

thereto or the taking thereof by eminent domain if the same is required under the terms and provisions of the Ground Lease, the Bank Lease, the Permanent Loan, or the Tenant Leases, or the same is authorized in writing by Owner, and using all of the available insurance proceeds or the net amount of the condemnation award, as the case may be, in connection therewith; provided, however, that in no event shall Company be obligated to advance any funds for the purpose of such repair or restoration, or otherwise incur any debt or liability in connection therewith;

(t) Taking such action as from time to time Company deems advisable for the efficient and economic management and operation of the Building, including, without limitation, the making of temporary investments of Gross Revenues and funds of Owner advanced to Company for payment of Operating Expenses which are not immediately necessary to pay Operating Expenses, such investments to be in accordance with the provisions of the Agreement;

(u) Making application for and receiving disbursements under the Construction Loan and the Permanent Loan;

(v) Doing and performing any and all other things in or about the Property and the Building pertaining to the development, management, maintenance or operation thereof customarily performed by managing agents of first-class office buildings;

(w) Paying, out of Owner's funds, all Debt Service Payments and all rentals and other sums payable under the Ground Lease and taking all action on behalf of Owner as may be necessary to comply with the Permanent Loan and the terms and provisions of the Ground Lease, the Bank Lease and any Tenant Lease; and

(x) Upon the termination of the Agreement, delivering to Owner all books, records, insurance policies, contracts,