

from the said bank account(s).

Section 4.02 Investment of Owner's Funds. At any time there are in the bank account(s) described in Section 4.01 funds temporarily exceeding the immediate cash needs for management of the Property under the Agreement, Company shall cause such excess funds or such portion thereof as Company deems appropriate to be invested in such savings accounts, certificates of deposit, or the like, of the bank or banks where the said bank account(s) are maintained as shall maximize the interest return on such excess funds, consistent with Company's need to be able to liquidate such investments to meet cash needs under the Agreement. Notwithstanding the foregoing, Owner shall at any time have the right to direct that any such excess funds be invested otherwise than with said bank(s).

ARTICLE V

MANAGEMENT DUTIES

Section 5.01 Management Duties. Pursuant to the Agreement, Owner delegates to Company the right and authority during the term thereof, and Company, pursuant to the Agreement, agrees during such term, to act as the exclusive manager of the Property. In such capacity, Company shall in good faith use its best efforts to maximize Net Operating Income from the Property while performing and providing on behalf of Owner and at Owner's expense all acts and things necessary or appropriate for the rental, management and operation of the Property as a first-class institutional office building. Company's management functions under the Agreement shall include, without limitation, the following:

- (a) Employing at the expense of Owner all on-site personnel reasonably required for the efficient administration and maintenance of the Property. Such personnel shall at all times and for all purposes be the employees of Company and not of Owner; provided, however, that the wages and salaries and benefits of such personnel shall be paid by Owner;