

CONSENT TO SUBLEASE AGREEMENT

The City of San Diego (CITY), as LESSOR under that certain Flat Rate Lease (MASTER LEASE), dated June 16, 1992, entered into with

PIER IMPORTS (U.S.), INC.

(LESSEE), as subsequently amended, hereby consents to that certain Billboard Sublease Agreement (SUBLEASE) between the above LESSEE (SUBLESSOR) and

ELLER MEDIA COMPANY, a Delaware Corporation

(SUBLESSEE) dated July 1, 2001, for a portion of the subleased premises (SUBLEASED PREMISES) as described in the Exhibit "A" of the SUBLEASE. Said SUBLEASE shall be subordinate to the MASTER LEASE in all respects. The CITY is hereby approving the SUBLEASE and the proposed use, and all terms and conditions of the MASTER LEASE and this consent to sublease shall control and supersede any inconsistent or contrary provisions in the SUBLEASE. Except as otherwise specifically set forth herein, the CITY is not bound by any term or condition in the SUBLEASE which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following:

1. **ASSIGNMENT AND SUBLETTING**: SUBLESSEE shall not assign the SUBLEASE or sublet the SUBLEASED PREMISES or any part thereof without the prior written consent of the CITY. An assignment by operation of law shall automatically terminate the SUBLEASE.
2. **HOLD HARMLESS**: SUBLESSEE shall assume the defense of, indemnify and hold harmless the CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from SUBLESSEE'S operations conducted on the SUBLEASED PREMISES, the condition of the SUBLEASED PREMISES or from any act or omission of SUBLESSEE, its agents or invitees; provided, however, SUBLESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.
3. **INSURANCE**: SUBLESSEE shall be insured against loss from public liability arising from the use or condition of or operation conducted on the SUBLEASED PREMISES. Minimum coverage shall be \$1 million Combined Single Limit Liability. SUBLESSEE shall file with CITY a certificate evidencing such insurance which shall name "THE CITY OF SAN DIEGO" as an additional insured as its interest may appear. Said certificate shall specify that the coverage may not be terminated, cancelled or materially altered without 30 days prior written notice to CITY by the insurance company.
4. **LEGAL PROCEEDING**: Should it become necessary for the CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the SUBLEASE, the prevailing party shall be entitled to an award of reasonable legal costs, including court costs and attorney's fees.

5. SUBORDINATION: This consent permits sublease of a portion of the premises covered by that certain MASTER LEASE dated June 16, 1992, as assigned and amended between the SUBLESSOR herein and the CITY. The SUBLEASE is subject and subordinate to the covenants and conditions of said MASTER LEASE notwithstanding any provision hereof contrary or in conflict with said SUBLEASE.

THE CITY OF SAN DIEGO

Dated _____

By _____
for the City Manager

SUBLESSEE

Dated _____

By _____
Name:
Title:

SUBLESSOR

Dated _____

By _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY:

CASEY GWINN, City Attorney

Dated _____

By _____
Deputy City Attorney

VEB/csn

09/12/01

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BILLBOARD SUBLEASE AGREEMENT

This Billboard Sublease Agreement ("Agreement") is entered into between Pier 1 Imports (U.S.), Inc., a Delaware corporation ("Pier 1"), with its principal office at Attention: Vice President-Real Estate, 301 Commerce Street, Suite 600, Fort Worth, Texas 76102, and Eller Media Company, a Delaware corporation ("Eller"), with its principal office at 1550 West Washington Boulevard, Los Angeles, California 90007, and is effective on the date set forth in Section 2 below.

RECITALS

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

- A. Pier 1 leases the real property shown on Exhibit A ("Premises") from the City of San Diego ("City") pursuant to a Flat Rate Lease filed on July 13, 1992 as Document Number RR-280329 with the Office of the City Clerk, San Diego, California (as amended, "Lease"). The Premises is commonly known as 3220 Sports Arena Boulevard, San Diego, California 92110, Pier 1 Imports Store #0119.
- B. There is a billboard structure, including, but not limited to, pole, fixture connections, panels, signs, copy, equipment and accessories, located on the Premises ("Billboard"). The approximate location of the Billboard on the Premises is shown on Exhibit A. Eller's reference to the Billboard is Clear Channel Outdoor Lease 43572.
- C. Pursuant to a Real Estate Lease dated April 20, 1989 ("Old Lease"), Patrick Media Group, Inc., a Delaware corporation and predecessor in interest to Eller, subleased a portion of the Premises from Pier 1 to erect the Billboard. The term of the Old Lease is currently month to month.
- D. Pier 1 and Eller desire to terminate the Old Lease.
- E. Pier 1 desires to sublease the Billboard to Eller, and Eller desires to sublease the Billboard from Pier 1.
ELLER CONSTRUCTED BILLBOARD STRUCTURE AND IS OWNER OF STRUCTURE. 84
- F. Pier 1 desires to grant Eller a license over portions of the Premises to access the Billboard.

JRL

AGREEMENT

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

1. Recitals. The above recitals are incorporated into this Agreement, and Pier 1 and Eller affirm the recitals are true and correct.

2. Effective Date. The effectiveness of this Agreement is contingent on the City's written consent to this Agreement. After Pier 1 and Eller execute this Agreement, Pier 1 will submit the Agreement, and any fees, to the City for the City's written consent. Once the City consents to this Agreement, the provisions of this Agreement will be effective retroactively back to July 1, 2001, and the Old Lease terminates retroactively back on June 30, 2001.
3. Agreement and Lease. The provisions of this Agreement are subject and subordinate to the provisions of the Lease.
4. Construction. Pier 1 and Eller acknowledge they and, if they so choose, their respective counsel have reviewed and revised this Agreement 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 this Agreement.
5. Term. The "Term" of this Agreement commences on July 1, 2001 and expires at 11:58 p.m. on June 30, 2006. The Term may be terminated earlier as set forth in this Agreement.
6. Sublease of Billboard. **PIER 1 SUBLEASES TO ELLER AND ELLER SUBLEASES FROM PIER 1 THE BILLBOARD AS IS, WHERE IS AND WITH ALL FAULTS. ELLER ACKNOWLEDGES (a) ELLER HAS INSPECTED, OR HAS HAD THE OPPORTUNITY TO INSPECT, THE BILLBOARD AND (b) PIER 1 HAS MADE NO REPRESENTATIONS OR WARRANTIES TO ELLER WITH RESPECT TO THE BILLBOARD, INCLUDING, BUT NOT LIMITED TO, ZONING REQUIREMENTS, PERMITTING AND/OR WARRANTIES AS TO SUITABILITY, HABITABILITY, AND/OR PARTICULAR USE.**
7. Grant of License. Pier 1 grants Eller a license to enter on those portions of the Premises necessary for Eller to access the Billboard and fulfill its obligations under this Agreement. During Eller's use of the Premises, Eller must use its best efforts to minimize disruption to Pier 1's business.
8. Rent. Eller must pay Pier 1, at the address set forth in the preamble paragraph, the following amounts as "Rent" for the Billboard:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
July 1, 2001-June 30, 2002	\$15,000.00	\$1250.00
July 1, 2002-June 30, 2003	\$15,450.00	\$1287.50
July 1, 2003-June 30, 2004	\$15,913.50	\$1326.13
July 1, 2004-June 30, 2005	\$16,390.91	\$1365.91
July 1, 2005-June 30, 2006	\$16,882.64	\$1406.89

Rent is due, without notice or demand, in advance on the first day of each calendar month. If the Term ends on a day other than the last day of a calendar month, the final Rent payment will be prorated on a thirty (30) day basis.

