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11/10/98 4:29 PM 17.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
5600 WW LLC
1132 S 500 W
SLC UT 84101
REC BY: N ZELAYA DEPUTY - WI

When Recorded, Return to:
5600 West, L.L.C.
1132 South 500 West
Salt Lake City, Utah 84101
Attention: Douglas K. Anderson

RESTRICTIVE COVENANT

This Restrictive Covenant (this "Restrictive Covenant") is executed this 5th day of November, 1998 by 5600 WEST, L.L.C., a Utah limited liability company ("Owner").

RECITALS

A. Owner is the developer of Legacy Industrial Park, an industrial subdivision located in Salt Lake City, Salt Lake County, State of Utah, consisting of that certain real property (the "Property") described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Owner desires to subject the Property to a perpetual restrictive covenant, which shall be deemed to be a covenant running with the land, mutually burdening and benefiting all of the Property.

RESTRICTIVE COVENANT

1. Perpetual Restrictive Covenant. Owner hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with the covenant and restriction that no portion of the Property shall ever be used for any business engaged in selling, exhibiting or delivering pornographic or obscene materials, which restrictive covenant shall preclude, without limitation, the operation on all or any portion of the Property of any business or activity which involves nude dancing, partially nude dancing, the sale, lease or exhibition of sexually oriented devices or novelties or of pornographic or obscene books, magazines, movies, videos or any other type of medium.

2. Governing Law. This Restrictive Covenant shall be construed in accordance with the laws of the State of Utah.

3. Covenants Running With the Land. It is intended that all of the provisions of this Restrictive Covenant shall be construed as covenants and not as conditions and that, to the fullest extent legally possible, all such provisions shall constitute covenants running with the land or equitable servitudes, as the case may be, and shall be binding upon each and every person who has or acquires any interest in any portion of the Property.

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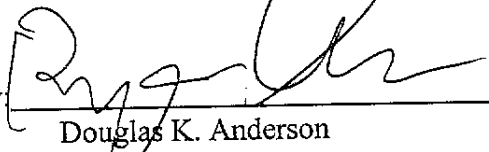
4. Right to Enjoin. In the event of any violation or threatened violation of any of the terms of this Restrictive Covenant, one or more of the owners of all or any portion of the Property shall have the right to obtain from a court of competent jurisdiction a mandatory or prohibitory injunction against such violation or threatened violation. The provisions of this Section are not intended to limit any other remedy available to the owners of the Property at law or in equity.

5. Enforcement. All persons or entities who own, lease or use all or any portion of the Property shall have the right to enforce, through appropriate proceedings at law or in equity, any of the provisions and restrictive covenants set forth herein. If any action is brought because of a breach of or to enforce or interpret any of the provisions, restrictions or requirements of this Restrictive Covenant, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees and costs of litigation (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

6. Amendment. This Restrictive Covenant may not be amended or otherwise modified except by a written document recorded in the office of the Recorder of Salt Lake County, Utah, which has been executed and acknowledged by all persons or entities constituting the owners of all of the Property at the time such recordation occurs.

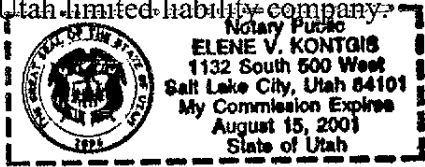
IN WITNESS WHEREOF, Owner has executed this Restrictive Covenant as of the date first above written.

5600 WEST, L.L.C., a Utah limited liability company

By: 
Douglas K. Anderson
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of November, 1998, by Douglas K. Anderson in his capacity as the Manager of 5600 West, L.L.C., a Utah limited liability company.



Elene V. Kontzis
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

Aug 15, 2001

**EXHIBIT A
TO
RESTRICTIVE COVENANT**

Legal Description of the Property

That certain real property located in Salt Lake City, Salt Lake County, State of Utah, more particularly described as follows:

**LEGACY INDUSTRIAL PARK
BOUNDARY DESCRIPTION**

Beginning at the intersection of the Westerly line of the Los Angeles and Salt Lake Railroad right of way and the Northerly Right of Way line of 1300 South Street, said point being N 89°55'44" W 90.00 feet along the Section Line and N 00°01'23" E 33.00 feet from the Southeast Corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence N 89°55'44" W along said Northerly Line 1319.11 feet to the Easterly line of the Utah Power and Light Right of Way; thence along said Utah Power and Light Right of Way the following three (3) calls: N 00°02'17" W 2085.34 feet, thence N 02°53'49" E 176.04 feet; thence N 00°02'08" W 1274.52 feet to the Southerly line of Union Pacific Railroad Right of Way; thence S 86°57'39" E along Southerly line 649.02 feet to a point of non-tangency with a 930.37 foot radius curve to the right; thence Southeasterly 1193.05 feet along said curve through a central angle of 73°28'22" (chord bears S 36°42'46" E 1112.97 feet) to the Westerly line of the Los Angeles and Salt Lake Railroad Right of Way; thence S 00°01'23" W 2610.70 feet to the point of beginning.

Less and excepting the following parcel:

Beginning at a point on the Easterly line of the the Utah Power and Light Right of Way, said point being N 89°55'44" W 1413.11 feet along the Section Line and N 00°04'16" E 2118.08 feet from the Southeast Corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence N 02°53'49" E along said Utah Power and Light Right of Way 176.04 feet, thence N 61°35'00" E 1302.23 feet, thence N 80°26'00" E 122.11 feet to a point of non-tangency with a 930.37 foot radius curve to the right, thence Southeasterly 114.24 feet along said curve through a central angle of 07°02'08" (chord bears S 14°45'19" E 114.17 feet), thence S 61°35'00" W 1482.32 feet to the point of beginning.

Parcel contains .9761 acres, more or less.