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YEMEN WATCH, LLC

DECLARATION OF LIMITED LIABILITY COMPANY

THIS DECLARATION OF LIMITED LIABILITY COMPANY ("Declaration") is made effective as of September 6, 2017 (the "Effective Date"), by **DOUGLAS WATTS**, as the sole member (the "Member") of **YEMEN WATCH, LLC,** a Delaware limited liability company (the "Company"). The Member hereby declares this Declaration (and any amendments hereto) to be the "Limited Liability Company Agreement" of the Company, as that term is used in the Delaware Act (as defined below).

ARTICLE 1.
Organization of the Company

Section 1.1 Organization. On the Effective Date, Gregory J. Dziak, as authorized representative, organized the Company by executing and filing a Certificate of Formation with the Secretary of State of Delaware in accordance with and pursuant to the laws of the Delaware Limited Liability Company Act, as amended from time to time (the "Delaware Act"). The Company has been established and is intended to operate as an entity separate from its Member, and the Member expressly does not intend hereby to form a partnership or joint venture. The Member shall not be a partner or joint venturer of the Company for any purpose, and this Declaration shall not be construed to suggest otherwise.

Section 1.2 Name. The name of the Company is Yemen Watch, LLC.

Section 1.3 Principal Place of Business. The principal place of business of the Company shall be located at such address as shall be designated from time to time by the Member.

Section 1.4 Purposes. The purposes of the Company are to engage in any lawful act or activity for which a limited liability company may be formed under the Delaware Act.

Section 1.5 Statutory Agent. The name and address of the agent for service of process shall be Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808. The Member may, from time to time, change the statutory agent without amending this Declaration.

Section 1.6 Term. The term of the Company commenced on the date of filing of the Certificate of Formation of the Company with the Secretary of State of Delaware and shall continue until terminated by operation of law or pursuant to the provisions hereof.

Section 1.7 No State Law Partnership; Liability to Third Parties. The Member intends that the Company not be a partnership (including, without limitation, a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than federal and state tax purposes, and that this Declaration not be construed to suggest otherwise. Except as otherwise required by law, no Member shall be liable for the debts, obligations or liabilities of the Company, including under a judgment decree or order of a court.

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ARTICLE 2.
Capital Contributions

The Member has made or will make a capital contribution to the Company ("Capital Contribution") and shall have a 100% percent interest in the Company. Additional Capital Contributions to the Company may be made from time to time in such amounts as determined by the Member in its sole discretion; provided, however, that the Member is not and shall not be obligated to make any additional contributions to the Company.

ARTICLE 3.
Profits and Losses; Distributions

Section 3.1 Accounting; Determination of Profits and Losses. The books of the Company shall be kept on such basis as determined by the Member in accordance with applicable law. The terms "Profits" and "Losses" as used in this Declaration shall mean the Company's "book" profits or losses (as the case may be), as determined in accordance with the provisions and principles of §§704(b) and 704(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations promulgated thereunder (the "Regulations").

Section 3.2 Allocation of Profits and Losses. The Profits and Losses of the Company, and each item of income, gain, deduction or loss included therein, shall be allocated to and borne by the Member.

Section 3.3 Tax Reporting. It is the intention of the Member that the Company be disregarded for federal tax purposes (so long as the Company has only one member), and accordingly all items of income, gain, loss, expense, deduction, and credit shall, for federal tax purposes, be reported directly by the Member.

Section 3.4 Member's Account. A capital account shall be maintained for the Member in accordance with the Regulations.

Section 3.5 Distributions.

(A) From time to time, the Member may make a determination of the amount of Surplus Cash, if any. "Surplus Cash" shall be deemed to mean the excess of the cash (or equivalents thereof) held by the Company over the amounts required to be retained pursuant to any agreement or contract to which the Company may be a party plus the amount necessary to meet the reasonably foreseeable working capital needs of the Company.

(B) The amount of Surplus Cash, as so determined, may be distributed to the Member, at such times as the Member may determine, after deducting any amount owed by the Member to the Company.