9. Option to Renew. Eller may renew the Term, on the same provisions of this Agreement then in effect except Rent will be as set forth in this Section, by giving Pier 1 notice on or before January 1, 2005. If Eller timely notifies Pier 1 pursuant to the previous sentence, the Term will expire at 11:58 p.m. on July 31, 2009. Rent for July 1, 2006 through July 31, 2009 is fair market value ("FMV") as determined by Pier 1 and Eller. If Pier 1 and Eller fail to agree on FMV on or before March 1, 2005, Eller's exercise of its right to renew the Term is void, and the Term will expire at 11:58 p.m. on June 30, 2006.
10. Surrender of Billboard. On or before the date this Agreement expires or is earlier terminated, Eller, at its expense, must remove the Billboard and return to a good, safe, clean and attractive condition those portions of the Premises affected by the removal of the Billboard. If Eller does not comply with the previous sentence, Eller will be a tenant at will and must pay Pier 1 Rent in the amount of the product of the monthly Rent for the month immediately preceding the expiration or earlier termination of this Agreement times 1.5. In addition, Eller is liable for all consequential damages.
11. Utilities. Eller must have any existing utilities used for the Billboard separately metered and pay the cost of those utilities directly to the applicable utility company. Eller must obtain Pier 1's consent, which may be withheld in Pier 1's sole discretion, before adding additional utilities for the Billboard.
12. Taxes. Eller must pay all taxes related to the Billboard and advertisements on the Billboard.
13. Use. Eller may use the Billboard only for the purpose of advertising people, places, items or ideas. All advertisements remain the personal property of Eller. In no event may the advertisements be distasteful or inappropriate as determined by Pier 1 in Pier 1's reasonable discretion. If Pier 1 determines an advertisement is distasteful or inappropriate, Pier 1 will notify Eller, and Eller will have ten (10) days after the date Eller receives the notice to correct the advertisement.
14. Compliance With Law. Eller, at its expense, must comply with the requirements of all laws, orders, ordinances and regulations of all governmental authorities related to the Billboard, including, but not limited to, content of the advertisements on the Billboard.
15. Maintenance. Eller, at its expense, must:
 - (a) maintain the Billboard and all advertisements in a good, safe, clean and attractive condition.
 - (b) perform any maintenance, repair or clean up to the Premises necessitated by Eller's use of the Premises.

16. Alterations. Eller may not make any alterations to the Billboard, except for changing the advertisements, without first obtaining Pier 1's consent which may not be unreasonably withheld.
17. Insurance. Eller, at its expense, must maintain:
- (a) Commercial General Liability insurance written on an occurrence basis in an amount not less than Three Million Dollars (\$3,000,000.00) combined single limits per occurrence for bodily injury (including, but not limited to, death), property damage and personal and advertising injury occurring in, on, about or from the use of the Billboard and/or Premises. The insurance must name Pier 1 and the City as additional insureds, contain a waiver of subrogation in favor of Pier 1 and the City and contain broad form contractual liability coverage in support of Eller's obligations in this Agreement, including, but not limited to, Eller's obligation to indemnify as set forth in Section 18 below.
 - (b) Worker's Compensation insurance in form and amounts required by California and including a waiver of subrogation in favor of Pier 1 and the City.
 - (c) Employers' Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) each (i) accident for bodily injury by accident and (ii) employee for bodily injury by disease. The insurance must contain a waiver of subrogation in favor of Pier 1 and the City.

All personal property stored on the Premises is at Eller's sole risk.

18. Indemnification. Eller must indemnify Pier 1 against and hold Pier 1 harmless from all claims, liabilities, demands or causes of action, including, but not limited to, all reasonable costs of Pier 1, arising out of Eller's maintenance, repair or use of the Billboard and/or Premises, including, but not limited to, the content of the advertisements on the Billboard.
19. Waiver of Subrogation. Unless caused by the gross negligence of Pier 1 or its agents, officers, directors, partners or employees, Eller waives and releases Pier 1 from any and all rights of recovery, claim, action or cause of action against Pier 1 or its agents, officers, directors, partners and employees for any loss or damage that may occur to the Billboard (including, but not limited to, advertisements on the Billboard) and/or personal property on the Premises by reason of fire or the elements of nature **regardless of cause or origin, including negligence of Pier 1 or its agents, officers, directors, partners and employees**. Because this Section precludes the assignment of any claim mentioned in it by way of subrogation or otherwise to any insurance company or any other person, Eller will give each insurance company which has issued Eller policies of insurance covering all risk of direct physical loss, written notice of the waiver and release contained in this Section and will have the insurance policies properly endorsed to prevent the invalidation of the insurance coverage by reason of these waivers.

20. Default. If Eller fails to comply with any provisions of this Agreement within ten (10) days after Eller's receipt of notice from Pier 1, Eller will be in default and Pier 1 may exercise any or all of the following remedies:
- (a) terminate this Agreement.
 - (b) remedy the default, and Eller must reimburse Pier 1 the reasonable costs of remedying the default within ten (10) days after receipt of demand from Pier 1.
 - (c) terminate Eller's right to possession of the Billboard with due process of law, in which case this Agreement will terminate and Eller must immediately surrender possession of the Billboard to Pier 1. Pier 1 may recover from Eller (i) any unpaid Rent that has been earned at the time of termination, (ii) the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the amount of Rent loss which could have been reasonably avoided as proved by Eller, (iii) the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of Rent loss which could be reasonably avoided as proved by Eller and (iv) Pier 1's reasonable costs of repossessing, repairing, reletting and/or removing the Billboard, including, but not limited to, Pier 1's reasonable attorneys' fees and brokerage commissions. The amounts referred to in items (i) and (ii) above will be computed by allowing interest at the reference (prime) rate published at the time of award in the Wall Street Journal plus two percent (2%). The amount referred to in item (iii) above will be computed by discounting the amount at the discount rate of the Federal Reserve Bank nearest the Billboard at the time of the award plus one percent (1%).
 - (d) without terminating this Agreement, recover Rent as it becomes due.
 - (e) exercise any other rights it may have at law or in equity.
21. Eller's Termination Right. If (a) the view of the advertisement on the Billboard is more than fifty percent (50%) obstructed due to Pier 1's actions, (b) Eller is unable to obtain and/or maintain the governmentally required permits for maintenance and/or use of the Billboard, (c) the Premises is taken by governmental authority and/or (d) Pier 1, without Eller's consent, places or maintains any object on the Billboard that obstructs the view of the advertisement on the Billboard and does not remove the obstruction within thirty (30) days after its receipt of notice from Eller of the obstruction, Eller may give Pier 1 a notice of termination ("Termination Notice"). On the sixtieth (60th) day after Pier 1's receipt of the Termination Notice, this Agreement is terminated provided Eller complies with Section 10 above. In addition, Pier 1 must return to Eller all prepaid Rent, minus amounts Eller owes to Pier 1 under the provisions of this Agreement.
22. Notices. Any notice, demand, consent or communication required to be given to Pier 1 or Eller under the provisions of this Agreement ("Notice") is deemed received on receipt or refusal to accept delivery, provided the Notice is in writing and mailed by certified mail

return receipt requested or sent by overnight courier to the appropriate address listed in the preamble paragraph above, or to any other address as Pier 1 or Eller may furnish each other in writing.

