

EXHIBIT 4

ORGANIZATIONAL DOCUMENTS

- 4-A Limited Liability Company Agreement for Tower Kauai Lagoons Sub 4, LLC.
- 4-B State of Delaware Certificate of Formation of Tower Kauai Lagoons Sub 4, LLC.
- 4-C State of Hawaii Certificate of Good Standing for Tower Kauai Lagoons Sub 4, LLC.

**LIMITED LIABILITY COMPANY AGREEMENT
FOR
TOWER KAUAI LAGOONS SUB 4, LLC**
a Delaware limited liability company

This Limited Liability Company Agreement of Tower Kauai Lagoons Sub 4, LLC (“*Agreement*”), is made and entered into as of December 5, 2014, by Tower Kauai Lagoons, LLC, a Delaware limited liability company, as the sole member (the “*Member*”), with reference to the following facts:

A. The Member has caused the formation of Tower Kauai Lagoons Sub 4, LLC, a Delaware limited liability company (the “*Company*”), pursuant to the provisions of the Delaware Limited Liability Company Act, Delaware Code, Title 6 Section 18-101, *et seq.*, as amended from time to time (the “*Act*”), and pursuant to that certain Certificate of Formation (the “*Certificate*”) filed with the Secretary of State of the State of Delaware (the “*Secretary of State*”) on December 5, 2014.

B. The Member desires to adopt and approve a limited liability company agreement for the Company under the Act.

NOW, THEREFORE, the Member by this Agreement sets forth the limited liability company agreement for the Company upon the terms and subject to the conditions of this Agreement.

**ARTICLE I
ORGANIZATIONAL MATTERS**

1.1 Name. The name of the Company shall be “**Tower Kauai Lagoons Sub 4, LLC**”. The Company may do business under that name and under any other name or names upon which the Member may decide.

1.2 Term. The term of this Agreement commenced as of the date of the filing of the Certificate under Section 18-201 of the Act, and shall continue until the Company is terminated or dissolved in accordance with the provisions of this Agreement.

1.3 Registered Office. The Company’s registered office in the State of Delaware shall be located at 615 South DuPont Highway, City of Dover, County of Kent, Delaware 19901, until changed by designation of the Member.

1.4 Business of the Company. The purpose of the Company is to engage in any lawful business, purpose or activity for which a limited liability company may be organized under the Act.

1.5 Agent for Service of Process. The initial registered agent for service of process for the Company shall be National Corporate Research, Ltd. The Member may change the agent for service of process at any time.

**ARTICLE II
CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS**

2.1 Capital Contributions. The Member shall make capital contributions to the Company in such amounts and at such times as the Member shall determine in its discretion.

2.2 Profits, Losses and Distributions. All profits, losses and distributions shall be allocated and made to the Member in the Member's discretion. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

ARTICLE III MANAGEMENT AND CONTROL OF THE COMPANY

3.1 Exclusive Management by the Member. The Member shall have full, complete and exclusive authority, power, and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, property and affairs.

3.2 Additional Members. Except where the Member assigns or otherwise transfers one hundred percent (100%) of its limited liability company interest in the Company to one (1) other person or entity (such that after the assignment or transfer there will remain only one (1) Member of the Company), in the event that the Member desires to admit one (1) or more person(s) or entity(ies) as a Member(s), then this Agreement shall be amended as directed by the Member to accomplish the same.

3.3 Bank Signatories. The Member shall have the power and authority to establish and manage any bank account held in the name of the Company. The Member shall also have the power and authority to appoint one or more additional authorized bank signatories of the Company and may delegate specific banking authority and powers to such authorized bank signatories. The Member, acting alone, and, to the extent authorized by the Member, such authorized bank signatories as appointed by the Member, any one of them acting alone, shall be agents of the Company with the power to, among other things, (i) sign any new account application form and/or bank signature card for the purpose of establishing a new account of the Company with any banking or financial institution as determined by the Member, (ii) sign or endorse checks, drafts and other evidences of indebtedness made payable to the order of the Company, but only for the purpose of deposit into an account of the Company, (iii) sign and draw checks on or against any account of the Company, (iv) withdraw funds from any account of the Company, and (v) otherwise transact general business on any account of the Company, all for the purpose of transacting the normal course of business of the Company.

ARTICLE IV DISSOLUTION AND WINDING UP

4.1 Conditions of Dissolution. The Company shall dissolve upon the occurrence of any of the following events:

- (a) the expiration of its term as specified in Section 1.2;
- (b) the happening of any event of dissolution specified in the Certificate;
- (c) the entry of a decree of judicial dissolution pursuant to Section 18-802 of the Act;
- (d) the Member votes to dissolve the Company; or
- (e) the sale of all or substantially all of the assets of Company.

4.2 Winding Up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up. The Company shall give written notice of the commencement of the dissolution to all of its known creditors.

