer, the undersigned hereby:

- sells, assigns and transfers to, or upon the order of, the Company, all right, title and interest in and to all of the Notes tendered hereby;
- waives any and all other rights with respect to such Notes (including, without limitation, any existing or past defaults and their consequences in respect of such Notes and the indenture under which the Notes were issued);
- releases and discharges the Company from any and all claims the undersigned may have now, or may have in the future arising out of, or related to, such Notes, including, without limitation, any claims that the undersigned is entitled to receive additional principal or interest payments with respect to such Notes, to convert the Notes into Class A common stock, cash or a combination thereof or be entitled to any of the benefits under the indenture under which the Notes were issued; and
- irrevocably constitutes and appoints DTC, in the case of Notes tendered by book-entry transfer, or the Depositary, in the case of Notes tendered in the form of physical certificates, as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Depositary also acts as the agent of the Company) with respect to such Notes, with full powers of substitution and revocation (such power of attorney being deemed to be an irrevocable power coupled with an interest), to:
  - deliver certificates representing such Notes, or transfer ownership of such Notes on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to the Company;
  - present such Notes for transfer on the relevant security register;
  - receive all benefits or otherwise exercise all rights of beneficial ownership of such Notes (except that the Depositary will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the Consideration and Accrued Interest for any tendered Notes that are purchased by the Company); and
  - deliver to the Company the Letter of Transmittal, all upon the terms and subject to the conditions of the Offer.

all in accordance with the terms and conditions of the Offer as described in the Offer to Purchase.

If the undersigned is not the holder of record of the Notes (each, a "*Holder*", and collectively, "*Holders*") listed in the box above under the caption "Description of Notes Tendered" under the column heading "Principal Amount Tendered" or such Holder's legal representative or attorney-in-fact (or, in the case of Notes held through DTC, the DTC participant for whose account such Notes are held), then the undersigned has obtained a properly completed irrevocable proxy that authorizes the undersigned (or the undersigned's legal representative or attorney-in-fact) to tender such Notes on behalf of the Holder thereof, and such proxy is being delivered with this Letter of Transmittal.

The undersigned acknowledges and agrees that a tender of Notes pursuant to any of the procedures described in the Offer to Purchase and in the instructions hereto and an acceptance of such Notes by the Company will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions of the Offer to Purchase and this Letter of Transmittal.

The undersigned understands that, under certain circumstances and subject to the certain conditions specified in the Offer Documents (each of which the Company may waive), the Company may not be required to accept for payment any of the Notes

tendered. Any Notes not accepted for payment will be returned promptly to the undersigned at the address set forth above unless otherwise listed in the box below labeled "A. Special Issuance/Delivery Instructions."

The undersigned hereby represents and warrants and covenants that:

- the undersigned has full power and authority to tender, sell, assign and transfer the Notes tendered hereby;
- when such tendered Notes are accepted for payment and paid for by the Company pursuant to the Offer, the Company will acquire good title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim or right; and
- the undersigned will, upon request, execute and deliver any additional documents deemed by the Depositary or by the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered hereby.

No authority conferred or agreed to be conferred by this Letter of Transmittal shall be affected by, and all such authority shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned and any subsequent transferees of the Notes.

In consideration for the purchase of the Notes pursuant to the Offer, the undersigned hereby waives, releases, forever discharges and agrees not to sue the Company, and its former, current or future directors, officers, employees, agents, subsidiaries, affiliates, stockholders, predecessors, successors, assigns or other representatives as to any and all claims, demands, causes of action and liabilities of any kind and under any theory whatsoever, whether known or unknown (excluding any liability arising under U.S. federal securities laws in connection with the Offer), by reason of any act, omission, transaction or occurrence, that the undersigned ever had, now has or hereafter may have against the Company as a result of or in any manner related to:

- the undersigned's purchase, ownership or disposition of the Notes pursuant to the Offer; and
- any decline in the value thereof.

Without limiting the generality or effect of the foregoing, upon the purchase of Notes pursuant to the Offer, the Company shall obtain all rights relating to the undersigned's ownership of Notes (including, without limitation, the right to all interest payable on the Notes) and any and all claims relating thereto.

Unless otherwise indicated herein under "A. Special Issuance/Delivery Instructions", the undersigned hereby requests that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the undersigned (and, in the case of Notes tendered by book-entry transfer, by credit to the account of DTC). Unless otherwise indicated herein under "B. Special Payment Instructions", the undersigned hereby request(s) that any checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and delivered to, the undersigned.

In the event that the "A. Special Issuance/Delivery Instructions" box is completed, the undersigned hereby request(s) that any Notes representing principal amounts not tendered or not accepted for purchase be issued in the name(s) of, and be delivered to, the person(s) at the address(es) therein indicated. The undersigned recognizes that the Company has no obligation pursuant to the "A. Special Issuance/Delivery Instructions" box to transfer any Notes from the names of the registered Holder(s) thereof if the Company does not accept for purchase any of the principal amount of such Notes so tendered. In the event that the "B. Special Payment Instructions" box is completed, the undersigned hereby request(s) that checks for payment to be made in respect of the Notes tendered hereby be issued to the order of, and be delivered to, the person(s) at the address(es) therein indicated, subject to provision for payment of any applicable taxes being made.

A. SPECIAL ISSUANCE/DELIVERY INSTRUCTIONS
(See Instructions 1 and 2)

To be completed ONLY if Notes in a principal amount not tendered or not accepted for purchase are to be issued in the name of someone other than the person(s) whose signature(s) appear within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes Tendered" within this Letter of Transmittal.

Name:

(Please Print)

Address: _____

_____

(Zip Code)

_____

(Tax Identification or Social Security Number)

o Check here to direct a credit of Notes not tendered or not accepted for purchase delivered by book-entry transfer to an account at DTC.

_____

DTC Account No.

Number of Account Party: _____

B. SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 2 and 3)

To be completed **ONLY** if checks are issued payable to someone other than the person(s) whose signature(s) appear(s) within this Letter of Transmittal or sent to an address different from that shown in the box entitled "Description of Notes Tendered" within this Letter of Transmittal.

Name:

(Please Print)

Address: _____

_____

(Zip Code)

_____

(Tax Identification or Social Security Number)
(See Substitute Form W-9 herein)

PLEASE COMPLETE AND SIGN BELOW

(This page is to be completed and signed by all tendering Holders except Holders executing the tender through DTC's ATOP system.)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby tenders the principal amount of the Notes listed in the box above labeled "Description of Notes Tendered" under the column heading "Principal Amount Tendered" (or, if nothing is indicated therein, with respect to the entire aggregate principal amount represented by the Notes described in such box).

Signature(s): _____

(Must be signed by the registered Holder(s) exactly as the name(s) appear(s) on certificate(s) representing the tendered Notes or, if the Notes are tendered by a participant in DTC, exactly as such participant's name appears on a security position listing as the owner of such Notes. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth the full title and see Instruction 1.)

Dated: _____

Name(s):

(Please Print)

_____

Capacity (Full Title): _____

Address: _____

_____

(Including Zip Code)

Area Code and Telephone Number _____

Tax Identification or Social Security Number: _____

(REMEMBER TO COMPLETE ACCOMPANYING SUBSTITUTE FORM W-9)

MEDALLION SIGNATURE GUARANTEE
(ONLY IF REQUIRED — SEE INSTRUCTIONS 1 AND 2)

Authorized Signature of Guarantor: _____

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

[Place Seal Here]

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. *Signatures on Letter of Transmittal, Instruments of Transfer and Endorsements*. If this Letter of Transmittal is signed by the registered Holder(s) of the Notes tendered hereby, the signatures must correspond with the name(s) as written on the face of the certificates, without alteration, enlargement or any change whatsoever. If this Letter of Transmittal is signed by a participant in DTC whose name is shown on a security position listing as the owner of the Notes tendered hereby, the signature must correspond with the name shown on the security position listing as the owner of such Notes.

If any of the Notes tendered hereby are registered in the name of two or more Holders, all such Holders must sign this Letter of Transmittal. If any of the Notes tendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal or any Notes or instrument of transfer is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Company of such person's authority to so act must be submitted.

When this Letter of Transmittal is signed by the registered Holders of the Notes tendered hereby, no endorsements of Notes or separate instruments of transfer are required unless payment is to be made, or Notes not tendered or purchased are to be issued, to a person other than the registered Holders, in which case signatures on such Notes or instruments of transfer must be guaranteed by a Medallion Signature Guarantor.

Unless this Letter of Transmittal is signed by the Holder(s) of the Notes tendered hereby (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes), such Notes must be endorsed or accompanied by appropriate instruments of transfer, and be accompanied by a duly completed proxy entitling the signer to tender such Notes on behalf of such Holder(s) (or such participant), and each such endorsement, instrument of transfer or proxy must be signed exactly as the name or names of the Holder(s) appear on the Notes (or as the name of such participant appears on a security position listing as the owner of such Notes); signatures on each such endorsement, Instrument of transfer or proxy must be guaranteed by a Medallion Signature Guarantor, unless the signature is that of an Eligible Institution.

2. *Signature Guarantees*. Signatures on this Letter of Transmittal must be guaranteed by a Medallion Signature Guarantor, unless the Notes tendered hereby are tendered by a Holder (or by a participant in DTC whose name appears on a security position listing as the owner of such Notes) that has not completed the box entitled "A. Special Issuance/Delivery Instructions" or the box entitled "B. Special Payment Instructions" on this Letter of Transmittal. See Instruction 1.

3. *Transfer Taxes*. If Notes not tendered or purchased are to be registered in the name of any persons other than the Holders, the amount of any transfer taxes (whether imposed on the Holder or such other person) payable on account of the transfer to such other person will be deducted from the payment unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

4. *Requests for Assistance or Additional Copies*. Any questions or requests for assistance or additional copies of the Offer to Purchase or this Letter of Transmittal may be directed to the Information Agent at its telephone number set forth on the back cover of the Offer to Purchase. A Holder may also contact either of the Dealer Managers at the respective telephone numbers set forth on the back cover of the Offer to Purchase or such Holder's broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

5. *Partial Tenders*. Tenders of Notes will be accepted only in integral multiples of $1,000 principal amount. If less than the entire principal amount of any Note is tendered, the tendering Holder should fill in the principal amount tendered in the fourth column of the box entitled "Description of Notes Tendered" above. The entire principal amount of Notes delivered to the Depositary will be deemed to have been tendered unless otherwise indicated. If the entire principal amount of all Notes is not tendered, then substitute Notes for the principal amount of Notes not tendered and purchased pursuant to the

Offer will be sent to the Holder at his or her registered address, unless a different address is provided in the appropriate box on this Letter of Transmittal promptly after the delivered Notes are accepted for partial tender.

6. *Special Payment and Special Delivery Instructions*. Tendering Holders should indicate in the applicable box or boxes the name and address to which Notes for principal amounts not tendered or not accepted for purchase or checks for payment of Consideration and unpaid accrued interest are to be sent or issued, if different from the name and address of the Holder signing this Letter of Transmittal. In the case of payment to a different name, the taxpayer identification or social security number of the person named must also be indicated. If no instructions are given, Notes not tendered or not accepted for purchase will be returned, and checks for payment of Consideration and unpaid accrued interest will be sent, to the Holder of the Notes tendered.

7. *Waiver of Conditions*. The Company reserves the right, in its sole discretion, to amend or waive any or all of the conditions to the Offer.

