

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, DC 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934

For the period ended March 31, 2004
or

Transition Report Pursuant to Section 13 or 15(d) of the Securities
Exchange Act of 1934

For the transition period from _____ to _____

Commission File Number 0-30242

Lamar Advertising Company

Commission File Number 1-12407

Lamar Media Corp.

(Exact name of registrants as specified in their charters)

Delaware

Delaware

(State or other jurisdiction of incorporation or
organization)

5551 Corporate Blvd., Baton Rouge, LA

(Address of principle executive offices)

72-1449411

72-1205791

(I.R.S Employer
Identification No.)

70808

(Zip Code)

Registrants' telephone number, including area code: (225) 926-1000

Indicate by check mark whether each registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether Lamar Advertising Company is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act: Yes No

Indicate by check mark whether Lamar Media Corp. is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act: Yes No

The number of shares of Lamar Advertising Company's Class A common stock outstanding as of May 4, 2004: 88,124,826

The number of shares of the Lamar Advertising Company's Class B common stock outstanding as of May 4, 2004: 15,672,527

The number of shares of Lamar Media Corp. common stock outstanding as of May 4, 2004: 100

This combined Form 10-Q is separately filed by (i) Lamar Advertising Company and (ii) Lamar Media Corp. (which is a wholly owned subsidiary of Lamar Advertising Company). Lamar Media Corp. meets the conditions set forth in general instruction H(1) (a) and (b) of Form 10-Q and is, therefore, filing this form with the reduced disclosure format permitted by such instruction.

[Table of Contents](#)

NOTE REGARDING FORWARD-LOOKING STATEMENTS

This combined Quarterly Report on Form 10-Q of Lamar Advertising Company (the “Company”) and Lamar Media Corp. (“Lamar Media”) contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. These are statements that relate to future periods and include statements about the Company’s, and Lamar Media’s:

- expected operating results;
- market opportunities;
- acquisition opportunities;
- ability to compete; and
- stock price.

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 the Company’s and Lamar Media’s 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:

- risks and uncertainties relating to the Company’s significant indebtedness;
- the demand for outdoor advertising;
- the performance of the U.S. economy generally and the level of expenditures on outdoor advertising particularly;
- the Company’s ability to renew expiring contracts at favorable rates;
- the integration of companies that the Company acquires and its ability to recognize cost savings or operating efficiencies as a result of these acquisitions;
- the Company’s need for and ability to obtain additional funding for acquisitions or operations; and
- the regulation of the outdoor advertising industry by federal, state and local governments.

For a further description of these and other risks and uncertainties, the Company encourages you to read carefully the portion of the combined Annual Report on Form 10-K for the year ended December 31, 2003 of the Company and Lamar Media (the “2003 Combined Form 10-K”) under the caption “Factors Affecting Future Operating Results” in Item 7 - Management’s Discussion and Analysis of Financial Condition and Results of Operations filed with the SEC on March 10, 2004.

The forward-looking statements contained in this combined Quarterly Report on Form 10-Q speak only as of the date of this combined report. Lamar Advertising Company and Lamar Media Corp. expressly disclaim any obligation or undertaking to disseminate any updates or revisions to any forward-looking statement contained in this combined Quarterly Report to reflect any change in their expectations with regard thereto or any change in events, conditions or circumstances on which any forward-looking statement is based, except as may be required by law.

CONTENTS

	<u>Page</u>
<u>PART I - FINANCIAL INFORMATION</u>	
<u>ITEM 1. FINANCIAL STATEMENTS</u>	
<u>Lamar Advertising Company</u>	
<u>Condensed Consolidated Balance Sheets as of March 31, 2004 and December 31, 2003</u>	1
<u>Condensed Consolidated Statements of Operations for the three months ended March 31, 2004 and 2003</u>	2
<u>Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2004 and 2003</u>	3
<u>Notes to Condensed Consolidated Financial Statements</u>	4 - 7
<u>Lamar Media Corp.</u>	
<u>Condensed Consolidated Balance Sheets as of March 31, 2004 and December 31, 2003</u>	8
<u>Condensed Consolidated Statements of Operations for the three months ended March 31, 2004 and 2003</u>	9
<u>Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2004 and 2003</u>	10
<u>Note to Condensed Consolidated Financial Statements</u>	11
<u>ITEM 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	12 - 16
<u>ITEM 3. Quantitative and Qualitative Disclosures About Market Risks</u>	17
<u>ITEM 4. Controls and Procedures</u>	17
<u>PART II - OTHER INFORMATION</u>	
<u>ITEM 2. Changes in Securities, Use of Proceeds and Issuer Purchases of Equity Securities</u>	18
<u>ITEM 6. Exhibits and Reports on Form 8-K</u>	18
<u>Signatures</u>	18
<u>Index to Exhibits</u>	19
<u>Amendment to Credit Agreement</u>	

[Tranche C Term Loan Agreement](#)

[Certification of CEO under Section 302](#)

[Certification of CFO under Section 302](#)

[Certification Pursuant to 18 U.S.C. Section 1350](#)

PART I - FINANCIAL INFORMATION**ITEM 1.- FINANCIAL STATEMENTS****LAMAR ADVERTISING COMPANY AND
SUBSIDIARIES****CONDENSED CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)**

	March 31, 2004	December 31, 2003
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 6,120	\$ 7,797
Receivables, net of allowance for doubtful accounts of \$4,914 in 2004 and 2003	92,023	90,567
Prepaid expenses	44,958	32,377
Deferred income tax assets	6,258	6,051
Other current assets	7,347	7,325
Total current assets	<u>156,706</u>	<u>144,117</u>
Property, plant and equipment	1,954,284	1,933,003
Less accumulated depreciation and amortization	(710,445)	(679,205)
Net property, plant and equipment	<u>1,243,839</u>	<u>1,253,798</u>
Goodwill	1,248,061	1,240,275
Intangible assets	945,485	966,998
Other assets	29,030	32,159
Total assets	<u>\$3,623,121</u>	<u>\$3,637,347</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Trade accounts payable	\$ 8,810	\$ 8,813
Current maturities of long-term debt	20,703	5,044
Accrued expenses	29,922	45,986
Deferred income	15,086	14,372
Total current liabilities	<u>74,521</u>	<u>74,215</u>
Long-term debt	1,676,755	1,699,819
Deferred income tax liabilities	90,751	94,542
Asset retirement obligation	39,201	36,857
Other liabilities	8,344	9,109
Total liabilities	<u>1,889,572</u>	<u>1,914,542</u>
Stockholders' equity:		
Series AA preferred stock, par value \$.001, \$63.80 cumulative dividends, authorized 5,720 shares; 5,719 shares issued and outstanding at 2004 and 2003	—	—
Class A preferred stock, par value \$638, \$63.80 cumulative dividends, 10,000 shares authorized; 0 shares issued and outstanding at 2004 and 2003	—	—
Class A common stock, par value \$.001, 175,000,000 shares authorized, 87,989,353 and 87,266,763 shares issued and outstanding at 2004 and 2003, respectively	88	87
Class B common stock, par value \$.001, 37,500,000 shares authorized, 15,797,527 and 16,147,073 shares issued and outstanding at 2004 and 2003, respectively	16	16
Additional paid-in capital	2,110,836	2,097,555
Accumulated deficit	(377,391)	(374,853)
Stockholders' equity	<u>1,733,549</u>	<u>1,722,805</u>
Total liabilities and stockholders' equity	<u>\$3,623,121</u>	<u>\$3,637,347</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR ADVERTISING COMPANY AND
SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

	Three Months Ended March 31,	
	2004	2003
Net revenues	\$ 200,976	\$ 184,221
Operating expenses (income)		
Direct advertising expenses	73,791	71,557
General and administrative expenses	38,276	36,301
Corporate expenses	7,159	6,546
Depreciation and amortization	69,320	67,513
Gain on disposition of assets	(929)	(30)
	<u>187,617</u>	<u>181,887</u>
Operating income	13,359	2,334
Other expense (income)		
Loss on extinguishment of debt	—	11,173
Interest income	(59)	(118)
Interest expense	17,570	23,760
	<u>17,511</u>	<u>34,815</u>
Loss before income tax benefit and cumulative effect of a change in accounting principle	(4,152)	(32,481)
Income tax benefit	(1,705)	(11,888)
Loss before cumulative effect of a change in accounting principle	(2,447)	(20,593)
Cumulative effect of a change in accounting principle, net of tax benefit of \$7,467	—	11,679
Net loss	(2,447)	(32,272)
Preferred stock dividends	91	91
Net loss applicable to common stock	\$ (2,538)	\$ (32,363)
Loss per common share:		
Loss before cumulative effect of a change in accounting principle	\$ (0.02)	\$ (0.20)
Cumulative effect of a change in accounting principle	—	(0.12)
Net loss	\$ (0.02)	\$ (0.32)
Weighted average common shares outstanding	103,607,466	101,667,397
Incremental common shares from dilutive stock options	—	—
Incremental common shares from convertible debt	—	—
Weighted average common shares assuming dilution	<u>103,607,466</u>	<u>101,667,397</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR ADVERTISING COMPANY AND
SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(IN THOUSANDS)

	Three Months Ended March 31,	
	2004	2003
Cash flows from operating activities:		
Net loss	\$ (2,447)	\$ (32,272)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	69,320	67,513
Gain on disposition of assets	(929)	(30)
Deferred tax benefit	(2,015)	(11,982)
Provision for doubtful accounts	1,248	2,325
Loss on debt extinguishment	—	11,173
Cumulative effect of a change in accounting principle, net of tax	—	11,679
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Receivables	(1,649)	(475)
Prepaid expenses	(12,779)	(11,533)
Other assets	234	(1,422)
Increase (decrease) in:		
Trade accounts payable	(2)	371
Accrued expenses	(16,064)	(15,441)
Other liabilities	681	1,148
Cash flows provided by operating activities	<u>35,598</u>	<u>21,054</u>
Cash flows from investing activities:		
Acquisitions	(21,048)	(6,638)
Capital expenditures	(15,891)	(17,808)
Proceeds from disposition of assets	1,135	938
Cash flows used in investing activities	<u>(35,804)</u>	<u>(23,508)</u>
Cash flows from financing activities:		
Debt issuance costs	(1,003)	(8,356)
Net proceeds from issuance of common stock	7,028	953
Principal payments on long-term debt	(2,405)	(264,449)
Net payments under credit agreements	(5,000)	—
Cash from deposits for debt extinguishment	—	266,657
Dividends	(91)	(91)
Cash flows used in financing activities	<u>(1,471)</u>	<u>(5,286)</u>
Net decrease in cash and cash equivalents	(1,677)	(7,740)
Cash and cash equivalents at beginning of period	7,797	15,610
Cash and cash equivalents at end of period	<u>\$ 6,120</u>	<u>\$ 7,870</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 22,982</u>	<u>\$ 27,792</u>
Cash paid for state and federal income taxes	<u>\$ 140</u>	<u>\$ 146</u>
Common stock issuance and warrants related to acquisitions	<u>\$ 4,270</u>	<u>\$ 18,000</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR ADVERTISING COMPANY AND
SUBSIDIARIESNOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

(IN THOUSANDS, EXCEPT FOR SHARE AND PER SHARE DATA)

1. Significant Accounting Policies

The information included in the foregoing interim condensed consolidated financial statements is unaudited. In the opinion of management, all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the Company's financial position and results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the entire year. These condensed consolidated financial statements should be read in conjunction with the Company's consolidated financial statements and the notes thereto included in the 2003 Combined Form 10-K.

Certain amounts in the prior year's condensed consolidated financial statements have been reclassified to conform with the current year presentation. These reclassifications had no effect on previously reported net loss.

2. Acquisitions

On January 8, 2004, the Company purchased the assets of Advantage Advertising, LLC valued at approximately \$7,158. The purchase price consisted of approximately \$5,728 cash at closing and the exercise of an option agreement previously entered into, valued at approximately \$1,430.

On January 30, 2004, the Company purchased the assets of Action Advertising, Inc. for a cash purchase price of approximately \$8,610.

During the three months ended March 31, 2004, the Company completed additional acquisitions of outdoor advertising assets for a total purchase price of approximately \$10,980, which consisted of the issuance of 68,986 shares of Lamar Advertising Class A common stock valued at \$2,476, warrants valued at \$1,794 and \$6,710 cash.

Each of these acquisitions was accounted for under the purchase method of accounting, and, accordingly, the accompanying consolidated financial statements include the results of operations of each acquired entity from the date of acquisition. The acquisition costs have been allocated to assets acquired and liabilities assumed based on fair market value at the dates of acquisition. The following is a summary of the preliminary allocation of the acquisition costs in the above transactions.

	Advantage Adv., LLC	Action Adv., Inc.	Other	Total
Current assets	\$ —	110	36	146
Property, plant and equipment	855	2,208	3,534	6,597
Goodwill	2,854	—	4,932	7,786
Site locations	2,806	5,064	1,949	9,819
Non-competition agreements	—	40	79	119
Customer lists and contracts	643	1,188	450	2,281
	<u>\$7,158</u>	<u>8,610</u>	<u>10,980</u>	<u>26,748</u>

LAMAR ADVERTISING COMPANY AND
SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)
(IN THOUSANDS, EXCEPT FOR SHARE AND PER SHARE DATA)

Summarized below are certain unaudited pro forma statements of operations data for the three months ended March 31, 2004 and March 31, 2003 as if each of the above acquisitions and the acquisitions occurring in 2003, which were fully described in the 2003 Combined Form 10-K, had been consummated as of January 1, 2003. This pro forma information does not purport to represent what the Company's results of operations actually would have been had such transactions occurred on the date specified or to project the Company's results of operations for any future periods.