23. Attorneys' Fees. If Pier 1 or Eller commences an action against the other arising out of or in connection with this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and costs incurred in connection with the prosecution or defense of the action.
24. Successors and Assigns. Eller may not assign this Agreement or sublease any portion of the Billboard. This Agreement is binding on and inures to the benefit of Pier 1, Eller and their respective successors and assigns.
25. Waivers. No waiver by Pier 1 or Eller of any provision of this Agreement is deemed a waiver of any other provision of this Agreement or of any subsequent breach by Pier 1 or Eller of any provision of this Agreement.
26. Entire Agreement; Modification; Severability; Governing Law. This Agreement contains the entire agreement between Pier 1 and Eller and may only be modified by written agreement executed by both Pier 1 and Eller. If any provision of this Agreement or the application of any provision to any party or circumstance is held invalid or unenforceable in any respect, the remainder of this Agreement and the application of the provision to the other party or circumstance remains valid. The laws of California govern this Agreement.
27. Liens. If a lien or order for the payment of money is filed against the Billboard and/or Premises, Eller, within thirty (30) days after Eller receives notice of the filing of the lien or order and at its expense, must cause the lien or order to be discharged of record or furnish Pier 1 with a surety bond issued by a surety company protecting Pier 1 and the City from any loss because of Eller's non-payment of the claim. If Eller does not discharge the lien or order or furnish a surety bond within the thirty (30) day period, Pier 1 may pay the lien or order on Eller's behalf, and Eller must reimburse Pier 1 the reasonable costs of paying the lien or order within ten (10) days after receipt of demand from Pier 1.

WITNESS OR ATTEST: _____

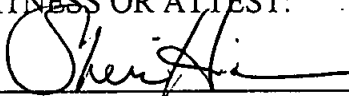
Date: August 10, 2001

Pier 1 Imports (U.S.), Inc.,
a Delaware corporation

By: E. Mitchell Weatherly
E. Mitchell Weatherly,
Senior Vice President

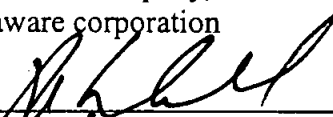
[signatures continued on next page]

WITNESS OR ATTEST:



Date: 8/21/01

Eller Media Company,
a Delaware corporation

By: 

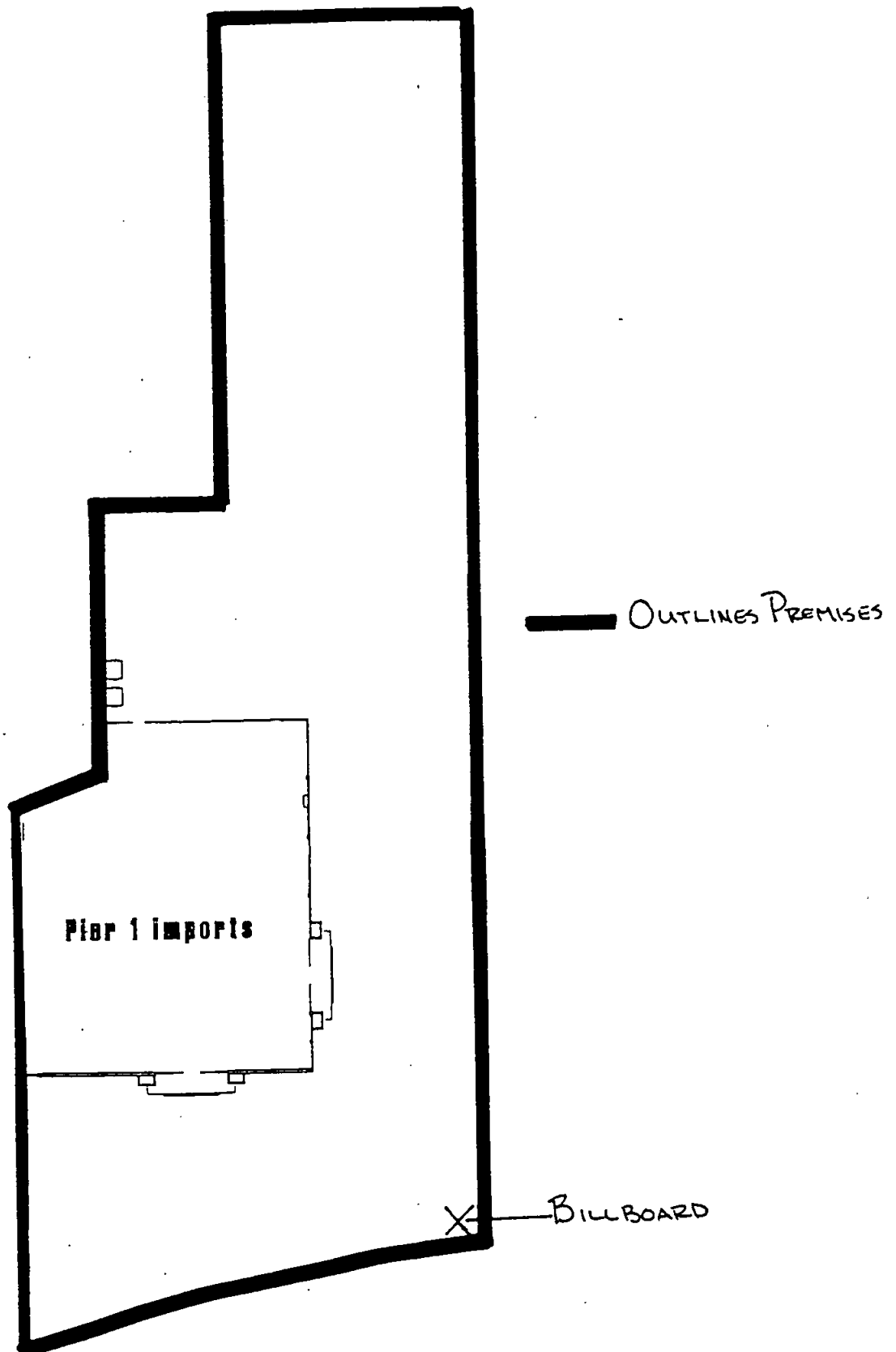
Printed

Name: John F. Carroll

Title: SO. CAL. REAL ESTATE MGR.

EXHIBIT A

SITE PLAN



CONSENT TO FIRST AMENDMENT TO PARKING SUBLEASE AGREEMENT

The City of San Diego (CITY), as Lessor under that certain Flat Rate Lease (MASTER LEASE), dated November 1, 1990, entered into with

PIER 1 IMPORTS (U.S.), INC.

(LESSEE) and filed in the Office of the City Clerk as Document RR- 280329, hereby consents to that certain First Amendment to Parking Sublease Agreement (AGREEMENT) dated July 31, 1994 between the LESSEE and

WILLIAM KENTON AND EDITH KENTON

(collectively SUBLESSEE) dated August 23, 2000 (AMENDMENT). Said AMENDMENT shall be subordinate to the MASTER LEASE in all respects. The City is hereby approving the AMENDMENT, and all terms and conditions of the MASTER LEASE and the CITY'S consent to the AGREEMENT dated August 22, 1994, attached hereto as Exhibit A, shall control and supersede any inconsistent or contrary provisions in the AMENDMENT. The City is not bound by any term or condition in the AMENDMENT which in any way conflicts with or is additional to the provisions of the MASTER LEASE.