(C) Except as expressly provided in Section 7.2 in connection with the termination and winding up of the Company, or upon the approval of the Member, the Company shall not be obligated to repurchase the Member's Interest (as defined in Section 6.1), nor shall the Member be entitled to receive any other payment or distribution in connection with its withdrawal from the Company.

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ARTICLE 4.
Management

Section 4.1 Management by Manager. Except for situations in which the approval of the Member is required by this Agreement or by nonwaivable provisions of applicable law, all of the powers and authority of the Company shall be exercised by or under the direction of one (1) manager (the "Manager") who need not be a member of the Company. The number of Managers may be changed only by amendment of this Agreement in accordance with Section 8.4. The Manager may resign at any time. The Manager may be removed at any time, with or without cause, by the affirmative vote of the Member, subject to the contract rights, if any, of the Manager. Any vacancy, however created or arising, shall be filled by the affirmative vote of the Member. The Manager shall not, in his capacity as a Manager, in the name of or on behalf of the Company, sign or execute any contract, instrument or document, perform any other act, engage in any transaction, commit or bind the Company to any act, contract, instrument or document, or incur any debt, except as expressly permitted by this Agreement or with the written concurrence of the Member. The initial Manager of the Company shall be: Douglas Watts.

Section 4.2 Actions of the Manager. Any action required or permitted to be taken at any meeting may be taken without a meeting if the Manager consents thereto in writing and such written consent or consents are filed with the minutes of the proceedings of the Manager.

Section 4.3 Officers. The Company may have such officer or officers as the Manager may from time to time appoint, including, without limitation, a President, one or more Vice Presidents, a Treasurer and a Secretary. Each officer shall hold office at the pleasure of the Manager and may be removed at any time from any office or offices held by him, with or without cause, by and in the discretion of the Manager, subject to the contract rights, if any, of such person. All officers shall possess and exercise the duties and authority of their respective offices subject to the authority and direction of the Manager. All officers shall have such duties and authority with respect to the affairs of the Company as are customarily possessed by such officers of a Delaware corporation, except as such duties or authority may be limited or expanded by action of the Manager from time to time.

Section 4.4 Actions Requiring the Approval of the Member. Notwithstanding anything to the contrary contained in this Agreement and except as set forth in Article 6 and Article 7, any action with respect to the following matters shall require approval by the Member:

(A) the increase or decrease in the number of Managers;

(B) the amendment of this Agreement; and

(C) any merger or consolidation of the Company with any other entity.

Section 4.5 Actions of the Member. Decisions and actions of the Member, to be effective, shall be required to be made or approved by a written instrument executed by the Member.

Section 4.6 Tax Matters Member. Douglas Watts shall act as the "tax matters member" for the Company, as that term is defined in, and for all purposes of, §6231(a)(7) of the Code.

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ARTICLE 5.
Limitation of Liability; Indemnification

Section 5.1 Proof of Failure to Satisfy Standard of Conduct. Neither the Member nor a manager shall be deemed to have violated any standard of conduct under this Article 5 unless such violation is proved, by clear and convincing evidence, in an action brought against such person. The termination of any action, suit or proceeding by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not of itself constitute proof or create a presumption that the appropriate standard of conduct has been violated.

Section 5.2 Liability to the Company. Neither the Member nor any manager shall be liable to the Company in damages for any action that the Member or manager takes or fails to take in such capacity, unless it is proved, by clear and convincing evidence, in a court of competent jurisdiction that such action or failure to act was undertaken with deliberate intent to cause injury to the Company or with reckless disregard for the best interests of the Company.

Section 5.3 Liability to Others. The obligations and liabilities of the Company are solely the obligations and liabilities of the Company, and the Member shall not be liable therefor solely by reason of being a Member. No failure of the Company to observe any formality or requirement relating to the exercise of its powers or the management of its business or affairs under this Declaration shall be grounds for imposing liability on the Member for any liability of the Company to any third party.