	Three Months Ended March 31,	
	2004	2003
Net revenues	\$201,230	\$189,935
Net loss applicable to common stock	\$ (2,534)	\$ (33,430)
Net loss per common share	\$ (0.02)	\$ (0.32)

3. Goodwill and Other Intangible Assets

The following is a summary of intangible assets at March 31, 2004 and December 31, 2003.

Amortizable Intangible Assets:	Estimated Life (Years)	March 31, 2004		December 31, 2003	
		Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Debt issuance costs and fees	7 – 10	\$ 50,141	\$ 22,098	\$ 49,138	\$ 20,783
Customer lists and contracts	7 – 10	391,072	261,598	388,791	248,617
Non-competition agreements	3 – 15	57,783	47,782	57,664	46,197
Site locations	15	1,030,855	260,306	1,021,037	243,170
Other	5 – 15	13,612	6,194	17,578	8,443
		1,543,463	597,978	1,534,208	567,210
Unamortizable Intangible Assets:					
Goodwill		\$1,501,696	\$253,635	\$1,493,910	\$253,635

The changes in the gross carrying amount of goodwill for the three months ended March 31, 2004 are as follows:

Balance as of December 31, 2003	\$1,493,910
Goodwill acquired during the three months ending March 31, 2004	7,786
Impairment losses	—
Balance as of March 31, 2004	\$1,501,696

LAMAR ADVERTISING COMPANY AND
SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)
(IN THOUSANDS, EXCEPT FOR SHARE AND PER SHARE DATA)

4. Long-Term Debt

On February 6, 2004, Lamar Media amended its credit agreement dated March 7, 2003 whereby it changed its \$975,000 term facility to include a \$425,000 Tranche A and a \$550,000 Tranche C facility. The proceeds were used to pay off the Tranche B facility and the total debt outstanding remained unchanged.

5. Asset Retirement Obligation

Effective January 1, 2003, the Company adopted Statement of Financial Accounting Standard 143, "Accounting for Asset Retirement Obligations" (Statement 143), and recorded a loss of \$11,679 as the cumulative effect of a change in accounting principle, which is net of an income tax benefit of \$7,467. Prior to its adoption of Statement 143, the Company expensed these costs at the date of retirement.

All of the Company's asset retirement obligations relate to the Company's structure inventory that it considers would be retired upon dismantlement of the advertising structure. The following table reflects information related to our asset retirement obligations:

Balance at December 31, 2003	\$36,857
Additions to asset retirement obligations	1,577
Accretion expense	1,158
Liabilities settled	(391)
Balance at March 31, 2004	<u>\$39,201</u>

6. Stock-Based Compensation

The Company accounts for its stock option plan under the intrinsic value method in accordance with the provisions of Accounting Principles Board (APB) Opinion No. 25, "Accounting for Stock Issued to Employees", and related interpretations. As such, compensation expense is recorded on the date of grant only if the current market price of the underlying stock exceeds the exercise price. SFAS No. 123, "Accounting for Stock-Based Compensation" and SFAS No. 148, "Accounting for Stock-Based Compensation – Transition and Disclosure an amendment of FASB Statement No. 123" permit entities to recognize as an expense over the vesting period, the fair value of all stock-based awards on the date of grant. Alternatively, SFAS No. 123 also allows entities to continue to apply the provisions of APB Opinion No. 25 and provide pro forma net income and pro forma earnings per share disclosures for employee stock option grants made in 1995 and future years as if the fair-value-based method defined in SFAS No. 123 has been applied.

The following table illustrates the effect on net loss and loss per common share as if we had applied the fair value recognition provisions of SFAS No. 123 to stock-based employee compensation:

	Three months ended March 31,	
	2004	2003
Net loss applicable to common stock, as reported	\$(2,538)	\$(32,363)
Deduct: Total stock based employee compensation expense determined under fair value based method for all awards, net of related tax effects	<u>(3,861)</u>	<u>(1,011)</u>
Pro forma net loss applicable to common stock	<u>\$(6,399)</u>	<u>\$(33,374)</u>
Net loss per common share – basic and diluted		
Net loss, as reported	\$ (0.02)	\$ (0.32)
Net loss, pro forma	\$ (0.06)	\$ (0.33)

LAMAR ADVERTISING COMPANY
AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

7. Summarized Financial Information of Subsidiaries

Separate financial statements of each of the Company's direct or indirect wholly owned subsidiaries that have guaranteed Lamar Media's obligations with respect to its publicly issued notes (collectively, the Guarantors) are not included herein because the Company has no independent assets or operations, the guarantees are full and unconditional and joint and several and the only subsidiary that is not a guarantor is considered to be minor. Lamar Media's ability to make distributions to Lamar Advertising is restricted under the terms of its bank credit facility and the indentures relating to Lamar Media's outstanding notes. As of March 31, 2004 and December 31, 2003, the net assets restricted as to transfers from Lamar Media Corp. to Lamar Advertising Company in the form of cash dividends, loans or advances were \$1,948,778 and \$1,937,244, respectively.

8. Earnings Per Share

Earnings per share are computed in accordance with SFAS No. 128, "Earnings Per Share." The calculation of basic earnings per share excludes any dilutive effect of stock options and convertible debt. The calculation of diluted earnings per share includes the dilutive effect of stock options and convertible debt. The number of potentially dilutive shares excluded from the calculation because of their anti-dilutive effect is 6,125,133 and 6,590,096 for the three months ended March 31, 2004 and 2003.

9. Accounting Pronouncements

In December 2003, the FASB issued Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities, an interpretation of ARB No. 51." This Interpretation addresses the consolidation by business enterprises of variable interest entities as defined in the Interpretation. The Interpretation applies immediately to variable interests in variable interest entities created after January 31, 2003 and existing variable interest entities at the end of the period ending after March 15, 2004. The application of this Interpretation did not have a material effect on the Company's financial statements as the Company has no interest in variable interest entities.

10. Subsequent Event

An unsolicited offer was made by Outdoor Promotions, Inc. to purchase selected transit advertising assets from the Company for approximately \$2,950. The sale of these assets was closed on April 23, 2004 at which time the carrying value was approximately \$7,030.

LAMAR MEDIA CORP.
AND SUBSIDIARIESCONDENSED CONSOLIDATED BALANCE SHEETS
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)

	March 31, 2004	December 31, 2003
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 6,120	\$ 7,797
Receivables, net of allowance for doubtful accounts of \$4,914 in 2004 and 2003	91,930	90,413
Prepaid expenses	44,958	32,377
Deferred income tax asset	6,258	6,051
Other current assets	7,347	7,324
Total current assets	156,613	143,962
Property, plant and equipment	1,954,284	1,933,003
Less accumulated depreciation and amortization	(710,445)	(679,205)
Net property, plant and equipment	1,243,839	1,253,798
Goodwill	1,240,592	1,232,857
Intangible assets	931,540	952,347
Other assets	40,633	50,744
Total assets	<u>\$3,613,217</u>	<u>\$3,633,708</u>
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Trade accounts payable	\$ 8,810	\$ 8,813
Current maturities of long-term debt	20,703	5,044
Accrued expenses	19,994	38,068
Deferred income	15,086	14,372
Total current liabilities	64,593	66,297
Long-term debt	1,389,255	1,412,319
Deferred income taxes	118,751	121,440
Asset retirement obligation	39,201	36,857
Other liabilities	8,344	9,109
Total liabilities	1,620,144	1,646,022
Stockholder's equity:		
Common stock, \$0.01 par value, authorized 3,000 shares; 100 shares issued and outstanding at March 31, 2004 and December 31, 2003	—	—
Additional paid-in capital	2,340,204	2,333,951
Accumulated deficit	(347,131)	(346,265)
Stockholder's equity	1,993,073	1,987,686
Total liabilities and stockholder's equity	<u>\$3,613,217</u>	<u>\$3,633,708</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR MEDIA CORP.
AND SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(UNAUDITED)
(IN THOUSANDS)

	Three Months Ended March 31,	
	2004	2003
Net revenues	\$200,976	\$184,221
Operating expenses (income)		
Direct advertising expenses	73,791	71,557
General and administrative expenses	38,276	36,301
Corporate expenses	7,075	6,519
Depreciation and amortization	68,788	66,682
Gain on disposition of assets	(929)	(30)
	<u>187,001</u>	<u>181,029</u>
Operating income	13,975	3,192
Other expense (income)		
Loss on extinguishment of debt	—	11,173
Interest income	(59)	(118)
Interest expense	15,504	19,986
	<u>15,445</u>	<u>31,041</u>
Loss before income tax benefit and cumulative effect of a change in accounting principle	(1,470)	(27,849)
Income tax benefit	(604)	(10,083)
Loss before cumulative effect of a change in accounting principle	(866)	(17,766)
Cumulative effect of a change in accounting principle, net of tax benefit of \$7,467	—	(11,679)
Net loss	<u>\$ (866)</u>	<u>\$ (29,445)</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR MEDIA CORP.
AND SUBSIDIARIESCONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)
(IN THOUSANDS)

	Three Months Ended March 31,	
	2004	2003
Cash flows from operating activities:		
Net loss	\$ (866)	\$ (29,445)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	68,788	66,682
Gain on disposition of assets	(929)	(30)
Deferred tax benefit	(914)	(10,177)
Provision for doubtful accounts	1,248	2,325
Loss on debt extinguishment	—	11,173
Cumulative effect of change in accounting principle, net of tax	—	11,679
Changes in operating assets and liabilities:		
Increase (decrease) in:		
Receivables	(1,709)	(8,389)
Prepaid expenses	(12,779)	(11,533)
Other assets	7,091	(1,169)
Increase (decrease) in:		
Trade accounts payable	(2)	371
Accrued expenses	(18,074)	(11,290)
Other liabilities	681	1,113
Cash flows provided by operating activities	<u>42,535</u>	<u>21,310</u>
Cash flows from investing activities:		
Acquisitions	(21,048)	(6,032)
Capital expenditures	(15,891)	(17,808)
Proceeds from disposition of assets	1,135	938
Cash flows used in investing activities	<u>(35,804)</u>	<u>(22,902)</u>
Cash flows from financing activities:		
Debt issuance costs	(1,003)	(8,356)
Principal payments on long-term debt	(2,405)	(264,449)
Net borrowings under credit agreements	(5,000)	—
Cash from deposits for debt extinguishment	—	266,657
Cash flows used in financing activities	<u>(8,408)</u>	<u>(6,148)</u>
Net decrease in cash and cash equivalents	(1,677)	(7,740)
Cash and cash equivalents at beginning of period	7,797	15,610
Cash and cash equivalents at end of period	<u>\$ 6,120</u>	<u>\$ 7,870</u>
Supplemental disclosures of cash flow information:		
Cash paid for interest	<u>\$ 22,982</u>	<u>\$ 20,245</u>
Cash paid for state and federal income taxes	<u>\$ 140</u>	<u>\$ 146</u>
Parent company stock and warrants contributed for acquisitions	<u>\$ 4,270</u>	<u>\$ 18,000</u>

See accompanying notes to condensed consolidated financial statements.

LAMAR MEDIA CORP.
AND SUBSIDIARIES

NOTE TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)
(IN THOUSANDS, EXCEPT FOR SHARE DATA)

1. Significant Accounting Policies

The information included in the foregoing interim condensed consolidated financial statements is unaudited. In the opinion of management all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of Lamar Media's financial position and results of operations for the interim periods presented have been reflected herein. The results of operations for interim periods are not necessarily indicative of the results to be expected for the entire year. These condensed consolidated financial statements should be read in conjunction with Lamar Media's consolidated financial statements and the notes thereto included in the 2003 Combined Form 10-K.

Certain amounts in the prior year's condensed consolidated financial statements have been reclassified to conform with the current year presentation. These reclassifications had no effect on previously reported results of operations.

Certain footnotes are not provided for the accompanying consolidated financial statements as the information in notes 2, 3, 4, 5, 7, 9 and 10 to the condensed consolidated financial statements of Lamar Advertising Company included elsewhere in this report is substantially equivalent to that required for the condensed consolidated financial statements of Lamar Media Corp. Earnings per share data is not provided for Lamar Media Corp. as it is a wholly owned subsidiary of Lamar Advertising Company.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This discussion contains forward-looking statements. Actual results could differ materially from those anticipated by the forward-looking statements due to risks and uncertainties described in the section of this combined report on Form 10-Q entitled "Note Regarding Forward – Looking Statements" and in the 2003 Combined Form 10-K under the caption "Factors Affecting Future Operating Results." You should carefully consider each of these risks and uncertainties in evaluating the Company's and Lamar Media's financial conditions and results of operations. Investors are cautioned not to place undue reliance on the forward-looking statements contained in this document. These statements speak only as of the date of this document, and the Company undertakes no obligation to update or revise the statements, except as may be required by law.

Lamar Advertising Company

The following is a discussion of the consolidated financial condition and results of operations of the Company for the three months ended March 31, 2004 and 2003. This discussion should be read in conjunction with the consolidated financial statements of the Company and the related notes.

