

Seller will benefit by receiving extra time in which to vacate the Property. Seller's occupancy of the Property will be on the following terms and conditions:

9.1. Term.

9.1.1. This occupancy period ("**Occupancy Period**") shall commence on the Closing, when the Warranty Deed is recorded (the "Commencement Date"), and shall terminate (the "Vacate Date") upon the earlier of (i) the date Seller elects to permanently vacate the Property or (ii) one year after the Commencement Date, and there shall be no extension of the term stated in this Agreement unless agreed to in writing by Buyer and Seller.

9.1.2. Seller shall vacate the Property by the Vacate Date, and shall leave the Property in a good and clean condition, and shall return the keys to the Property to Buyer by hand delivery to a Buyer representative or at the address below. The Occupancy Period shall terminate upon the earlier of (i) the date of vacation or (ii) the Expiration Date, and there shall be no extension of the term stated in this Agreement.

9.2. No Rent. Seller's agreement to occupy the Property according to the terms and conditions of this Agreement constitutes additional consideration for this Agreement, and no rent shall be due during the Occupancy Period.

9.3. Use of Property. The Property may be used only for a bowling alley and related purposes, and no other purpose, and Seller shall comply with all applicable laws, rules, and regulations affecting its business.

9.4. No Assignment or Sublease. Seller shall not rent, assign, subordinate, or sublease the Property.

9.5. No Liens. Seller shall keep the Property free and clear of any and all liens, claims, and encumbrances of any type whatsoever.

9.6. Utilities. Seller is responsible for all utility costs (including water, electricity, sewer, gas, television cable, and telephone) associated with occupancy of the Property.

9.7. "As Is" Condition. Seller understands, agrees to, and accepts the Property and the fixtures therein in "as is" condition without warranty of any sort or nature. Seller further acknowledges that Buyer is not responsible for the replacement of any appliances included with the Property should any of said appliances fail or require repairs. Buyer