THIRD AMENDED AND RESTATED OPERATING AGREEMENT

OF

KNOPP BIOSCIENCES LLC

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THIRD AMENDED AND RESTATED OPERATING AGREEMENT
OF
KNOPP BIOSCIENCES LLC

THIS THIRD AMENDED AND RESTATED OPERATING AGREEMENT OF KNOPP BIOSCIENCES LLC is adopted as of the 14th day of February, 2019 (the "Amendment Effective Date").

INTRODUCTION

Knopp Biosciences LLC (the "Company") was formed on June 23, 2010 as a Delaware limited liability company.

Michael E. Bozik and Knopp Neurosciences, Inc. were the initial members of the Company and entered into that certain Operating Agreement dated as of June 23, 2010 (the "Original Operating Agreement"), pursuant to which each of such initial members was issued one membership interest of the Company.

On the Effective Date, KNS Acquisition Sub Inc., a wholly owned subsidiary of the Company ("Merger Sub"), merged with and into Knopp Neurosciences, Inc. ("Knopp") as the surviving entity (such transaction is referred to as the "Merger").

Pursuant to the Merger, (a) each of the issued and outstanding shares of Common Stock of Knopp has been converted into the right to receive one (1) fully-paid and non-assessable Common Unit of the Company, (b) each of the issued and outstanding shares of Series A Preferred Stock of Knopp has been converted into the right to receive one (1) fully-paid and non-assessable Class A Preferred Unit of the Company, (c) each of the issued and outstanding Series B Preferred Stock of Knopp has been converted into the right to receive one (1) fully-paid and non-assessable Class B Preferred Unit of the Company, (d) each of the issued and outstanding options to purchase Common Stock of Knopp has been converted into the right to receive one (1) non-assessable Class P Unit of the Company plus a surrender fee at the amount of $0.570443, (e) the issued and outstanding warrants to purchase Series A Preferred Stock or Series B Preferred Stock of Knopp have been converted into the right to purchase Class A Preferred Units and Class B Preferred Units of the Company, (f) Saturn Capital, Inc. received Saturn Class P Units of the Company plus an amendment fee agreed upon by the parties, and (g) the issued and outstanding Common Stock of Merger Sub (held by the Company), has been converted into the right to receive 10,000 fully-paid and non-assessable shares of Class A Common Stock of Knopp, the entity surviving the Merger, and 7,000 fully-paid and non-assessable shares of Class B Common Stock of Knopp.

Upon consummation of the Merger, the original membership interests issued to Michael E. Bozik and Knopp Neurosciences, Inc. under the Original Operating Agreement were redeemed in consideration for payment of $1.

The Original Operating Agreement was amended and restated on the Effective Date (as amended and restated on such date, the "First Amended and Restated Operating Agreement").

The First Amended and Restated Operating Agreement was amended and restated on August 31, 2012 (as amended and restated on such date, the "Second Amended and Restated Operating Agreement").

The Second Amended and Restated Operating Agreement is hereby amended and restated in its entirety.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Members agree as follows:

1. DEFINITIONS

The following defined terms used in this Agreement shall have the meanings specified below:

1.1 "Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

1.2 "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Allocation Year, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts to which such Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Income Tax Regulations Sections 1.704 2(g)(1) and 1.704 2(i)(5); and

(b) debit to such Capital Account the items described in Sections 1.704 1 (b)(2)(ii)(d)(4), 1.704 1(b)(2)(ii)(d)(5), and 1.704 1(b)(2)(ii)(d)(6) of the Income Tax Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704 l(b)(2)(ii)(d) of the Income Tax Regulations and shall be interpreted consistently therewith.

1.3 "Affiliate" means with respect to any Person: (a) the partners, members or stockholders of such Person, if such Person is an entity, and (b) any Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person.

1.4 "Aggregate Common Unit Percentage Interest" means an amount, expressed as a percentage, equal to the total number of Common Units held by the Common Members divided by the total number of Other Units held by all Members.