In addition, this consent is subject to the following:

SUBLESSEE'S Improvements: The SUBLESSEE shall not construct any permanent improvements on the subleased premises, without the prior written approval by the CITY.

Signs: SUBLESSEE shall not to erect or display any signs, marquees, awnings or advertising on the subleased premises without the prior written consent of the CITY.

Dated 12/1/00

THE CITY OF SAN DIEGO
By [Signature] Acting Supervising Property Agent
FOR THE City Manager

Dated OCTOBER 31, 2000

PIER 1 IMPORTS (U.S.), INC.
By [Signature]
J. Rodney Lawrence
Title: Senior Vice President

Dated 11-1-00

SUBLESSEE
By [Signature]

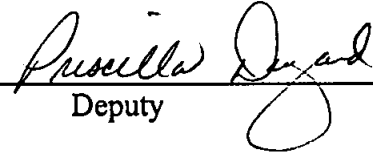
Dated 11/1/00

Title: _____
By [Signature]
Title: _____

APPROVED AS TO FORM AND LEGALITY:

CASEY G. GWINN, City Attorney

Dated 12/11/00

By 
Deputy

VEB/csn

10/17/00

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CONSENT TO SUBLEASE

The City of San Diego (hereinafter referred to as "CITY") under that certain Lease Agreement dated effective November 1, 1990 (the "Lease"), and filed on July 13, 1992 as Doc. No. RR-280329 with the Office of the City Clerk of San Diego with Pier 1 Imports (U.S.), Inc., consents to that Parking Sublease Agreement (the "Sublease") between Pier 1 Imports (U.S.), Inc. (hereinafter referred to as "SUBLESSOR") and William Kenton and Edythe Kenton (hereinafter collectively referred to as "SUBLESSEE"). Said ^{Lease} Lease shall be subordinate to the Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Agreement to ~~sub~~lease shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Lease. M

This consent is subject to the following conditions:

1. Assignment and Subleasing. SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of SUBLESSOR and CITY. An assignment by operation of law shall automatically terminate the Land Lease.

2. Hold Harmless. SUBLESSEE shall assume the defense of, indemnify and save harmless SUBLESSOR and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the subleased premises or from any act or omission of SUBLESSEE, his agents and invitees.

4. Insurance. SUBLESSEE shall be insured by an insurance carrier acceptable to the SUBLESSOR and CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be One Million Dollars (\$1,000,000.00) combined single limit liability in an occurrence form. A copy of the policy of insurance shall be filed with CITY and SUBLESSOR and shall name "The City of San Diego" and SUBLESSOR as additional insureds. Said policy shall specify that the policy may not be terminated, altered or cancelled without thirty (30) days prior written notice to CITY and SUBLESSOR by the insurance company.

4. Legal Proceedings. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the Sublease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

Dated: August 22, 1994

Dated: July 22, 1994

Dated: 8/29/94

Dated: 7/8/94

Dated: 7/8/94

THE CITY OF SAN DIEGO

By: Mary Jane Upmeyer
Its: Supervising Property Agent
for the City Mgr.

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

By: DM Weather
Its: Sr Vice President

APPROVED AS TO FORM:

By: [Signature]
Deputy

WILLIAM KENTON
EDYTHE KENTON

By: [Signature]
William Kenton

By: [Signature]
Edythe Kenton

FIRST AMENDMENT TO PARKING SUBLEASE AGREEMENT

This First Amendment to Parking Sublease Agreement ("Amendment") is entered into on Aug. 23, 2000 between William Kenton and Edythe Kenton a/k/a Edith Kenton (collectively, "Subtenant"), and Pier 1 Imports (U.S.), Inc., a Delaware corporation ("Pier 1").

RECITALS

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

- A. Pier 1 and Subtenant executed a Parking Sublease Agreement ("Sublease"). By the provisions of the Sublease, Pier 1 subleased to Subtenant and Subtenant subleased from Pier 1 a portion of a parking lot containing approximately 27,144 square feet ("Lot") adjacent to a building commonly known as 3220 Sports Arena Boulevard, San Diego, California 92110, Pier 1 Imports Store #119, as more particularly described in the Sublease.
- B. Pier 1 leases the Lot from the City of San Diego ("Landlord") pursuant to a Lease Agreement dated effective November 1, 1990 and filed on July 31, 1992 as Doc. No. RR-280329 with the Office of the City Clerk of San Diego, California.
- C. The term of the Sublease expires on October 31, 2000.
- D. Pier 1 and Subtenant desire to amend the Sublease in order to (a) extend the term of the Sublease, (b) redefine the Lot and (c) modify other provisions of the Sublease.

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 Subtenant hereby agree:

- 1. Recitals and Definitions. Pier 1 and Subtenant incorporate the above recitals into this Amendment and affirm such recitals are true and correct. All terms used in this Amendment, unless specifically defined herein, have the same meanings attributed to them in the Sublease.
- 2. No Further Amendments. Except as amended by this Amendment, the Sublease remains unchanged and in full force. If there is any conflict between the provisions of the Sublease and the provisions of this Amendment, this Amendment controls.
- 3. Effective Date. This Amendment is contingent upon Landlord's written consent and is effective as of the date of Landlord's execution of a Consent to Amendment to Sublease.

4. Joinder and Authority. Subtenant represents and warrants to Pier 1 no joinder or approval of another person or entity, other than Landlord, is required with respect to Subtenant's authority to enter into and execute this Amendment.
5. Construction. Pier 1 and Subtenant 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 Sublease, this Amendment or any exhibits, attachments and addenda to the Sublease and/or this Amendment.
6. Exhibits. All exhibits, attachments and addenda referred to herein are considered a part hereof for all purposes with the same effect as if copied at verbatim herein. The exhibits, attachments and addenda attached hereto are:

Exhibit A- Site Plan

7. Term of Sublease. The term of the Sublease is extended for an additional five (5) years commencing on November 1, 2000 and expiring on October 31, 2005 ("Extended Term").
8. Option to Extend. Subtenant may renew the term of the Sublease for a period of three (3) years and nine (9) months commencing on November 1, 2005 and expiring on July 31, 2009 ("Renewal Term"). If Subtenant elects to exercise its option, it must do so by giving Pier 1 written notice on or before May 1, 2004.
9. Fixed Rent. Fixed Rent for the Extended Term is:

<u>Period</u>	<u>Annual Fixed Rent</u>	<u>Monthly Installment</u>
11/1/00 – 10/31/01	\$21,600.00	\$1800.00
11/1/01 – 10/31/02	\$22,800.00	\$1900.00
11/1/02 – 10/31/03	\$24,000.00	\$2000.00
11/1/03 – 10/31/04	\$25,200.00	\$2100.00
11/1/04 – 10/31/05	\$26,400.00	\$2200.00

Fixed Rent for the Renewal Term will be at fair market value determined as follows:

"Fair market value" for the Renewal Term will be based upon the then prevailing fair market rental rates which will be negotiated and agreed upon between Pier 1 and Subtenant within ninety (90) days of Pier 1's receipt of Subtenant's written notice exercising such option. In the event the parties cannot agree in writing on an acceptable fair market value within such ninety (90) day period, such option notice will be deemed void, and the Sublease will expire on October 31, 2005.

