

DECLARATION OF RESTRICTIONS

THIS DECLARATION is made this 1st day of December, 2006, by The Menninger Foundation, a Kansas not-for-profit corporation (the "Declarant").

WHEREAS, this Declaration relates to a tract of land located in the City of Topeka, County of Shawnee, State of Kansas, legally described on Exhibit 1 hereto, fee simple title to which is now owned by the Declarant, referred to in this Declaration as the "Entire Tract;" and

WHEREAS, Declarant has already sold and conveyed a tract of land adjacent to the Entire Tract located in the City of Topeka, County of Shawnee, State of Kansas, on which is now located a hotel operating under the name of AmeriSuites, 6021 SW Sixth Avenue, Topeka, Kansas, 66615, and legally described on Exhibit 2, hereto, referred to in this Declaration as the "Hotel Site;" and

WHEREAS, as part of the terms and conditions of the sale by Declarant of the Hotel Site for the development of a hotel on the Hotel Site, Declarant agreed to cause the restrictions set forth in this Declaration to be imposed upon the Entire Site so long as the Hotel Site is being used as a hotel.

NOW THEREFORE, Declarant, as the sole owner of the Entire Site described on Exhibit 1 hereto for itself, its successors and assigns hereby declares that the Entire Site, is and shall be held, transferred, sold, conveyed and occupied subject to all covenants, conditions and restrictions set forth in this Declaration which are covenants running with the ownership of the Entire Tract, or any part thereof.

ARTICLE ONE
THE HOTEL SITE

1.1 So long as a hotel is located and operating as a hotel on the Hotel Site, no part of the Entire Site may be developed or used for hotels, motels or other similar lodging facility.

1.2 In the event a hotel ceases to operate as a hotel on the Hotel Site, for a period of time exceeding three hundred sixty-five (365) consecutive days, the restrictions set forth in this Article One shall automatically terminate and be of no further force or effect.

ARTICLE TWO
THE RESTAURANT SITE

2.1 The Declarant is now the owner of a tract of land located in the City of Topeka, County of Shawnee, State of Kansas, which is part of the Entire Tract adjoining the Hotel Site legally described on Exhibit 3 hereto, referred to in this Declaration as the "Restaurant Site,"

2.2 For a period of time ending December 31, 2016, the Restaurant Site will not be developed or used for anything but a full service restaurant which has waitress service, dinner service and a cocktail lounge.

ARTICLE THREE
ENFORCEMENT

3.1 This Declaration and the covenants, restrictions and conditions contained herein, are, and are hereby declared to be, covenants running with the Entire Site at law as well as in equity and are, and shall be, binding upon all present and future persons owning or having an interest in the Entire Site (or any portion thereof). In the event that any present or future persons owning or having an interest in the Entire Site (or any portion thereof) violate any of the terms and provisions of this Agreement, Declarant or any other owner of real estate in the Entire Site or the Hotel Site (or any portion thereof), shall, in addition to all rights and remedies hereunder, at law and in equity, be entitled to a decree or order restraining or enjoining such violation. In the event that any present or future persons owning or having an interest in the Entire Site (or any portion thereof) fail to comply with any of the terms and provisions of this Agreement, such terms and provisions shall be, and are

hereby expressly made, enforceable by decree or order of specific performance. No such owner or interest holder shall plead in any defense to any such decree or order that there would be an adequate remedy at law, it being hereby expressly acknowledged and agreed that, in view of the complexities and uncertainties in measuring actual damages and the uniqueness of the undertakings herein contained, damages at law will be an inadequate remedy for such breach, threatened breach or violation of the terms and provisions of this Declaration or a failure to fulfill the obligations imposed by this Declaration.

ARTICLE FOUR
GENERAL PROVISIONS

4.1 Invalid Provision. If any provision of this Declaration is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Declaration. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Declaration a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

4.2 Headings. Headings used in this Declarant are used for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

4.3 Construction. This Declaration and any exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

4.4 Time of Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Declaration.

4.5 Waiver. The failure to enforce any provision of this Declaration at the time of its violation shall not be deemed a waiver of the right to enforce the same thereafter. The provisions of this Declaration may not be waived except by instrument in writing executed by Declarant, its successors or assigns.

4.6 Notices. Any notice, request, demand, instruction or other communication to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below; and the same shall be effective upon receipt if delivered personally or by overnight courier, or three (3) business days after deposit in the mails if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith, which notice shall be effective upon receipt by the other party.

