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PROFIT REMITTANCE AGREEMENT

\$ 26.00

This instrument is a profit remittance agreement ("Agreement") dated the 20th day of January, 1989, by and between Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Linpro") and Cinestage, Inc., an Illinois corporation, c/o N. Rubin & Co., P.C. ("Cinestage").

W I T N E S S E T H:

WHEREAS, Linpro Illinois Admin Limited Partnership has assigned to Linpro all of its right, title and interest in and to that certain real estate contract dated June 9, 1988, by and between Linpro Illinois Admin Limited Partnership and Cinestage ("Contract"), whereby Cinestage has agreed to sell and Linpro Illinois Admin Limited Partnership has agreed to purchase, all under the terms and conditions of the Contract, that certain real estate in the City of Chicago, Cook County, Illinois described on Exhibit A attached hereto and made a part hereof together with all

This document was prepared by and after recording should be returned to:

Virginia L. Aronson
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

COOK COUNTY, ILLINOIS
FILED FOR RECORD

Box 229

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rights, privileges, easements and appurtenances thereto and improvements thereon, commonly known as 180 and 190 North Dearborn Street, Chicago, Illinois (the "Property"), and

WHEREAS, on January 10, 1989, Cinestage conveyed title to the Property to Linpro, and

WHEREAS, Linpro intends to donate the Property to the City of Chicago or some other entity ("Donation"); and

WHEREAS, in the event Linpro does not complete the Donation, but rather Linpro obtains a Profit (as hereinafter defined) from any conveyance of the Property within 24 months of the date first written above, Linpro agrees to remit such Profit to Cinestage; and

WHEREAS, in the event any successor owner of the Property ("Successor Owner") obtains a Profit from any conveyance of the Property within 24 months of the date first written above, such Profit shall be remitted to Cinestage;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, obligations and agreements contained herein, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Linpro

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and Cinestage hereby agree as follows:

1. If within 24 months of the date first written above, Linpro or any Successor Owner conveys the Property and obtains a Profit (as hereinafter defined) for such conveyance, Linpro or the Successor Owner shall remit such Profit to Cinestage. A conveyance shall not be deemed to include a lease (except as provided in paragraph 4 herein), sublease, mortgage or other financing arrangement, but rather is intended to mean a sale of the Property ("Conveyance").

2. "Profit" herein shall be calculated as follows:

Sales Price (as herein defined) obtained by
Linpro or the Successor Owner for the Conveyance

Less

\$3,500,000

Less

Improvement Costs (as herein defined)

Less

Broker's commissions (as herein defined) for the
Conveyance of the Property

Less

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Transfer Taxes (as herein defined) for the
Conveyance of the Property

Less

Closing Costs (as herein defined) for the
Property.

A. "Sales Price" herein means that price which is the full and actual consideration for the Property transferred, including the present value of any difference in interest rate of any purchase money financing in excess of the current market rate for financing of equivalent properties with equivalent loan to value ratios.

B. "Improvement Costs" herein means the aggregate of all costs of structural changes, additions, modifications and improvements made or caused to be made to the Property by Linpro and any Successor Owner.

C. "Broker's Commission" herein means the amount of money payable to a broker(s), on an arm's length basis who has (have) facilitated a conveyance of the Property.

D. "Transfer Taxes" herein means the amount of taxes incurred by the Seller of the Property in order to record the deed transferring interest in the Property.

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E. "Closing Costs" herein means all reasonable costs incurred in connection with the Conveyance of the Property, other than Broker's Commissions and Transfer Taxes. Such Closing Costs shall include, but not be limited to, survey expenses, attorney fees, and title charges.

3. Within 30 days after conveyance of the Property, Linpro or the Successor Owner, shall forward to Cinestage the closing statement for the transfer of the Property ("Closing Statement") and a copy of the sales contract. If the Sales Price reflected on the Closing Statement is three million five hundred thousand dollars (\$3,500,000) or less, Cinestage will not require a Profit calculation and shall assume that no positive Profit was obtained by the transfer of the Property. If the Sales Price reflected on such Closing Statement is in excess of three million five hundred thousand dollars (\$3,500,000), or the sales contract provides for Seller to provide purchase money financing, then concurrently with the closing, Linpro or the Successor Owner, as the case may be, shall forward to Cinestage a Profit calculation for the transfer. If such Profit calculation reveals a positive Profit, such profit shall be paid to Cinestage at the closing.

4. A lease which contains an option to purchase the Property, which option is exercised and closed within 24

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months of the date first written above ("Lease Conveyance") shall constitute a Conveyance. The Profit for a Lease Conveyance shall be calculated as follows:

Totality of the Consideration: (The purchase price the lessee under the Lease Conveyance must pay to purchase the Property ("Option Purchase Price") plus all base rent actually paid during the 24 month period after the date first above written or until the date the lessee closes its option to purchase the Property, whichever date is earlier)

Less

120% of the fair market value rental for similar property in a similar location for the same period of time for which base rent is payable under the Lease Conveyance during the 24 month period after the date first above written or until the date the lessee closes its option to purchase the Property, whichever date is earlier

Less:

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\$3,500,000

Less:

Improvement Costs

Less:

Broker's commissions owed for the Lease
Conveyance of the Property and owed upon the
closing of the option to purchase the
Property contained in the Lease Conveyance

Less:

Transfer Taxes for the Conveyance of the
Property

Less:

Closing Costs for the Conveyance of the
Property

The Profit on a Lease Conveyance, if any, shall be paid
to Cinestage at the closing.