8. *Backup Withholding and Source Withholding*. **U.S. INTERNAL REVENUE SERVICE CIRCULAR 230 NOTICE: TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, HOLDERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES CONTAINED OR REFERRED TO IN THIS DOCUMENT OR ANY DOCUMENT REFERRED TO HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE U.S. INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS WRITTEN FOR USE IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.**

Federal income tax law imposes "backup withholding" unless a surrendering U.S. holder, and, if applicable, each other payee, has provided such holder's or payee's correct taxpayer identification number ("*TIN*") which, in the case of a holder or payee who is an individual, is his or her social security number, and certain other information, or otherwise establishes a basis for exemption from backup withholding. Completion of the attached Substitute Form W-9 should be used for this purpose. If the Depositary is not provided with the correct TIN, the holder or payee may be subject to a $50 penalty imposed by the Internal Revenue Service ("*IRS*"). Exempt holders and payees (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and information reporting requirements, provided that they properly demonstrate their eligibility for exemption. Exempt U.S. holders should furnish their TIN, check the exemption in Part 2 of the attached Substitute Form W-9, and sign, date and return the Substitute Form W-9 to the Depositary. In order for a non-U.S. holder to qualify as an exempt recipient, that non-U.S. holder should submit the appropriate IRS Form W-8 (which is available from the Depositary) signed under penalties of perjury, attesting to that non-U.S. holder's foreign status. A non-U.S. holder's failure to submit the appropriate Form W-8 may require the Depositary to backup withhold 28% on any payments made pursuant to the Offer.

Failure to complete the Substitute Form W-9 may require the Depositary to backup withhold at 28% (or such other rate specified by the Internal Revenue Code of 1986, as amended (the "*Code*")) of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is furnished to the IRS on a timely basis.

A U.S. holder (or other payee) should write "Applied For" in the space for the TIN provided on the attached Substitute Form W-9 and must also complete the attached "Certificate of Awaiting Taxpayer Identification Number" if such U.S. holder (or other payee) has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the Depositary is not provided with a TIN by the time of payment, the Depositary shall backup withhold 28% on payments made pursuant to the Offer. A U.S. holder who writes "Applied For" in the space in Part 1 in lieu of furnishing his or her TIN should furnish the Depositary with such holder's TIN as soon as it is received.

For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a TIN if you do not have one and how to complete the Substitute Form W-9 if the Notes are held

in more than one name), consult the enclosed *Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9*.

Accrued Interest payable to a non-U.S. holder will be subject to U.S. federal withholding tax of 30% unless the non-U.S. holder provides an applicable IRS Form W-8 or otherwise establishes an exemption from (or entitlement to a reduction in) such withholding.

9. *Irregularities*. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of Notes pursuant to the procedures described in the Offer to Purchase and this Letter of Transmittal and the form and validity of all documents will be determined by the Company in its sole discretion, which determination will be final and binding on all parties. The Company reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of or payment for which may, upon the advice of counsel for the Company, be unlawful. The Company also reserves the absolute right to waive any of the conditions of the Offer and any defect or irregularity in the tender of any particular Notes. The Company's interpretation of the terms and conditions of the Offer (including, without limitation, the instructions in the Letter of Transmittal) will be final and binding. The Company is not obligated and does not intend to accept any alternative, conditional or contingent tenders. Unless waived, any irregularities in connection with tenders must be cured within such time as the Company shall determine. None of the Company or any of its affiliates or assigns, the Depositary, the Information Agent, the Dealer Managers or any other person will be under any duty to give notification of any defects or irregularities in such tenders or will incur any liability to a Holder for failure to give such notification. Tenders of Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Notes received by the Depositary that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Depositary to the tendering Holders, unless otherwise provided in this Letter of Transmittal, as promptly as practical following the Expiration Time.

10. *Mutilated, Lost, Stolen or Destroyed Certificates for Notes*. Any Holder whose certificates for Notes have been mutilated, lost, stolen or destroyed should contact the Depositary at the address or telephone number set forth on the back cover of this Letter of Transmittal to receive information about the procedures for obtaining replacement certificates for Notes.

PAYER'S NAME: Global Bondholder Services Corporation

SUBSTITUTE **Form W-9** **Department of the Treasury** **Internal Revenue Service** **Payer's Request for Taxpayer Identification Number ("TIN") and Certification**	**Name (as shown on your income tax return)** **Business Name, if different from above** **Check appropriate box:** o Individual/Sole proprietor o Corporation o Partnership o Other **Address** **City, state, and ZIP code**
	Part 1 — Taxpayer Identification Number — Please provide your TIN in the box at right and certify by signing and dating below. If awaiting TIN, write "Applied For." Social Security Number OR Employer Identification Number
	PART 2 — For Payees Exempt from Backup Withholding — Check the box if you are NOT subject to backup withholding o
	PART 3 — Certification — Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien). Certification Instructions. — You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. However, if after being notified by the IRS stating that you were subject to backup withholding you received another notification from the IRS stating you are no longer subject to backup withholding, do not cross out item 2.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGNATURE DATE

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 28% of all reportable payments made to me will be withheld.

Signature Date, 2009

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines For Determining the Proper Identification Number to Give the Payer — Social Security Numbers ("*SSN*s") have nine digits separated by two hyphens: *i.e.*, 000-00-0000. Employer Identification Numbers ("*EIN*s") have nine digits separated by only one hyphen: *i.e.*, 00-0000000. The table below will help determine the number to give the payer. All "section" references are to the Code.

	For this type of account:	**GIVE THE NAME AND SOCIAL SECURITY NUMBER or EMPLOYER IDENTIFICATION NUMBER of —**
1.	Individual	The individual
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5.	Sole proprietorship or single-owner LLC	The owner(3)
6.	Disregarded entity not owned by an individual	The owner

	For this type of account:	**GIVE THE NAME AND EMPLOYER IDENTIFICATION NUMBER of —**
7.	A valid trust, estate, or pension trust	Legal entity(4)
8.	Corporation or LLC electing corporate status on Form 8832	The corporation
9.	Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10.	Partnership or multi-member LLC	The partnership or LLC
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose SSN you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, the Internal Revenue Service encourages you to use your SSN.

(4) List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the Taxpayer Identification Number of the personal representative or trustee unless the legal entity itself is not designated in the account title).

NOTE: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Purpose of Form

A person who is required to file an information return with the Internal Revenue Service (the "*IRS*") must get your correct Taxpayer Identification Number ("*TIN*") to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an individual retirement account. Use Substitute Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. The TIN provided must match the name given on the Substitute Form W-9.

How to Get a TIN

If you do not have a TIN, apply for one immediately. To apply for an SSN, obtain Form SS-5, Application for a Social Security Card, at the local office of the Social Security Administration or get this form on-line at *www.ssa.gov/online/ss-5.pdf*. You may also get this form by calling 1-800-772-1213. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS web site at www.irs.gov.

If you do not have a TIN, write "Applied For" in Part 1, sign and date the form, and give it to the payer. For interest and dividend payments and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the payer. If the payer does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one soon. As soon as you receive your TIN, complete another Form W-9, include your TIN, sign and date the form, and give it to the payer.

CAUTION: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Payees Exempt from Backup Withholding

Individuals (including sole proprietors) are NOT exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete Substitute Form W-9 to avoid possible erroneous backup withholding. If you are exempt, enter your correct TIN in Part 1, check the "Exempt" box in Part 2, and sign and date the form. If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8, Certificate of Foreign Status.

The following is a list of payees that may be exempt from backup withholding and for which no information reporting is required. For interest and dividends, all listed payees are exempt except for those listed in item (9). For broker transactions, payees listed in (1) through (13) and any person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (7). However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: (i) medical and health care payments, (ii) attorneys' fees, and (iii) payments for services paid by a federal executive agency. Only payees described in items (1) through (5) are exempt from backup withholding for barter exchange transactions and patronage dividends.

(1) An organization exempt from tax under section 501(a), or an individual retirement plan ("*IRA*"), or a custodial account under section 403(b)(7), if the account satisfies the requirements of section 401(f)(2).

(2) The United States or any of its agencies or instrumentalities.

(3) A state, the District of Columbia, a possession of the United States, or any of their subdivisions or instrumentalities.

(4) A foreign government, a political subdivision of a foreign government, or any of their agencies or instrumentalities.

(5) An international organization or any of its agencies or instrumentalities.

(6) A corporation.

(7) A foreign central bank of issue.

(8) A dealer in securities or commodities registered in the United States, the District of Columbia, or a possession of the United States.

(9) A futures commission merchant registered with the Commodity Futures Trading Commission.

(10) A real estate investment trust.

(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.

(12) A common trust fund operated by a bank under section 584(a).

(13) A financial institution.

(14) A middleman known in the investment community as a nominee or custodian.

(15) An exempt charitable remainder trust, or a non-exempt trust described in section 4947.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, CHECK THE "EXEMPT" BOX IN PART 2 ON THE FACE OF THE FORM IN THE SPACE PROVIDED, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.**

Certain payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041A, 6042, 6044, 6045, 6049, 6050A and 6050N, and their regulations.

Privacy Act Notice. Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to federal and state agencies to enforce federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to a payer. The penalties described below may also apply.

Penalties

Failure to Furnish TIN. If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding. If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the payer discloses or uses TINs in violation of federal law, the payer may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION, CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

In order to tender, a Holder should send or deliver a properly completed and signed Letter of Transmittal, certificates for Notes and any other required documents to the Depositary at the address set forth below or tender pursuant to DTC's Automated Tender Offer Program.

The Depositary for the Offer is:

Global Bondholder Services Corporation

By Mail, Overnight Courier or by Hand or
by Facsimile Transmission (for Eligible Institutions only)

65 Broadway — Suite 723
New York, NY 10006
Attn: Corporate Actions

Phone: (866) 857-2200
Fax: (212) 430-3775

Any questions or requests for assistance may be directed to either of the Dealer Managers at the addresses and telephone numbers set forth below. Additional copies of the Offer to Purchase or this Letter of Transmittal may be obtained from the Information Agent at the address, email address or telephone numbers set forth below. A Holder may also contact such Holder's broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

Global Bondholder Services Corporation

65 Broadway — Suite 723
New York, NY 10006
Banks and Brokers Call (212) 430-3774
All Others Call Toll Free (866) 857-2200

The Dealer Managers for the Offer are:

J.P. Morgan

383 Madison Avenue, 4th Floor
New York, NY 10179
Telephone: (800) 261-5767 (toll free)

Wachovia Securities

375 Park Avenue
New York, NY 10152
Telephone: (800) 367-8652 (U.S. toll free)
(212) 214-6077 (direct)

Exhibit (a)(5)

5551 Corporate Boulevard
Baton Rouge, LA 70808

Lamar Advertising Company Announces Tender Offer For 2 7/8% Convertible Notes Due 2010 — Series B

Baton Rouge, LA — March 23, 2009 — Lamar Advertising Company (NASDAQ: LAMR), a leading owner and operator of outdoor advertising and logo sign displays, today announced that it has commenced a tender offer to purchase for cash any and all of its outstanding 2 7/8% Convertible Notes due 2010 — Series B. The full terms and conditions of the tender offer are set forth in the Offer to Purchase, Letter of Transmittal and related materials to be distributed to holders of notes and to be filed with the SEC as exhibits to Lamar's Schedule TO on or about the date hereof.

