

ORGANIZATIONAL DOCUMENTS

EXHIBIT VI. P.4

LLC Operating Agreement

1. RW Orange County LLC

RW ORANGE COUNTY LLC

LIMITED LIABILITY COMPANY AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of RW Orange County LLC (the “Company”), is made, entered into and effective as of April 23, 2014 (the “Effective Date”), by Genting Americas Inc., as the sole member (the “Member”).

WITNESSETH:

WHEREAS, the Member desires to form a limited liability company pursuant to and in accordance with the provisions of the Delaware Limited Liability Company Act, Del. Code tit. 6, Chapter 18 § 101, et seq., as amended from time to time (the “Act”);

NOW, THEREFORE, the Member hereby creates a limited liability company for the purposes and on the terms set forth in this Agreement.

1. Formation of the Company. The Member has caused an authorized person within the meaning of the Act to file a certificate of formation of the Company with the Secretary of State of the State of Delaware on April 23, 2014 (the “Certificate”).
2. Name. The name of the Company shall be RW Orange County LLC. The business of the Company may be conducted, upon compliance with all applicable laws, under any other name designated by the Member, provided that such name contains the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”.
3. Principal Place of Business. The Company shall have its principal office at such place as the Member may designate from time to time, which need not be in the State of Delaware. The Member may at any time change the location of the Company’s principal office to any other location, and may establish such other offices or places of business for the Company as the Member may deem appropriate.
4. Registered Office and Registered Agent. The address of the Company’s registered office in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The name of its registered agent for service of process in the State of Delaware at such address is Corporation Service Company.
5. Purpose of the Company. In furtherance of its purposes, but subject to the provisions of this Agreement, the Company shall have all powers necessary and appropriate for the accomplishment of such purposes that are conferred to limited liability companies under the Act. The purposes of the Company shall be to engage in any lawful business the Company may undertake.
6. Duration. The existence of the Company shall commence as of the date that the Certificate is filed with the Secretary of State of the State of Delaware and shall

continue until dissolution thereof in accordance with the provisions of this Agreement.

7. Members. The name and the mailing address of the Member are set forth on Schedule A hereto, as amended from time to time.
8. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the written consent of the Member.
9. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and any Officer (as defined below) shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member or officer of the Company.
10. Capital Contributions. The Member is deemed admitted as the Member of the Company upon its execution and delivery of this Agreement. The Member will contribute to the Company the amount set forth on Schedule A hereto, as amended from time to time.
11. Additional Contributions. The Member may, but is not required to, make any additional capital contributions to the Company.
12. Capital Structure
 - (a) Authorized Units. Subject to the terms of this Agreement, the Company is authorized to issue equity interests in the Company designated as “Units,” which will constitute limited liability company interests under the Act. Without the consent of the Member, the Company has no authority to and will not create or issue any different classes, groups or series of Units and has no authority to and will not fix any full or limited voting powers, distinctive designations, preferences or relative participating, optional or other special rights and qualifications, limitations or restrictions as to any Units.
 - (b) Issuance. The Company is authorized to issue Units to the Member at a price per Unit determined by the Member and in exchange for capital contributions of cash or property, the provision of services or such other consideration, as may be determined by the Member. The number of Units issued to the Member is set forth in Schedule A, which will be amended from time to time as required to reflect additional issuances of Units, capital contributions and changes in the number of Units held by the Member.
13. Allocation of Profits and Losses. The Company’s profits and losses shall be allocated to the Member.
14. Distributions. Distributions shall be made to the Member, as holder of the outstanding Units, at the times and in the aggregate amounts determined by the

Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its Units if such distribution would violate Section 18-607 of the Act or other applicable law.

15. Management Generally. Subject to the delegation of authority set forth in Section 16, management rights are vested in the Member, and all decisions will be made in the sole discretion of the Member. The Member shall have the full right and authority to bind the Company and to manage the business and affairs of the Company. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise.

16. Officers. (a) The Member may, from time to time, designate one or more persons to be officers of the Company (the “Officers”). No officer need be a resident of the State of Delaware. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may assign titles to particular officers. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law (the “DGCL”), the assignment of such title shall constitute the delegation to such officer of the authority and duties that are normally associated with that office, subject to any restrictions on such authority imposed by the Member. Without regard to the general delegation to the officers as set forth above, each Officer, acting alone, shall have the power, and is hereby authorized, to make, enter into and perform all contracts, agreements, reports and undertakings of the Company and each Officer shall be considered an authorized signatory of the Company. Any number of offices may be held by the same person. Notwithstanding anything contained herein to the contrary, the Member may revoke any delegation of authority at any time. As of the Effective Date, the Member hereby designates the following persons as Officers of the Company: Christian Goode as President and Jessica Hoppe as Secretary.

(b) Each officer shall hold office until his or her successor shall be duly designated and qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

(c) Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(d) Any officer may be removed as such, either with or without cause, by the Member at any time. Any vacancy occurring in any office of the Company may be filled by the Member.

17. Other Business. Any Member or Officer may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and

description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

18. Exculpation and Indemnification. The Company shall indemnify to the full extent permitted by law any person made or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person or such person's testator or intestate is or was a Member or Officer of the Company or serves or served at the request of the Company any other enterprise as a manager, officer or employee; provided, however, that such Member or Officer acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the interests of the Company and not unlawful. Expenses, including attorneys' fees, incurred by any such person in defending any such action, suit or proceeding shall be paid or reimbursed by the Company promptly upon receipt by it of an undertaking of such person to repay such expenses if it shall ultimately be determined that such person is not entitled to be indemnified by the Company. The rights provided to any person by this Section 18 shall be enforceable against the Company by such person who shall be presumed to have relied upon it in serving or continuing to serve as a Member or Officer as provided above. No amendment of this Section 18 shall impair the rights of any person arising at any time with respect to events occurring prior to such amendment. For purposes of this Section 18, the term "Company" shall include any predecessor of the Company and any constituent company (including any constituent of a constituent) absorbed by the Company in a consolidation or merger; the term "other enterprise" shall include any limited liability company, corporation, partnership, joint venture, trust or employee benefit plan; service "at the request of the Company" shall include service as a Member or Officer of the Company which imposes duties on, or involves services by, such Member or Officer with respect to an employee benefit plan, its participants or beneficiaries; any excise taxes assessed on a person with respect to an employee benefit plan shall be deemed to be identifiable expenses; and action by a person with respect to an employee benefit plan which such person reasonably believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the Company. The foregoing provisions of this Section 18 shall survive any termination of this Agreement.
19. Assignments. The Member may assign in whole or in part its limited liability company interest. If the Member transfers all of its interest in the Company pursuant to this Section 19, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.
20. Dissolution. (a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the determination of the Member, (ii) the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a

manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined in Section 18-304 of the Act) of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

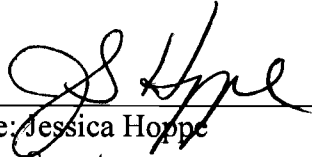
(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

21. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.
22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.
24. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.
25. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Member has duly executed this Agreement as of the date first written above.

By: Genting Americas Inc.

By: 
Name: Jessica Hoppe
Title: Secretary

Schedule A

<u>Member</u>	<u>Capital Contribution</u>	<u>Units</u>
Genting Americas Inc. c/o Cleary Gottlieb Steen & Hamilton LLP One Liberty Plaza New York, NY 10006	\$100	100