OVERVIEW

The Company's net revenues, which represent gross revenues less commissions paid to advertising agencies that contract for the use of advertising displays on behalf of advertisers, are derived primarily from the sale of advertising on outdoor advertising displays owned and operated by the Company. The Company relies on sales of advertising space for its revenues, and its operating results are therefore affected by general economic conditions, as well as trends in the advertising industry. Advertising spending is particularly sensitive to changes in general economic conditions.

Since December 31, 2001, the Company has increased the number of outdoor advertising displays it operates by approximately 3% by completing over 170 strategic acquisitions of outdoor advertising and transit assets for an aggregate purchase price of approximately \$349 million, which included the issuance of 3,024,545 shares of Lamar Advertising Company Class A common stock valued at the time of issuance at approximately \$109.2 million and warrants valued at the time of issuance of approximately \$1.8 million. The Company has financed its recent acquisitions and intends to finance its future acquisition activity from available cash, borrowings under its bank credit agreement, as amended, and the issuance of Class A common stock. See "Liquidity and Capital Resources" below. As a result of acquisitions, the operating performance of individual markets and of the Company as a whole are not necessarily comparable on a year-to-year basis. The Company expects to continue to pursue acquisitions that complement the Company's existing operations.

Growth of the Company's business requires expenditures for maintenance and capitalized costs associated with new billboard displays, logo sign and transit contracts, and the purchase of real estate and operating equipment. The following table presents a breakdown of capitalized expenditures for the three months ended March 31, 2004 and 2003:

	Three months ended March 31, (in thousands)	
	2004	2003
Billboard	\$10,118	\$10,100
Logos	677	2,518
Transit	331	710
Land and buildings	3,303	2,889
Property, plant and equipment	1,462	1,591
Total capital expenditures	<u>\$15,891</u>	<u>\$17,808</u>

RESULTS OF OPERATIONS**Three months ended March 31, 2004 compared to three months ended March 31, 2003**

Net revenues increased \$16.8 million or 9.1% to \$201.0 million for the three months ended March 31, 2004 from \$184.2 million for the same period in 2003. This increase was attributable primarily to an increase in billboard net revenues of \$16.4 million or 9.6%. The increase in billboard net revenues of \$16.4 million was due to both acquisition activity and internal growth. Net revenues for the three months ended March 31, 2004 as compared to acquisition-adjusted net revenue⁽¹⁾ for the three months ended March 31, 2003, which includes adjustments for acquisitions for the same time frame as actually owned in 2004, increased \$11.1 million or 5.9% as a result of net revenue internal growth.

Operating expenses, exclusive of depreciation and amortization and gain on sale of assets, increased \$4.8 million or 4.2% to \$119.2 million for the three months ended March 31, 2004 from \$114.4 million for the same period in 2003. There was a \$4.2 million increase as a result of additional operating expenses related to the operations of acquired outdoor advertising assets and increases in costs in operating the Company's core assets and a \$0.6 million increase in corporate expenses which is primarily related to the new national sales department established at the corporate headquarters to better serve the Company's national accounts.

Depreciation and amortization expense increased \$1.8 million or 2.7% from \$67.5 million for the three months ended March 31, 2003 to \$69.3 million for the three months ended March 31, 2004, due to continued acquisition activity and capital expenditures.

Due to the above factors, operating income increased \$11.1 million to \$13.4 million for the three months ended March 31, 2004 compared to \$2.3 million for the same period in 2003.

Interest expense decreased \$6.2 million from \$23.8 million for the three months ended March 31, 2003 to \$17.6 million for the three months ended March 31, 2004 as a result of lower interest rates both on existing and recently refinanced debt. In addition, for the three months ended March 31, 2004 there were no refinancing activities resulting in a loss on extinguishment of debt.

The increase in operating income, the absence of the loss on extinguishment of debt and the decrease in interest expense described above resulted in a \$28.3 million decrease in loss before income taxes and cumulative effect of a change in accounting principle. There was a decrease in the income tax benefit of \$10.2 million for the three months ended March 31, 2004 over the same period in 2003. The effective tax rate for the three months ended March 31, 2004 is 41.1%.

Due to the adoption of SFAS No. 143 during the three months ended March 31, 2003, the Company recorded a cumulative effect of a change in accounting principle in the amount of \$11.7 million net of an income tax benefit of \$7.5 million.

As a result of the above factors, the Company recognized a net loss for the three months ended March 31, 2004 of \$2.4 million, as compared to a net loss of \$32.3 million for the same period in 2003.

On April 23, 2004, the Company sold transit advertising assets with a carrying value of approximately \$7.0 million to Outdoor Promotions, Inc. for a purchase price of approximately \$3.0 million, which will be recorded as a loss on disposition of assets in the second quarter of 2004. The sale of these assets is not expected to have a material effect on our revenues.

(1) Reconciliation of Reported Net Revenue to Acquisition-Adjusted Net Revenue:

	Three months ended March 31, (in thousands)	
	2004	2003
Reported net revenue	\$200,976	\$184,221
Acquisition net revenue	—	5,621
Acquisition-adjusted net revenue	\$200,976	\$189,842

The Company's management believes that acquisition-adjusted net revenue is useful in evaluating the Company's performance and provides investors and financial analysts a better understanding of the Company's core operating results. The acquisition adjustments are intended to provide information that may be useful for investors when assessing period to period results. Our presentations of this measure, however, may not be comparable to similarly titled measures used by other companies.

LIQUIDITY AND CAPITAL RESOURCES

The Company has historically satisfied its working capital requirements with cash from operations and borrowings under its bank credit facility. The Company's wholly owned subsidiary, Lamar Media Corp., is the borrower under the bank credit facility and maintains all corporate cash balances. Any cash requirements of Lamar Advertising, therefore, must be funded by distributions from Lamar Media. The Company's acquisitions have been financed primarily with funds borrowed under the bank credit facility and issuance of its Class A common stock and debt securities. If an acquisition is made by one of the Company's subsidiaries using the Company's Class A common stock, a permanent contribution of additional paid-in-capital of Class A common stock is distributed to that subsidiary.

The Company's cash flows provided by operating activities increased by \$14.5 million for the three months ended March 31, 2004 due primarily to a decrease in net loss of \$29.8 million offset by a decrease in adjustments to reconcile net loss to cash provided by operating activities of \$13.1 million, which primarily includes a decrease in the loss on extinguishment of debt of \$11.2 million, a decrease in the cumulative effect of a change in accounting principle of \$11.7 million offset by a decrease in deferred income tax benefit of \$10.0 million. In addition, as compared to the same period in 2003, there were increases in the change in receivables of \$1.2 million and prepaid expenses of \$1.2 million, and decreases in other liabilities of \$0.5 million, trade accounts payable of \$0.4 million and in accrued expenses of \$0.6 million offset by a decrease in other assets of \$1.7 million.

Cash flows used in investing activities increased \$12.3 million from \$23.5 million in 2003 to \$35.8 million in 2004 primarily due to the increase in cash used in acquisition activity by the Company in 2004 of \$14.4 million offset by a decrease in cash used for capital expenditures of \$1.9 million.

Cash flows used in financing activities decreased by \$3.8 million for the three months ended March 31, 2004 due to a decrease in cash from deposits for debt extinguishment of \$266.7 million offset by a \$262.0 million decrease in principal payments of long-term debt related to the Company's refinancing activity in 2003. In addition, there was a \$6.1 million increase in proceeds from issuance of the Company's Class A common stock related to option activity, a \$7.4 million decrease in debt issuance costs and a \$5.0 million increase in net payments under credit agreements.

During the three months ended March 31, 2004, the Company financed its acquisition activity of approximately \$25.3 million with borrowings under Lamar Media's revolving credit facility and cash on hand totaling \$21.0 million as well as the issuance of shares of the Company's Class A common stock and warrants valued at the time of issuance at approximately \$4.3 million.

The Company's wholly owned subsidiary, Lamar Media Corp., amended its bank credit facility in February 2004 whereby it changed its \$975.0 million term facility which included a \$300 million Tranche A facility and a \$675 million Tranche B facility to a \$425.0 million Tranche A and a \$550.0 million Tranche C facility. The total debt outstanding remained unchanged. The bank credit facility is comprised of a \$225.0 million revolving bank credit facility and a \$975.0 million term facility. The bank credit facility also includes a \$500.0 million incremental facility, which permits Lamar Media to request that its lenders enter into commitments to make additional term loans to it, up to a maximum aggregate amount of \$500.0 million. The lenders have no obligation to make additional term loans to Lamar Media under the incremental facility, but may enter into such commitments in their sole discretion. At March 31, 2004, Lamar Media had \$182.3 million available under its revolving bank credit facility.

In the future, Lamar Media has principal reduction obligations and revolver commitment reductions under its bank credit agreement. In addition it has fixed commercial commitments. These commitments were detailed in the Company's Annual Report on Form 10-K for the year ended December 31, 2003, which was filed on March 10, 2004 and there have been no material changes during the quarter ended March 31, 2004.

Currently Lamar Media has outstanding approximately \$385.0 million 7 1/4% Senior Subordinated Notes due 2013 issued in December 2002 and June 2003. The indenture relating to Lamar Media's outstanding notes restrict its ability to incur indebtedness other than:

- up to \$1.3 billion of indebtedness under its bank credit facility;
- currently outstanding indebtedness or debt incurred to refinance outstanding debt;
- inter-company debt between Lamar Media and its subsidiaries or between subsidiaries;
- certain purchase money indebtedness and capitalized lease obligations to acquire or lease property in the ordinary course of business that cannot exceed the greater of \$20 million or 5% of Lamar Media's net tangible assets; and
- additional debt not to exceed \$40 million.

Lamar Media is required to comply with certain covenants and restrictions under its bank credit agreement. If the Company fails to comply with these tests, the payments set forth in the above table may be accelerated. At March 31, 2004 and currently Lamar Media is in compliance with all such tests.

[Table of Contents](#)

Lamar Media cannot exceed the following financial ratios under its bank credit facility:

- a total debt ratio, defined as total consolidated debt to EBITDA, as defined below, for the most recent four fiscal quarters, of 6.00 to 1 (through December 30, 2004) and 5.75 to 1 (after December 30, 2004); and
- a senior debt ratio, defined as total consolidated senior debt to EBITDA, as defined below, for the most recent four fiscal quarters, of 4.00 to 1 (through December 30, 2004) and 3.75 to 1 (after December 30, 2004).

In addition, the bank credit facility requires that Lamar Media must maintain the following financial ratios:

- an interest coverage ratio defined as EBITDA, as defined below, for the most recent four fiscal quarters to total consolidated accrued interest expense for that period, of at least 2.25 to 1; and
- a fixed charges coverage ratio, defined as the ratio of EBITDA, as defined below, for the most recent four fiscal quarters to (1) the total payments of principal and interest on debt for such period (2) capital expenditures made during such period and (3) income and franchise tax payments made during such period, of at least 1.05 to 1.

As defined under Lamar Media's bank credit facility, EBITDA is for any period, operating income for Lamar Media and its restricted subsidiaries (determined on a consolidated basis without duplication in accordance with GAAP) for such period (calculated before taxes, interest expense, depreciation, amortization and any other non-cash income or charges accrued for such period and (except to the extent received or paid in cash by Lamar Media or any of its restricted subsidiaries) income or loss attributable to equity in affiliates for such period) excluding any extraordinary and unusual gains or losses during such period and excluding the proceeds of any casualty events whereby insurance or other proceeds are received and certain dispositions not in the ordinary course. Any dividend payment made by Lamar Media or any of its restricted subsidiaries to Lamar Advertising Company during any period to enable Lamar Advertising Company to pay certain qualified expenses on behalf of Lamar Media and its subsidiaries, shall be treated as operating expenses of Lamar Media for the purposes of calculating EBITDA for such period. EBITDA under the bank credit agreement is also adjusted to reflect certain acquisitions or dispositions as if such acquisitions or dispositions were made on the first day of such period.

The Company believes that its current level of cash on hand, availability under its bank credit agreement and future cash flows from operations are sufficient to meet its operating needs through the year 2004. All debt obligations are on the Company's balance sheet.

NEW ACCOUNTING PRONOUNCEMENTS

In December 2003, the FASB issued Interpretation No. 46 (revised December 2003), "Consolidation of Variable Interest Entities, an interpretation of ARB No. 51." This Interpretation addresses the consolidation by business enterprises of variable interest entities as defined in the Interpretation. The Interpretation applies immediately to variable interests in variable interest entities created after January 31, 2003 and existing variable interest entities at the end of the period ending after March 15, 2004. The application of this Interpretation did not have a material effect on the Company's financial statements as the Company has no interest in variable interest entities.

Lamar Media Corp.

The following is a discussion of the consolidated financial condition and results of operations of Lamar Media for the three months ended March 31, 2004 and 2003. This discussion should be read in conjunction with the consolidated financial statements of Lamar Media and the related notes.

Three months ended March 31, 2004 compared to three months ended March 31, 2003

Net revenues increased \$16.8 million or 9.1% to \$201.0 million for the three months ended March 31, 2004 from \$184.2 million for the same period in 2003. This increase was attributable primarily to an increase in billboard net revenues of \$16.4 million or 9.6%. The increase in billboard net revenues of \$16.4 million was due to both acquisition activity and internal growth. Net revenues for the three months ended March 31, 2004 as compared to acquisition-adjusted net revenue⁽²⁾ for the three months ended March 31, 2003, which includes adjustments for acquisitions for the same time frame as actually owned in 2004, increased \$11.1 million or 5.9% as a result of net revenue internal growth.