Lamar is offering to purchase the notes at a price of $920 for each $1,000 principal amount of notes tendered. The tender offer for the notes will expire at 12:00 midnight, New York City time, at the end of April 17, 2009, unless earlier terminated or extended pursuant to the terms of the tender offer. Tendered notes may be withdrawn at any time prior to the expiration time. Payments of the purchase price and accrued interest up to but not including the payment date for the notes validly tendered and not withdrawn on or prior to the expiration time and accepted for purchase will be made promptly after the expiration time. The tender offer will not be contingent upon any minimum number of notes being tendered. However, the tender offer will be subject to certain conditions, including the completion by Lamar Media Corp. ("Lamar Media"), Lamar's wholly owned subsidiary, of its previously announced offering of 9 3/4% Senior Notes due 2014. Subject to applicable law, Lamar may waive conditions applicable to the tender offer or extend, terminate or otherwise amend the tender offer.

The purpose of the offer is to purchase the notes in order to retire the debt associated with the notes. In accordance with the terms and subject to the conditions of the tender offer, Lamar will fund purchases pursuant to the tender offer from the proceeds of Lamar Media's senior note offering. As of March 23, 2009, $287,209,000 aggregate principal amount of the notes was outstanding.

The dealer managers for the tender offer are J.P. Morgan Securities Inc. and Wachovia Capital Markets, LLC. Global Bondholder Services Corporation is acting as depository and information agent in connection with the tender offer. Any questions regarding procedures for tendering the notes or requests for additional copies of the Offer to Purchase, Letter of Transmittal and related documents, which are available for free and which describe the tender offer in greater detail, should be directed to Global Bondholder Services Corporation, whose address and telephone number are as follows:

Global Bondholder Services Corporation
65 Broadway — Suite 723
New York, New York 10006

Holders call toll-free: (866) 857-2200
Banks and Brokers call: (212) 430-3774
Fax: (212) 430-3775

None of Lamar, its board of directors, the dealer managers, the information agent or the depository is making any recommendation to holders of notes as to whether or not they should tender any notes pursuant to the tender offer.

This press release is for informational purposes only and shall not constitute an offer to purchase nor a solicitation for acceptance of the tender offer described above. The tender offer is being made only pursuant to the Offer to Purchase, Letter of Transmittal and related materials that Lamar will distribute to holders of the notes after these documents are filed with the SEC as exhibits to its Schedule TO. Holders of notes should read the Offer to Purchase, Letter of Transmittal and related tender offer materials when they become available because they contain important information. Holders of notes can obtain a copy of the Offer to Purchase, Letter of Transmittal and other tender offer related materials free of charge from the SEC's website at *www.sec.gov* once Lamar files them with the SEC, which it expects to do on or about March 23, 2009.

About Lamar

Lamar Advertising Company is one of the largest outdoor advertising companies in the United States based on number of displays and has operated under the Lamar name since 1902. As of December 31, 2008, Lamar owned and operated approximately 159,000 billboard advertising displays in 44 states, Canada and Puerto Rico, approximately 100,000 logo advertising displays in 19 states and the province of Ontario, Canada, and operated over 29,000 transit advertising displays in 17 states, Canada and Puerto Rico. Lamar offers its customers a fully integrated service, satisfying all aspects of their billboard display requirements from ad copy production to placement and maintenance. Lamar's corporate headquarters is located in Baton Rouge, Louisiana.

Forward-Looking Statements

This press release contains forward-looking statements that involve risks and uncertainties, including statements concerning Lamar's expectations regarding the terms of the offer and timing for filing its Schedule TO, Offer to Purchase, Letter of Transmittal and other offer related documents, the completion by Lamar Media of its senior notes offering and the commencement and completion of Lamar's tender offer for the notes. There can be no assurance that the tender offer will be completed or that it will not be amended or withdrawn.

LAMAR MEDIA CORP.

$350,000,000
($314,926,500 gross proceeds)

9.750% Senior Notes due 2014

PURCHASE AGREEMENT

March 20, 2009

J.P. MORGAN SECURITIES INC.
BANC OF AMERICA SECURITIES LLC
BNP PARIBAS SECURITIES CORP.
BNY MELLON CAPITAL MARKETS, LLC
CALYON SECURITIES (USA) INC.
GREENWICH CAPITAL MARKETS, INC.
RBC CAPITAL MARKETS CORPORATION
WACHOVIA CAPITAL MARKETS, LLC
c/o J.P. Morgan Securities Inc.
270 Park Avenue, 5th floor
New York, New York 10017

Ladies and Gentlemen:

Lamar Media Corp., a Delaware corporation (the "*Company*"), proposes to issue and sell $350,000,000 aggregate principal amount ($314,926,500 gross proceeds) of its 9.750% Senior Notes due 2014 (the "*Securities*"). The Securities will be issued pursuant to an Indenture to be dated March 27, 2009 (the "*Indenture*") between the Company, certain subsidiaries of the Company, as Guarantors (the "*Guarantors*"), and The Bank of New York Mellon, as trustee (the "*Trustee*"). The Company hereby confirms its agreement with J.P. Morgan Securities Inc. ("*JPMorgan*"), Banc of America Securities LLC, BNP Paribas Securities Corp., BNY Mellon Capital Markets, LLC, Calyon Securities (USA) Inc., Greenwich Capital Markets, Inc., RBC Capital Markets Corporation and Wachovia Capital Markets, LLC (collectively, the "*Initial Purchasers*") concerning the purchase of the Securities from the Company by the several Initial Purchasers. Payment of the principal of and interest and premium, if any, on the Securities shall be guaranteed on a senior basis by each of the Guarantors as provided and to the extent set forth in the Indenture (the "*Guarantees*"). The Company and the Guarantors are collectively referred to herein as the "*Issuers*."

The Securities will be offered and sold to the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "*Securities Act*"), in reliance upon one or more exemptions therefrom. The Company has prepared a preliminary offering memorandum dated March 19, 2009 (including the information incorporated by reference therein, the "*Preliminary Offering Memorandum*") and will prepare an offering memorandum dated the date hereof (including the information incorporated by reference therein, the "*Offering Memorandum*") setting forth information concerning the Company and the Securities. Copies of the Preliminary Offering Memorandum have been, and copies of the Offering Memorandum will be, delivered by the Company to the Initial Purchasers pursuant to the terms of this Agreement. Any references herein to the Preliminary Offering Memorandum, any other Time of Sale Information (as defined below) and the Offering Memorandum shall be deemed to include all amendments and supplements thereto, unless otherwise noted. The Company hereby confirms that it has authorized the use of the Preliminary Offering Memorandum, the other Time of Sale Information and the Offering

Memorandum in connection with the offering and resale of the Securities by the Initial Purchasers in the manner contemplated by this Agreement.

At or prior to the time when sales of the Securities were first made (the "*Time of Sale*"), the following information shall have been prepared (collectively, the "*Time of Sale Information*"): the Preliminary Offering Memorandum, as supplemented or amended by the communications listed on Annex A hereto.

Holders of the Securities (including the Initial Purchasers and their direct and indirect transferees) will be entitled to the benefits of a Registration Rights Agreement, substantially in the form attached hereto as Exhibit A (the "*Registration Rights Agreement*"), pursuant to which the Company will agree to file with the Securities and Exchange Commission (the "*Commission*") (i) a registration statement under the Securities Act (the "*Exchange Offer Registration Statement*") registering an issue of senior notes of the Company (the "*Exchange Securities*") that are identical in all material respects to the Securities (except that the Exchange Securities will not contain terms with respect to transfer restrictions or additional interest) and (ii) under certain circumstances, a shelf registration statement pursuant to Rule 415 under the Securities Act (the "*Shelf Registration Statement*").

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Time of Sale Information.

1. Representations, Warranties and Agreements of the Issuers. Each of the Issuers represents and warrants to, and agrees with, the several Initial Purchasers on and as of the date hereof and the Closing Date (as defined in Section 3) that:

(a) The Preliminary Offering Memorandum, as of its date, did not, the Time of Sale Information, at the Time of Sale, did not, and as of the Closing Date, will not, and the Offering Memorandum, in the form first used by the Initial Purchasers to confirm sales of the Securities and as of the Closing Date, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that the Issuers make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with the Initial Purchasers' Information (as defined in Section 10). The documents incorporated by reference in each of the Time of Sale Information and the Offering Memorandum, when filed with the Commission, conformed or will conform, as the case may be, in all material respects to the requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (the "*Exchange Act*").

(b) Other than the Preliminary Offering Memorandum and the Offering Memorandum, the Company (including its agents, other than the Initial Purchasers in their capacity as such) has not made, used, prepared, authorized, approved or referred to and will not make, use, prepare, authorize, approve or refer to any written communication that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives, other than written communications that are listed on Annex A hereto, the Preliminary Offering Memorandum and the Offering Memorandum, an "*Issuer Written Communication*"), and other written communications used in accordance with Section 4(d). Each such Issuer Written Communication, when taken together with the Time of Sale Information, did not, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided*, *however*, that the Issuers make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with the Initial Purchasers' Information (as defined in Section 10).

(c) On the Closing Date, the Securities will not be of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in an automated inter-dealer quotation system; and each of the Time of Sale Information and the Offering Memorandum, as of its respective date, contains all of the information that, if requested by a prospective purchaser of the Securities, would be required to be provided to such prospective purchaser pursuant to Rule 144A(d)(4) under the Securities Act.

(d) Assuming the accuracy of the representations and warranties of the Initial Purchasers contained in Section 2 and their compliance with the agreements set forth therein, it is not necessary, in connection with the issuance and sale of the Securities to the Initial Purchasers and the offer, resale and delivery of the Securities by the Initial Purchasers in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum, to register the Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*").

(e) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware with full corporate power and authority to own, lease and operate its properties and to conduct its business as described in each of the Time of Sale Information and the Offering Memorandum, and is duly registered or qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure to so register or qualify or be in good standing does not, individually or in the aggregate, have a material adverse effect on the condition (financial or other), business, properties, net worth or results of operations of the Company and the Subsidiaries (as hereinafter defined), taken as a whole (a "*Material Adverse Effect*").

(f) Each of the Company's consolidated subsidiaries (collectively, the "*Subsidiaries*") is listed in Exhibit B hereto. Each Subsidiary (other than those identified as "Not a guarantor" on Exhibit B hereto), is a Guarantor and has guaranteed the Securities pursuant to its Guarantee. Each Subsidiary is a corporation, limited liability company or partnership duly organized, validly existing and in good standing in the jurisdiction of its organization, with full corporate, limited liability company or partnership power and authority, as the case may be, to own, lease and operate its properties and to conduct its business as described in each of the Time of Sale Information and the Offering Memorandum, and is duly registered or qualified to conduct its business and is in good standing in each jurisdiction or place where the nature of its properties or the conduct of its business requires such registration or qualification, except where the failure so to register or qualify does not, individually or in the aggregate, have a Material Adverse Effect; all the outstanding shares of capital stock or other equity interest of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and nonassessable, and, except as set forth in each of the Time of Sale Information and the Offering Memorandum, are owned by the Company directly, or indirectly through one of the other Subsidiaries, free and clear of any lien, adverse claim, security interest, equity or other encumbrance except for any such lien, adverse claim, security interest, equity or other encumbrance that would not reasonably be expected, individually or in the aggregate, to materially impair the value of such shares or other equity interests and except for the liens under the Credit Agreement, dated as of September 30, 2005, as amended to the date hereof, among the Company, the guarantor parties thereto, the several lenders from time to time parties thereto and JPMorgan Chase Bank, N.A., as administrative agent, as described in each of the Time of Sale Information and the Offering Memorandum (the "*Credit Agreement*").

(g) The Company has an authorized capitalization as set forth in each of the Preliminary Offering Memorandum and the Offering Memorandum under the heading "Capitalization," and all of the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and nonassessable.