If to Declarant:

Mr. Larry Denoyer
The Menninger Foundation
P.O. Box 809045
Houston, TX 77280

with a copy to:

Gerald L. Goodell, Esq, and
H. Philip Elwood, Esq.
Goodell, Stratton, Edmonds & Palmer
515 South Kansas Avenue
Topeka, KS 66603-3999

4.7 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Kansas.

Counterparts. This Declaration may be executed in one or more counterparts, each of which shall constitute an original counterpart, but all of which taken together shall constitute one in the same document.

IN WITNESS WHEREOF, this Declaration has been executed and delivered by Declarant as of the day and year first written above.

THE MENNINGER FOUNDATION,
a Kansas not-for-profit corporation

ATTEST:

Shauna Morris
Secretary

By: Ian Aitken
Ian Aitken, President

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

BE IT REMEMBERED that on this 1 day of December, 2006, personally appeared Ian Aitken to me personally known, who, being duly sworn, did say that he is the President of THE MENNINGER FOUNDATION, that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation, and said Ian Aitken acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year first above written.

My commission expires:

12-16-2007

Suzanne Hartt
Notary Public

A146883:11-29-06



A LEGAL DESCRIPTION
 LOT 1, BLOCK A, MENNINGER
 SUBDIVISION #6, IN THE CITY OF
 TOPEKA, SHAWNEE COUNTY, KANSAS.

B LEGAL DESCRIPTION
 LOT 3, BLOCK A, MENNINGER
 SUBDIVISION #3, IN THE CITY OF
 TOPEKA, SHAWNEE COUNTY, KANSAS.

C LEGAL DESCRIPTION
 LOT 2, BLOCK A, MENNINGER
 SUBDIVISION #3, IN THE CITY OF
 TOPEKA, SHAWNEE COUNTY, KANSAS.

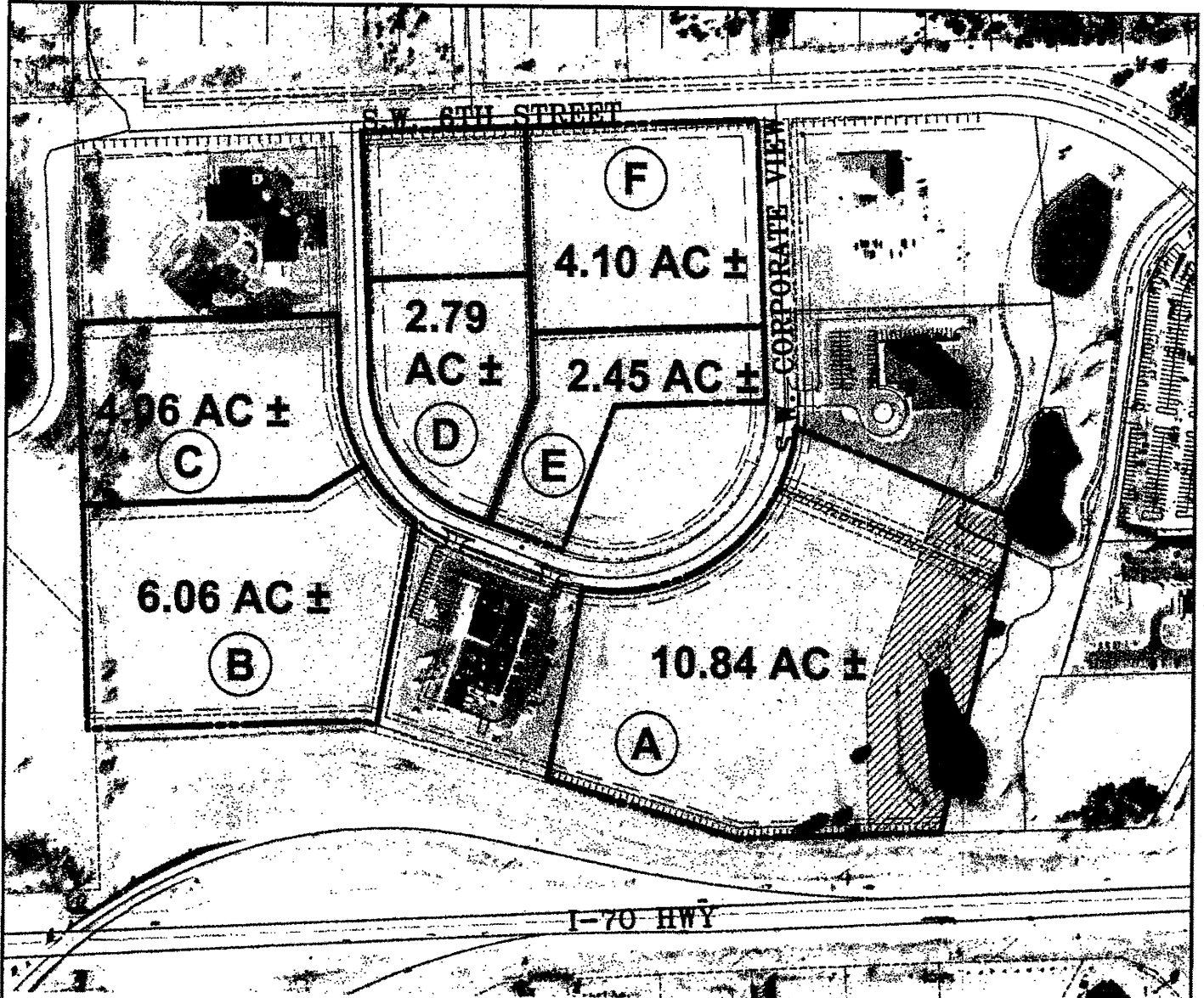
D LEGAL DESCRIPTION
 LOT 2, BLOCK A, MENNINGER SUBDIVISION
 #7, IN THE CITY OF TOPEKA, SHAWNEE
 COUNTY, KANSAS.

