

SECOND AMENDMENT TO
PARKING SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO PARKING SUBLEASE AGREEMENT ("Amendment") is entered into as of the 15th day of August, 2009 (the "Effective Date"), by and between Pier 1 Imports (U.S.), Inc., a Delaware corporation ("Pier 1") and Kenton Properties LLC, a California limited liability company ("Kenton").

RECITALS

This Amendment is entered into with reference to the following facts:

- A. Pier 1 and William Kenton and Edith Kenton, predecessors-in-interest to Kenton, executed that certain Parking Sublease Agreement (the "Lease"). By the provisions of the Lease, Pier 1 leased to Kenton and Kenton leased from Pier 1 a portion of a parking lot described in the Lease (the "Lot") adjacent to a building commonly known as 3220 Sports Arena Boulevard, San Diego, California 92110, Pier 1 Imports Store #0119, as more particularly described in the Lease.
- B. Pier 1 leases the Lot from the City of San Diego pursuant to a Lease Agreement dated effective November 1, 1990 and filed on July 13, 1992 as Doc. No. RR-280329 with the Office of the City Clerk of San Diego, California ("City Clerk"), as amended by that certain First Amendment to Lease Agreement filed on July 26, 2009 as Doc. No. RR-291976 with the City Clerk (collectively, the "City Lease").
- B. The term of the Lease is currently scheduled to expire on July 31, 2009.
- C. Pier 1 and Kenton now desire to amend and modify the Lease in order to (a) extend the term of the Lease and (b) to modify other certain provisions of the Lease hereinafter set forth in this Amendment.

AGREEMENT

In consideration of their mutual covenants and agreements contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Kenton and Pier 1 hereby agree:

- 1. RECITALS AND DEFINITIONS. Kenton and Pier 1 incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Lease.
- 2. NO FURTHER AMENDMENTS. Except as amended by this Amendment, the Lease remains unchanged and in full force and effect. If there is any conflict between the

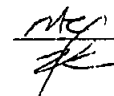
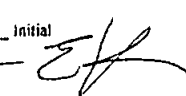
LEGAL/REAL ESTATE/0100 through 0150/0119 SAN DIEGO SPORTS ARENA CA/Parking Sublease Second Amendment - FINAL - 7-2-09 (MC) doc

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provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control.

3. **EFFECTIVE DATE** This Amendment is effective on the later of (i) the date on which the last of Pier 1 and Kenton execute this Amendment, or (ii) the date on which the last of Pier 1 and Landlord execute an amendment extending, to no earlier than July 31, 2014, the term of the City Lease. Such date as determined above will be set forth in the first paragraph of this Amendment where indicated. Pier 1 and Kenton have no rights with respect to this Amendment until Pier 1 and Kenton have both executed this Amendment.
4. **JOINDER AND AUTHORITY.** Kenton represents and warrants to Pier 1 no joinder or approval of another person or entity is required with respect to Kenton's authority to enter into and execute this Amendment.
5. **RULE OF CONSTRUCTION.** Kenton and Pier 1 acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease, this Amendment or any exhibits, attachments and addenda to the Lease and/or this Amendment.
6. **TERM OF LEASE** The term of the Lease is extended for an additional five (5) years commencing on August 1, 2009 and expiring on July 31, 2014 (the "Extended Term").
7. **FIXED RENT.** Fixed Rent during Extended Term shall be in the amount specified below:

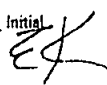
<u>Time Period</u>	<u>Monthly Installment</u>	<u>Annual Fixed Rent</u>
August 1, 2009 through and including October 31, 2009	\$ -0-	\$ -0-
November 1, 2009 through and including July 31, 2010	\$2,600.00	\$31,200.00 ^{\$23,400.00} EK 
August 1, 2010 through and including July 31, 2011	\$2,700.00	\$32,400.00
August 1, 2011 through and including July 31, 2012	\$2,800.00	\$33,600.00

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August 1, 2012 through and including July 31, 2013	\$2,900.00	\$34,800.00
August 1, 2013 through and including July 31, 2014	\$3,000.00	\$36,000.00

8. CONFIDENTIALITY. The parties acknowledge that the contents of this Amendment are confidential information. Both parties agree to keep such information strictly confidential and shall not disclose such confidential information to any person or entity other than the disclosing party's real estate, legal, accounting and financial representatives or consultants, or as otherwise required by law. Notwithstanding anything to the contrary herein, the parties may include the financial terms of this Amendment in an aggregate amount disclosed in an announcement of financial information to third parties or to the public.
9. BROKERS. Pier 1 and Kenton represent and warrant to the other that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of this Amendment. Each party agrees to indemnify and hold the other harmless from and against any and all liability and cost which the indemnified party may suffer in connection with any real estate brokers claiming by, through, or under the indemnifying party seeking any commission, fee or payment in connection with this Amendment.
10. COUNTERPARTS. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment.