(h) Each of the Issuers has full right, power and authority to execute and deliver this Agreement, the Indenture, the Registration Rights Agreement, the Securities, the Guarantees and the Exchange Securities (including the related guarantees) (collectively, the "*Transaction Documents*"), to the extent each is a party thereto, and to perform its obligations hereunder and thereunder, to the extent each is a party thereto; and all corporate, limited liability company or partnership action, as the case may be, required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby has been duly and validly taken.

(i) This Agreement has been duly authorized, executed and delivered by each of the Issuers and constitutes a valid and legally binding agreement of each of the Issuers.

(j) The Registration Rights Agreement has been duly authorized by each of the Issuers and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of each of the Issuers enforceable against each of the Issuers in accordance with its terms, except to the extent that (i) such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law) and (ii) the enforceability of rights to indemnification and contribution thereunder may be limited by federal and state securities laws or regulations or the public policy underlying such laws or regulations.

(k) The Indenture has been duly authorized by each of the Issuers and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of each of the Issuers enforceable against each of the Issuers in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law). On the Closing Date, the Indenture will conform in all material respects to the requirements of the Trust Indenture Act and the rules and regulations of the Commission applicable to an indenture that is qualified thereunder.

(l) The Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(m) The Guarantees have been duly authorized by each of the Guarantors and, when the Guarantees are duly executed, issued and delivered as provided in the Indenture and the Securities are duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, the Securities will be entitled to the benefits of the Guarantees and the Guarantees will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Guarantors enforceable against each of the Guarantors in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors, rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(n) The Exchange Securities have been duly authorized by the Company and, when duly executed, authenticated, issued and delivered as provided in the Registration Rights Agreement and the Indenture, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(o) The guarantees of the Exchange Securities have been duly authorized by each of the Guarantors and, when the Exchange Securities are duly executed, authenticated, issued and delivered as provided in the Registration Rights Agreement and the Indenture and such guarantees are duly executed, authenticated, issued and delivered as provided in the Registration Rights Agreement and the Indenture, the Exchange Securities will be entitled to the benefits of such guarantees and such guarantees will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Guarantors and enforceable against each of the Guarantors in accordance with their terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors, rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(p) Each Transaction Document conforms in all material respects to the description thereof contained in each of the Time of Sale Information and the Offering Memorandum.

(q) None of the issuance or sale of the Securities, the execution, delivery or performance of the Transaction Documents by the Issuers or the consummation by the Issuers of the transactions contemplated thereby (i) requires any consent, approval, authorization or other order of or registration or filing with, any court, regulatory body, administrative agency or other governmental body, agency or official (except such as may be required under the Securities Act and applicable state securities laws as provided in the Registration Rights Agreement and assuming the accuracy of the Initial Purchasers' representations set forth in Section 2 of this Agreement, including the resale of the Securities in conformity with such representations and warranties) or conflicts or will conflict with or constitutes or will constitute a breach of, or a default under, the certificate or articles of incorporation or bylaws, the certificate of formation or operating agreement, or the partnership agreement, or other organizational documents, of the Company or any of the Subsidiaries or (ii) conflicts or will conflict with or constitutes or will constitute a breach of, or a default under, any agreement, indenture, lease or other instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their respective properties may be bound, or violates or will violate any statute, law, regulation or filing or judgment, injunction, order or decree applicable to the Company or any of the Subsidiaries or any of their respective properties, or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of the Subsidiaries pursuant to the terms of any agreement or instrument to which any of them is a party or by which any of them may be bound or to which any of the property or assets of any of them is subject, except, in the case of the foregoing clause (ii), where such conflict, breach or default would not, individually or in the aggregate, have a Material Adverse Effect.

(r) KPMG LLP, who have certified certain of the financial statements of the Company included (or incorporated by reference) in each of the Time of Sale Information and the Offering Memorandum (and any amendment or supplement thereto), are an independent registered public accounting firm with regard to the Company within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(s) The historical financial statements, together with related schedules and notes, included (or incorporated by reference) in each of the Time of Sale Information and the Offering Memorandum (and any amendment or supplement thereto) comply as to form in all material respects with the requirements applicable to a registration statement on Form S-3 under the Securities Act (assuming for the purpose of this representation that the Company is eligible to use such form and such information in each case, therefore, includes any and all information incorporated by reference therein); such historical financial statements, together with related schedules and notes, present fairly the consolidated financial position, results of operations, cash flows and changes in financial position of the entities to which they relate on the basis stated in each of the Time of Sale Information and the Offering Memorandum at the respective dates or for the respective periods to which they apply; such statements and related schedules and notes have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved, except as disclosed therein; and the other financial and statistical information and data included (or incorporated by reference) in each of the Time of Sale Information and the Offering Memorandum (and any amendment or supplement thereto) are accurately presented in all material respects and prepared on a basis consistent in all material respects with such financial statements and the books and records of the entities to which they relate.

(t) There are no legal or governmental proceedings pending or, to the knowledge of the Issuers, threatened against the Company or any of the Subsidiaries, or to which the Company or any of the Subsidiaries is a party, or to which any of their respective properties is subject, that are required to be described in each of the Time of Sale Information and the Offering Memorandum but are not so described as required; and all pending legal or governmental proceedings to which the Company or any of the Subsidiaries is a party or that affect any of their respective properties including ordinary routine litigation incidental to the business, that are not described in each of the Time of Sale Information and the Offering Memorandum and as to which an adverse determination is not remote would not, if determined adversely to the Company or any of the Subsidiaries, individually or in the aggregate, result in a Material Adverse Effect.

(u) No action has been taken and no statute, rule, regulation or order has been enacted, adopted or issued by any governmental agency or body that prevents the issuance or sale of the Securities or the Guarantees or suspends the issuance or sale of the Securities or the Guarantees in any jurisdiction; no injunction, restraining order or order of any nature by any federal or state court of competent jurisdiction has been issued with respect to the Company or any of the Subsidiaries that would prevent or suspend the issuance or sale of the Securities or the Guarantees or the use of any of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum in any jurisdiction; no action, suit or proceeding is pending against or, to the knowledge of the Issuers, threatened against or affecting the Company or any of the Subsidiaries before any court or arbitrator or any governmental agency, body or official, domestic or foreign, which could reasonably be expected to interfere with or adversely affect the issuance or sale of the Securities or the Guarantees or in any manner draw into question the validity or enforceability of any of the Transaction Documents or any action taken or to be taken pursuant thereto; and each of the Issuers has complied with any and all requests by any securities authority in any jurisdiction for additional information to be included in each of the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication and the Offering Memorandum.

(v) Neither the Company nor any of the Subsidiaries is in violation (i) of its certificate or articles of incorporation or bylaws, certificate of formation or operating agreement, or partnership agreement, or other organizational documents, or (ii) of any law, ordinance, administrative or governmental rule or regulation applicable to the Company or any of the Subsidiaries, including, without limitation, (x) any foreign, Federal, state or local law or regulation relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants

or contaminants ("*Environmental Laws*"), (y) any Federal or state law relating to discrimination in the hiring, promotion or pay of employees or any applicable federal or state wages and hours laws, or (z) any provisions of the Employee Retirement Income Security Act or the rules and regulations promulgated thereunder (collectively, "*ERISA*"), or of any decree of any court or governmental agency or body having jurisdiction over the Company or any of the Subsidiaries except for, in the case of the foregoing clause (ii), such violations that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(w) Neither the Company nor any of the Subsidiaries is in default in the performance of any obligation, agreement or condition contained in any bond, debenture, note or any other evidence of indebtedness or in any other agreement, indenture, lease or other instrument to which the Company or any of the Subsidiaries is a party or by which any of them or any of their respective properties may be bound, except for such defaults which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(x) The Company and each of the Subsidiaries has such permits, licenses, franchises and authorizations including, without limitation, under any applicable Environmental Laws, of governmental or regulatory authorities ("*permits*") as are necessary to own its respective properties and to conduct its business in the manner described in each of the Time of Sale Information and the Offering Memorandum, subject to such qualifications as may be set forth in each of the Time of Sale Information and the Offering Memorandum and with such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; the Company and each of the Subsidiaries has fulfilled and performed all its material obligations with respect to such permits and no event has occurred which allows, or after notice or lapse of time or both would allow, revocation or termination thereof or result in any other material impairment of the rights of the holder of any such permit, subject in each case to such qualification as may be set forth in each of the Time of Sale Information and the Offering Memorandum; and, except as described in each of the Time of Sale Information and the Offering Memorandum, none of such permits contains any restriction that is materially burdensome to the Company or any of the Subsidiaries.

(y) The Company and each of the Subsidiaries have filed, or have received an unexpired valid extension for the filing of, all tax returns required to be filed, which returns are complete and correct in all material respects, and neither the Company nor any Subsidiary is in default in the payment of any taxes which were payable pursuant to said returns or any assessments with respect thereto, except for such failures to file or defaults in payment of a character which would not reasonably be expected to have a Material Adverse Effect.

(z) None of the Issuers is now, and after sale of the Securities to be sold hereunder and application of the net proceeds from such sale as described in each of the Time of Sale Information and the Offering Memorandum under the caption "Use of proceeds" none of them will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(aa) The Company maintains an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure. The Company has carried out evaluations of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(bb) The Company maintains systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. The Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorization, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets, (iii) access to assets is permitted only in accordance with management’s general or specific authorization and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as disclosed in each of the Time of Sale Information and the Offering Memorandum, there are no material weaknesses in the Company’s internal controls.

(cc) Except as described in each of the Time of Sale Information and the Offering Memorandum, the Company and each of the Subsidiaries maintain insurance of the types and in the amounts that are reasonable for the businesses operated by them, all of which insurance is in full force and effect, except for such policies that, if not in full force and effect, would not individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

(dd) The Company and the Subsidiaries own or possess all patents, trademarks, trademark registrations, service marks, service mark registrations, trade names, copyrights, licenses, inventions, trade secrets and rights described in each of the Time of Sale Information and the Offering Memorandum as being owned by them or any of them or necessary for the conduct of their respective businesses, and none of the Issuers is aware of any claim to the contrary or any challenge by any other person to the rights of the Company and the Subsidiaries with respect to the foregoing.

(ee) Each of the Company and the Subsidiaries has good and marketable title to all property (real and personal) described in each of the Time of Sale Information and the Offering Memorandum as being owned by it, free and clear of all liens, claims, security interests or other encumbrances except such as are described in each of the Time of Sale Information and the Offering Memorandum or which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the value of such property to the Company or such Subsidiary, as the case may be, and all the property described in each of the Time of Sale Information and the Offering Memorandum as being held under lease or sublease by each of the Company and the Subsidiaries is held by it under valid, subsisting and enforceable leases or subleases with such exceptions as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or materially impair the value of such leasehold estate to the Company or such Subsidiary, as the case may be, and such leases and subleases are in full force and effect; neither the Company nor any of the Subsidiaries has any notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company or any of the Subsidiaries under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company or any of the Subsidiaries to the continued possession of the leased or subleased premises under any such lease or sublease, which claim could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ff) No labor problem exists with the employees of the Company or any of the Subsidiaries or, to the knowledge of any of the Issuers, is imminent that, in either case, could, individually or in the aggregate, reasonably be expected to result in any Material Adverse Effect.

