TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO Number: P0001183
Issue Date: 05/01/08
Page No: 1

ISSUED: Lamar OCI South Corporation
TO: 233 State St
    Jackson TN 38301-5743

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td>MO</td>
<td>Agreement between Tennessee Technological University and Lamar OCI South Corporation for the period of June 1, 2008 through May 31, 2009, in accordance with agreement between Tennessee Board of Regents and Lamar Advertising, dated May 4, 2004 (Agreement #100321). (Also reference TTU Purchase order P0000825.) For Information Contact: Kevin Liska TTU Business Media Center (931) 372-3337</td>
</tr>
</tbody>
</table>

|     |          |      | 1,150.0000 |
|     |          |      | 13,800.00  |

TOTAL: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

PURCHASE ORDER

PO Number: P0001183
Issue Date: 05/01/08
Page No: 2
Delivery Date:

ISSUED TO: Lamar OCI South Corporation
233 State St
Jackson TN 38301-5743

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:
220 W 10th St
Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>In no event shall the liability of the University under this Agreement exceed $13,800.00.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DISCOUNT: 0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL: 13,800.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN LAMAR ADVERTISING AND
THE TENNESSEE BOARD OF REGENTS

This Amendment to the Professional Services Agreement ("Agreement") dated May 4, 2004 by and between Lamar Advertising ("Contractor") and the Tennessee Board of Regents ("TBR") is made, entered into and effective March 29, 2008.

WITNESSETH:

WHEREAS, Lamar Advertising and TBR have entered into the Agreement subject to certain modifications, clarifications and changes contained in this Amendment; and

WHEREAS, Lamar Advertising and TBR agree, through this Amendment, agree to reflect certain modifications, additions and clarifications to Lamar Advertising terms and conditions in the Professional Services Agreement.

NOW, THEREFORE, in consideration for the mutual covenants undertaken herein, the parties hereby agree to amend the terms and conditions of the Agreement specifically as set forth herein:

1. Prevailing Documents. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement as previously amended, the terms of this Amendment shall prevail.


3. Item B. The TBR agrees to compensate the Contractor as follows:

4. $1,150 per month for a billboard on I-40 in Jackson, TN for a total of $13,800 which includes the costs for rotation and illumination.

5. In no event shall the liability of the TBR under this contract amendment exceed $13,800.00.
LAMAR ADVERTISING
By: [Signature]
Title: General Manager
Date: April 1, 2008

TENNESSEE BOARD OF REGENTS
By: [Signature]
Charles Manning, Chancellor
Date: 4-19-08
**PURCHASE ORDER**

PO Number: P0000825
Issue Date: 02/05/08
Page No: 1

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

**SHIP TO:**

1105 N Peachtree Ave
Johnson Hall
Cookeville TN 38505

**BILLING**

Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5.00</td>
<td>MO</td>
<td>Agreement between Tennessee Technological University and Lamar OCI South Corporation for the period of January 1, 2008, through May 31, 2008, in accordance with the attached agreement. This agreement shall be considered an integral part of this purchase order. For Information Contact: Mr. Kevin Liska / Business Media Center (931) 372-3337 Johnson Hall Rm 406</td>
<td>1,150.0000</td>
<td>5,750.00</td>
</tr>
</tbody>
</table>

**TOTAL:**

CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

**AUTHORIZED SIGNATURE:**

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY

Repl. by P0001183.
Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

**SHIP TO:**

<table>
<thead>
<tr>
<th>S H I P P I N G</th>
<th>B I L L I N G</th>
</tr>
</thead>
<tbody>
<tr>
<td>1105 N Peachtree Ave</td>
<td>Tennessee Technological University</td>
</tr>
<tr>
<td>Johnson Hall</td>
<td>Business Office, Box 5037</td>
</tr>
<tr>
<td>Cookeville TN 38505</td>
<td>Cookeville, Tennessee 38505-0001</td>
</tr>
</tbody>
</table>

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>under this contract exceed $5,750.00.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DISCOUNT: .00

TOTAL: 5,750.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
AGREEMENT BETWEEN
TENNESSEE TECHNOLOGICAL UNIVERSITY
AND
LAMAR ADVERTISING

This Agreement, by and between Tennessee Technological University, hereinafter University, and Lamar Advertising, hereinafter Contractor, is for the provision of billboard advertisements as further defined in Section A., Scope of Services.

A. Scope of Services:

The Contractor agrees to perform the following services:

1. Provide billboard advertisements in Tennessee in the city of Jackson to include rotation and illumination.

2. Location of billboards are to be at:

   Jackson – Size '14' x 48', West Tri-Vision

   Jackson – I-40, .8 miles West of MM 91, North side, facing East, Panel #1482.

3. Contractor will produce the “vinyl” after receiving the “creative” form from the University via a PDF file. The University will retain ownership of the "vinyl" at the end of the contract period.

4. Contractor shall be responsible for production of billboard.

5. This Agreement shall hereby incorporate by reference TBR’s RFP #2004-03, and Lamar Advertising’s Proposal dated December 18, 2003. These contract documents shall be interpreted in the following order of priority: 1) this Contract and any attachments or amendments, 2) TBR’s RFP, and 3) Viacom Outdoor’s Proposal.

B. The University agrees to compensate the Contractor as follows:

1. $1,150 per month per billboard for a total of $5,750 each.

2. The rotation, illumination, and vinyl are included.

3. Payments are to be made monthly upon receipt of invoice.

4. Payments to the Contractor shall be made according to the schedule set out above, provided that payments shall be made only upon submittal of invoices by the Contractor, and after performance of the portion of the services which the invoiced amount represents. The final payment shall be made only after the Contractor has completed its duties under this Agreement.

If the Contractor is a non-resident alien, payment of any portion of the contract from any source will not be made by the University until an Individual Taxpayer...
Identification Number or Social Security Number has been assigned to the Contractor by the Internal Revenue Service and Immigration Naturalization Service and presented to the University.

5. In no event shall the liability of the University under this contract exceed $5,750.00.

C. The parties further agree that the following shall be essential terms and conditions of this Agreement.

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the state of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, veteran status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of this University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incident hereunto, and otherwise protect and hold the University harmless from any and all liability not specifically provided for in this agreement.

4. The term of this contract shall be January 1, 2008, through May 31, 2008. The University shall have no obligation for services rendered by the Contractor which are performed outside the specified period.

5. This Agreement may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

6. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the terms of this Agreement, the University shall have the right to immediately terminate this
Agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this Agreement by the Contractor.

7. This Agreement may be modified only by written amendment executed by all parties hereto.

8. The Contractor shall maintain documentation for all charges against the University under this Agreement. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.

9. The Contractor shall not assign this Agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed subcontractor was or is currently ineligible to bid on the contract.

10. This Contract is subject to the allotment of state and/or federal funds, and may be null and void unless funds have been appropriated and are available for the purchase of the service or item which forms the basis of the Contract.

11. Prohibition on Hiring Illegal Immigrants.

Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contractor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of the Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.
In witness whereof, the parties have by their duly authorized representatives set their signatures.

LAMAR ADVERTISING

BY: ____________________ Date: 1/15/08

Title: ____________________

TENNESSEE TECHNOLOGICAL UNIVERSITY

_________________________ Date: 2/1/08
Dr. Claire Stinson, Vice President for Business & Fiscal Affairs