10. Definition of Lot. The Lot as defined in Section 2 of the Sublease is redefined to include only the approximately 14,268 square feet cross-hatched on the site plan attached hereto as **Exhibit A.**

WITNESS OR ATTEST:

Abbey Fg

Date: 8/23/00

Abbey Fg

Date: 8/23/00

WITNESS OR ATTEST:

Robert Mullins

Date: August 17, 2000

SUBTENANT:

William Kenton

William Kenton

Edythe Kenton

Edythe Kenton

PIER 1:

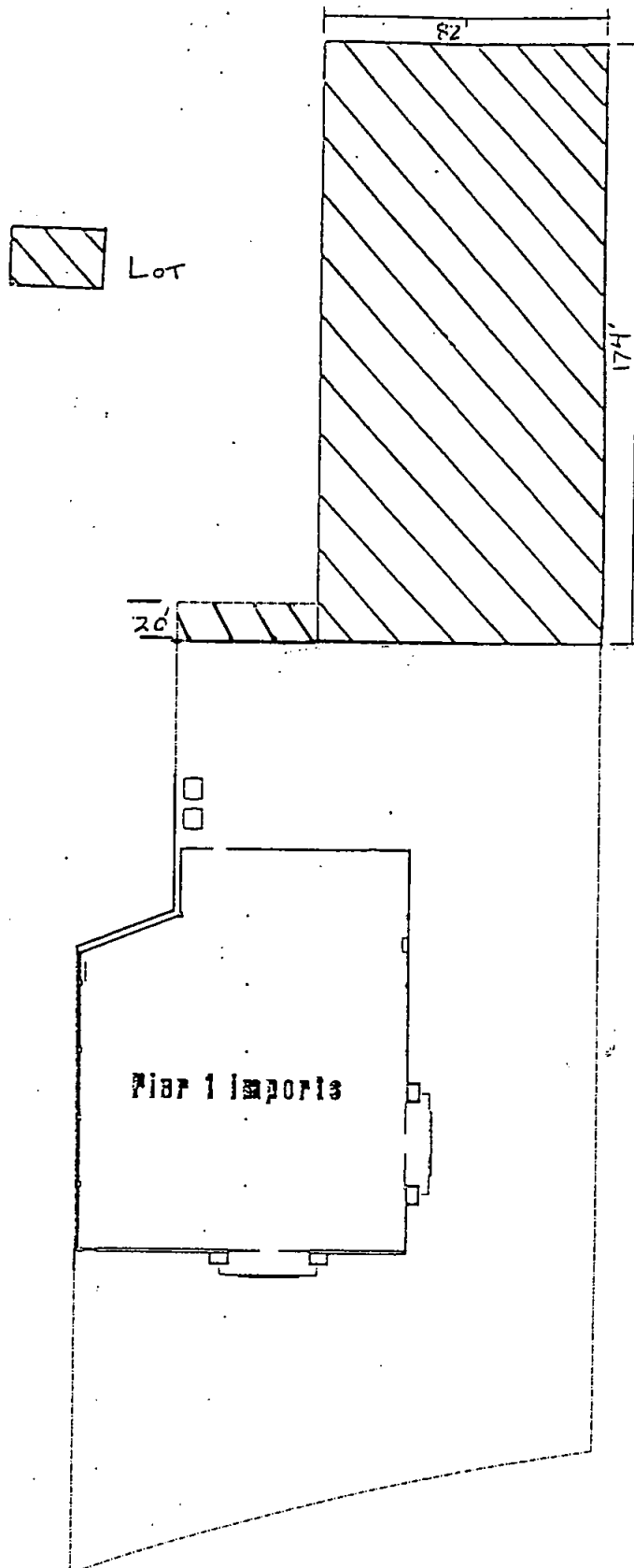
Pier 1 Imports (U.S.), Inc.,
a Delaware corporation

By: J. Rodney Lawrence

J. Rodney Lawrence,
Senior Vice President

EXHIBIT A

SITE PLAN



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CONSENT TO SUBLEASE

The City of San Diego (hereinafter referred to as "CITY") under that certain Lease Agreement dated effective November 1, 1990 (the "Lease"), and filed on July 13, 1992 as Doc. No. RR-280329 with the Office of the City Clerk of San Diego with Pier 1 Imports (U.S.), Inc., consents to that Parking Sublease Agreement (the "Sublease") between Pier 1 Imports (U.S.), Inc. (hereinafter referred to as "SUBLESSOR") and William Kenton and Edythe Kenton (hereinafter collectively referred to as "SUBLESSEE"). Said ^{Lease} ~~Lease~~ shall be subordinate to the Lease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Agreement to ~~sublease~~ ^{sublease} shall control and supersede any inconsistent or contrary provisions in the Sublease. The CITY is not bound by any term or condition in the Sublease which in any way conflicts with or is additional to the provisions of the Lease. *M*

This consent is subject to the following conditions:

1. Assignment and Subleasing. SUBLESSEE shall not assign the Sublease or sublet the premises or any part thereof without the prior written consent of SUBLESSOR and CITY. An assignment by operation of law shall automatically terminate the Land Lease.

2. Hold Harmless. SUBLESSEE shall assume the defense of, indemnify and save harmless SUBLESSOR and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the subleased premises or from any act or omission of SUBLESSEE, his agents and invitees.

4. Insurance. SUBLESSEE shall be insured by an insurance carrier acceptable to the SUBLESSOR and CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be One Million Dollars (\$1,000,000.00) combined single limit liability in an occurrence form. A copy of the policy of insurance shall be filed with CITY and SUBLESSOR and shall name "The City of San Diego" and SUBLESSOR as additional insureds. Said policy shall specify that the policy may not be terminated, altered or cancelled without thirty (30) days prior written notice to CITY and SUBLESSOR by the insurance company.

4. Legal Proceedings. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the Sublease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.

Dated: August 22, 1994

THE CITY OF SAN DIEGO

By: May Jimi Ufomba
Its: Supervising Property Agent
for the City Mgr.

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

Dated: July 22, 1994

By: DM Weather
Its: Sr Vice President

APPROVED AS TO FORM:

Dated: 8/29/94

By: W. Stelich
Deputy

WILLIAM KENTON
EDYTHE KENTON

Dated: 7/8/94

By: [Signature]
William Kenton

Dated: 7/8/94

By: [Signature]
Edythe Kenton

PARKING SUBLEASE AGREEMENT

This Parking Sublease Agreement (the "Agreement") is entered into by and between Pier 1 Imports (U.S.), Inc., a Delaware corporation ("Pier 1") and William Kenton and Edith Kenton (collectively the "Subtenant").

W I T N E S S E T H:**1. PRIME LEASE**

Reference is made to that certain Lease Agreement dated effective November 1, 1990 (the "Prime Lease"), and filed on July 31, 1992, as Doc. No. RR-280329 with the Office of the City Clerk of San Diego, California, executed by and between the City of San Diego ("LANDLORD") and Pier 1 Imports (U.S.), Inc. ("TENANT").