Operating expenses, exclusive of depreciation and amortization and gain on sale of assets, increased \$4.7 million or 4.1% to \$119.1 million for the three months ended March 31, 2004 from \$114.4 million for the same period in 2003. There was a \$4.2 million increase as a result of additional operating expenses related to the operations of acquired outdoor advertising assets and increases in costs in operating Media's core assets and a \$0.6 million increase in corporate expenses which is primarily related to the new national sales department established at the corporate headquarters to better serve Media's national accounts.

Depreciation and amortization expense increased \$2.1 million or 3.1% from \$66.7 million for the three months ended March 31, 2003 to \$68.8 million for the three months ended March 31, 2004, due to continued acquisition activity and capital expenditures.

Due to the above factors, operating income increased \$10.8 million to \$14.0 million for the three months ended March 31, 2004 compared to \$3.2 million for the same period in 2003.

Interest expense decreased \$4.5 million from \$20.0 million for the three months ended March 31, 2003 to \$15.5 million for the three months ended March 31, 2004 as a result of lower interest rates both on existing and recently refinanced debt. In addition for the three months ended March 31, 2004 there were no refinancing activities resulting in a loss of extinguishment of debt.

The increase in operating income, the absence of the loss on extinguishment of debt and the decrease in interest expense described above resulted in a \$26.4 million decrease in loss before income taxes and cumulative effect of a change in accounting principle. There was a decrease in the income tax benefit of \$9.5 million for the three months ended March 31, 2004 over the same period in 2003. The effective tax rate for the three months ended March 31, 2004 is 41.1%.

Due to the adoption of SFAS No. 143 during the three months ended March 31, 2003, Media recorded a cumulative effect of a change in accounting principle in the amount of \$11.7 million net of an income tax benefit of \$7.5 million.

As a result of the above factors, Media recognized a net loss for the three months ended March 31, 2004 of \$0.9 million, as compared to a net loss of \$29.4 million for the same period in 2003.

On April 23, 2004, the Company sold transit advertising assets with a carrying value of approximately \$7.0 million to Outdoor Promotions, Inc. for a purchase price of approximately \$3.0 million, which will be recorded as a loss on disposition of assets in the second quarter 2004. The sale of these assets is not expected to have a material effect on our revenues.

(2) Reconciliation of Reported Net Revenue to Acquisition-Adjusted Net Revenue:

	Three months ended March 31, (in thousands)	
	2004	2003
Reported net revenue	\$200,976	\$184,221
Acquisition net revenue	—	5,621
Acquisition-adjusted net revenue	<u>\$200,976</u>	<u>\$189,842</u>

Media's management believes that acquisition-adjusted net revenue is useful in evaluating the Company's performance and provides investors and financial analysts a better understanding of Media's core operating results. The acquisition adjustments are intended to provide information that may be useful for investors when assessing period to period results. Our presentations of this measure, however, may not be comparable to similarly titled measures used by other companies.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Lamar Advertising Company and Lamar Media Corp.

Lamar Advertising Company is exposed to interest rate risk in connection with variable rate debt instruments issued by its wholly owned subsidiary Lamar Media Corp. The information below summarizes the Company's interest rate risk associated with its principal variable rate debt instruments outstanding at March 31, 2004, and should be read in conjunction with Note 8 of the Notes to the Company's Consolidated Financial Statements in its Annual Report on Form 10-K for the year ended December 31, 2003, which was filed on March 10, 2004.

Loans under Lamar Media Corp.'s bank credit agreement bear interest at variable rates equal to the JPMorgan Chase Prime Rate or LIBOR plus the applicable margin. Because the JPMorgan Chase Prime Rate or LIBOR may increase or decrease at any time, the Company is exposed to market risk as a result of the impact that changes in these base rates may have on the interest rate applicable to borrowings under the bank credit agreement. Increases in the interest rates applicable to borrowings under the bank credit agreement would result in increased interest expense and a reduction in the Company's net income.

At March 31, 2004, there was approximately \$1.0 billion of aggregate indebtedness outstanding under the bank credit agreement, or approximately 60.2% of the Company's outstanding long-term debt on that date, bearing interest at variable rates. The aggregate interest expense for the first quarter of 2004 with respect to borrowings under the bank credit agreement was \$8.3 million, and the weighted average interest rate applicable to borrowings under this credit facility during the first quarter of 2004 was 3.1%. Assuming that the weighted average interest rate was 200-basis points higher (that is 5.1% rather than 3.1%), then the Company's first quarter 2004 interest expense would have been approximately \$5.2 million higher resulting in a \$3.1 million increase in the Company's first quarter 2004 net loss.

The Company has attempted to mitigate the interest rate risk resulting from its variable interest rate long-term debt instruments by issuing fixed rate long-term debt instruments and maintaining a balance over time between the amount of the Company's variable rate and fixed rate indebtedness. In addition, the Company has the capability under the bank credit agreement to fix the interest rates applicable to its borrowings at an amount equal to LIBOR plus the applicable margin for periods of up to twelve months, which would allow the Company to mitigate the impact of short-term fluctuations in market interest rates. In the event of an increase in interest rates, the Company may take further actions to mitigate its exposure. The Company cannot guarantee, however, that the actions that it may take to mitigate this risk will be feasible or that, if these actions are taken, that they will be effective.

ITEM 4. CONTROLS AND PROCEDURES

a) *Evaluation of disclosure controls and procedures.*

The Company's and Lamar Media's management, with the participation of the principal executive officer and principal financial officer of the Company and Lamar Media, have evaluated the effectiveness of the design and operation of the Company's and Lamar Media's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this quarterly report. Based on this evaluation, the principal executive officer and principal financial officer of the Company and Lamar Media concluded that these disclosure controls and procedures are effective and designed to ensure that the information required to be disclosed in the Company's and Lamar Media's reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the requisite time periods.

b) *Changes in internal controls.*

There was no change in the internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) of the Company and Lamar Media identified in connection with the evaluation of the Company's and Lamar Media's internal control performed during the last fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's and Lamar Media's internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 2. CHANGES IN SECURITIES, USE OF PROCEEDS AND ISSUER PURCHASES OF EQUITY SECURITIES.

(c) In connection with the acquisition of the Robert G. Woodward Entities on January 9, 2004, the Company issued a warrant to purchase up to 50,000 shares of its Class A common stock at a price per share of \$35.89 (the "Warrant"), which is exercisable in whole or part through January 9, 2009. The total acquisition consideration for the Robert G. Woodward Entities consisted of the Warrant, approximately \$1.9 million in cash and 68,986 shares of Class A common stock, which were issued off the Company's effective S-4 registration statement (File No. 333-108689). The Warrant was issued in reliance on the exemption from registration provided by Section 4(2) of the Securities Act of 1933. As a basis for doing so the Company relied on the following facts: (1) the Company offered these securities to one offeree without any general solicitation and (2) the Company obtained representations from the purchaser that it was acquiring the shares for investment purposes and not with a view to distribution or resale, nor with any present intention of distributing or selling the same.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K.

(a) The Exhibits filed as part of this report are listed on the Exhibit Index immediately following the signature page hereto, which Exhibit Index is incorporated herein by reference.

(b) Reports on Form 8-K

On February 11, 2004, Lamar Advertising Company filed a Current Report on Form 8-K in order to furnish to the Commission its earnings press release for the year ended December 31, 2003.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, each registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

LAMAR ADVERTISING COMPANY

BY: /s/ Keith A. Istre

Chief Financial and Accounting Officer and Treasurer

LAMAR MEDIA CORP.

BY: /s/ Keith A. Istre

Chief Financial and Accounting Officer and Treasurer

DATED: May 7, 2004

DATED: May 7, 2004

INDEX TO EXHIBITS

EXHIBIT NUMBER	DESCRIPTION
2.1	Agreement and Plan of Merger dated as of July 20, 1999 among Lamar Media Corp., Lamar New Holding Co., and Lamar Holdings Merge Co. Previously filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed on July 22, 1999 (File No. 0-30242) and incorporated herein by reference.
3.1	Certificate of Incorporation of Lamar New Holding Co. Previously filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 0-20833) filed on August 16, 1999 and incorporated herein by reference.
3.2	Certificate of Amendment of Certificate of Incorporation of Lamar New Holding Co. (whereby the name of Lamar New Holding Co. was changed to Lamar Advertising Company). Previously filed as Exhibit 3.2 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 0-20833) filed on August 16, 1999 and incorporated herein by reference.
3.3	Certificate of Amendment of Certificate of Incorporation of Lamar Advertising Company. Previously filed as Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2000 (File No. 0-30242) filed on August 11, 2000 and incorporated herein by reference.
3.4	Certificate of Correction of Certificate of Incorporation of Lamar Advertising Company. Previously filed as Exhibit 3.4 to the Company's Quarterly Report on Form 10-Q for the period ended September 30, 2000 (File No. 0-30242) filed on November 14, 2000 and incorporated herein by reference.
3.5	Bylaws of the Lamar Advertising Company. Previously filed as Exhibit 3.3 to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1999 (File No. 0-20833) filed on August 16, 1999 and incorporated herein by reference.
3.6	Amended and Restated Bylaws of Lamar Media Corp. Previously filed as Exhibit 3.1 to Lamar Media's Quarterly Report on Form 10-Q for the period ended September 30, 1999 (File No. 1-12407) filed on November 12, 1999 and incorporated herein by reference.
4.1	Amendment No. 1 dated as of January 28, 2004 to the Credit Agreement dated as of March 7, 2003 between Lamar Media Corp., the Subsidiary Guarantors a party thereto and JPMorgan Chase Bank, as administrative agent for the lenders. Filed herewith.
4.2	Tranche C Term Loan Agreement dated as of February 6, 2004 between Lamar Media Corp., the Subsidiary Guarantors a party thereto, the Tranche C Loan Lenders a party thereto and JPMorgan Chase Bank, as administrative agent. Filed herewith.
31.1	Certification of the Chief Executive Officer of Lamar Advertising Company and Lamar Media Corp. pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.
31.2	Certification of the Chief Financial Officer of Lamar Advertising Company and Lamar Media Corp. pursuant to Securities Exchange Act Rules 13a-14(a) and 15d-14(a) as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. Filed herewith.
32	Certification Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. Filed herewith.

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of January 28, 2004 to the Credit Agreement dated as of March 7, 2003 (as modified and supplemented and in effect from time to time, the "Credit Agreement") between LAMAR MEDIA CORP. (the "Borrower"), the SUBSIDIARY GUARANTORS party thereto (the "Subsidiary Guarantors"), the lenders party thereto and JPMORGAN CHASE BANK, as administrative agent for the lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

The Borrower, and the Administrative Agent pursuant to authority granted by, and having obtained all necessary consents of, (i) the Required Lenders (not including the Tranche B Lenders) and (ii) the Required Tranche A Lenders party to the Credit Agreement (such Required Lenders and Required Tranche A Lenders being herein referred to as the "Required Amendment Lenders"), wish now to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 1, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendments. Subject to the satisfaction of the conditions precedent specified in Section 4 below, but effective as of the date hereof, the Credit Agreement shall be amended as follows:

2.01. References Generally. References in the Credit Agreement (including references to the Credit Agreement as amended hereby) to "this Agreement" (and indirect references such as "hereunder", "hereby", "herein" and "hereof") shall be deemed to be references to the Credit Agreement as amended hereby.

2.02. Definitions. Section 1.01 of the Credit Agreement shall be amended by amending the following definitions (to the extent already included in said Section 1.01) and adding the following definitions in the appropriate alphabetical location (to the extent not already included in said Section 1.01):

"Additional Tranche A Commitment" means, with respect to each Additional Tranche A Lender, the commitment of such Lender to make Tranche A Loans pursuant to Section 2.01(e). The aggregate original amount of the Additional Tranche A Commitment is \$125,000,000.

"Additional Tranche A Lender" means any Lender that makes Additional Tranche A Term Loans pursuant to Section 2.01(e).

"Additional Tranche A Term Loan" means a Loan made pursuant to this Agreement which constitutes an increase in the Tranche A Term Loans made pursuant to Section 2.01(e).

Amendment No. 1

"Amendment No. 1 Effective Date" means the date upon which the conditions precedent set forth in Section 4 of Amendment No. 1 hereto shall have been satisfied or waived.

"Incremental Loan Commitment" means, with respect to each Lender, the amount of the offer of such Lender to make Incremental Loans of any Series that is accepted by the Borrower in accordance with the provisions of Section 2.01(d), as such amount may be (a) reduced from time to time pursuant to Sections 2.07 and 2.09 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The aggregate amount of the Incremental Loan Commitments of all Series shall not exceed \$500,000,000, provided that, in addition to and without utilizing such limit, on the Amendment No. 1 Effective Date the Borrower shall establish a Series of Incremental Loan Commitments (designated as Tranche C Commitments) which Commitments shall either (x) provide that the proceeds of any Incremental Loans made under such Tranche C Commitments are required to be applied to the payment or prepayment of principal of Tranche B Term Loans outstanding hereunder on the date such Incremental Loans are made or (y) provide, as to any Incremental Loan Lender that wishes to hold Incremental Loans made under such Tranche C Commitments and that also holds Tranche B Term Loans that such Lender may elect, by notice to the Administrative Agent, to convert existing Tranche B Term Loans held by it into Incremental Loans of such Series.

