

### Amendment to Third Amended and Restated Operating Agreement

This Amendment to Third Amended and Restated Operating Agreement (the “Amendment”) is entered into as of the Effective Date (as defined in Section 2 below) by and among Knopp Biosciences LLC, a Delaware limited liability company (the “Company”), the holders of a majority of the outstanding Class C Preferred Units, and the holders of a majority of all Units of the Company, and is binding upon all members or other holders of Units of the Company.

#### Witnesseth:

Whereas, the Company wishes to offer for sale a Combination Security consisting of two Class C Preferred Units and a Warrant to purchase one Class C Preferred Unit (the “Offering”);

Whereas, to facilitate and as a condition of the Offering, the undersigned desire to amend the Company’s Third Amended and Restated Operating Agreement (the “Operating Agreement”) in the manner set forth below;

Whereas, in connection with the Offering, the Board of Managers, by unanimous written consent, has adopted and approved this Amendment (subject to the approval of the Requisite Members (as defined below));

Whereas, in connection with the Offering, and pursuant to the Operating Agreement, (a) the holders of a majority of the issued and outstanding Class C Preferred Units (consenting as a separate and single class), and (b) the holders of a majority of all issued and outstanding Units (consenting as a separate and single class) (collectively, the “Requisite Members”) have adopted and approved this Amendment; and

Whereas, upon the effectiveness of this Amendment on the Effective Date, this Amendment shall be binding on all members and other holders of Units of the Company;

Now, therefore, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Recitals/Definitions. The recitals set forth above are incorporated into and made a part of this Amendment. Unless otherwise defined in this Amendment, capitalized terms have the definitions ascribed thereto in the Operating Agreement.

2. Effective Date. This Amendment is conditioned upon, and shall become effective upon the last to occur of, (a) consent of the Company, (b) receipt by the Company of consents of holders of a majority of the issued and outstanding Class C Preferred Units (consenting as a separate and single class), (c) receipt by the Company of consents of holders of a majority of all issued and outstanding Units (consenting as a separate and single class), and (d) the first Closing of the Offering (such date is referred to herein as the “Effective Date”).

3. Appointment of Managers.

(a) The undersigned hereby acknowledge that, in accordance with Section 6.2(c) of the Operating Agreement, the Board has increased the number of Managers on the Board from five (5) to seven (7).

(b) In the first sentence of Section 6.2(a) the words “five (5) members” is hereby changed to “seven (7) members”.

(c) The following is hereby added immediately before the period at the end of Section 6.2(a)(ii): “; and”. In addition, the following is hereby added immediately thereafter, and before the period at the end of Section 6.2(a)(ii):

“(iii) one (1) member of the Board (after initial appointment by the Board) shall be appointed (and may be removed) by holders of a majority of the issued and outstanding Class C Units (the “Class C Manager”); and

(iv) one (1) member of the Board (after initial appointment by the Board) shall be appointed (and may be removed by) by a Majority in Interest (the “Independent Manager”).”

(d) The word “and” immediately before “(C)” in the first sentence of Section 6.2(e) is hereby removed. In addition, the following is hereby added to the first sentence of Section 6.2(e) immediately before the period at the end of such sentence:

“, (D) if such Manager was appointed pursuant to Section 6.2(a)(iii), then the holders of a majority of the issued and outstanding Class C Units shall be entitled to appoint such Manager’s replacement in accordance with Section 6.2(a)(iii), and (E) if such Manager was appointed pursuant to Section 6.2(a)(iv), then a Majority in Interest shall be entitled to appoint such Manager’s replacement in accordance with Section 6.2(a)(iv).”

(e) The undersigned hereby acknowledge that, in accordance with Section 6.2(c) of the Operating Agreement (as amended hereunder), the Board has appointed David Adair as the initial Class C Manager, and Steve Butts as the initial Independent Manager.

4. Member Representations. Each Member who is a signatory hereto represents and warrants to the Company that (a) such Member has been given full access to such material information concerning this Amendment and the Company as such Member deems relevant, and (b) there have been no representations or warranties by or on behalf of the Company in connection with entering into this Amendment or the transactions contemplated hereby.

5. Miscellaneous.

(a) Except as specifically set forth herein, the Operating Agreement shall remain in full force and effect.

(b) The Operating Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof and hereof, and supersede all previous representations, agreements, understandings and negotiations with respect thereto.

(c) This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

(d) This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflict of law provisions.

*[Remainder of page intentionally blank;  
signature pages follow.]*

Company Signature Page to Amendment

IN WITNESS WHEREOF, the undersigned has executed and delivered this Amendment as of the date written below.

Knopp Biosciences LLC

By: \_\_\_\_\_

Title: President and CEO

Date: June 30, 2020