2. SUBLEASED PREMISES

In consideration of the mutual covenants and agreements set forth herein, Pier 1 hereby subleases to Subtenant and Subtenant hereby subleases from Pier 1, for the rental and on the terms and conditions hereinafter set forth, a portion of a parking lot containing approximately 27,144 square feet (the "Lot") adjacent to a building commonly known as Pier 1 Imports situated at 3220 Sports Arena Blvd., City of San Diego, San Diego County, California, and as shown on the site plan attached hereto as Exhibit A. Said Lot being a portion of the premises leased under the Prime Lease.

3. TERM

The term of this Sublease shall commence on July 31, 1994 and shall continue until October 31, 2000.

4. RENTAL

During the term of this Sublease, Subtenant shall pay to Pier 1 fixed rent (the "Fixed Rent") in the amounts set forth below. Fixed Rent shall be payable in advance on the first day of each calendar month in equal monthly installments.

PERIOD**RENT**

7/31/94 to 7/30/97

\$8820/year

7/31/97 to 10/31/00

\$9702/year

5. COMPLIANCE WITH RULES, REGULATIONS

Subtenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirement of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the Lot.

6. REMEDIES UPON DEFAULT

If Subtenant shall default under this Sublease, Pier 1 shall have the right to cancel this Sublease on ten (10) days' written notice, unless within such ten (10) day period, Subtenant cures such default. If Subtenant defaults with respect to the same term or condition under this Sublease more than three (3) times during any twelve (12) month period, and Pier 1 notifies Subtenant thereof promptly after each such default, the next default of such term or condition during the succeeding twelve (12) month period, shall, at Pier 1's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Pier 1 at law or equity, or provided under this Sublease.

7. INSURANCE

Subtenant shall be insured by an insurance carrier acceptable to Pier 1 and Landlord against loss from public liability arising from the use and condition or operation conducted on the Lot. Minimum coverage shall be One Million Dollars (\$1,000,000.00) combined single limit liability in an occurrence form. A certificate of insurance shall be filed with the Landlord and Pier 1 and shall name Landlord and Pier 1 as additional insureds. Said certificate shall specify that the policy may not be terminated, altered or cancelled without thirty (30) days prior written notice to Landlord and Pier 1 by the insurance company.

8. INDEMNITY

Subtenant agrees to indemnify and hold Pier 1 harmless from and against any cost, claim, liability, charge, cause of action or expense, including attorneys' fees, disbursements and court costs (collectively "Claims") resulting from or arising out of the use of or entrance upon the parking area or other property owned by Pier 1 by Subtenant's patrons, employees, visitors, contractors, invitees or other person affiliated with Subtenant, directly or indirectly, including Claims which may arise because of Pier 1's concurrent, comparative or sole negligence. This indemnity given to Pier 1 shall be binding upon Subtenant and Subtenant's successors and assigns and shall inure to the benefit of Pier 1 and its successors and assigns.

9. TERMINATION RIGHT

Upon thirty (30) days prior written notice, Pier 1 shall have the right to require Subtenant to open the gate dividing the Lot from Pier 1's leased premises. Then Pier 1 may terminate this Sublease upon giving Subtenant two hundred ten (210) days written notice of such termination.

10. NOTICES

Each notice required or permitted to be given hereunder by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Sublease and the same shall be given and shall be deemed to have been delivered, served and given if delivered in person or placed in the United States Postal Service, postage prepaid, by United States registered or certified mail, addressed to such party at the address set forth on the signature page hereof.

11. MISCELLANEOUS

A. This Sublease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas. If the rights of the Subtenant hereunder are owned by two or more parties or two or more parties are designated herein as Subtenant, then all such parties shall be jointly and severally liable for the obligations of Subtenant hereunder, and any notice required or permitted by the terms of this Sublease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof.

B. Time is of the essence.

C. This Sublease shall be binding upon and inure to the benefit of Pier 1, its successors and assigns, and shall be binding upon and inure to the benefit of Subtenant, its successors, and, to the extent assignment may be approved by Pier 1, Subtenant's assigns.

D. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Subtenant agrees that in entering into and taking this Sublease, it relies solely upon the representations and agreements contained in this Sublease and no others. This Sublease, including the exhibits which are attached hereto and made a part hereof, constitute the whole agreement of the parties and shall in no way be conditioned, modified, or supplemented except by a written agreement executed by both parties.

12. CITY OF SAN DIEGO APPROVAL

This Agreement is contingent upon the LANDLORD'S prior written approval pursuant to paragraph 4.02 of the Prime Lease. This Agreement shall be effective upon the date of LANDLORD'S approval by execution of a Consent to Sublease.

IN WITNESS WHEREOF, this Sublease is hereby executed as of the date first above set forth.

WITNESSED:

Amil C. Evans

PIER 1:

Pier 1 Imports (U.S.), Inc., a Delaware corporation

By: [Signature]Its: Sr. V.P. Human Resource

ADDRESS:

WITNESSED:

Stacy Hardesty
12690 Jackson Hill Rd, Sp#33
21 Cajon, Ct 92020
WITNESSED:

Stacy Hardesty
12690 Jackson Hill Rd, Sp#33
21 Cajon, Ct 92020

Subtenant:

[Signature]
William Kenton

[Signature]
Edith Kenton

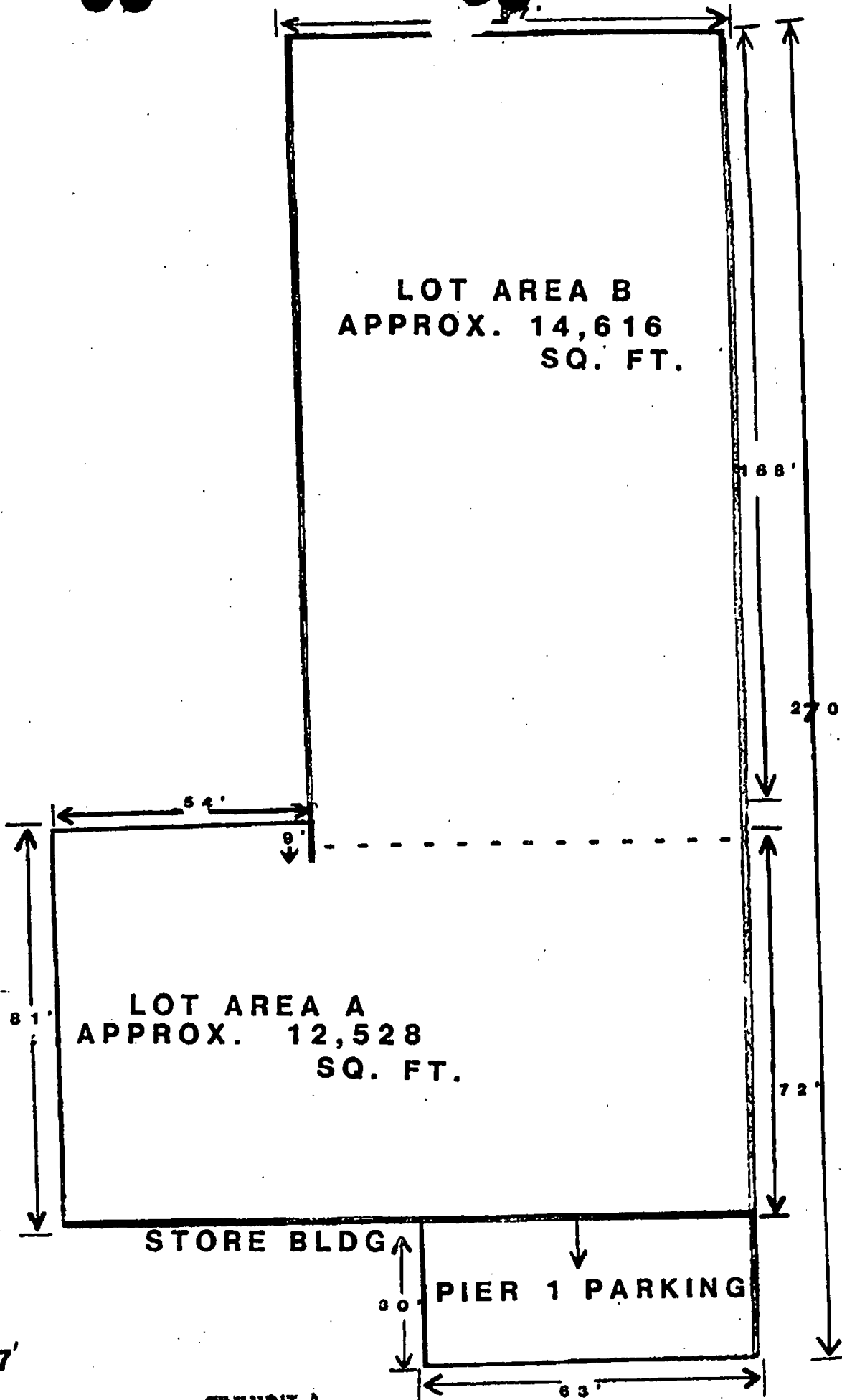
ADDRESS:

3235 Hancoch
S.D. Ca 92110

8-30-94 Up from legal = date in REMS

KURIZ : ● ● ET

NORTH
↑



SCALE: 1/4" = 7'

EXHIBIT A

CONSENT TO REAL ESTATE LEASE

The City of San Diego, as successor-in-interest to Union-Breitbard Joint Venture, (hereinafter referred to as "CITY") under that certain Agreement to Sublease dated August 1, 1968 with Pier 1 Imports (U.S.), Inc., as successor-in-interest to Pier 1 Imports Employees Savings Trust, consents to that Real Estate Lease between Pier 1 Imports (U.S.), Inc., (hereinafter referred to as "SUBLESSOR") and Patrick Media Group, Inc., (hereinafter referred to as "SUBLESSEE") dated April 20, 1989. Said Real Estate Lease shall be subordinate to the Agreement to Sublease in all respects. The CITY is merely approving the SUBLESSEE and the proposed use, and all terms and conditions of the Agreement to Sublease shall control and supersede any inconsistent or contrary provisions in the Real Estate Lease which in any way conflicts with or is additional to the provisions of the Agreement to Sublease.

This consent is subject to the following conditions:

1. Assignment and Subleasing. SUBLESSEE shall not assign the Real Estate Lease or sublet the premises or any part thereof without the prior written consent of SUBLESSOR and CITY. An assignment by operation of law shall automatically terminate the Real Estate Lease.
2. Hold Harmless. SUBLESSEE shall assume the defense of, indemnify and save harmless SUBLESSOR and CITY from all claims, expenses and liability of every nature, directly or indirectly arising from, or alleged to have arisen from the operations conducted on the subleased premises or from any act or omission of SUBLESSEE, his agents and invitees.
3. Insurance. SUBLESSEE shall be insured by an insurance carrier acceptable to the SUBLESSOR and CITY against loss from public liability arising from the use or condition of or operation conducted on the subleased premises. Minimum coverage shall be \$1 million COMBINED SINGLE LIMIT LIABILITY in an occurrence claims form. A copy of the policy of insurance shall be filed with CITY and shall name "THE CITY OF SAN DIEGO" and SUBLESSOR as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without 30 days prior written notice to CITY by the insurance company.
4. Legal Proceedings. Should it become necessary for SUBLESSOR or CITY to commence legal proceedings to collect rent, to recover possession or enforce any other provision of the Real Estate Lease, SUBLESSEE agrees to pay all legal costs in connection therewith, including a reasonable sum as attorney's fees.
5. Compliance with Law. SUBLESSEE shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statues, ordinances and regulations of the City, County, State and Federal governments at SUBLESSEE'S sole cost and expense. In addition, SUBLESSEE shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance or regulation.

THE CITY OF SAN DIEGO

Dated 5-29-92

By 
Supervising Property Agent
for the City Manager

APPROVED AS TO FORM:

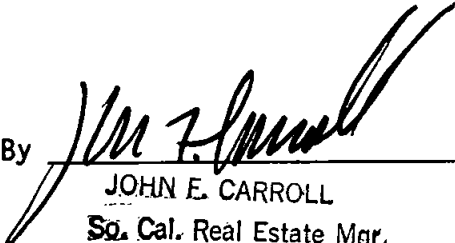
JOHN W. WITT, City Attorney

Dated 6/5/92

By 
Deputy

PATRICK MEDIA GROUP, INC.

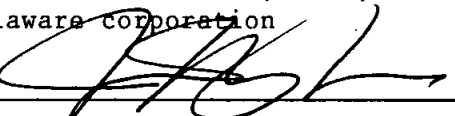
Dated 7/6/92

By 
JOHN E. CARROLL
So. Cal. Real Estate Mgr.

MLM:sb(1)
5-28-92

Dated: 6/30/92

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

By: 
Its: VP OPERATIONS

REAL ESTATE LEASE

Date: April 20, 1989

Lease # 43572

1. The undersigned, as Lessor, hereby leases and grants exclusively to PATRICK MEDIA GROUP, INC., (hereinafter called Lessee) the property (with free access to and upon same) described as Sports Arena Boulevard Eastside in the County of San Diego, State of California, and as further described on the attached Exhibit "A," commencing on September 1, 1989, for the purpose of erecting and maintaining advertising signs thereon, including supporting structures, illumination facilities and connections, service ladders and other appurtenances thereon.
2. Lessee shall pay Lessor the rental of [REDACTED] ^{8,100.00} per year payable in monthly installments beginning September 1, 1989.
3. Lessor warrants that Lessor is the subleasehold owner of the above-described real estate and its interest in the real estate as well as this Lease are subject and subordinate to a Ground Lease of the property by and between the City of San Diego and San Diego Arena Lease Company dated August 10, 1965 and a Sublease Agreement by and between San Diego Arena Lease Company and Union Oil Company of California, a corporation and Robert Breitbard, an individual dated August 10, 1967; and, subject to such Ground Lease and Sublease the Lessee shall have the right to make any necessary applications with, and obtain permits from governmental bodies for the construction and maintenance of Lessee's signs, at the sole discretion of Lessee. All such permits shall always remain at the property of Lessee.
4. Lessee shall indemnify and save the Lessor harmless from all damage to persons and property by reasons of accidents resulting from any act or omission of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.
5. This agreement is a Lease (not a License) and all signs, structures and improvements placed on the premises by or for the Lessee shall remain the property of Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, and provided further that such removal shall not interfere in Lessor's business or with its premises, Lessee shall have the right to remove the same at any time during the term of the Lease, or within thirty (30) days of the expiration of the Lease and the property shall be returned to Lessor undamaged and any repairs or restoration required shall be the responsibility of Lessee.
6. The term of the Lease will be for Three (3) years commencing on the date set forth above. This Lease shall continue in full force and effect for its term and thereafter for month to month like terms unless terminated at the end of such term or any successive like term upon written notice by the Lessor or Lessee served not less than ninety (90) days before the end of such term or subsequent like term.
7. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, this Lease shall terminate with no further obligation on the part of either party to the other. Any condemnation award specifically for Lessee's property shall accrue to Lessee.