"Tranche A Commitment" means, with respect to each Lender, the commitment, if any, of such Lender to make Tranche A Term Loans on the Effective Date (and, with respect to each Additional Tranche A Lender, the commitment, if any, of such Additional Tranche A Lender to make Tranche A Term Loans pursuant to Section 2.01(e)), expressed as an amount representing the maximum aggregate principal amount of the Tranche A Term Loans to be made by such Lender hereunder, as such commitment may be (a) reduced from time to time pursuant to Sections 2.07 and 2.09 or (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 10.04. The initial amount of each Lender's Tranche A Commitment is set forth opposite the name of such Lender on its Lender Addendum to this Agreement (or, in the case of an Additional Tranche A Commitment, set forth opposite the name of such Lender on its Lender Addendum to Amendment No. 1 hereto) under the caption "Tranche A Commitment" (or "Additional Tranche A Commitment") or in the Assignment and Assumption pursuant to which such Lender shall have assumed its Tranche A Commitment, as applicable. The aggregate amount of the Tranche A Commitments, after giving effect to Amendment No. 1 hereto, is \$425,000,000. No portion of the Tranche A Commitments shall be deemed to be Incremental Commitments for any purpose of this Agreement.

"Tranche A Lender" means (a) initially, a Lender that has a "Tranche A Commitment" set forth opposite the name of such Lender on its Lender Addendum to this Agreement (or an "Additional Tranche A commitment" set forth opposite the name of

such Lender on its Lender Addendum to Amendment No. 1 hereto) and (b) thereafter, the Lenders from time to time holding Tranche A Term Loans and Tranche A Commitments, after giving effect to any assignments thereof permitted by Section 10.04.

2.03. Incremental Loans. Section 2.01(d) of the Credit Agreement shall be amended in its entirety to read as follows:

"(d) Incremental Loans. In addition to Borrowings of Revolving Credit Loans and Term Loans pursuant to paragraphs (a), (b) and (c) above, at any time and from time to time, the Borrower may request that the Lenders (or other financial institutions agreed to by the Borrower and the Administrative Agent) offer to enter into commitments to make additional term loans (each such loan being herein called an "Incremental Loan") under this paragraph (d). In the event that one or more of the Lenders (or such other financial institutions) offer, in their sole discretion, to enter into such commitments, and such Lenders (or financial institutions) and the Borrower agree as to the amount of such commitments that shall be allocated to the respective Lenders (or financial institutions) making such offers and the fees (if any) to be payable by the Borrower in connection therewith, such Lenders (or financial institutions) shall become obligated to make Incremental Loans under this Agreement in an amount equal to the amount of their respective Incremental Loan Commitments (and such financial institutions shall become "Incremental Loan Lenders" hereunder). The Incremental Loans to be made pursuant to any such agreement between the Borrower and one or more Lenders (including any such new Lenders) in response to any such request by the Borrower shall be deemed to be a separate "Series" of Incremental Loans for all purposes of this Agreement. Anything herein to the contrary notwithstanding, (i) the minimum aggregate principal amount of Incremental Loan Commitments entered into pursuant to any such request (and, accordingly, the minimum aggregate principal amount of any Series of Incremental Loans) shall be \$10,000,000 and (ii) the aggregate principal amount of all Incremental Loan Commitments and all outstanding Series of Incremental Loans shall not exceed \$500,000,000; provided that (A) the Incremental Loans (designated Tranche C Term Loans) made upon the Amendment No. 1 Effective Date shall be in addition to and not utilize such \$500,000,000 limit, so long as the requirements set forth in the last sentence of the definition of "Incremental Loan Commitment" in Section 1.01 shall be satisfied in respect of such Loans and (B) the Additional Term A Loans made upon the Amendment No. 1 Effective Date shall not be deemed to be Incremental Loans for any purpose of this Agreement.

Following the acceptance by the Borrower of the offers made by any one or more Lenders to make any Series of Incremental Loans pursuant to the foregoing provisions of this paragraph (d), each Incremental Loan Lender in respect of such Series of Incremental Loans severally agrees, on the terms and conditions of this Agreement, to make such Incremental Loans to the Borrower during the period from and including the date of such acceptance to and including the commitment termination date specified in the agreement entered into with respect to such Series in an aggregate principal amount up to but not exceeding the amount of the Incremental Loan Commitment of such Incremental Loan Lender in respect of such Series as in effect from time to time. The Incremental Loans

(designated Tranche C Term Loans) upon the Amendment No. 1 Effective Date, may, at the option of an Incremental Loan Lender, be made through the conversion of existing Tranche B Term Loans into Incremental Loans of such Series as provided in the last sentence of the definition of "Incremental Loan Commitment" in Section 1.01 (and each reference in this Agreement to the making of any such Incremental Loans or words of similar import, shall in the case of such Lender be deemed to include such conversion). Thereafter, subject to the terms and conditions of this Agreement, the Borrower may convert Incremental Loans of such Series of one Type into Incremental Loans of such Series of another Type (as provided in Section 2.06) or continue Incremental Loans of such Series of one Type as Incremental Loans of such Series of the same Type (as provided in Section 2.06). Incremental Loans of any Series that are prepaid may not be reborrowed as Incremental Loans of the same Series.

Proceeds of Incremental Loans shall be available for any use permitted under the applicable provisions of Section 6.09."

2.04 Increase in Tranche A Term Loans. A new Section 2.01(e) is hereby inserted into the Credit Agreement to read as follows:

"(e) Increase in Tranche A Term Loans. The Borrower shall have the right on the Amendment No. 1 Effective Date to increase the aggregate Tranche A Commitments hereunder by causing one or more other lenders (which may, with the consent of such Lender, include an existing Lender, each such lender an "Additional Tranche A Lender") with the approval of the Administrative Agent (which approval shall not be unreasonably withheld) to execute a Lender Addendum substantially in the form of Annex 1 to Amendment No. 1 hereto, pursuant to which such Additional Tranche A Lender shall undertake an Additional Tranche A Commitment in an amount equal to the amount set forth in said Lender Addendum. Upon the effectiveness of such Lender Addendum (the date of the effectiveness being hereinafter referred to as the "Increased Commitment Date"), such Additional Tranche A Lender shall (if not already a Lender) thereupon become a "Lender" for all purposes of this Agreement.

Notwithstanding the foregoing, it is understood and agreed that any Additional Tranche A Lender that also holds any Tranche B Term Loans may elect, by notice to the Administrative Agent, that the Additional Tranche A Term Loans required to be made by such Lender on the Amendment No. 1 Effective Date shall, to the extent of the portion of such Additional Tranche A Term Loans not exceeding the aggregate principal amount of the Tranche B Term Loans of such Lender (net of any Tranche B Term Loans being concurrently prepaid or concurrently converted into Tranche C Term Loans of such Lender), be made through such Tranche B Term Loans being converted into Tranche A Term Loans (and each reference in this Agreement or the Credit Agreement to the "making" of any Tranche A Term Loan, or words of similar import, shall in the case of such Lender be deemed to include such conversion). Without limiting the generality of the foregoing, it is understood that the Tranche A Term Loans into which the Tranche B Term Loans are so converted shall be treated identically to the Tranche A Terms Loans

being funded (and not being converted from Tranche B Term Loans) on the Amendment No. 1 Effective Date and shall have identical Interest Periods in identical proportions and durations as all other Tranche A Loans (and, for these purposes, any Interest Periods for Tranche B Term Loans that are Eurodollar Loans in effect on the Amendment No. 1 Effective Date shall be terminated on the Amendment No. 1 Effective Date, and any such converting Lender shall be paid accrued interest on its Tranche B Term Loans being so converted, together with any amounts payable under Section 2.14 of the Credit Agreement, as if the Tranche B Term Loans were being prepaid in full on the Amendment No. 1 Effective Date).

2.05 Repayment of Loans. Section 2.08(b) is hereby amended to read in its entirety as follows:

"(b) Tranche A Term Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the Tranche A Lenders the outstanding principal amount of the Tranche A Term Loans on each Principal Payment Date set forth below in the aggregate principal amount set forth opposite such Principal Payment Date:

Principal Payment Date -----	Principal Amount -----
March 31, 2005	\$15,937,500
June 30, 2005	\$15,937,500
September 30, 2005	\$15,937,500
December 31, 2005	\$15,937,500
March 31, 2006	\$21,250,000
June 30, 2006	\$21,250,000
September 30, 2006	\$21,250,000
December 31, 2006	\$21,250,000
March 31, 2007	\$26,562,500
June 30, 2007	\$26,562,500
September 30, 2007	\$26,562,500
December 31, 2007	\$26,562,500
March 31, 2008	\$26,562,500
June 30, 2008	\$26,562,500
September 30, 2008	\$26,562,500
December 31, 2008	\$26,562,500
March 31, 2009	\$31,875,000
June 30, 2009	\$31,875,000

Amendment No. 1

To the extent not previously paid, all Tranche A Term Loans shall be due and payable on the Tranche A Maturity Date.

Notwithstanding the foregoing, if on any Test Date, the maturity date for any then-outstanding Senior Subordinated Notes, New Senior Subordinated Notes or New Senior Notes, or of any other convertible notes or notes offered and sold publicly or under Rule 144A (other than the Senior Secured Notes) shall fall within six months of the Test Date then the Tranche A Term Loans shall be paid in full on the date that is two months after the Test Date, provided that the foregoing shall not apply if the Required Tranche A Lenders shall elect otherwise at any time prior to the Test Date."

2.06 Use of Proceeds. Section 6.09 is hereby amended to read in its entirety as follows:

"SECTION 6.09. USE OF PROCEEDS. The proceeds of the Term Loans (excluding Additional Tranche A Term Loans) and the Revolving Loans will be used only (i) to refinance certain Indebtedness (including outstanding under the Existing Credit Agreement), (ii) for fees and expenses related to the transactions referred to in the foregoing clause (i) and (iii) to provide funds for Acquisitions and for the general corporate purposes of the Borrower and its Restricted Subsidiaries. The proceeds of Additional Tranche A Term Loans will be applied only towards the payment or prepayment of Tranche B Term Loans. The proceeds of the Incremental Loans will be used only for (i) Acquisitions and (ii) the general corporate purposes of the Borrower and its Restricted Subsidiaries in the ordinary course of business, provided that the proceeds of the Incremental Loans (designated Tranche C Term Loans) made on the Amendment No. 1 Effective Date shall be applied to the payment or prepayment of Tranche B Term Loans. No part of any Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the Regulations of the Board, including Regulations U and X."

Section 3. Representations and Warranties. The Borrower and each Subsidiary Guarantor represents and warrants to the Lenders and the Administrative Agent, as to itself and each of its subsidiaries, as of the date hereof and the Amendment No. 1 Effective Date, that (i) the representations and warranties set forth in Article IV of the Credit Agreement are true and complete on the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty shall be true and correct as of such specific date), and as if each reference in said Article IV to "this Agreement" included reference to this Amendment No. 1 and (ii) no Default or Event of Default has occurred and is continuing.

Amendment No. 1

Section 4. Conditions Precedent. The amendments set forth in Section 2 hereof, shall become effective as of the date hereof upon satisfaction of the following conditions:

(a) the Administrative Agent (or Special Counsel) shall have received executed counterparts of this Amendment No. 1 from the Borrower, each Subsidiary Guarantor and Holdings, and from the Administrative Agent pursuant to authority granted by, and having obtained all necessary consents of, (i) the Required Lenders (not including the Tranche B Lenders) and (ii) the Required Tranche A Lenders (not including the Additional Tranche A Lenders who are not existing Lenders) party to the Credit Agreement;

(b) the Administrative Agent (or Special Counsel) shall have received duly executed Lender Addenda by each of the Additional Tranche A Lenders, the Borrower and the Administrative Agent for aggregate Additional Tranche A Commitments of \$125,000,000; and

(c) to the extent Tranche B Term Loans have not been converted into Tranche A Term Loans or Tranche C Term Loans, the principal of and interest on and all other amounts (including any amounts payable under Section 2.14 of the Credit Agreement) owing in respect of the Tranche B Term Loans shall have been prepaid in full from funds available to the Borrower, the proceeds of the Additional Tranche A Term Loans and the proceeds of a new Series of Incremental Loans (designated as Tranche C Term Loans) made under the Credit Agreement concurrently with the effectiveness of the amendments contemplated by this Amendment No. 1 (and, in that connection, the Required Tranche A Lenders by authorizing the Administrative Agent to execute and deliver this Amendment No. 1 have consented to the Tranche B Term Loans being so paid in full without concurrently prepaying any of the Tranche A Term Loans as otherwise required by Section 2.09(a) of the Credit Agreement).

Section 5. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Credit Agreement to be duly executed and delivered as of the day and year first above written.

LAMAR MEDIA CORP.