(gg) No “prohibited transaction” (as defined in ERISA or Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the “*Code*”)) or “accumulated funding deficiency” (as defined in Section 302 of ERISA) or any of the events set forth in Section 4043(b) of ERISA (other than events with respect to which the 30-day notice requirement under Section 4043 of ERISA has been waived) has occurred with respect to any employee benefit plan (other than a multi-employer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA) of the Company or any of the Subsidiaries which could reasonably be expected to have a Material Adverse Effect; each such employee benefit plan (other than a multi-employer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA) is in compliance in all respects with applicable law, including ERISA and the Code except where such non compliance could not reasonably be expected to have a Material Adverse Effect; the Company and each of the Subsidiaries have not incurred and do not expect to incur liability under Title IV of ERISA which could reasonably be expected to have a Material Adverse Effect with respect to the termination of, or withdrawal from, any pension plan for which the Company or any of the Subsidiaries would have any liability; and each such pension plan (other than a multi-employer plan as defined in Section 3(37) or Section 4001(a)(3) of ERISA) that is intended to be qualified under Section 401(a) of the Code is, to the best of the knowledge of Company and its Subsidiaries, so qualified in all material respects and nothing has occurred, whether by action or by failure to act by Company or its Subsidiaries or affiliates, which could reasonably be expected to cause the loss of such qualification.

(hh) Neither the Company nor any of the Subsidiaries nor, to the knowledge of any of the Issuers, any director, officer, agent, employee or other person acting on behalf of the Company or any of the Subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977 or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ii) None of the Issuers is, nor will any of them be, after giving effect to the issuance of the Securities and the Guarantees and the execution, delivery and performance of this Agreement, the Indenture and the Registration Rights Agreement and the consummation of the transactions contemplated hereby and thereby, (i) insolvent, (ii) left with unreasonably small capital with which to engage in its anticipated businesses or (iii) incurring debts beyond its ability to pay such debts as they mature.

(jj) Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Company as described in each of the Time of Sale Information and the Offering Memorandum will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System (the “*Federal Reserve Board*”).

(kk) Neither the Company nor any of the Subsidiaries is a party to any contract, agreement or understanding with any person that would give rise to a valid claim against the Company, any Subsidiary or the Initial Purchasers for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Securities.

(ll) The Securities satisfy the eligibility requirements of Rule 144A(d)(3) under the Securities Act.

(mm) Neither the Company nor any of its affiliates has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as such term is defined in the Securities Act), which is or will be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act.

(nn) None of the Company or any of its affiliates or any other person acting on its or their behalf has (i) engaged, in connection with the offering of the Securities, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (ii) engaged in any directed selling efforts within the meaning of Regulation S under the Securities Act ("*Regulation S*"), and all such persons have complied with the offering restrictions requirement of Regulation S.

(oo) The Issuers have not taken, directly or indirectly, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of the Securities to facilitate the sale or resale of the Securities.

(pp) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in the Time of Sale Information or the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(qq) The Company has complied with all provisions of Florida Statutes, § 517.075, relating to issuers doing business with Cuba.

(rr) Except as disclosed in each of the Time of Sale Information and the Offering Memorandum, subsequent to the respective dates as of which such information is given in each of the Time of Sale Information and the Offering Memorandum, (i) neither the Company nor any of the Subsidiaries has incurred any liability or obligation, direct or contingent, or entered into any transaction, not in the ordinary course of business, that is material to the Company and the Subsidiaries, taken as a whole, and (ii) there has not been any change in the capital stock, or material increase in the short-term debt or long-term debt, of the Company or any of the Subsidiaries, or any material adverse change, or any development involving, or which may reasonably be expected to involve, a prospective material adverse change, in the condition (financial or other), business, properties, net worth or results of operations of the Company and the Subsidiaries, taken as a whole.

(ss) Nothing has come to the attention of the Company that has caused the Company to believe that the statistical and market-related data included (or incorporated by reference) in the Time of Sale Information and the Offering Memorandum is not based on or derived from sources that are reliable and accurate in all material respects.

(tt) The Company and, to the Company's knowledge, each of its directors and officers, in their capacities as such, are in compliance in all material respects with any applicable provision of the United States Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith.

(uu) No Guarantor is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such subsidiary's capital stock, from repaying to the Company any loans or advances to such subsidiary from the Company or from transferring any of such subsidiary's properties or assets to the Company or any other subsidiary of the Company, other than any such prohibitions contained in the Credit Agreement (including as set forth in the disclosure schedules thereto) and the Company's $7^{1}/_{4}$% Senior Subordinated Notes due 2013, $6^{5}/_{8}$% Senior Subordinated Notes due 2015, $6^{5}/_{8}$% Senior Subordinated Notes due 2015—Series B and $6^{5}/_{8}$% Senior Subordinated Notes due 2015—Series C.

2. Purchase and Resale of the Securities.

(a) On the basis of the representations, warranties and agreements contained herein, and subject to the terms and conditions set forth herein, the Company agrees to issue and sell to each of the Initial Purchasers, severally and not jointly, and each of the Initial Purchasers, severally and not jointly, agrees to purchase from the Company, the principal amount of Securities set forth opposite the name of such Initial Purchaser on Schedule 1 hereto at a purchase price equal to 87.954% of the gross proceeds to be derived therefrom plus accrued interest from March 27, 2009 to the Closing Date. The Company shall not be obligated to deliver any of the Securities except upon payment for all of the Securities to be purchased as provided herein.

(b) The Company understands that the Initial Purchasers intend to offer the Securities for resale on the terms set forth in the Time of Sale Information and the Offering Memorandum. Each Initial Purchaser, severally and not jointly, represents, warrants and agrees that: (i) it is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act (a "*QIB*") and an accredited investor within the meaning of Rule 501(a) under the Securities Act; (ii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D under the Securities Act ("*Regulation D*") or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and (iii) it has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell, the Securities as part of their initial offering except: (A) within the United States to persons whom it reasonably believes to be QIBs in transactions pursuant to Rule 144A under the Securities Act ("*Rule 144A*") and in connection with each such sale, it has taken or will take reasonable steps to ensure that the purchaser of the Securities is aware that such sale is being made in reliance on Rule 144A; or (B) in accordance with the restrictions set forth in Annex B hereto. Each Initial Purchaser, severally and not jointly, agrees that, prior to or simultaneously with the confirmation of sale by such Initial Purchaser to any purchaser of any of the Securities purchased by such Initial Purchaser from the Company pursuant hereto, such Initial Purchaser shall furnish to that purchaser a copy of each of the Time of Sale Information and the Offering Memorandum (and any amendment or supplement thereto that the Company shall have furnished to such Initial Purchaser prior to the date of such confirmation of sale). Each Initial Purchaser acknowledges and agrees that the Company and, for purposes of the opinions to be delivered to the Initial Purchasers pursuant to Sections 6(d) and (g), counsel for the Company and counsel for the Initial Purchasers, respectively, may rely upon the accuracy of the representations and warranties of the Initial Purchasers, and compliance by the Initial Purchasers with their agreements, contained in this Section 2(b) (including Annex B hereto), and each Initial Purchaser hereby consents to such reliance.

(c) The Company acknowledges and agrees that the Initial Purchasers may offer and sell Securities to or through any affiliate of an Initial Purchaser and that any such affiliate may offer and sell Securities purchased by it to or through an Initial Purchaser.

(d) The Company acknowledges and agrees that the Initial Purchasers are acting solely in the capacity of an arm's length contractual counterparty to the Issuers with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as financial advisors or fiduciaries to, or agents of, the Issuers or any other person. Additionally, no Initial Purchaser is advising the Issuers or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuers shall consult with its own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Initial Purchasers shall have no responsibility or liability to the Issuers with respect thereto. Any review by any Initial Purchaser of the Issuers, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Initial Purchaser and shall not be on behalf of the Issuers or any other person.

3. Delivery of and Payment for the Securities.

(a) Delivery of and payment for the Securities shall be made at the offices of Cahill Gordon & Reindel LLP, 80 Pine Street, New York, New York, or at such other place as shall be agreed upon by the Initial Purchasers and the Company, at 10:00 A.M., New York City time, on March 27, 2009, or at such other time or date, not later than seven full business days thereafter, as shall be agreed upon by the Initial Purchasers and the Company (such date and time of payment and delivery being referred to herein as the "*Closing Date*").

(b) On the Closing Date, payment of the purchase price for the Securities shall be made to the Company by wire or book-entry transfer of same-day funds to such account or accounts as the Company shall specify prior to the Closing Date or by such other means as the parties hereto shall agree prior to the Closing Date against delivery to the Initial Purchasers of the certificates evidencing the Securities. Time shall be of the essence, and delivery at the time and place specified pursuant to this Agreement is a further condition of the obligations of the Initial Purchasers hereunder. Upon delivery, the Securities shall be in global form, registered in such names and in such denominations as JPMorgan on behalf of the Initial Purchasers shall have requested in writing not less than two full business days prior to the Closing Date. The Company agrees to make one or more global certificates evidencing the Securities available for inspection by JPMorgan on behalf of the Initial Purchasers in New York, New York at least 24 hours prior to the Closing Date.

4. Further Agreements of the Issuers. Each of the Issuers jointly and severally agrees with each of the several Initial Purchasers:

(a) to advise the Initial Purchasers promptly and, if requested, confirm such advice in writing, of the happening of any event that makes any statement of a material fact made in either the Time of Sale Information or the Offering Memorandum untrue or which requires the making of any additions to or changes in either the Time of Sale Information or the Offering Memorandum (as amended or supplemented from time to time) in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; to advise the Initial Purchasers promptly of any order preventing or suspending the use of the Preliminary Offering Memorandum, any other Time of Sale Information or the Offering Memorandum, of any suspension of the qualification of the Securities for offering or sale in any jurisdiction and of the initiation or threatening of any proceeding for any such purpose; and to use its best efforts to prevent the issuance of any such order preventing or suspending the use of the Preliminary Offering Memorandum, any other Time of Sale Information or the Offering Memorandum or suspending any such qualification and, if any such suspension is issued, to obtain the lifting thereof at the earliest possible time;

(b) to furnish promptly to each of the Initial Purchasers and counsel for the Initial Purchasers, without charge, as many copies of the Preliminary Offering Memorandum, any other Time of Sale Information and the Offering Memorandum (and any amendments or supplements thereto) as may be reasonably requested;

(c) prior to making any amendment or supplement to either the Time of Sale Information or the Offering Memorandum, to furnish a copy thereof to each of the Initial Purchasers and counsel for the Initial Purchasers and not to effect any such amendment or supplement to which the Initial Purchasers shall reasonably object by notice to the Company after a reasonable period to review unless the Company is advised in writing by counsel that such amendment or supplement is legally required;

(d) before using, authorizing, approving or referring to any Issuer Written Communication, to furnish to JPMorgan on behalf of the Initial Purchasers and counsel for the Initial

Purchasers a copy of such written communication for review and not to use, authorize, approve or refer to any such written communication to which JPMorgan on behalf of the Initial Purchasers reasonably objects based upon the advise of such counsel;

(e) (1) if, at any time prior to completion of the resale of the Securities by the Initial Purchasers, (i) any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the Initial Purchasers or counsel for the Company, to amend or supplement the Offering Memorandum in order that the Offering Memorandum will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time it is delivered to a purchaser, not misleading or (ii) if it is necessary to amend or supplement the Offering Memorandum to comply with applicable law, subject to Section 4(c) hereof, to promptly prepare such amendment or supplement as may be necessary to correct such untrue statement or omission or so that the Offering Memorandum, as so amended or supplemented, will comply with applicable law and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading or (ii) it is necessary to amend or supplement any of the Time of Sale Information to comply with law, the Company will immediately notify the Initial Purchasers thereof and forthwith prepare and, subject to Section 4(c) hereof, furnish to the Initial Purchasers such amendments or supplements to any of the Time of Sale Information (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading;