8. In the event that (a) the premises cannot be used for the maintenance of Lessee's signs thereon; (b) the view of Lessee's signs are substantially obstructed or substantially impaired in any way by any object or growth on any neighboring property owned or controlled by Lessor; (c) the Lessee is unable to obtain any necessary permit for the maintenance of such sign(s); (d) the Lessee be prevented by law from maintaining on the premises such sign(s) then the rent shall be equitably adjusted or either party may terminate this Lease upon the giving of thirty (30) days' notice in writing to the other. Lessor agrees thereupon to return to the Lessee any rent paid in advance for the unexpired term.
9. This Lease shall constitute the sole agreement of the parties relating to the premises. Neither party will be bound by any terms, oral or written, not set forth specifically in this Lease. This Lease is binding upon and inures to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.
10. All rents to be paid pursuant to the Lease, and all notices are to be forwarded to the undersigned Lessor at the address noted below the Lessor's signature.

EXECUTED by the Lessor in the presence of Jean Keeton
who is requested to sign as witness.

Witness:

Jean Keeton

LESSOR:

Pier 1 Imports (U.S.), Inc.

By:

Rodney Lawrence

Title:

Vice President

Address:

301 Commerce Street, Ste. 600
Fort Worth, TX 76102

ACCEPTED:

Patrick Media Group, Inc.

By:

DAV...

Title:

SCALIF RE MGR

43512

Property Description

Pier One Lease

San Diego Property

That portion of Pueblo Lot 337 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe recorded in the office of the County Recorder of said county as Miscellaneous Map No. 36, described as follows:

Beginning at a point in the southeasterly line of said lot distant South $35^{\circ} 56' 45''$ West along said line 7.00 feet from the Northeast corner of said lot, said point being also a point in the southwesterly line of Kurtz Street as said street was widened to 57.00 feet by Ordinance No. 7527 passed and adopted by said City of San Diego July 25, 1957; thence along said southwesterly line North $53^{\circ} 58' 40''$ West 80.00 feet; thence leaving said southwesterly line South $35^{\circ} 56' 45''$ West 147.28 feet; thence North $54^{\circ} 03' 15''$ West 50.00 feet; thence South $35^{\circ} 56' 45''$ West 93.60 feet; thence North $75^{\circ} 04' 35''$ West 30.00 feet; thence South $35^{\circ} 56' 45''$ West 162.63 feet to a point in that certain curve in the northeasterly line of Frontier Street, 115.00 feet wide, having a radius of 1019.93 feet and being concave northeasterly, a radial line of said curve through said point bears North $18^{\circ} 04' 01''$ East; thence southeasterly along said curve through a central angle of $9^{\circ} 07' 51''$ an arc distance of 152.51 feet to the intersection of said curve with the southeasterly line of said lot, a radial line of said curve through said intersection bears North $27^{\circ} 11' 52''$ East; thence leaving said northeasterly line non-tangent to said curve along said southeasterly line North $35^{\circ} 56' 45''$ East 397.15 feet to the point of beginning; containing 1.173 acres, more or less.

EXHIBIT "A"

ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS that Pier 1 Imports-West, Inc., a Delaware corporation (the "Assignor") for good and valuable consideration paid by Pier 1 Imports (U.S.), Inc., a Delaware corporation (the "Assignee"), the receipt of which is hereby acknowledged by the Assignor, does hereby sell, assign, transfer and set over unto the Assignee, the successors and assigns, all rights, title and interest of the Assignor, as lessee, tenant, sublessee or subtenant, in, to and under any and all leases or subleases of space for property wherever located, including, without limitation, the leases or subleases referred to in Exhibit "A" attached hereto and by reference made a part hereof (the leases and subleases assigned hereby being collectively referred to as the "Leases"). The Assignee hereby agrees to and does accept this assignment of leases and in addition expressly assumes and agrees to keep, perform and fulfill all the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by the Assignor as the lessee, tenant, sublessee or subtenant under the Leases, including the making of all payments due to or payable on behalf of the lessors, landlords, sublessors or sublandlords under the Leases when due and payable.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the date hereof for the remainder of the terms of the Leases, including any renewals thereof, subject, however, to all of the covenants, agreements, terms, provisions and conditions contained in the Leases.

This Assignment shall be binding on and inured to the benefit of Assignor and Assignee, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 3rd day of April, 1989.

ATTEST:

By:

J. Rodney Lawrence
Secretary

ASSIGNOR:

PIER 1 IMPORTS-WEST, INC.

By:

Thomas A. Christopher
Thomas A. Christopher
Senior Vice President

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Thomas A. Christopher, Senior Vice President of Pier 1 Imports-West, Inc., a Delaware corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 3rd day of April, 1989.

Beverly A. Ferguson
Notary Public in and for
The State of Texas

My commission expires: 4-10-90

ATTEST:

By:

J. Rodney Lawrence
J. Rodney Lawrence
Secretary

ASSIGNEE:

PIER 1 IMPORTS (U.S.), INC.

By:

Thomas A. Christopher
Thomas A. Christopher
Executive Vice President

STATE OF TEXAS

COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared Thomas A. Christopher, Executive Vice President of Pier 1 Imports (U.S.), Inc., a Delaware Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 3rd day of

April, 1989.

Beverly A. Ferguson
Notary Public in and for
The State of Texas

My commission expires: 4-10-90

Store No.Sublease

- 119 Sublease by and between Pier 1 Imports - West, Inc. (Sublessor) and Patrick Media Group, Inc. (Sublessee) of premises at 3220 Sports Arena Blvd. Eastside, 730' North of Rosecrans 162', San Diego, California.
- 119 Sublease by and between Pier 1 Imports - West, Inc. (Sublessor) and William and Edith Kenton (Sublessee) of premises at 3220 Sports Arena Blvd. directly opposite 3280 Kurtz Street, San Diego, California.
- 123 Sublease by and between Pier 1 Imports - West, Inc., Successor to Pier 1 Imports of California, Inc. (Sublessor) and Guy and Barbara Winton, Husband and Wife, (Sublessee) of premises at 1735-A Hancock Street, San Diego, California.
- 177 Sublease by and between Pier 1 Imports - West, Inc. (Sublessor) and Foothill Scripture House, Inc. (Sublessee) of premises at 6876 65th Street, Sacramento, California.
- 286 Sublease by and between Pier 1 Imports - West, Inc. (Sublessor) and Rainbow Music, Inc. d/b/a Rainbow Records (Sublessee) of premises at 25 Stanyon Street, San Francisco, California.
- 436 Sublease by and between Pier 1 Imports - West, Inc. (Sublessor) and Sun Valley Waterbeds, Inc. (Sublessee) of premises at 2555 "C" Vista Way, Oceanside, California.