By: /s/ Keith A. Istre

Title: Chief Financial Officer

SUBSIDIARY GUARANTORS

LAMAR ADVERTISING OF COLORADO SPRINGS, INC.
LAMAR TEXAS GENERAL PARTNER, INC.
TLC PROPERTIES, INC.
TLC PROPERTIES II, INC.
LAMAR PENSACOLA TRANSIT, INC.
LAMAR ADVERTISING OF YOUNGSTOWN, INC.
NEBRASKA LOGOS, INC.
OHIO LOGOS, INC.
UTAH LOGOS, INC.
SOUTH CAROLINA LOGOS, INC.
MINNESOTA LOGOS, INC.
MICHIGAN LOGOS, INC.
FLORIDA LOGOS, INC.
NEVADA LOGOS, INC.
TENNESSEE LOGOS, INC.
KANSAS LOGOS, INC.
COLORADO LOGOS, INC.
NEW MEXICO LOGOS, INC.
CANADIAN TODS LIMITED
LAMAR ADVERTISING OF MICHIGAN, INC.
LAMAR ELECTRICAL, INC.
AMERICAN SIGNS, INC.
LAMAR OCI NORTH CORPORATION
LAMAR OCI SOUTH CORPORATION
LAMAR ADVERTISING OF KENTUCKY, INC.
LAMAR FLORIDA, INC.
LAMAR ADVAN, INC.
LAMAR ADVERTISING OF SOUTH DAKOTA, INC.
LAMAR CENTRAL OUTDOOR, INC.
LAMAR ADVANTAGE HOLDING COMPANY
LAMAR OHIO OUTDOOR HOLDING CORP.

Amendment No. 1

LAMAR BENCHES, INC.
LAMAR I-40 WEST, INC.
LAMAR ADVERTISING OF OKLAHOMA, INC.
LAMAR OKLAHOMA HOLDING COMPANY, INC.
HARDIN DEVELOPMENT CORPORATION
PARSONS DEVELOPMENT COMPANY
REVOLUTION OUTDOOR ADVERTISING, INC.
OUTDOOR MARKETING SYSTEMS, INC.
LAMAR ADVERTISING SOUTHWEST, INC.
LAMAR DOA TENNESSEE HOLDINGS, INC.
LAMAR DOA TENNESSEE, INC.
TRANS WEST OUTDOOR ADVERTISING, INC.
PREMERE OUTDOOR, INC.
HAM DEVELOPMENT CORPORATION
10 OUTDOOR ADVERTISING, INC.
LAMAR CALIFORNIA ACQUISITION CORPORATION

By: /s/ Keith A. Istre

Keith A. Istre
Vice President -Finance and
Chief Financial Officer

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

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

INTERSTATE LOGOS, L.L.C.

By: Lamar Media Corp.,
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

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

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

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

THE LAMAR COMPANY, L.L.C.

By: Lamar Media Corp.,
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

LAMAR TEXAS LIMITED PARTNERSHIP

By: Lamar Texas General Partner, Inc.
Its: General Partner

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

TLC PROPERTIES, L.L.C.
TLC FARMS, L.L.C.

By: TLC Properties, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

OUTDOOR PROMOTIONS WEST, LLC
TRANSIT AMERICA LAS VEGAS, L.L.C.
LAMAR TRANSIT ADVERTISING OF NEW ORLEANS,
LLC
TRIUMPH OUTDOOR RHODE ISLAND, LLC

By: Triumph Outdoor Holdings, LLC
Its: Managing Member
By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

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

By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
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, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
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

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

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

Keith A. Istre
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

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

STOKELY AD AGENCY, L.L.C.

By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK

By

/s/ Joan M. Fitzgibbon

Name: Joan M. Fitzgibbon

Title: Managing Director

By its signature below, the undersigned hereby consents to the foregoing Amendment No. 1 and confirms its obligations under the Holdings Guaranty and Pledge Agreement.

LAMAR ADVERTISING COMPANY

By: /s/ Keith Istre

Name: Keith A. Istre

Title: Chief Financial Officer

Amendment No. 1

[Form of Lender Addendum]

Reference is made to Amendment No. 1, dated as of January 28, 2004 ("Amendment No. 1") to the Credit Agreement, dated as of March 7, 2003 (as amended pursuant to Amendment No. 1, the "Credit Agreement"), between LAMAR MEDIA CORP., a corporation duly organized and validly existing under the law of the State of Delaware (the "Borrower"), the Subsidiary Guarantors party thereto, the lenders party thereto (the "Lenders") and JPMORGAN CHASE BANK, as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, terms defined in the Credit Agreement and Amendment No. 1 and used herein shall have the meanings given to them in the Credit Agreement or in Amendment No. 1.

Upon execution and delivery of this Lender Addendum by the parties hereto as provided in Section 4 of Amendment No. 1, the undersigned hereby becomes a Lender under the Credit Agreement having the Additional Tranche A Commitment set forth opposite its signature below, effective as of the effective date of Amendment No. 1.

This Lender Addendum shall be construed in accordance with and governed by the law of the State of New York.

This Lender Addendum may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this ____ day of February, 2004.

Additional Tranche A
Commitment:

[Name of Lender]

By: _____
Name:
Title:

Accepted and agreed:

LAMAR MEDIA CORP.

By: _____
Name:
Title:

JPMORGAN CHASE BANK,
as Administrative Agent

By: _____
Name:
Title:

Amendment No. 1

=====

TRANCHE C TERM LOAN AGREEMENT

dated as of

February 6, 2004

LAMAR MEDIA CORP.

JPMORGAN SECURITIES INC.
as Lead Arranger and Bookrunner

JPMORGAN CHASE BANK,
as Administrative Agent

=====

TRANCHE C TERM LOAN AGREEMENT

TRANCHE C TERM LOAN AGREEMENT dated as of February 6, 2004 between LAMAR MEDIA CORP. (the "Borrower"), the SUBSIDIARY GUARANTORS party hereto (the "Subsidiary Guarantors"), the TRANCHE C TERM LOAN LENDERS party hereto (including each Tranche C Lender as defined below that becomes a party hereto pursuant to a Lender Addendum as defined below and JPMORGAN CHASE BANK, as Administrative Agent for the lenders (in such capacity, together with its successors in such capacity, the "Administrative Agent").

The Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto and JPMorgan Chase Bank, as the Administrative Agent, are parties to a Credit Agreement dated as of March 7, 2003 (as amended pursuant to Amendment No. 1 thereto being executed concurrently with this Agreement, the "Credit Agreement").

Section 2.01(d) of the Credit Agreement (as amended by Amendment No. 1 thereto) contemplates that at any time and from time to time, the Borrower may request that one or more persons (which may include the Lenders under and as defined in the Credit Agreement) offer to enter into commitments to make (or, as provided herein, to convert Tranche B Term Loans into) Incremental Loans under and as defined in said Section 2.01(d), subject to the conditions specified in said Section 2.01(d). The Borrower has now requested that \$550,000,000 in aggregate principal amount of Incremental Loans under said Section 2.01(d) be made available to it in a single series of term loans. The Tranche C Lenders (as defined below) are willing to make (or to convert Tranche B Term Loans into) such loans on the terms and conditions set forth below and in accordance with the applicable provisions of the Credit Agreement, and accordingly, the parties hereto hereby agree as follows:

ARTICLE I

DEFINED TERMS

Terms defined in the Credit Agreement are used herein as defined therein. In addition, the following terms have the meanings specified below:

"Lender Addendum" means, with respect to any Tranche C Lender, a Lender Addendum substantially in form of Annex 1 hereto, dated as of the date hereof and executed and delivered by such Tranche C Lender as provided in Section 2.05.

"Tranche C Term Loan" means a Loan made (or, as provided herein, converted from Tranche B Term Loans) pursuant to this Agreement which shall constitute a single Series of Incremental Loans under Section 2.01(d) of the Credit Agreement.

Tranche C Term Loan Agreement

"Tranche C Commitment" means, with respect to each Tranche C Lender, the commitment of such Lender to make Tranche C Term Loans hereunder (or, as provided herein, to convert Tranche B Term Loans into Tranche C Terms Loans hereunder). The amount of each Tranche C Lender's Tranche C Commitment is set forth in the Lender Addendum executed and delivered by such Tranche C Lender. The aggregate original amount of the Tranche C Commitments is \$550,000,000.

"Tranche C Term Loan Effective Date" means the date on which the conditions specified in Article IV are satisfied (or waived by the Required Tranche C Lenders).

"Tranche C Lender" means (a) on the date hereof, a Lender that has executed and delivered a Lender Addendum and (b) thereafter, the Lenders from time to time holding Tranche C Commitments or Tranche C Term Loans after giving effect to any assignments thereof pursuant to Section 10.04 of the Credit Agreement.

ARTICLE II

TRANCHE C TERM LOANS

Section 2.01. Commitments. Subject to the terms and conditions set forth herein and in the Credit Agreement, each Tranche C Lender agrees to make Tranche C Term Loans to the Borrower (or, as provided below, to convert Tranche B Term Loans), in an aggregate principal amount equal to such Tranche C Lender's Tranche C Commitment. Proceeds of Tranche C Term Loans shall be available solely for application to the prepayment of the outstanding principal of and accrued and unpaid interest on the Tranche B Term Loans.

Notwithstanding the foregoing, it is understood and agreed that any Tranche C Lender that also holds any Tranche B Term Loans may elect, by notice to the Administrative Agent, that the Tranche C Term Loans required to be made by such Lender on the Amendment No. 1 Effective Date shall, to the extent of the portion of such Tranche C Term Loans not exceeding the aggregate principal amount of the Tranche B Term Loans of such Lender (net of any Tranche B Term Loans being concurrently prepaid or concurrently converted into Additional Tranche A Term Loans of such Lender), be made through such Tranche B Term Loans being converted into Tranche C Term Loans (and each reference in this Agreement or the Credit Agreement to the "making" of any Tranche C Term Loan, or words of similar import, shall in the case of such Lender be deemed to include such conversion). Without limiting the generality of the foregoing, it is understood that the Tranche C Term Loans into which the Tranche B Term Loans are so converted shall be treated identically to the Tranche C Terms Loans being funded (and not being converted from Tranche B Term Loans) on the Tranche C Term Loan Effective Date and shall have identical Interest Periods in identical proportions and durations as all other Tranche C Loans (and, for these purposes, any Interest Periods for Tranche B Term Loans that are Eurodollar Loans in effect on the Tranche C Term Loan Effective Date shall be terminated on the Tranche C Term Loan Effective Date, and any such converting Lender shall be paid

Tranche C Term Loan Agreement

accrued interest on its Tranche B Term Loans being so converted, together with any amounts payable under Section 2.14 of the Credit Agreement, as if the Tranche B Term Loans were being prepaid in full on the Tranche C Term Loan Effective Date).

Section 2.02. Termination of Commitments. Unless previously terminated, the Tranche C Commitments shall terminate after the Borrowing of the Tranche C Term Loans on the Tranche C Term Loan Effective Date.

Section 2.03. Repayment of Loans. The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of the Tranche C Lenders the principal of the Tranche C Term Loans in twenty-two installments payable on the Principal Payment Dates as follows:

Principal Payment Date: -----	Amount of Installment: -----
March 31, 2005	\$ 1,375,000
June 30, 2005	\$ 1,375,000
September 30, 2005	\$ 1,375,000
December 31, 2005	\$ 1,375,000
March 31, 2006	\$ 1,375,000
June 30, 2006	\$ 1,375,000
September 30, 2006	\$ 1,375,000
December 31, 2006	\$ 1,375,000
March 31, 2007	\$ 1,375,000
June 30, 2007	\$ 1,375,000
September 30, 2007	\$ 1,375,000
December 31, 2007	\$ 1,375,000
March 31, 2008	\$ 1,375,000
June 30, 2008	\$ 1,375,000
September 30, 2008	\$ 1,375,000
December 31, 2008	\$ 1,375,000
March 31, 2009	\$ 1,375,000
June 30, 2009	\$ 1,375,000
September 30, 2009	\$ 1,375,000
December 31, 2009	\$ 1,375,000
March 31, 2010	\$261,250,000
June 30, 2010	\$261,250,000

Tranche C Term Loan Agreement

Notwithstanding the foregoing, if on any date (the "Test Date"), the maturity date for any then-outstanding Senior Subordinated Notes, New Senior Subordinated Notes or New Senior Notes, or of any other convertible notes or notes offered and sold publicly or under Rule 144A (other than the Senior Secured Notes) shall fall within six months of the Test Date then the Tranche C Term Loans shall be paid in full on the date that is three months after the Test Date, provided that the foregoing shall not apply if the Required Tranche C Lenders shall elect otherwise at any time prior to the Test Date.

Section 2.04. Applicable Rate. The Applicable Rate means, in the case of Tranche C Term Loans, for any day, 1.00% with respect to any Base Rate Loan and 2.00% with respect to any Eurodollar Loan.

Section 2.05. Delivery of Lender Addenda. Each Tranche C Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Tranche C Lender, the Borrower and the Administrative Agent.

Section 2.06. Status of Agreement. Tranche C Commitments of each Tranche C Lender constitute Incremental Loan Commitments and each Tranche C Lender constitutes an Incremental Loan Lender, in each case under and for all purposes of the Credit Agreement. The Tranche C Term Loans constitute a single "Series" of Incremental Loans under Section 2.01(d) of the Credit Agreement.