{Signatures to follow on next page}

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year indicated below to be effective pursuant to Section 3 above.

PIER 1:

PIER 1 IMPORTS (U.S.), INC.,
a Delaware corporation

WITNESS:

Ray McKown
Ray McKown

July 2, 2009

By: Michael A. Carter
Michael A. Carter
Senior Vice President

KENTON:

KENTON PROPERTIES LLC,
a California limited liability company

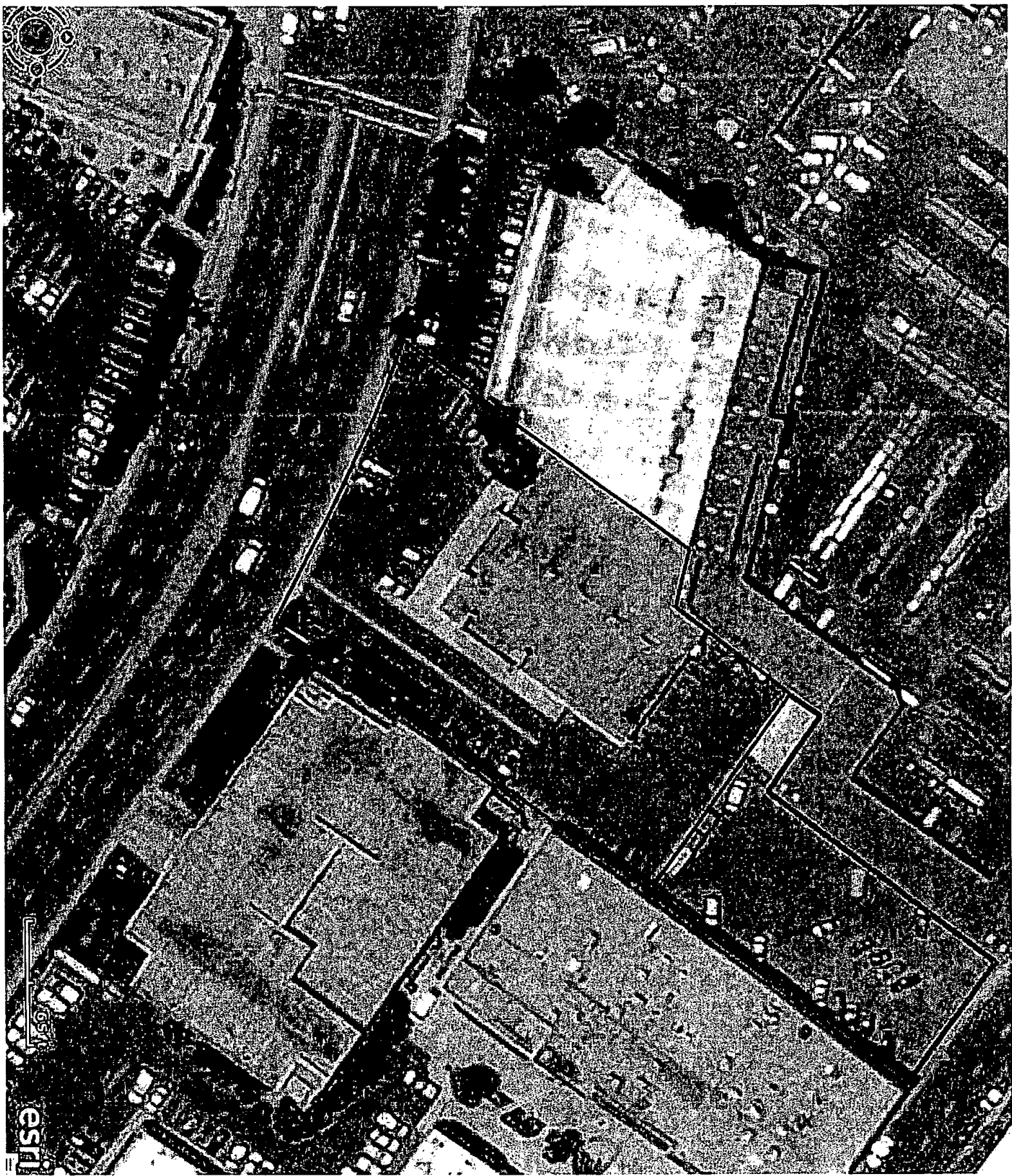
WITNESS:

Kimberly Salinas
Printed
Name: Kimberly Salinas

Date: 7/6/09

By: William Kenton
Printed
Name: William Kenton
Title: Managing Partner

END THE
KENTON



MAP TO ILLUSTRATE LEGAL DESCRIPTION
OF PORTIONS OF PUELO LOTS 313, 314, 337
AND 338; SAN DIEGO, CALIFORNIA.
FEBRUARY 1967 SCALE: 1"=100'

PREPARED AT THE REQUEST OF

KENDRICK, MAURER & SMITH, INC.
2550 5TH AVENUE
SAN DIEGO, CALIFORNIA

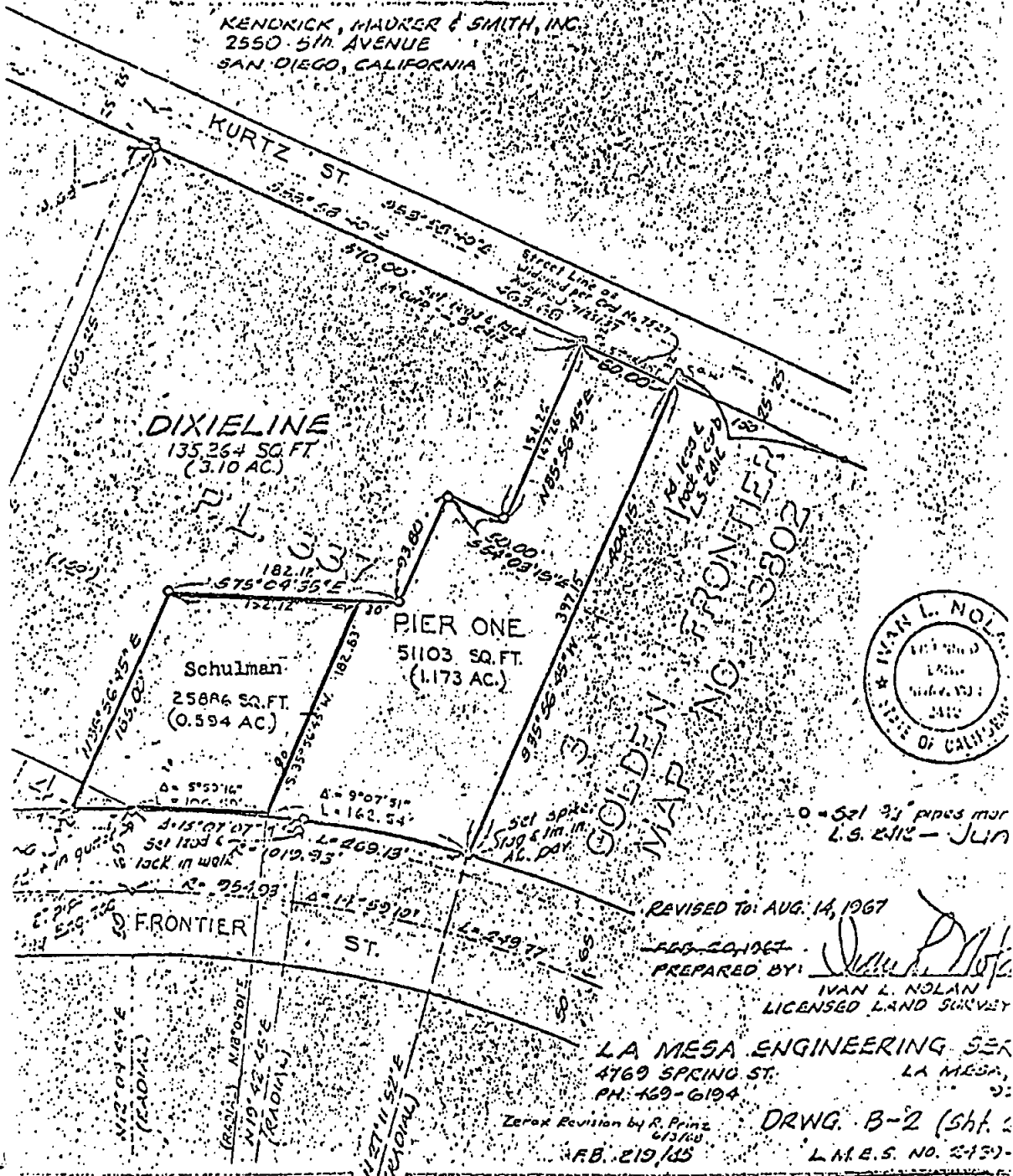
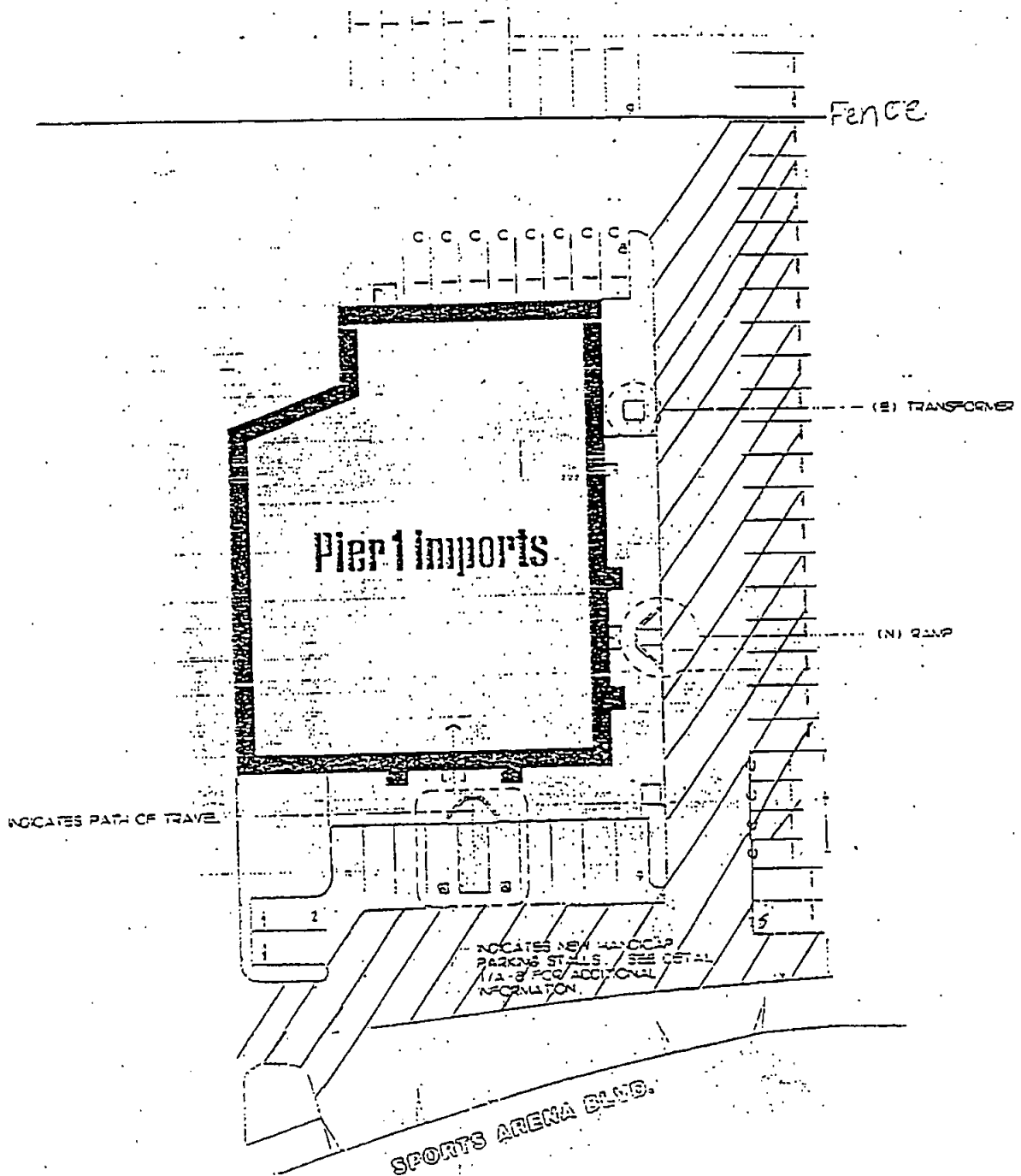


EXHIBIT A

PIER 1'S PROPERTY SITE PLAN



Access Area

43572

SECOND AMENDMENT TO
BILLBOARD SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO BILLBOARD SUBLEASE AGREEMENT ("Amendment") is entered into as of the 1st day of August, 2009 (the "Effective Date"), by and between Pier 1 Imports (U.S.), Inc., a Delaware corporation ("Pier 1") and Clear Channel Outdoor, Inc., a Delaware corporation, f/k/a Eller Media Company ("Clear Channel").

