

This Subordination Agreement shall be self-operative and no further instrument or certificate of subordination shall be required from LESSEE. LESSEE further agrees to execute such further reasonable instruments as may be required by LESSOR's lender to evidence such subordination.

24. NOTICES. Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States Certified Mail, Return Receipt Requested, postage fully prepaid to the addresses set forth hereinafter, or to such other address as either party may designate in writing and deliver as herein provided.

LESSOR: VALLEY DISTRIBUTORS, INC.
Corner of Washington and Stratton
Logan, West Virginia

LESSEE: THE SOUTHLAND CORPORATION, Director of Property
2828 North Haskell Avenue
Dallas, Texas 75204

25. RECORDATION. This Lease may be filed for public record by any party hereto. LESSOR and LESSEE shall execute and acknowledge a memorandum or short form lease setting forth the parties, description of the Leased Premises, primary term of this Lease, options for extension of the primary term and any other provisions hereof the inclusion of which shall be mutually agreed upon by LESSOR and LESSEE, which memorandum or short form lease may be filed for public record.

26. COMPLETE AGREEMENT. This Lease contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

27. SURRENDER OF LEASED PREMISES. LESSEE covenants and agrees that at the termination of this Lease, in whatever manner said termination occurs, it will promptly surrender and deliver the Leased Premises to LESSOR in the same condition as when received, broom clean, ordinary wear and tear expected. LESSEE shall repair any damage to the Leased Premises occasioned by removal of its trade fixtures, furnishings and equipment.

28. INTEREST ON DEFAULT. If default be made in the payment of any installment of rent, such installment shall bear interest at the rate of 10 % per annum from maturity until paid. In like manner, all other monies which may become due to LESSOR from LESSEE under the terms hereof shall bear interest at the rate of 10 % per annum from the due date until paid.

29. NO WAIVER OF DEFAULT. No acceptance of rent or delay in enforcing any obligation shall be construed as a waiver of any default then, theretofore, or thereafter existing in the performance of any other obligation undertaken by LESSOR or LESSEE. No forfeiture of this Lease shall release LESSOR or LESSEE from responsibility or liability for rents theretofore due and unpaid or from the performance of any of the covenants, agreements or stipulations herein undertaken to be kept and performed.