ARTICLE III

REPRESENTATION AND WARRANTIES; NO DEFAULTS

The Borrower and each Subsidiary Guarantor represents and warrants to the Lenders and the Administrative Agent as to itself and each of its subsidiaries that, after giving effect to the provisions hereof, (i) each of the representations and warranties set forth in Article IV of the Credit Agreement is true and correct on and as of the date hereof as if made on and as of the date hereof (or, if any such representation or warranty is expressly stated to have been made as of a specific date, such representation or warranty is true and correct as of such specific date) and as if each reference therein to the Credit Agreement or Loan Documents included reference to this Agreement and (ii) no Default or Event of Default has occurred and is continuing.

Tranche C Term Loan Agreement

ARTICLE IV

CONDITIONS

The obligations of the Tranche C Lenders to make (or, as provided herein, to convert Tranche B Term Loans into) the Tranche C Term Loans is subject to the conditions precedent that each of the following conditions shall have been satisfied (or waived by the Required Tranche C Lenders):

(a) Counterparts of Agreement. The Administrative Agent (or Special Counsel) shall have received from each party hereto either (i) a counterpart of this Agreement signed on behalf of such party or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party has signed a counterpart of this Agreement.

(b) Opinion of Counsel to Credit Parties. The Administrative Agent (or Special Counsel) shall have received a favorable written opinion (addressed to the Administrative Agent and the Tranche C Lenders and dated the Tranche C Term Loan Effective Date) of Kean, Miller, Hawthorne, D'Armond, McCowan & Jarman, L.L.P., counsel to the Credit Parties, substantially in the form of Annex 2 (and each Credit Party hereby requests such counsel to deliver such opinion).

(c) Opinion of Special Counsel. The Administrative Agent shall have received a favorable written legal opinion (addressed to the Administrative Agent and the Tranche C Lenders and dated the Tranche C Term Loan Effective Date) of Special Counsel, substantially in the form of Annex 3 (and the Administrative Agent hereby requests Special Counsel to deliver such opinion).

(d) Corporate Matters. The Administrative Agent (or Special Counsel) shall have received such documents and certificates as the Administrative Agent or Special Counsel may reasonably request relating to the organization, existence and good standing of each Credit Party, the authorization of the Borrowings hereunder and any other legal matters relating to the Credit Parties, the Credit Agreement or this Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

(e) Notes. The Administrative Agent (or Special Counsel) shall have received for each Tranche C Lender that shall have requested a promissory note at least one Business Day prior to the Tranche C Term Loan Effective Date, a duly completed and executed promissory note for such Lender.

(f) Fees and Expenses. JPMorgan Securities Inc. shall have received all fees and other amounts due and payable on or prior to the Tranche C Term Loan Effective Date,

Tranche C Term Loan Agreement

including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower hereunder.

(g) Prepayment of Tranche B Term Loans. The principal of and interest on and all other amounts (including any amounts payable under Section 2.14 of the Credit Agreement) owing in respect of the Tranche B Term Loans shall have been (or shall be concurrently) prepaid in full from funds available to the Borrower and the proceeds of the Tranche C Term Loans and Additional Tranche A Term Loans.

(h) Additional Conditions. Each of the conditions precedent set forth in Sections 5.02 and 5.03 of the Credit Agreement to the making of (or, as provided herein, to converting Tranche B Term Loans into) Tranche C Term Loans on the Tranche C Term Loan Effective Date shall have been satisfied, and the Administrative Agent (or Special Counsel) shall have received a certificate to such effect, dated the Tranche C Term Loan Effective Date and signed by the President, Vice President or a Financial Officer of the Borrower.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. Expenses. The Credit Parties jointly and severally agree to pay, or reimburse JPMorgan Securities Inc. for paying, all reasonable out-of-pocket expenses incurred by JPMorgan Securities Inc. and its Affiliates, including the reasonable fees, charges and disbursements of Special Counsel, in connection with the syndication of the Incremental Loans provided for herein and the preparation of this Agreement.

SECTION 5.02. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when this Agreement shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5.03. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

Tranche C Term Loan Agreement

SECTION 5.04. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

Tranche C Term Loan Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

LAMAR MEDIA CORP.

By: /s/ Keith A. Istre

Title: Chief Financial Officer

SUBSIDIARY GUARANTORS

LAMAR ADVERTISING OF COLORADO SPRINGS, INC.
LAMAR TEXAS GENERAL PARTNER, INC.
TLC PROPERTIES, INC.
TLC PROPERTIES II, INC.
LAMAR PENSACOLA TRANSIT, INC.
LAMAR ADVERTISING OF YOUNGSTOWN, INC.
NEBRASKA LOGOS, INC.
OHIO LOGOS, INC.
UTAH LOGOS, INC.
SOUTH CAROLINA LOGOS, INC.
MINNESOTA LOGOS, INC.
MICHIGAN LOGOS, INC.
FLORIDA LOGOS, INC.
NEVADA LOGOS, INC.
TENNESSEE LOGOS, INC.
KANSAS LOGOS, INC.
COLORADO LOGOS, INC.
NEW MEXICO LOGOS, INC.
CANADIAN TODS LIMITED
LAMAR ADVERTISING OF MICHIGAN, INC.
LAMAR ELECTRICAL, INC.
AMERICAN SIGNS, INC.
LAMAR OCI NORTH CORPORATION
LAMAR OCI SOUTH CORPORATION
LAMAR ADVERTISING OF KENTUCKY, INC.
LAMAR FLORIDA, INC.
LAMAR ADVAN, INC.
LAMAR ADVERTISING OF SOUTH DAKOTA, INC.
LAMAR CENTRAL OUTDOOR, INC.
LAMAR ADVANTAGE HOLDING COMPANY

Tranche C Term Loan Agreement

LAMAR OHIO OUTDOOR HOLDING CORP.
LAMAR BENCHES, INC.
LAMAR I-40 WEST, INC.
LAMAR ADVERTISING OF OKLAHOMA, INC.
LAMAR OKLAHOMA HOLDING COMPANY, INC.
HARDIN DEVELOPMENT CORPORATION
PARSONS DEVELOPMENT COMPANY
REVOLUTION OUTDOOR ADVERTISING, INC.
OUTDOOR MARKETING SYSTEMS, INC.
LAMAR ADVERTISING SOUTHWEST, INC.
LAMAR DOA TENNESSEE HOLDINGS, INC.
LAMAR DOA TENNESSEE, INC.
TRANS WEST OUTDOOR ADVERTISING, INC.
PREMERE OUTDOOR, INC.
HAM DEVELOPMENT CORPORATION
10 OUTDOOR ADVERTISING, INC.
LAMAR CALIFORNIA ACQUISITION CORPORATION

By: /s/ Keith A. Istre

Keith A. Istre
Vice President -Finance and
Chief Financial Officer

Tranche C Term Loan Agreement

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

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

INTERSTATE LOGOS, L.L.C.

By: Lamar Media Corp.,
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

Tranche C Term Loan Agreement

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

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

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

THE LAMAR COMPANY, L.L.C.

By: Lamar Media Corp.,
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

LAMAR TEXAS LIMITED PARTNERSHIP

By: Lamar Texas General Partner, Inc.
Its: General Partner

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

Tranche C Term Loan Agreement

TLC PROPERTIES, L.L.C.
TLC FARMS, L.L.C.

By: TLC Properties, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

OUTDOOR PROMOTIONS WEST, LLC
TRANSIT AMERICA LAS VEGAS, L.L.C.
LAMAR TRANSIT ADVERTISING OF NEW
ORLEANS, LLC
TRIUMPH OUTDOOR RHODE ISLAND, LLC

By: Triumph Outdoor Holdings, LLC
Its: Managing Member
By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President - Finance and
Chief Financial Officer

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

By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
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, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
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

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

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

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

Tranche C Term Loan Agreement

OUTDOOR MARKETING SYSTEMS, L.L.C.

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

By: /s/ Keith A. Istre

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

STOKELY AD AGENCY, L.L.C.

By: Lamar Central Outdoor, Inc.
Its: Managing Member

By: /s/ Keith A. Istre

Keith A. Istre
Vice President-Finance and
Chief Financial Officer

Tranche C Term Loan Agreement

JPMORGAN CHASE BANK,
as Administrative Agent

By: /s/ Joan M. Fitzgibbon

Name: Joan M. Fitzgibbon
Title: Managing Director

By its signature below, the undersigned hereby consents to the foregoing Tranche C Term Loan Agreement and confirms that the Tranche C Term Loans shall constitute "Guaranteed Obligations" under and as defined in the Holdings Guaranty and Pledge Agreement and shall be entitled to the benefits of the Guarantee and security provided under the Holdings Guaranty and Pledge Agreement.

LAMAR ADVERTISING COMPANY

By: /s/ Keith A. Istre

Name: Keith A. Istre
Title: Chief Financial Officer

Tranche C Term Loan Agreement

[Form Of Lender Addendum]

LENDER ADDENDUM

Reference is made to the Tranche C Term Loan Agreement dated as of February 6, 2004 (the "Tranche C Term Loan Agreement") between Lamar Media Corp. (the "Borrower"), the Subsidiary Guarantors named therein, the Tranche C Lenders named therein (the "Tranche C Lenders"), and JPMorgan Chase Bank, formerly known as The Chase Manhattan Bank, as Administrative Agent (the "Administrative Agent"), which Tranche C Term Loan Agreement is being entered into pursuant to Section 2.01(d) of the Credit Agreement dated as of March 7, 2003 (as amended by Amendment No. 1 dated as of January 28, 2004, the "Credit Agreement") between the Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto and the Administrative Agent. Terms used but not defined in this Lender Addendum have the meanings assigned to such terms in the Tranche C Term Loan Agreement and the Credit Agreement.

By its signature below, and subject to the acceptance hereof by the Borrower and the Administrative Agent as provided below, the undersigned hereby becomes a Tranche C Lender under the Tranche C Term Loan Agreement, having the Tranche C Term Loan Commitment set forth below opposite its name.

It is understood and agreed that if the undersigned also holds any Tranche B Term Loans under the Credit Agreement, the undersigned may elect, by notice to the Administrative Agent, that the Tranche C Term Loans required to be made by the undersigned on the Amendment No. 1 Effective Date shall, to the extent of the portion of such Tranche C Term Loans not exceeding the aggregate principal amount of the Tranche B Term Loans of the undersigned (net of any Tranche B Term Loans being concurrently prepaid or concurrently converted into Additional Tranche A Term Loans of the undersigned), be made through such Tranche B Term Loans being converted into Tranche C Term Loans (and each reference in the Tranche C Term Loan Agreement or the Credit Agreement to the "making" of any Tranche C Term Loan, or words of similar import, shall in the case of the undersigned be deemed to include such conversion).

This Lender Addendum shall be governed by, and construed in accordance with, the law of the State of New York.

This Lender Addendum may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Lender Addendum

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this ___ day of _____, 2004.

Amount of Tranche C Commitment: _____
[Name of Tranche C Lender]

\$ _____

By: _____
Name:
Title:

Accepted and agreed:

JPMORGAN CHASE BANK, formerly
known as THE CHASE MANHATTAN BANK,
as Administrative Agent

By: _____
Name:
Title:

LAMAR MEDIA CORP.

By: _____
Name:
Title:

Lender Addendum

[Form of Opinion of Counsel to the Credit Parties]

February 6, 2004

To the Tranche C Lenders
and the Administrative Agent
party to the Tranche C
Term Loan Agreement and
Credit Agreement referred to below

Ladies and Gentlemen:

We have acted as counsel to LAMAR ADVERTISING COMPANY ("Holdings"), LAMAR MEDIA CORP. (herein the "Borrower") and the Subsidiary Guarantors, in connection with the Tranche C Term Loan Agreement dated as of February 6, 2004 (the "Tranche C Term Loan Agreement") between Lamar Media Corp. (the "Borrower"), the Subsidiary Guarantors named therein, the Tranche C Lenders party thereto (the "Tranche C Lenders") and JPMorgan Chase Bank (the "Administrative Agent"), which Tranche C Term Loan Agreement is being entered into pursuant to Section 2.01(d) of the Credit Agreement dated as of March 7, 2003 (as amended by Amendment No. 1 dated as of January 28, 2004, the "Credit Agreement") between the Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto and the Administrative Agent. Terms defined in the Tranche C Term Loan Agreement and in the Credit Agreement are used herein as defined therein. This opinion is being delivered pursuant to clause (b) of Article IV of the Tranche C Term Loan Agreement.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

- (a) the Tranche C Term Loan Agreement;
- (b) the Credit Agreement;
- (c) Amendment No. 1 to the Credit Agreement; and
- (d) such records of the Credit Parties and such other documents as we have deemed necessary as a basis for the opinions expressed below.

Form of Opinion of Counsel to Credit Parties

The agreements, instruments and other documents referred to in the foregoing lettered clauses are collectively referred to as the "Credit Documents".

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied upon statements or certificates of governmental officials and upon representations made in or pursuant to the Credit Documents and certificates and/or opinions of appropriate representatives of the Credit Parties.

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that (except, to the extent set forth in the opinions expressed below, as to the Credit Parties):

- (i) such documents have been duly authorized by, have been duly executed and delivered by, and constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;
- (ii) all signatories to such documents have been duly authorized;
- (iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents; and
- (iv) the Tranche C Term Loan Agreement has become effective in accordance with the provisions of Section 5.02 thereof.