(f) for so long as the Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, to furnish to holders of the Securities and prospective purchasers of the Securities designated by such holders, upon request of such holders or such prospective purchasers, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act, unless the Company is in compliance with Section 13 or 15(d) of the Exchange Act, as if it were then subject to Section 13 or 15(d) of the Exchange Act (the foregoing agreement being for the benefit of the holders from time to time of the Securities and prospective purchasers of the Securities designated by such holders);

(g) for a period of two years following the Closing Date, to furnish to the Initial Purchasers copies of any annual reports, quarterly reports and current reports filed by the Company with the Commission on Forms 10-K, 10-Q and 8-K, or such other similar forms as may be designated by the Commission, and such other documents, reports and information as shall be furnished by the Issuers to the Trustee or to the holders of the Securities pursuant to the Indenture or the Exchange Act or any rule or regulation of the Commission thereunder;

(h) to promptly take from time to time such actions as the Initial Purchasers may reasonably request to qualify the Securities for offering and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers may designate and to continue such qualifications in effect for so long as required for the resale of the Securities; and to arrange for the determination of the eligibility for investment of the Securities under the laws of such jurisdictions as the Initial Purchasers may reasonably request; *provided, however,* that the Company and the Subsidiaries shall not be obligated to qualify as foreign corporations in any jurisdiction in which they are not so qualified or to file a general consent to service of process in any jurisdiction;

(i) to assist the Initial Purchasers in arranging for the Securities to be eligible for clearance and settlement through The Depository Trust Company (“*DTC*”);

(j) not to, and to cause its affiliates not to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as such term is defined in the Securities Act) that could be integrated with the sale of the Securities in a manner that would require registration of the Securities under the Securities Act;

(k) except following the effectiveness of the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, not to, and to cause its affiliates not to, and not to authorize or knowingly permit any person acting on their behalf to, (i) solicit any offer to buy or offer to sell the Securities by means of any form of general solicitation or general advertising within the meaning of Regulation D or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and not to offer, sell, contract to sell or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act to cease to be applicable to the offering and sale of the Securities as contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum or (ii) engage in any directed selling efforts within the meaning of Regulation S, and all such persons will comply with the offering restrictions requirement of Regulation S;

(l) for a period of 90 days from the date of the Offering Memorandum, not to offer for sale, sell, contract to sell or otherwise dispose of, directly or indirectly, or file a registration statement for, or announce any offer, sale, contract for sale of or other disposition of any debt securities substantially similar to the Securities, or securities exchangeable for, or convertible into, debt securities substantially similar to the Securities, issued or guaranteed by the Company or any of the Subsidiaries (other than the Securities, the Guarantees and the Exchange Securities and related guarantees) without the prior written consent of JPMorgan on behalf of the Initial Purchasers;

(m) during the period from the Closing Date until two years after the Closing Date, without the prior written consent of JPMorgan on behalf of the Initial Purchasers, not to, and not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Securities that have been reacquired by them, except for Securities purchased by the Company or any of its affiliates and resold in a transaction registered under the Securities Act;

(n) not to, for so long as the Securities are outstanding, be or become, or be or become owned by, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act, and to not be or become, or be or become owned by, a closed-end investment company required to be registered, but not registered thereunder;

(o) in connection with the offering of the Securities, until JPMorgan on behalf of the Initial Purchasers shall have notified the Company of the completion of the resale of the Securities, not to, and to cause its affiliated purchasers (as defined in Regulation M under the Exchange Act) not to, either alone or with one or more other persons, bid for or purchase, for any account in which it or any of its affiliated purchasers has a beneficial interest, any Securities, or attempt to induce any person to purchase any Securities; and not to, and to cause its affiliated purchasers not to, make bids or purchase for the purpose of creating actual, or apparent, active trading in or of raising the price of the Securities;

(p) in connection with the offering of the Securities, to make its officers, employees, independent registered public accounting firm and legal counsel reasonably available upon request by the Initial Purchasers;

(q) to furnish to each of the Initial Purchasers on the date hereof a copy of the independent registered public accounting firm's report incorporated by reference in the Time of Sale Information and the Offering Memorandum signed by the accountants rendering such report;

(r) to do and perform all things required to be done and performed by it under this Agreement that are within its control prior to or after the Closing Date, and to use its best efforts to satisfy all conditions precedent on its part to the delivery of the Securities;

(s) not to take any action prior to the execution and delivery of the Indenture that, if taken after such execution and delivery, would have violated any of the covenants contained in the Indenture provided as a draft to Edwards Angell Palmer & Dodge LLP on March 20, 2009;

(t) unless required by law, not to take any action prior to the Closing Date that would require either the Time of Sale Information or the Offering Memorandum to be amended or supplemented pursuant to Section 4(e);

(u) prior to the Closing Date, not to issue any press release or other communication directly or indirectly or hold any press conference with respect to the Company, its condition, financial or otherwise, or earnings, business affairs or business prospects (except for routine oral marketing communications in the ordinary course of business and consistent with the past practices of the Company and of which the Initial Purchasers are notified), without the prior written consent of JPMorgan on behalf of the Initial Purchasers, unless in the judgment of the Company and its counsel, and after notification to the Initial Purchasers, such press release or communication is required by law;

(v) to apply the net proceeds from the sale of the Securities as set forth in each of the Time of Sale Information and the Offering Memorandum under the heading "Use of proceeds."

5. Certain Agreements of the Initial Purchasers. Each Initial Purchaser hereby represents and agrees that it has not and will not use, authorize use of, refer to, or participate in the planning for use of, any written communication that constitutes an offer to sell or the solicitation of an offer to buy the Securities other than (i) the Preliminary Offering Memorandum and the Offering Memorandum, (ii) a written communication that contains no "issuer information" (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Offering Memorandum or the Offering Memorandum, (iii) any written communication listed on Annex A or prepared pursuant to Section 4(d) above, (iv) any written communication prepared by such Initial Purchaser and approved by the Company in advance in writing or (v) any written communication relating to or that contains solely the terms of the Securities and/or other information that was included (including through incorporation by reference) in the Preliminary Offering Memorandum or the Offering Memorandum.

6. Conditions of Initial Purchasers' Obligations. The respective obligations of the several Initial Purchasers hereunder are subject to the accuracy, on and as of the date hereof and the Closing Date, of the representations and warranties of the Issuers contained herein, to the accuracy of the statements of the Issuers and their officers made in any certificates delivered pursuant hereto on the date thereof and the Closing Date, to the performance by the Issuers of their obligations hereunder, and to each of the following additional terms and conditions:

(a) The Offering Memorandum (and any amendments or supplements thereto) shall have been printed and copies distributed to the Initial Purchasers as promptly as practicable on or following the date of this Agreement or at such other date and time as to which the Initial Purchasers may agree and final electronic versions of the Time of Sale Information shall have been

distributed to the Initial Purchasers; and no stop order suspending the sale of the Securities in any jurisdiction shall have been issued and no proceeding for that purpose shall have been commenced or shall be pending or threatened.

(b) None of the Initial Purchasers shall have discovered and disclosed to the Company on or prior to the Closing Date that either the Time of Sale Information or the Offering Memorandum or any amendment or supplement thereto contains an untrue statement of a fact that, in the opinion of counsel for the Initial Purchasers, is material or omits to state any fact which, in the opinion of such counsel, is material and is required to be stated therein or is necessary to make the statements therein not misleading.

(c) All corporate proceedings and other legal matters incident to the authorization, form and validity of each of the Transaction Documents, the Time of Sale Information and the Offering Memorandum, and all other legal matters relating to the Transaction Documents and the transactions contemplated thereby, shall be satisfactory in all material respects to the Initial Purchasers, and the Issuers shall have furnished to the Initial Purchasers all documents and information that they or their counsel may reasonably request to enable them to pass upon such matters.

(d) Edwards Angell Palmer & Dodge LLP shall have furnished to the Initial Purchasers their written opinion, as counsel to the Company, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex C hereto.

(e) Kean, Miller, Hawthorne, D'Armond, McCowan & Jarman, L.L.P. shall have furnished to the Initial Purchasers their written opinion, as counsel to the Issuers, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex D hereto.

(f) James R. McIlwain, Esq. shall have furnished to the Initial Purchasers his written opinion, as general counsel to the Company, addressed to the Initial Purchasers and dated the Closing Date, in form and substance reasonably satisfactory to the Initial Purchasers, substantially to the effect set forth in Annex E hereto.

(g) The Initial Purchasers shall have received from Cahill Gordon & Reindel LLP, counsel for the Initial Purchasers, such opinion or opinions, dated the Closing Date, with respect to such matters as the Initial Purchasers may reasonably require, and the Issuers shall have furnished to such counsel such documents and information as they request for the purpose of enabling them to pass upon such matters.

(h) The Company shall have furnished to the Initial Purchasers a letter (the "*Initial Letter*") from KPMG LLP, addressed to the Initial Purchasers and dated the date hereof, in form and substance satisfactory to the Initial Purchasers; *provided*, *however*, that the Initial Purchasers shall have provided to KPMG LLP the representations required by SAS 72.

(i) The Company shall have furnished to the Initial Purchasers a letter (the "*Bring-Down Letter*") from KPMG LLP, addressed to the Initial Purchasers and dated the Closing Date (i) confirming that they are an independent registered public accounting firm within the meaning of the Exchange Act and the published rules and regulations thereunder, (ii) stating, as of the date of the Bring-Down Letter (or, with respect to matters involving changes or developments since the respective dates as of which specified financial information is given in each of the Time of Sale Information and the Offering Memorandum, as of a date not more than three business days prior to the date of the Bring-Down Letter), that the conclusions and findings of such accountants with respect to the financial information and other matters covered by the Initial Letter are accurate

and (iii) confirming in all material respects the conclusions and findings set forth in the Initial Letter.

(j) The Company shall have furnished to the Initial Purchasers a certificate, dated the Closing Date, of its chief executive officer and its chief financial officer stating that (i) such officers have carefully examined each of the Time of Sale Information and the Offering Memorandum, (ii) in their opinion, each of the Time of Sale Information and the Offering Memorandum, as of its date, did not include any untrue statement of a material fact and did not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and since the Time of Sale or the date of the Offering Memorandum, no event has occurred that should have been set forth in a supplement or amendment to each of the Time of Sale Information and the Offering Memorandum so that each of the Time of Sale Information and the Offering Memorandum (as so amended or supplemented) would not include any untrue statement of a material fact and would not omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (iii) as of the Closing Date, the representations and warranties of the Issuers in this Agreement are true and correct in all material respects (except to the extent that any such representation and warranty is qualified as to "materiality" or "Material Adverse Effect", in which case such representation and warranty shall be true and correct in all respects) and, each of the Issuers has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder on or prior to the Closing Date, and (iv) subsequent to the date of the most recent financial statements included (or incorporated by reference) in each of the Time of Sale Information and the Offering Memorandum, there has been no material adverse change in the financial position or results of operation of the Company or any of the Subsidiaries, taken as a whole, or any change, or any development including a prospective change, in or affecting the condition (financial or otherwise), results of operations, business or prospects of the Company and the Subsidiaries taken as a whole, except as set forth in each of the Time of Sale Information (exclusive of any amendment or supplement thereto) and the Offering Memorandum.

(k) The Initial Purchasers shall have received a counterpart of the Registration Rights Agreement, which shall have been executed and delivered by a duly authorized officer of each of the Issuers.

(l) The Indenture shall have been duly executed and delivered by each of the Issuers and the Trustee, the Securities shall have been duly executed and delivered by the Company and duly authenticated by the Trustee and the Guarantees shall have been duly executed and delivered by each of the Guarantors.