Section 5.4 Indemnification. The Company shall indemnify the Member and any manager to the fullest extent provided by, or permissible under the Delaware Act. The Company is hereby authorized to take any and all further action to effectuate any indemnification of the Member or any manager which any Delaware limited liability company may have power to take with respect to the indemnification of its members or managers, by any vote of the members, by any agreement, or otherwise. This Section 5.4 shall be interpreted in all respects to expand such power to indemnify to the maximum extent permissible to any Delaware limited liability company with regard to the particular facts of each case, and not in any way to limit any statutory or other power to indemnify, or any right of any individual to indemnification. Expenses, including attorneys' fees, incurred by the Member or any manager in defending any proceeding shall be paid by the Company, in advance of the final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Member or any manager, as the case may be, to repay such amount, if it shall ultimately be determined that it is not entitled to be indemnified by the Company as authorized in this Section 5.4. No repeal, amendment or modification of this Section 5.4 shall affect any rights or obligations then existing hereunder with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. This Section 5.4 is intended for the benefit of the Company, the Member and any manager.

Section 5.5 Indemnification of Other Persons. Officers, employees and agents of the Company shall be indemnified by the Company only if and to the extent approved by the Member or specifically required by applicable law.

Section 5.6 Survival. The provisions of this Article 5 shall survive any termination of this Declaration.

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ARTICLE 6.
Transfers of Interests

Section 6.1 Right to Transfer. The Member shall be entitled, in its sole and absolute discretion at any time and from time to time, to sell, mortgage, hypothecate, transfer, pledge, assign, donate, create a security interest in or lien on, encumber, give, place in trust (voting or other) or otherwise dispose of all or any portion of its limited liability company interest in the Company, including the Member's (A) interest in the Profits, Losses, allocations of other items and distributions from the Company, (B) rights with respect to the management and administration of the Company, (C) access to or rights to demand or require any information or account of the Company or its affairs, and (D) rights to inspect the books and records of the Company (collectively, the "Member's Interest").

Section 6.2 Status of Third Party Transferee. No transferee, including any transferee by operation of law or court order, of all or any portion of the Member's Interest shall, without the prior written consent of the Member, which consent may be withheld by the Member in its sole and absolute discretion, acquire the status of a substituted or additional member of the Company under the Delaware Act or under this Declaration, but shall have solely the status, rights and privileges of an assignee. In the event a substitute or additional member is admitted to the Company in accordance with this Section 6.2, such substitute or additional member shall be responsible for the payment of all fees and expenses associated with the transfer and such substitution or admission as the Member may require.

ARTICLE 7.
Termination, Liquidation and Winding Up

Section 7.1 Termination and Winding Up. The Company shall terminate upon the election of the Member in writing to terminate the Company. At such time, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its affairs, but its separate existence shall continue until a Certificate of Cancellation has been filed with the Secretary of State of Delaware or until a decree dissolving the Company has been entered by a court of competent jurisdiction. The filing of a Certificate of Cancellation shall not affect the limited liability of the Member.

Section 7.2 Method of Distribution Upon Winding Up. Upon termination of the Company pursuant to Section 7.1, the assets of the Company and the proceeds of any liquidation shall be applied and distributed in the following manner and order of priority:

(A) to the payment and discharge of all of the Company's liabilities and the expenses of liquidation and dissolution;

(B) to the setting up of any reserves reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company;

(C) to the payment and discharge of any loans and advances made by the Member to the Company; and

(D) to the Member.

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Section 7.3 Orderly Liquidation. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Member to minimize the normal losses attendant upon a liquidation.

ARTICLE 8.
Miscellaneous

Section 8.1 Governing Law. The Company and this Declaration shall be governed by and construed in accordance with the laws of the State of Delaware and applicable to contracts made and to be wholly performed in Delaware.

Section 8.2 Entire Agreement. This Declaration contains the entire understanding and declaration of the Member with respect to the subject matter hereof.

Section 8.3 Severability. If any provision of this Declaration, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Declaration and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.

Section 8.4 Amendment. This Declaration may be amended only in a writing signed by the Member.

Section 8.5 Successors and Assigns. This Declaration shall be binding upon and inure to the benefit of the Company, the Member and the Member's successors and assigns.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the Member has executed this Declaration of Limited Liability Company as of the date first written above.

SOLE MEMBER:

_____

Douglas Watts

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