ARTICLE V INDEMNIFICATION

5.1 Indemnification. Except in the case of the Member's willful misconduct or gross negligence in performing or in failing to perform hereunder, the Company, its receiver, or its trustee shall indemnify, defend and hold harmless the Member, and its respective affiliates, officers, directors, shareholders, partners, members, managers, agents, employees, successors and assigns and each of them, from and against any and all Damages (as defined below) arising out of or resulting from the fact that the Member is or was a Member or any act or omission in connection with the Member's activities on behalf of the Company or in furtherance of the interests of the Company, including, without limitation, any Damages incurred in connection with the defense of any actual or threatened action, proceeding, or claim to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. Reasonable and documented expenses incurred by an indemnified party may, in connection with the foregoing matters, be paid or reimbursed by the Company in advance of the final disposition of such proceedings upon receipt by the Company of (i) written affirmation by the indemnified party of its good faith belief that such person is entitled to indemnification by the Company, and (ii) a written undertaking by or on behalf of the indemnified party to repay such amount if a court of competent jurisdiction ultimately determines that the indemnified party is not entitled to indemnification.

As used in this Section 5.1, "*Damages*" shall mean all claims, actions, losses, damages, expenses, liabilities, judgments, awards, fines, sanctions, penalties, taxes, and amounts paid in settlement, including, without limitation, reasonable and documented costs, fees and expenses of attorneys, experts, accountants, appraisers, consultants, witnesses, investigators and any other agents.

5.2 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person or entity who is or was an agent of the Company against any liability asserted against such person or entity and incurred by such person in any such capacity, or arising out of such person's or entity's status as an agent, whether or not the Company would have the power to indemnify such person or entity against such liability under the provisions of Section 5.1 or under applicable law.

ARTICLE VI MISCELLANEOUS

6.1 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware as applied to agreements among Delaware residents made and to be performed entirely within Delaware.

6.2 Certificate of Formation. Lili A. Skrumbis is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate with the Secretary of State of the State of Delaware. Upon the filing of the Certificate with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof)

necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

6.3 Conflict with Certificate of Formation. To the extent that any provision of the Certificate conflicts with any provision of this Agreement, the Certificate shall control.

6.4 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Member, and its respective successors and assigns.

6.5 Interpretation. All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the context in which they are used may require. Any reference to the Code, the Treasury Regulations, the Act, or other statutes or laws will include all amendments, modifications, or replacements of the specific sections and provisions concerned. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

6.6 Severability. If any provision of this Agreement or the application of such provision to any person, entity or circumstance shall be held invalid, the remainder of this Agreement or the application of such provision to persons, entities or circumstances other than those to which it is held invalid shall not be affected thereby.

6.7 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or governmental authority or agency, other than the Member and its respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

6.8 Amendment and Waiver. This Agreement may be amended and/or modified, or any provision hereof waived, only with the written approval of the Member.

6.9 Effectiveness. Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate with the Office of the Secretary of State of the State of Delaware on December 5, 2014.

[Signature Page Follows]

IN WITNESS WHEREOF, the Member of Tower Kauai Lagoons Sub 4, LLC, a Delaware limited liability company, has executed this Limited Liability Company Agreement, effective as of the date first above written.

MEMBER: TOWER KAUAI LAGOONS, LLC

A handwritten signature in black ink, appearing to be a stylized 'JB' or similar initials, enclosed within a faint, irregular oval border.

TOWER KAUAI LAGOONS, LLC
SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TOWER KAUAI LAGOONS SUB 4, LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF DECEMBER, A.D. 2014, AT 8:13 O'CLOCK P.M.

5652493 8100

141497541

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1930605

DATE: 12-08-14

EXHIBIT 4-B

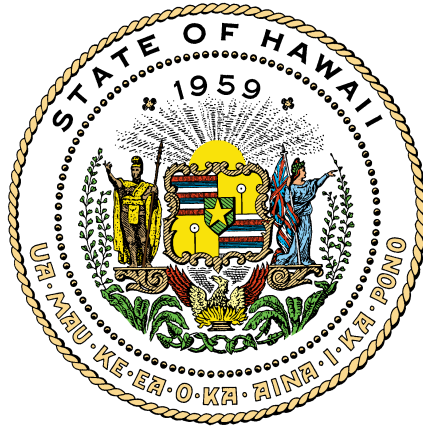
STATE *of* DELAWARE
CERTIFICATE OF FORMATION

of
TOWER KAUAI LAGOONS SUB 4, LLC

1. The name of the limited liability company is: **TOWER KAUAI LAGOONS SUB 4, LLC.**
2. The address of its registered office in the State of Delaware is 615 South DuPont Highway, City of Dover, County of Kent, Delaware 19901. The name of its registered agent at such address is National Corporate Research, Ltd.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of **TOWER KAUAI LAGOONS SUB 4, LLC** this 5th day of December, 2014.

/s/ Lili A. Skrumbis
Lili A. Skrumbis, Organizer



Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs
of the State of Hawaii, do hereby certify that

TOWER KAUAI LAGOONS SUB 4, LLC

organized under the laws of Delaware

was duly registered to do business in Hawaii as a foreign
limited liability company on 01/07/2015 , and that, as far
as the records of this Department reveal, has complied
with all of the provisions of Chapter 428, Hawaii Revised
Statutes, regulating foreign limited liability companies.



IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the
Department of Commerce and Consumer
Affairs, at Honolulu, Hawaii.

Dated: August 13, 2021

Director of Commerce and Consumer Affairs

EXHIBIT 4-C