5. For 24 months from the date first written

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above, this Agreement shall run with the Property and be enforceable in law or in equity. After such 24 month period, this Agreement shall no longer run with the land and shall automatically expire.

6. All notices, demands, or other communications required, permitted or desired to be served hereunder shall be in writing and shall be deemed to have been served when delivered in person or three (3) days after deposit in the United States mail, registered or certified mail, postage prepaid, addressed as follows:

If to Linpro: The Linpro Company
 111 West Washington Street
 Suite 1042
 Chicago Illinois 60602

And Linpro Chicago Land
 Limited Partnership
 200 Berwyn Park, Suite 200
 Berwyn, Pennsylvania 19312

With a copy to: Virginia L. Aronson
 Sidley & Austin
 One First National Plaza
 Chicago, Illinois 60603

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If to Cinestage: N. Rubin & Co., P.C.
215 Lexington Avenue
New York, New York 10016

With a copy to: Dennis S. Nudo
Nudo, Poteracki & Associates,
P.C.
1550 N. Northwest Highway
Suite 311
Park Ridge, Illinois 60068

Addresses for service of notice to any party may be changed by written notice served on the other parties at least ten (10) days prior to the effective date of such change.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If any provision of this Agreement, or the application thereof to any persons or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. The liability of Linpro hereunder shall be limited to the assets and property of the Partnership and in no event shall the parties comprising Partnership be personally or individually liable hereunder except to the extent of such party's interest as a partner in the assets and property of the Partnership. A deficit capital account shall not be deemed an asset or property of the Partnership.

9. No agreement shall be effective to add to,

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change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.


10. The parties covenant and agree that upon the request of either party hereto, they shall execute, deliver and record such documents as may be reasonably necessary or appropriate to reconfirm all of the covenants set forth in this Agreement, specifically including the release of this Agreement by Cinestage after 24 months of the date first above written.

IN WITNESS WHEREOF, Linpro and Cinestage have executed this Agreement as of the date first above written.

LINPRO CHICAGO LAND
LIMITED PARTNERSHIP

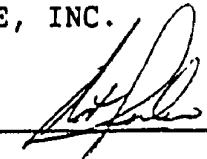
By: _____
Its: _____

ATTEST:



Secretary

CINESTAGE, INC.

By: 
Its: _____

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PROPERTY

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IN WITNESS WHEREOF, Linpro and Cinestage have executed this Agreement as of the date first above written.

LINPRO CHICAGO LAND LIMITED PARTNERSHIP, an Illinois limited partnership

By: LINPRO CHICAGO PROPERTY I LIMITED PARTNERSHIP, an Illinois limited partnership

By: [Signature] _____
By: [Signature] _____

ATTEST:

CINESTAGE, INC.

Secretary

By: _____
Its: _____

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IN WITNESS WHEREOF, Linpro and Cinestage have executed this Agreement as of the date first above written.

LINPRO CHICAGO LAND LIMITED PARTNERSHIP, an Illinois limited partnership

By: LINPRO CHICAGO PROPERTY I LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____

By: *[Signature]* _____

ATTEST:

CINESTAGE, INC.

Secretary

By: _____
Its: _____

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STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public and for the County and State aforesaid, DO HEREBY CERTIFY THAT Nat Rubin, personally known to me to be the President of Cinestage, Inc., and Chen Sam, personally known to me to be the Secretary, of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary of said corporation, they signed and delivered the said instrument and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20 day of January, 1989.

Darlene A. Bains
My Commission Expires 2/28/89

DARLENE A. BAINS
NOTARY PUBLIC, State of New York
No. 41-4767183
Qualified in Queens County
Commission Expires Feb. 28, 1989

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STATE OF PENNSYLVANIA SS.
COUNTY OF CHESTER

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT ERIC EICHLER, personally known to me to be a general partner of Linpro Chicago Property I Limited Partnership, an Illinois limited partnership, the general partner of Linpro Chicago Land Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner of said limited partnership, he signed and delivered the said instrument pursuant to authority given by the limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20th day of JANUARY, 1989.

Mary B C. Engelman
My Commission Expires _____

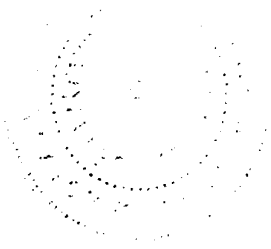
NOTARIAL SEAL
Mary B C. Engelman, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires May 8, 1989

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STATE OF New Jersey
COUNTY OF Burlington SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Jay H. (Wagner), personally known to me to be a general partner of Linpro Chicago Property I Limited Partnership, an Illinois limited partnership, the general partner of Linpro Chicago Land Limited Partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such general partner of said limited partnership, he signed and delivered the said instrument pursuant to authority given by the limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 23 day of January, 1989.

Christine F. Wagner
My Commission Expires _____

CHRISTINE F. WAGNER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 6, 1989

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EXHIBIT A

All that property and space below a horizontal plane having an elevation of 123.89 feet, Chicago City Datum, and lying within the boundaries projected vertically of the following described parcel of land, to wit:

Lot 1 and the East Quarter of Lot 2 in Block 35 in the original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 17 09 436 010 0000
17 09 436 011 0000

*1804 190 North Dearborn
Chicago Illinois*

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