(m) The Securities shall be eligible for clearance and settlement through DTC.

(n) If any event shall have occurred that requires the Issuers under Section 4(e) to prepare an amendment or supplement to either the Time of Sale Information or the Offering Memorandum, such amendment or supplement shall have been prepared, the Initial Purchasers shall have been given a reasonable opportunity to comment thereon (unless such opportunity is not required by Section 4(c)), and copies thereof shall have been delivered to the Initial Purchasers reasonably in advance of the Closing Date.

(o) There shall not have occurred any invalidation of Rule 144A under the Securities Act by any court or any withdrawal or proposed withdrawal of any rule or regulation under the Securities Act or the Exchange Act by the Commission or any amendment or proposed amendment thereof by the Commission that in the judgment of the Initial Purchasers would materially impair

the ability of the Initial Purchasers to purchase, hold or effect resales of the Securities as contemplated hereby.

(p) Subsequent to the execution and delivery of this Agreement or, if earlier, the dates as of which information is given in each of the Time of Sale Information and the Offering Memorandum (exclusive of any amendment or supplement thereto), no event or condition of a type described in Section 1(rr) shall have occurred or exist the effect of which, in any such case described above, is, in the reasonable judgment of the Initial Purchasers, so material and adverse as to make it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum (exclusive of any amendment or supplement thereto).

(q) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any governmental agency or body which would, as of the Closing Date, prevent the issuance or sale of the Securities or the issuance of the Guarantees; and no injunction, restraining order or order of any other nature by any federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance or sale of the Securities or the issuance of the Guarantees.

(r) Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Securities or any other debt securities or preferred stock issued or guaranteed by the Company or any of the Guarantors by any "nationally recognized statistical rating organization," as such term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act; and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities or preferred stock issued or guaranteed by the Company or any of the Guarantors (other than an announcement with positive implications of a possible upgrading).

(s) Subsequent to the earlier of (A) the Time of Sale and (B) execution and delivery of this Agreement there shall not have occurred any of the following: (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange or the over-the-counter market; (ii) trading of any securities issued or guaranteed by the Company or any of the Guarantors shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of JPMorgan, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Offering Memorandum.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Initial Purchasers.

7. Termination. The obligations of the Initial Purchasers hereunder may be terminated by the Initial Purchasers, in their absolute discretion, by notice given to and received by the Company prior to delivery of and payment for the Securities if, prior to that time, any of the events described in Section 6(o), (p), (q), (r) or (s) shall have occurred and be continuing.

8. Defaulting Initial Purchasers.

(a) If, on the Closing Date, any Initial Purchaser defaults in the performance of its obligations under this Agreement, the non-defaulting Initial Purchasers may make arrangements for the purchase of the Securities that such defaulting Initial Purchaser agreed but failed to purchase by other persons satisfactory to the Company and the non-defaulting Initial Purchasers, but if no such arrangements are made within 36 hours after such default, this Agreement shall terminate without liability on the part of the non-defaulting Initial Purchasers or the Issuers, except that the Issuers will continue to be liable for the payment of expenses to the extent set forth in Sections 9 and 12 and except that the provisions of Sections 10, 13 and 16 shall not terminate and shall remain in effect. As used in this Agreement, the term "*Initial Purchasers*" includes, for all purposes of this Agreement unless the context otherwise requires, any party not listed in Schedule 1 hereto that, pursuant to this Section 8, purchases Securities which a defaulting Initial Purchaser agreed but failed to purchase.

(b) Nothing contained herein shall relieve a defaulting Initial Purchaser of any liability it may have to the Company or any non-defaulting Initial Purchaser for damages caused by its default. If other persons are obligated or agree to purchase the Securities of a defaulting Initial Purchaser, either the non-defaulting Initial Purchasers or the Company may postpone the Closing Date for up to seven full business days in order to effect any changes that in the opinion of counsel for the Company or counsel for the Initial Purchasers may be necessary in each of the Time of Sale Information and the Offering Memorandum or in any other document or arrangement, and each of the Issuers agrees to promptly prepare any amendment or supplement to each of the Time of Sale Information and the Offering Memorandum that effects any such changes.

9. Reimbursement of Initial Purchasers' Expenses. If (a) this Agreement shall have been terminated pursuant to Section 7, (b) the Company shall fail to tender the Securities for delivery to the Initial Purchasers or (c) the Initial Purchasers shall decline to purchase the Securities for any reason permitted under this Agreement, the Issuers agree, jointly and severally, to reimburse the Initial Purchasers for such out-of-pocket expenses (including reasonable fees and disbursements of counsel) as shall have been reasonably incurred by the Initial Purchasers in connection with this Agreement and the proposed purchase and resale of the Securities. If this Agreement is terminated pursuant to Section 8 by reason of the default of one or more of the Initial Purchasers, the Issuers shall not be obligated to reimburse any defaulting Initial Purchaser on account of such expenses.

10. Indemnification.

(a) Each of the Issuers jointly and severally agree to indemnify and hold harmless each Initial Purchaser, its affiliates, directors and officers and each person, if any, who controls such Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, any untrue statement or alleged untrue statement of a material fact contained in the Preliminary Offering Memorandum, any other Time of Sale Information, any Issuer Written Communication or the Offering Memorandum (or any amendment or supplement thereto) or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading in each case, except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Initial Purchaser furnished to the Company in writing by such Initial Purchaser through JPMorgan expressly for use therein; *provided*, *however*, that the foregoing indemnity agreement with respect to the Preliminary Offering Memorandum shall not inure to the benefit of any Initial Purchaser from whom the person asserting any such losses, claims, damages or liabilities purchased Notes, or any person controlling such Initial Purchaser

where it shall have been determined by a court of competent jurisdiction by final and nonappealable judgment that (i) prior to the Time of Sale, the Issuers shall have notified such Initial Purchaser that the Preliminary Offering Memorandum contains an untrue statement of material fact or omits to state therein a material fact required to be stated therein in order to make the statements therein not misleading, (ii) such untrue statement or omission of a material fact was corrected in an amended or supplemented Preliminary Offering Memorandum or, where permitted by law, an Issuer Written Communication and such corrected Preliminary Offering Memorandum or Issuer Written Communication was provided to such Initial Purchaser far enough in advance of the Time of Sale so that such corrected Preliminary Offering Memorandum or Issuer Written Communication could have been provided to such person prior to the Time of Sale, (iii) the Initial Purchaser did not send or give such corrected Preliminary Offering Memorandum or Issuer Written Communication to such person at or prior to the Time of Sale of the Notes to such person, and (iv) such loss, claim, damage or liability would not have occurred had the Initial Purchaser delivered the corrected Preliminary Offering Memorandum or Issuer Written Communication to such person.

(b) Each Initial Purchaser agrees, severally and not jointly, to indemnify and hold harmless each of the Issuers and their respective directors, officers, employees, representatives and agents, and each person, if any, who controls each of the Issuers within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Initial Purchaser furnished to the Company in writing by such Initial Purchaser through JPMorgan expressly for use in the Preliminary Offering Memorandum, any other Time of Sale Information and the Offering Memorandum (or any amendment or supplement thereto), it being understood and agreed that the only such information consists of the following: the first sentence of the second paragraph and the fourth sentence of the ninth paragraph, in each case under the heading “Plan of distribution” in the Offering Memorandum (the “*Initial Purchasers’ Information*”).

(c) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the “*Indemnified Person*”) shall promptly notify the person against whom such indemnification may be sought (the “*Indemnifying Person*”) in writing; *provided*, *however*, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and *provided further*, *however*, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 10 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary, (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person, (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of

more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Initial Purchaser, its affiliates, directors and officers and any control persons of such Initial Purchaser shall be designated in writing by JPMorgan and any such separate firm for the Issuers and any control persons of the Issuers shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Person shall have requested that an Indemnifying Person reimburse the Indemnified Person for fees and expenses of counsel as contemplated by this paragraph, the Indemnifying Person shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by the Indemnifying Person of such request and (ii) the Indemnifying Person shall not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuers, on the one hand, and the Initial Purchasers, on the other, from the offering of the Securities or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Issuers, on the one hand, and the Initial Purchasers, on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Issuers, on the one hand, and the Initial Purchasers on the other shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company from the sale of the Securities and the total discounts and commissions received by the Initial Purchasers in connection therewith, as provided in this Agreement, bear to the aggregate offering price of the Securities. The relative fault of the Issuers, on the one hand, and the Initial Purchasers, on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or any Guarantor or by the Initial Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Issuers and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 10 were determined by *pro rata* allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 10, in no event shall an Initial Purchaser be required to contribute any amount in excess of the amount by which the total discounts and commissions received by such Initial Purchaser with respect to the offering of the Securities exceeds the amount of any damages that

such Initial Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Initial Purchasers' obligations to contribute pursuant to this Section 10 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) The remedies provided for in this Section 10 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

11. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Initial Purchasers, the Company and their respective successors. This Agreement and the terms and provisions hereof are for the sole benefit of only those persons, except as provided in Section 10 with respect to affiliates of the Initial Purchasers and officers, directors, employees, representatives, agents and controlling persons of the Issuers and the Initial Purchasers and in Section 4(f) with respect to holders and prospective purchasers of the Securities. Nothing in this Agreement is intended or shall be construed to give any person, other than the persons referred to in this Section 11, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

12. Expenses. The Issuers agree, joint and severally, with the Initial Purchasers to pay: (a) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (b) the costs incident to the preparation, printing and distribution of the Time of Sale Information, the Offering Memorandum and any amendments or supplements thereto; (c) the costs of reproducing and distributing each of the Transaction Documents; (d) the costs incident to the preparation, printing and delivery of the certificates evidencing the Securities, including stamp duties and transfer taxes, if any, payable upon issuance of the Securities; (e) the fees and expenses of the Issuers' counsel and independent accountants; (f) the fees and expenses of qualifying the Securities under the securities laws of the several jurisdictions as provided in Section 4(h) and of preparing, printing and distributing Blue Sky Memoranda (including related fees and expenses of counsel for the Initial Purchasers); (g) any fees charged by rating agencies for rating the Securities; (h) the fees and expenses of the Trustee and any paying agent (including related fees and expenses of any counsel to such parties); (i) all expenses and application fees incurred in connection with the approval of the Securities for book-entry transfer by DTC; and (j) all other costs and expenses incident to the performance of the obligations of the Issuers under this Agreement that are not otherwise specifically provided for in this Section 12; *provided, however*, that except as provided in this Section 12 and Sections 9 and 10, the Initial Purchasers shall pay their own costs and expenses, including fees of their counsel, taxes on resales of the Securities by them and any expenses in connection with any offers they make.

13. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Issuers and the Initial Purchasers contained in this Agreement or made by or on behalf of the Issuers or the Initial Purchasers pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination or cancellation of this Agreement or any investigation made by or on behalf of any of them or any of their respective affiliates, officers, directors, employees, representatives, agents or controlling persons.

14. Notices, etc. All statements, requests, notices and agreements hereunder shall be in writing, and:

(a) if to the Initial Purchasers, shall be delivered or sent by mail or telecopy transmission to J.P. Morgan Securities Inc., 270 Park Avenue, New York, New York 10017, Attention: Richard Gabriel (telecopier no.: (212) 270-1063); or

(b) if to the Company, shall be delivered or sent by mail or telecopy transmission to the address of the Company set forth or incorporated by reference in the Offering Memorandum, Attention: James R. McIlwain, Esq., General Counsel (telecopier no.: (225) 928-3400);

Any such statements, requests, notices or agreements shall take effect at the time of receipt thereof. The Company shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Initial Purchasers by JPMorgan.