E LEGAL DESCRIPTION
 LOT 3, BLOCK B, MENNINGER SUBDIVISION #3, IN THE CITY OF TOPEKA,
 SHAWNEE COUNTY, KANSAS, EXCEPT THE FOLLOWING DESCRIBED TRACT
 OF LAND:

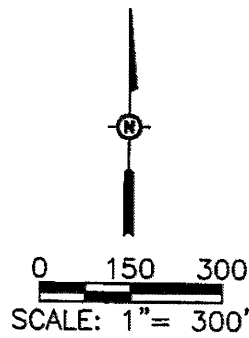
A PART OF LOT 3, BLOCK 'B' MENNINGER SUBDIVISION NO. 3, IN THE
 CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 3 BLOCK 'B':
 THENCE ON AZ 177 DEGREES 45 MINUTES 30 SECONDS, A DISTANCE OF
 145.65 FEET COINCIDENT WITH EAST LINE OF SAID LOT 3 TO THE POINT
 OF BEGINNING, AND THE BEGINNING A TANGENT CURVE TO THE RIGHT;
 THENCE SOUTHERLY COINCIDENT WITH THE EASTERLY LINE OF SAID LOT 3,
 SAID CURVE HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF
 112 DEGREES 00 MINUTES 00 SECONDS CHORD BARES ON AN AZIMUTH
 OF 233 DEGREES 45 MINUTES 30 SECONDS, 489.13 FEET), AND AN ARC
 LENGTH OF 576.66 FEET TO THE END OF SAID CURVE; THENCE ON AZ.
 19 DEGREES 45 MINUTES 30 SECONDS PARALLEL WITH WEST LINE OF
 SAID LOT 3, A DISTANCE OF 295.00 FEET; THENCE ON AZ. 87 DEGREES
 45 MINUTES 30 SECONDS PARALLEL WITH THE NORTH LINE OF SAID LOT
 3, A DISTANCE OF 295.00 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1.95 ACRES MORE OR LESS.

F LEGAL DESCRIPTION
 LOT 2, BLOCK B, MENNINGER SUBDIVISION
 #3, IN THE CITY OF TOPEKA, SHAWNEE
 COUNTY, KANSAS.

