14.4 **Political Covenant**. The MTCA for itself, and for any successor, covenants that it will not initiate, enact, endorse or in any way give support to or voice support for any action which (a) seeks to have the Complex or any portion thereof designated as a landmark; (b) seeks to have the precinct in which the Complex is located voted "dry"; (c) opposes, or challenges or seeks the revocation of any liquor license issued or to be issued or renewed to (i) the House of Blues Owner (or any Affiliate) or Occupant of the House of Blues or (ii) the Hotel (or any Affiliate) or operator of the Hotel or (iii) any Occupant of any commercial space in the Hotel/Commercial Property; or (d) seeks to have the Marina City Complex's current zoning changed. Moreover, at the request of either the Hotel/Commercial Owner or the House of Blues Owner, the MTCA shall issue a letter, addressed to any potential Commercial Space tenant as either the Hotel/Commercial Owner or the House of Blues Owner identifies, expressly restating and reconfirming the foregoing covenant and affirming the MTCA's continuing adherence thereto.

IN WITNESS WHEREOF, Marina Towers Condominium Association has agreed to this Second Amended and Restated Operating Agreement as evidenced by the signature of Audrey Grava, its President, this day of April.

MARINA TOWERS CONDOMINIUM ASSOCIATION

By: Audrey Grava
Audrey Grava
Its President

ATTEST: Mark Ulaszek
Mark Ulaszek
Its Treasurer