15. Definition of Terms. For purposes of this Agreement, (a) the term "*business day*" means any day other than a day on which banks are permitted or required to be closed in New York City, (b) except where otherwise expressly provided, the term "*subsidiary*" has the meaning set forth in Rule 405 under the Securities Act, (c) the term "*written communication*" has the meaning set forth in Rule 405 under the Securities Act and (d) except where otherwise expressly provided, the term "*affiliate*" has the meaning set forth in Rule 405 under the Securities Act.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to any conflict of laws principles that would require application of the laws of another jurisdiction).

17. Counterparts. This Agreement may be executed in one or more counterparts (which may include counterparts delivered by telecopier) and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

18. Amendment. No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

19. Headings. The headings herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

[signature pages follow]

If the foregoing is in accordance with your understanding of our agreement kindly sign and return to us a counterpart hereof, whereupon this instrument will become a binding agreement between the Issuers and the several Initial Purchasers in accordance with its terms.

Very truly yours,

LAMAR MEDIA CORP.

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and
Chief Financial Officer

AMERICAN SIGNS, INC.
COLORADO LOGOS, INC.
FLORIDA LOGOS, INC.
KANSAS LOGOS, INC.
LAMAR ADVERTISING OF COLORADO SPRINGS, INC.
LAMAR ADVERTISING OF KENTUCKY, INC.
LAMAR ADVERTISING OF MICHIGAN, INC.
LAMAR ADVERTISING OF OKLAHOMA, INC.
LAMAR ADVERTISING OF SOUTH DAKOTA, INC.
LAMAR ADVERTISING OF YOUNGSTOWN, INC.
LAMAR ADVERTISING SOUTHWEST, INC.
LAMAR BENCHES, INC.
LAMAR DOA TENNESSEE HOLDINGS, INC.
LAMAR DOA TENNESSEE, INC.
LAMAR ELECTRICAL, INC.
LAMAR FLORIDA, INC.
LAMAR I-40 WEST, INC.
LAMAR OBIE CORPORATION
LAMAR OCI NORTH CORPORATION
LAMAR OCI SOUTH CORPORATION
LAMAR OHIO OUTDOOR HOLDING CORP.
LAMAR OKLAHOMA HOLDING COMPANY, INC.
LAMAR PENSACOLA TRANSIT, INC.
MICHIGAN LOGOS, INC.
MINNESOTA LOGOS, INC.
NEBRASKA LOGOS, INC.
NEVADA LOGOS, INC.
NEW MEXICO LOGOS, INC.
O. B. WALLS, INC.
OHIO LOGOS, INC.
OUTDOOR MARKETING SYSTEMS, INC.
PREMERE OUTDOOR, INC.
SALE POINT POSTERS, INC.
SEABOARD OUTDOOR ADVERTISING CO., INC.
SOUTH CAROLINA LOGOS, INC.
TENNESSEE LOGOS, INC.
TLC PROPERTIES II, INC.
TLC PROPERTIES, INC.

UTAH LOGOS, INC.
VISTA MEDIA GROUP, INC.

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

DELAWARE LOGOS, L.L.C.
GEORGIA LOGOS, L.L.C.
KENTUCKY LOGOS, LLC
LOUISIANA INTERSTATE LOGOS, L.L.C.
MAINE LOGOS, L.L.C.
MISSISSIPPI LOGOS, L.L.C.
MISSOURI LOGOS, LLC
NEW JERSEY LOGOS, L.L.C.
OKLAHOMA LOGOS, L.L.C.
PENNSYLVANIA LOGOS, LLC
VIRGINIA LOGOS, LLC
WASHINGTON LOGOS, L.L.C.

By: Interstate Logos, L.L.C., its Managing Member
By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

INTERSTATE LOGOS, L.L.C.
THE LAMAR COMPANY, L.L.C.

By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR ADVERTISING OF LOUISIANA, L.L.C.
LAMAR ADVERTISING OF PENN, LLC
LAMAR TENNESSEE, L.L.C.
LC BILLBOARD L.L.C.

By: The Lamar Company, L.L.C., its Managing Member
By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR TEXAS LIMITED PARTNERSHIP

By: The Lamar Company, L.L.C., its General Partner

By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

TLC FARMS, L.L.C.
TLC Properties, L.L.C.

By: TLC Properties, Inc., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

[Purchase Agreement Signature Page]

OUTDOOR PROMOTIONS WEST, LLC
TRIUMPH OUTDOOR RHODE ISLAND, LLC

By: Triumph Outdoor Holdings, LLC,
its Managing Member
By: Lamar Central Outdoor, LLC,
its Managing Member
By: Lamar Media Corp.,
its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR ADVANTAGE GP COMPANY, LLC
LAMAR ADVANTAGE LP COMPANY, LLC
TRIUMPH OUTDOOR HOLDINGS, LLC

By: Lamar Central Outdoor, LLC,
its Managing Member
By: Lamar Media Corp.,
its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR CENTRAL OUTDOOR, LLC

By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

[Purchase Agreement Signature Page]

LAMAR AIR, L.L.C.

By: The Lamar Company, L.L.C., its Managing Member

By: Lamar Media Corp., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR T.T.R., L.L.C.

By: Lamar Advertising of Youngstown, Inc., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

OUTDOOR MARKETING SYSTEMS, L.L.C.

By: Outdoor Marketing Systems, Inc., its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

OBIE BILLBOARD LLC

By: Lamar Obie Corporation, its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

[Purchase Agreement Signature Page]

TEXAS LOGOS, L.P.

By: Oklahoma Logos, L.L.C.,
its General Partner
By: Interstate Logos, L.L.C.,
its Managing Member
By: Lamar Media Corp.,
its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR ADVANTAGE OUTDOOR COMPANY, L.P.

By: Lamar Advantage GP Company, LLC,
its General Partner
By: Lamar Central Outdoor, LLC,
its Managing Member
By: Lamar Media Corp.,
its Managing Member

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

LAMAR ADVANTAGE HOLDING COMPANY

By: /s/ Keith A. Istre
Name: Keith A. Istre
Title: Vice President-Finance and Chief Financial Officer

[Purchase Agreement Signature Page]

Accepted:

J.P. MORGAN SECURITIES INC.
For itself and on behalf of the several
Initial Purchasers listed in Schedule 1 hereto

By: /s/ Earl E. Dowling
Authorized Signatory

[Purchase Agreement Signature Page]

SCHEDULE 1

Initial Purchasers	Principal Amount at Closing Date of Securities
J.P. MORGAN SECURITIES INC	$ 211,728,405
BANC OF AMERICA SECURITIES LLC	$ 8,641,990
BNP PARIBAS SECURITIES CORP	$ 8,641,990
BNY MELLON CAPITAL MARKETS, LLC	$ 8,641,990
CALYON SECURITIES (USA) INC	$ 8,641,990
GREENWICH CAPITAL MARKETS, INC	$ 13,827,100
RBC CAPITAL MARKETS CORPORATION	$ 8,641,990
WACHOVIA CAPITAL MARKETS, LLC	$ 81,234,545
Total	$ 350,000,000

Exhibit A

[Form of Registration Rights Agreement]

Exhibit B

Subsidiaries of Lamar Media Corp.

Subsidiary/Guarantor	Jurisdiction of Organization
American Signs, Inc.	Washington
Canadian TODS Limited	Nova Scotia, Canada*
Colorado Logos, Inc.	Colorado
Delaware Logos, L.L.C.	Delaware
Florida Logos, Inc.	Florida
Georgia Logos, L.L.C.	Georgia
Interstate Logos, L.L.C.	Louisiana
Kansas Logos, Inc.	Kansas
Kentucky Logos, LLC	Kentucky
Lamar Advantage GP Company, LLC	Delaware
Lamar Advantage Holding Company	Delaware
Lamar Advantage LP Company, LLC	Delaware
Lamar Advantage Outdoor Company, L.P.	Delaware
Lamar Advertising of Colorado Springs, Inc.	Colorado
Lamar Advertising of Kentucky, Inc.	Kentucky
Lamar Advertising of Louisiana, L.L.C.	Louisiana
Lamar Advertising of Michigan, Inc.	Michigan
Lamar Advertising of Oklahoma, Inc.	Oklahoma
Lamar Advertising of Penn, LLC	Delaware
Lamar Advertising of Puerto Rico, Inc.	Puerto Rico*
Lamar Advertising of South Dakota, Inc.	South Dakota
Lamar Advertising of Youngstown, Inc.	Delaware
Lamar Advertising Southwest, Inc.	Nevada
Lamar Air, L.L.C.	Louisiana
Lamar Benches, Inc.	Oklahoma
Lamar Canadian Outdoor Company	Ontario, Canada*
Lamar Central Outdoor, LLC	Delaware
Lamar DOA Tennessee Holdings, Inc.	Delaware
Lamar DOA Tennessee, Inc.	Delaware
Lamar Electrical, Inc.	Louisiana
Lamar Florida, Inc.	Florida
Lamar I-40 West, Inc.	Oklahoma
Lamar Obie Corporation	Delaware
Lamar OCI North Corporation	Delaware
Lamar OCI South Corporation	Mississippi
Lamar Ohio Outdoor Holding Corp.	Ohio
Lamar Oklahoma Holding Company, Inc.	Oklahoma
Lamar Pensacola Transit, Inc.	Florida
Lamar T.T.R., L.L.C.	Arizona
Lamar Tennessee, L.L.C.	Tennessee
Lamar Texas General Partner, Inc.	Louisiana
Lamar Texas Limited Partnership	Texas
Lamar Transit Advertising Canada Ltd.	British Columbia*
LC Billboard L.L.C.	Delaware
Louisiana Logos, L.L.C.	Louisiana
Maine Logos, L.L.C.	Maine
Michigan Logos, Inc.	Michigan
Minnesota Logos, Inc.	Minnesota
Mississippi Logos, L.L.C.	Mississippi

Subsidiary/Guarantor	Jurisdiction of Organization
Missouri Logos, a Partnership	Missouri*
Missouri Logos, LLC	Missouri
Nebraska Logos, Inc.	Nebraska
Nevada Logos, Inc.	Nevada
New Jersey Logos, L.L.C.	New Jersey
New Mexico Logos, Inc.	New Mexico
O. B. Walls, Inc.	Oregon
Obie Billboard, LLC	Oregon
Ohio Logos, Inc.	Ohio
Oklahoma Logos, L.L.C.	Oklahoma
Outdoor Marketing Systems, Inc.	Pennsylvania
Outdoor Marketing Systems, LLC	Pennsylvania
Outdoor Promotions West, LLC	Delaware
Pennsylvania Logos, LLC	Pennsylvania
Premere Outdoor, Inc.	Illinois
QMC Transit, Inc.	Puerto Rico*
Sale Point Posters, Inc.	New York
Seaboard Outdoor Advertising Co., Inc.	New York
South Carolina Logos, Inc.	South Carolina
Tennessee Logos, Inc.	Tennessee
Texas Logos, L.P.	Texas
The Lamar Company, L.L.C.	Louisiana
TLC Farms, L.L.C.	Louisiana
TLC Properties II, Inc.	Texas
TLC Properties, Inc.	Louisiana
TLC Properties, L.L.C.	Louisiana
Triumph Outdoor Holdings, LLC	Delaware
Triumph Outdoor Rhode Island, LLC	Delaware
Utah Logos, Inc.	Utah
Virginia Logos, LLC	Virginia
Vista Media Group, Inc.	Delaware
Washington Logos, L.L.C.	Washington

* Not a guarantor.