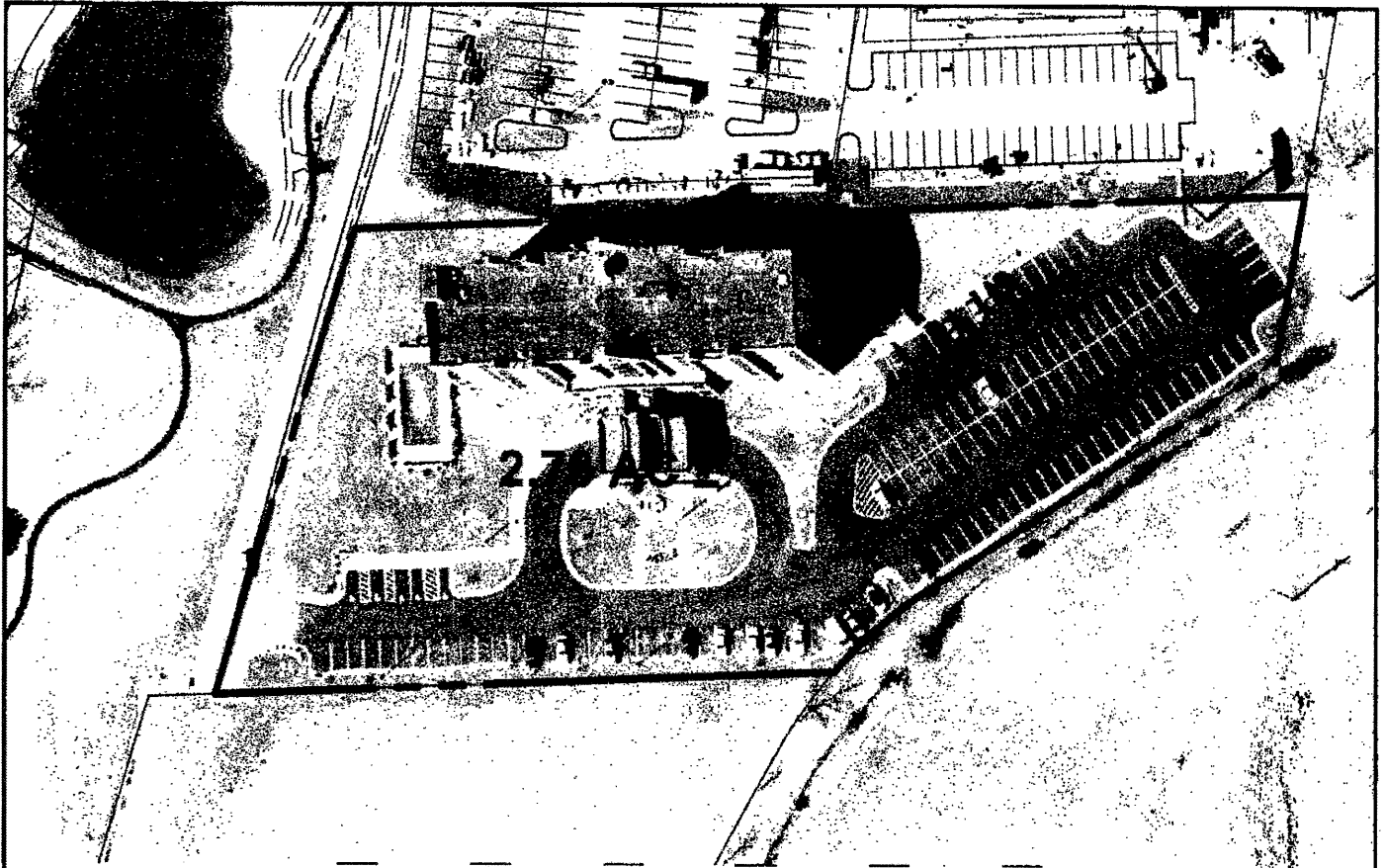
BARTLETT & WEST ENGINEERS PHONE 888.200.8464	PROPERTY EXHIBIT CORPORATE MEADOWS TOPEKA, KANSAS	PROJ NO: 15417.000	SHEET NUMBER 2 OF 2
		DATE: DEC. 6, 2006	



NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTIONS.

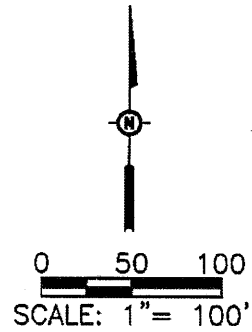


BARTLETT & WEST ENGINEERS PHONE 888.200.6464	PROPERTY EXHIBIT CORPORATE MEADOWS TOPEKA, KANSAS	PROJ NO: 15417.000	SHEET NUMBER 1 OF 2
		DATE: DEC. 6, 2006	



LEGAL DESCRIPTION

LOT 4, BLOCK A, MENNINGER SUBDIVISION
#4, IN THE CITY OF TOPEKA, SHAWNEE
COUNTY, KANSAS.