RECITALS

This Amendment is entered into with reference to the following facts:

- A. Pier 1 and Clear Channel executed that certain Billboard Sublease Agreement dated effective July 1, 2001, as amended by that certain First Amendment to Billboard Sublease Agreement dated effective June 30, 2006 (collectively, the "Lease"), by which Pier 1 leased to Clear Channel and Clear Channel leased from Pier 1, that certain billboard located at 3220 Sports Arena Boulevard, San Diego, California 92110, **Pier 1 Imports Store #0119** (the "Billboard") which was erected by Clear Channel's predecessor-in-interest and is owned by Clear Channel as more particularly described in the Lease.
- B. The term of the Lease is currently scheduled to expire on July 31, 2009.
- C. Pier 1 and Clear Channel now desire to amend and modify the Amendment in order to (a) extend the term of the Lease and (b) modify other certain provisions of the Lease hereinafter set forth in this Amendment.

AGREEMENT

In consideration of their mutual covenants and agreements contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Pier 1 and Clear Channel hereby agree:

- 1. RECITALS AND DEFINITIONS. Pier 1 and Clear Channel incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All capitalized terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Agreement.
- 2. NO FURTHER AMENDMENTS. Except as amended by this Amendment, the Agreement remains unchanged and in full force and effect. If there is any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

3. EFFECTIVE DATE. This Amendment is effective on the later of (i) the date on which the last of Pier 1 and Clear Channel execute this Amendment, or (ii) the date on which the last of Pier 1 and the City of San Diego (the "City") execute an amendment extending, to no earlier than July 31, 2014, the term of that certain Flat Rate Lease between Pier 1 and the City filed of record on July 13, 1992. Such date as determined above will be set forth in the first paragraph of this Amendment where indicated. Pier 1 and Clear Channel have no rights with respect to this Amendment until Pier 1 and Clear Channel have both executed this Amendment.
4. JOINDER AND AUTHORITY. Clear Channel represents and warrants to Pier 1 no joinder or approval of another person or entity is required with respect to Clear Channel's authority to enter into and execute this Amendment.
5. RULE OF CONSTRUCTION. Pier 1 and Clear Channel acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Amendment and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Lease, this Amendment or any exhibits, attachments and addenda to the Lease and/or this Amendment.
6. TERM OF LEASE. The term of the Lease is extended for an additional five (5) years commencing on August 1, 2009 and expiring on July 31, 2014 (the "Extended Term").
7. RENT DURING EXTENDED TERM. (a) Commencing on August 1, 2009, through July 31, 2014, Clear Channel shall pay Pier 1 Rent in the amount of Twenty Five Thousand and no/ 100 Dollars (\$25,000.00) per year, payable in equal monthly installments of Two Thousand Eighty Three and 33/100 Dollars and 33/100 Dollars (\$2,083.33).
8. CONFIDENTIALITY. The parties acknowledge that the contents of this Amendment are confidential information. Both parties agree to keep such information strictly confidential and shall not disclose such confidential information to any person or entity other than the disclosing party's real estate, legal, accounting and financial representatives or consultants, or as otherwise required by law. Notwithstanding anything to the contrary herein, the parties may include the financial terms of this Amendment in an aggregate amount disclosed in an announcement of financial information to third parties or to the public.
9. BROKERS. Pier 1 and Clear Channel represent and warrant to the other that they have not had any dealings with any real estate brokers or agents in connection with the negotiation of this Amendment. Each party agrees to indemnify and hold the other harmless from and against any and all liability and cost which the indemnified party may suffer in connection with any real estate brokers claiming by, through, or under the indemnifying party seeking any commission, fee or payment in connection with this Amendment.

10. COUNTERPARTS. This Amendment may be executed in multiple counterparts, each of which taken together shall constitute one and the same agreement binding upon the parties. Signatures transmitted by facsimile or via e-mail in a "PDF" format shall have the same force and effect as original signatures on this Amendment.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year indicated below to be effective pursuant to Section 3 above.

PIER 1:

PIER 1 IMPORTS (U.S.), INC.,
a Delaware corporation

WITNESS:

R. McKown
Ray McKown

July 2, 2009

By: Michael A. Carter
Michael A. Carter
Senior Vice President

CLEAR CHANNEL:

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation

WITNESS:

John F. Carroll SO. CAL. REAL ESTATE MGR.

Printed
Name: John F. Carroll

Date: 7-6-09

By: Michael A. Carter
Printed
Name: Michael A. Carter

Title: Senior Vice President
7/6/09