

not include (i) the Incentive Management Fee, (ii) the management fees paid to third party managers or leasing agents, including the fees payable under the Property Management Agreement, and (iii) any capital costs of Owner, determined to be such in accordance with generally accepted accounting principles.

Section 1.18 "Operating Income" means the amount, if any, by which Gross Revenues exceed Operating Expenses.

Section 1.19 "Owner" refers to Greenville Office Associates, Ltd.

Section 1.20 "Owner's Cost" means the aggregate cash amount actually invested by Owner from sources unrelated to the Property in (i) the acquisition and development of the Property pursuant to the Purchase Agreement, (ii) the operation, maintenance and any improvements of the Property pursuant to the Agreement (including any amounts voluntarily invested by Owner pursuant to Section 3.02 thereof) and (iii) Owner's Preferred Return Deficit; less all amounts received by Owner in reduction of such aggregate amount pursuant to Section 7.04 thereof. Owner's Cost does not include sums advanced by the Construction Lender or Permanent Lender or any accountant's or attorney's fees or brokerage or consultant's fees or commissions paid by Owner in connection with the operations of Owner or the acquisition of the Property. In any year in which the Owner's Preferred Return which Owner is entitled to be paid is not paid when due with respect to the prior calendar year, the resulting Owner's Preferred Return Deficit shall be deemed to have been outstanding as a part of Owner's Cost from January 1 of the year following the said calendar year to which said Owner's Preferred Return relates.

Section 1.21 "Owner's Preferred Return" means the dollar amount described and defined in Section 1.21 of the Agreement.

Section 1.22 "Owner's Preferred Return Deficit" means the aggregate dollar amount of Owner's Preferred Return which Owner is entitled to receive but has not received.