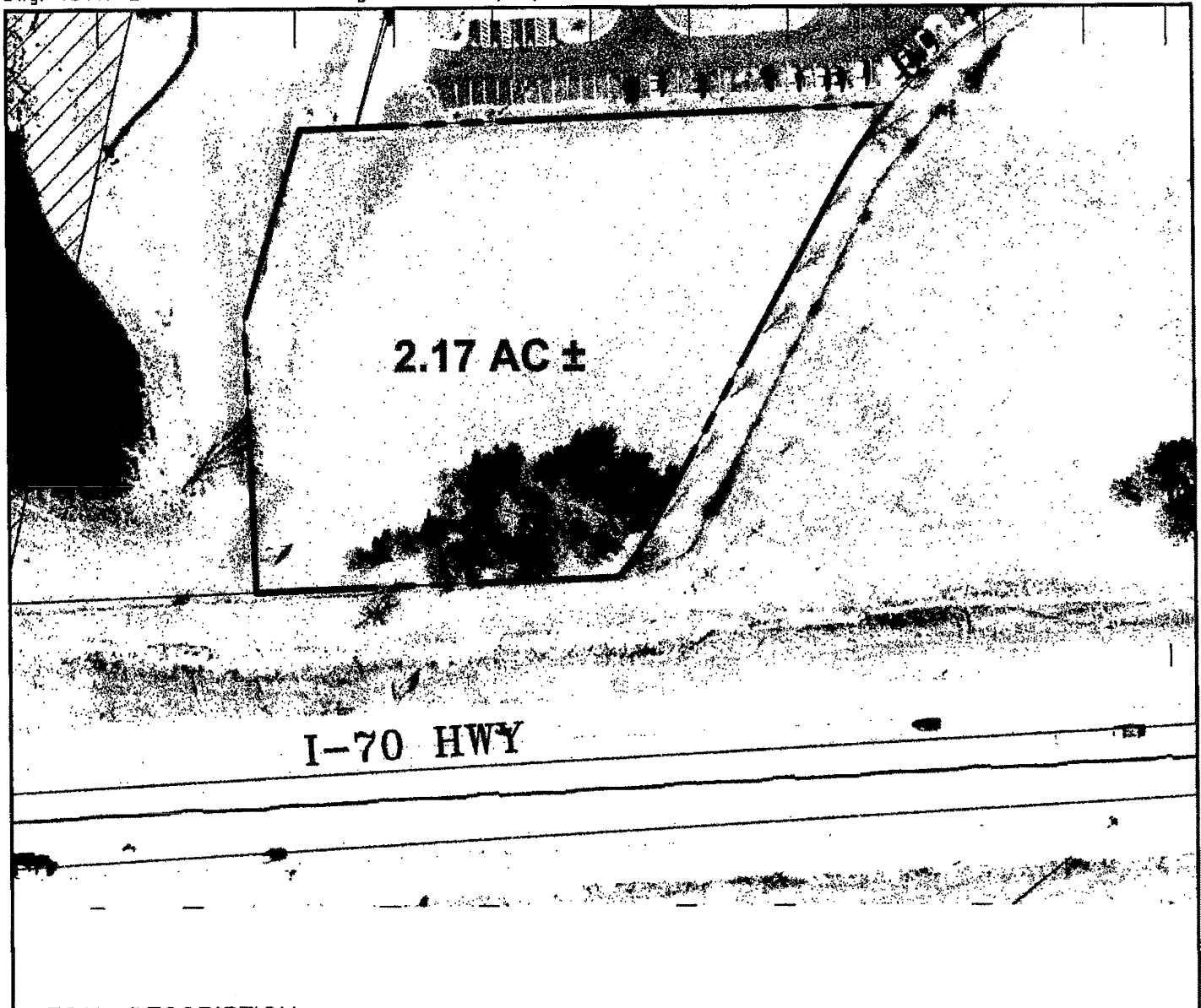


BARTLETT & WEST
ENGINEERS
PHONE 888.200.6464

LOT 4, BLOCK A
MENNINGER SUB #4,
TOPEKA, KANSAS

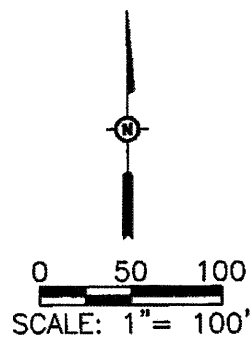
PROJ NO:
15417.000
DATE:
DEC. 6, 2006

SHEET NUMBER
1
OF 1



LEGAL DESCRIPTION

LOT 5, BLOCK A, MENNINGER SUBDIVISION
#4, IN THE CITY OF TOPEKA, SHAWNEE
COUNTY, KANSAS.



BARTLETT & WEST ENGINEERS PHONE 888.200.6464	LOT 5, BLOCK A MENNINGER SUB #4, TOPEKA, KANSAS	PROJ NO: 15417.000	SHEET NUMBER 1 OF 1
		DATE: DEC. 6, 2006	