References to "our knowledge" or equivalent words means the actual knowledge of the lawyers in this firm responsible for preparing this opinion after such inquiry as they deemed appropriate, including inquiry of such other lawyers in the firm and review of such files of the firm as they have identified as being reasonably likely to have or contain information not otherwise known to them needed to support the opinions set forth below. References to "after due inquiry" or equivalent words means after inquiry of the Chief Financial Officer and General Counsel of Holdings, and of lawyers in the firm reasonably likely to have knowledge of the matter to which such reference relates.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that:

1. Holdings is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Borrower is a corporation duly organized,

Form of Opinion of Counsel to Credit Parties

validly existing and in good standing under the laws of the State of Delaware. Each Subsidiary of the Borrower is a corporation, partnership or other entity duly organized, validly existing and in good standing under the laws of the state indicated opposite its name in Schedule 4.14 to the Credit Agreement.

2. Each Credit Party has all requisite corporate or other power to execute and deliver, and to perform its obligations under, the Credit Documents to which it is a party.

3. The execution, delivery and performance by each Credit Party of each Credit Document to which it is a party have been duly authorized by all necessary corporate or other action on the part of such Credit Party.

4. Each Credit Document has been duly executed and delivered by each Credit Party party thereto.

5. Under Louisiana conflict of laws principles, the stated choice of New York law to govern the Credit Documents will be honored by the courts of the State of Louisiana and the Credit Documents will be construed in accordance with, and will be treated as being governed by, the law of the State of New York, except to the extent the result obtained from applying New York law would be contrary to the public policy of the State of Louisiana, provided, however, that we have no knowledge of any Louisiana public policy interest which could reasonably be expected to result in the application of Louisiana law to the Credit Documents. However, if the Credit Documents were stated to be governed by and construed in accordance with the law of the State of Louisiana, or if a Louisiana court were to apply the law of the State of Louisiana to the Credit Documents, each Credit Document would nevertheless constitute the legal, valid and binding obligation of each Credit Party party thereto, enforceable against such Credit Party in accordance with its terms, except as may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of the Credit Documents is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law) and the corresponding discretion of the court before which the proceedings may be brought, including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

6. No authorization, approval or consent of, and no filing or registration with, any governmental or regulatory authority or agency of the United States of America or the State of Louisiana is required on the part of any Credit Party for the execution, delivery or performance by any Credit Party of any of the Credit Documents or for the borrowings by the Borrower under the Credit Agreement.

Form of Opinion of Counsel to Credit Parties

7. The execution, delivery and performance by each Credit Party of, and the consummation by each Credit Party of the transactions contemplated by, the Credit Documents to which such Credit Party is a party do not and will not (a) violate any provision of the charter or by-laws of any Credit Party, (b) violate any applicable Louisiana or federal law, rule or regulation, (c) violate any order, writ, injunction or decree of any court or governmental authority or agency or any arbitral award applicable to the Credit Parties or any of their respective Subsidiaries of which we have knowledge (after due inquiry) or (d) based on an opinion of the General Counsel of the Borrower, result in a breach of, constitute a default under, require any consent under, or result in the acceleration or required prepayment of any indebtedness pursuant to the terms of, any agreement or instrument of which we have knowledge (after due inquiry) and to which the Credit Parties or any of their respective Subsidiaries is a party or by which any of them is bound or to which any of them is subject, or result in the creation or imposition of any Lien upon any property of any Credit Party pursuant to, the terms of any such agreement or instrument.

8. Except as set forth in Schedule 4.06 to the Credit Agreement, we have no knowledge (after due inquiry) of any legal or arbitral proceedings, or any proceedings by or before any governmental or regulatory authority or agency, pending or threatened against or affecting the Credit Parties or any of their respective Subsidiaries or any of their respective properties that, if adversely determined, could have a Material Adverse Effect.

9. The obligations of the Credit Parties under the Loan Documents constitute Senior Indebtedness (as defined in the Senior Subordinated Notes Indentures) for all purposes of the Senior Subordinated Notes Indentures.

10. The Credit Agreement and the Tranche C Term Loan Agreement will constitute the "Senior Credit Facility" under and for all purposes of each of the Senior Subordinated Notes Indentures.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 10.03 of the Credit Agreement (and any similar provisions in any of the other Credit Documents) may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

Form of Opinion of Counsel to Credit Parties

(B) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

(C) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of Louisiana) that limit the interest, fees or other charges such Lender may impose for the loan or use of money or other credit, (ii) the last sentence of Section 2.16(d) of the Credit Agreement, (iii) Section 3.06 or 3.09 of the Credit Agreement (and any similar provisions in any of the other Credit Documents) and (iv) the first sentence of Section 10.09(b) of the Credit Agreement (and any similar provisions in any of the other Credit Documents), insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Credit Documents.

(D) We express no opinion as to the applicability to the obligations of any Subsidiary Guarantor (or the enforceability of such obligations) of Section 548 of the Bankruptcy Code or any other provision of law relating to fraudulent conveyances, transfers or obligations or of the provisions of the law of the jurisdiction of incorporation of any Subsidiary Guarantor restricting dividends, loans or other distributions by a corporation for the benefit of its stockholders.

(E) The opinions expressed herein as of the date hereof, and except as may otherwise be provided herein, we have no obligation to advise you as to any change in the matters, factual, legal or otherwise, set forth herein after the date of this letter. Without limitation of the foregoing, our opinions in paragraphs 9 and 10 are limited to the Loan Documents and Senior Subordinated Notes Indentures as in effect as of the date hereof.

Partners or Associates of this Firm are members of the Bar of the State of Louisiana and we do not hold ourselves out as being conversant with the laws of any jurisdiction other than those of the United States of America and the State of Louisiana, and we express no opinion as to the laws of any jurisdiction other than those of the United States of America, the State of Louisiana and the General Corporation Law of the State of Delaware.

At the request of our clients, this opinion letter is, pursuant to Section (b) of Article IV of the Tranche C Term Loan Agreement, provided to you by us in our capacity as counsel to the Credit Parties and may not be relied upon by any Person for any purpose other than in connection with the transactions contemplated by the Credit Agreement without, in each instance, our prior written consent.

Very truly yours,

Form of Opinion of Counsel to Credit Parties

[Form of Opinion of Special Counsel to the Administrative Agent]

[Date]

To the Tranche C Lenders
and the Administrative Agent
party to the Tranche C
Term Loan Agreement and
Credit Agreement referred to below

Ladies and Gentlemen:

We have acted as special New York counsel to the Administrative Agent under the Tranche C Term Loan Agreement dated as of February 6, 2004 (the "Tranche C Term Loan Agreement") between Lamar Media Corp. (the "Borrower"), the Subsidiary Guarantors named therein, the Tranche C Lenders party thereto (the "Tranche C Lenders") and JPMorgan Chase Bank, as Administrative Agent (the "Administrative Agent"), which Tranche C Term Loan Agreement is being entered into pursuant to Section 2.01(d) of the Credit Agreement dated as of March 7, 2003 (as amended by Amendment No. 1 dated as of January 28, 2004, the "Credit Agreement") between Borrower, the Subsidiary Guarantors party thereto, the lenders party thereto and the Administrative Agent. Terms defined in the Tranche C Term Loan Agreement and in the Credit Agreement are used herein as defined therein. This opinion is being delivered pursuant to clause (c) of Article IV of the Tranche C Term Loan Agreement.

In rendering the opinions expressed below, we have examined the following agreements, instruments and other documents:

- (a) the Tranche C Term Loan Agreement;
- (b) the Credit Agreement;
- (c) Amendment No. 1 to the Credit Agreement.

The agreements, instruments and other documents referred to in the foregoing lettered clauses are collectively referred to as the "Credit Documents".

In our examination, we have assumed the authenticity of all documents submitted to us as originals and the conformity with authentic original documents of all documents submitted to us as copies. When relevant facts were not independently established, we have relied upon representations made in or pursuant to the Credit Documents.

Form of Opinion of Special Counsel

In rendering the opinions expressed below, we have assumed, with respect to all of the documents referred to in this opinion letter, that:

- (i) such documents have been duly authorized by, have been duly executed and delivered by, and (except to the extent set forth in the opinions below as to the Credit Parties) constitute legal, valid, binding and enforceable obligations of, all of the parties to such documents;
- (ii) all signatories to such documents have been duly authorized;
- (iii) all of the parties to such documents are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents; and
- (iv) the Tranche C Term Loan Agreement has become effective in accordance with the provisions of Section 5.02 thereof.

Based upon and subject to the foregoing and subject also to the comments and qualifications set forth below, and having considered such questions of law as we have deemed necessary as a basis for the opinions expressed below, we are of the opinion that each of the Credit Documents constitutes the legal, valid and binding obligation of each Credit Party party thereto, enforceable against such Credit Party in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to or affecting the rights of creditors generally and except as the enforceability of the Credit Documents is subject to the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law), including, without limitation, (a) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (b) concepts of materiality, reasonableness, good faith and fair dealing.

The foregoing opinions are subject to the following comments and qualifications:

(A) The enforceability of Section 10.03 of the Credit Agreement may be limited by (i) laws rendering unenforceable indemnification contrary to Federal or state securities laws and the public policy underlying such laws and (ii) laws limiting the enforceability of provisions exculpating or exempting a party, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves gross negligence, recklessness, willful misconduct or unlawful conduct.

(B) Clause (iii) of the second sentence of Section 3.02 of the Credit Agreement may not be enforceable to the extent that the Guaranteed Obligations (as defined in the Credit Agreement) are materially modified.

(C) The enforceability of provisions in the Credit Documents to the effect that terms may not be waived or modified except in writing may be limited under certain circumstances.

Form of Opinion of Special Counsel

(D) We express no opinion as to (i) the effect of the laws of any jurisdiction in which any Lender is located (other than the State of New York) that limit the interest, fees or other charges such Lender may impose for the loan or use of money or other credit, (ii) the last sentence of Section 2.16(d) of the Credit Agreement, (iii) Section 3.06 or 3.09 of the Credit Agreement, (iv) the first sentence of Section 10.09(b) of the Credit Agreement, insofar as such sentence relates to the subject matter jurisdiction of the United States District Court for the Southern District of New York to adjudicate any controversy related to the Loan Documents and (v) the waiver of inconvenient forum set forth in Section 10.09(c) with respect to proceedings in the United States District Court for the Southern District of New York.

(E) We express no opinion as to the applicability to the obligations of any Subsidiary Guarantor (or the enforceability of such obligations) of Section 548 of the United States Bankruptcy Code, Article 10 of the New York Debtor and Creditor Law or any other provision of law relating to fraudulent conveyances, transfers or obligations or of the provisions of the law of the jurisdiction of incorporation of any Subsidiary Guarantor restricting dividends, loans or other distributions by a corporation for the benefit of its stockholders.

The foregoing opinions are limited to matters involving the Federal laws of the United States and the law of the State of New York, and we do not express any opinion as to the laws of any other jurisdiction.

At the request of our client, this opinion is rendered solely to you in connection with the above matter. This opinion may not be relied upon by you for any other purpose or relied upon by any other Person (other than your successors and assigns as Lenders and Persons that acquire participations in your extensions of credit under the Credit Agreement) without our prior written consent.

Very truly yours,

Form of Opinion of Special Counsel

CERTIFICATIONS

I, Kevin P. Reilly, Jr., certify that:

1. I have reviewed this combined quarterly report on Form 10-Q of Lamar Advertising Company and Lamar Media Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;
4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrants and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and
5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

DATED: May 7, 2004

BY: /s/Kevin P. Reilly, Jr.

Kevin P. Reilly, Jr.
Chief Executive Officer, Lamar Advertising Company
Chief Executive Officer, Lamar Media Corp.

CERTIFICATIONS

I, Keith A. Istre, certify that:

1. I have reviewed this combined quarterly report on Form 10-Q of Lamar Advertising Company and Lamar Media Corp.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrants as of, and for, the periods presented in this report;
4. The registrants' other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrants and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrants, including their consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Evaluated the effectiveness of the registrants' disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - c) Disclosed in this report any change in the registrants' internal control over financial reporting that occurred during the registrants' most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrants' internal control over financial reporting; and
5. The registrants' other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrants' auditors and the audit committee of the registrants' board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrants' ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrants' internal control over financial reporting.

DATED: May 7, 2004

BY: /s/ Keith A. Istre

Keith A. Istre

Chief Financial Officer, Lamar Advertising Company
Chief Financial Officer, Lamar Media Corp.

LAMAR ADVERTISING COMPANY

LAMAR MEDIA CORP.

CERTIFICATION OF PERIODIC FINANCIAL REPORT

PURSUANT TO 18 U.S.C. SECTION 1350

Each of the undersigned officers of Lamar Advertising Company ("Lamar") and Lamar Media Corp. ("Media") certifies, to his knowledge and solely for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the combined Quarterly Report on Form 10-Q of Lamar and Media for the quarter ended March 31, 2004 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in that combined Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Lamar and Media.

Dated: May 7, 2004

By: /s/Kevin P. Reilly, Jr.

Kevin P. Reilly, Jr.
Chief Executive Officer, Lamar Advertising Company
Chief Executive Officer, Lamar Media Corp.

Dated: May 7, 2004

By: /s/Keith A. Istre

Keith A. Istre
Chief Financial Officer, Lamar Advertising Company
Chief Financial Officer, Lamar Media Corp.