1.5 "Aggregate Initial Catch-Up Common Unit Percentage Interest" means an amount, expressed as a percentage, equal to (a) the total number of Initial Common Units held by the

Initial Common Members divided by (b) an amount equal to the sum of the total number of Class A Preferred Units, plus the total number of Class B Preferred Units, plus the total number of Initial Common Units held by all Members.

1.6 "Aggregate Initial Common Unit Percentage Interest" means an amount, expressed as a percentage, equal to the total number of Initial Common Units held by the Initial Common Members divided by the total number of Other Units held by all Members.

1.7 "Aggregate Initial P Unit Percentage Interest" means an amount, expressed as a percentage, equal to the total number of Initial Class P Units held by the Initial Class P Members divided by the total number of Other Units held by all Members.

1.8 "Aggregate Class P Unit Percentage Interest" means an amount, expressed as a percentage, equal to the total number of Class P Units held by the Class P Members divided by the total number of Other Units held by all Members.

1.9 "Aggregate Class A and Class B Percentage Interest" means an amount, expressed as a percentage, equal to (a) an amount equal to the sum of the total number of Class A Preferred Units plus the total number of Class B Preferred Units plus the total number of the Saturn Class P Units held by the Members; divided by (b) an amount equal to the sum of the total number of Class A Preferred Units plus the total number of Class B Preferred Units, plus the total number of Saturn Class P Units, plus the total number of Common Units held by the Members.

1.10 "Agreement" means this Third Amended and Restated Operating Agreement, as it may be amended from time to time.

1.11 "Allocation Year" means (a) the period commencing on the Formation Date and ending on December 31, 2010, (b) any subsequent twelve (12) month period commencing on January 1 and ending on December 31, or (c) any portion of the period described in clauses (a) or (b) for which the Company is required to allocate Profits, Losses, and other items of Company income, gain, loss or deduction pursuant to Section 4. The Board may change the Allocation Year at any time and from time to time.

1.12 "Amendment Effective Date" has the meaning set forth in the introductory paragraph of this Agreement.

1.13 "Available Profits" means an amount, not less than zero, equal to the excess, if any, of: (a) the cumulative net Profits of the Company (i.e., Profits minus Losses) from the Effective Date through and including the relevant date of determination; minus (b) an amount equal to the cumulative amount of distributions made with respect to such net Profits by the Company from the Effective Date.

1.14 "Board" or "Board of Managers" have the meanings set forth in Section 6.1.

1.15 "Business" means the business of directly or indirectly researching, discovering, manufacturing, marketing, selling and distributing drugs, and such other related businesses and activities as the Board of Managers may determine from time to time.

1.16 "Business Day" means any day other than a Saturday, Sunday or federal holiday.

1.17 Capital Account" has the meaning set forth in Section 4.1.

1.18 "Capital Contribution" means, with respect to any Member, the amount of money and the initial Gross Asset Value of any property (other than money) contributed to the Company with respect to the Units in the Company held or purchased by such Member.

1.19 "CEO" has the meaning set forth in Section 6.4(c).

1.20 "Certificate" means the Certificate of Formation of the Company, as amended or restated from time to time in accordance with the terms of this Agreement.

1.21 "Class 1 Senior Members" means the Members holding Class 1 Senior Units.

1.22 "Class 2 Senior Members" means the Members holding Class 2 Senior Units.

1.23 "Class 1 Senior Units" has the meaning set forth in Sections 3.3 and 3.4.

1.24 "Class 2 Senior Units" has the meaning set forth in Section 3.4.

1.25 "Class A Accrued Return" means, with respect to any Initial Class A Preferred Units held by any Member, an amount equal to the amount set forth on Exhibit B hereto under the column "Class A Accrued Return." In the event that any Initial Class A Preferred Units are Transferred in accordance with this Agreement, the transferee shall succeed to the Class A Accrued Return of the transferor to the extent that it relates to the Transferred Initial Class A Preferred Units as agreed to among the transferring Members and Company in writing and the transferor's Class A Accrued Return with respect to its retained Initial Class A Preferred Units, if any, shall be reduced in the amount of Class A Accrued Return allocated to the transferee. The Company shall update Exhibit B to reflect any changes to the amount of Class A Accrued Return resulting from a Transfer of Initial Class A Preferred Units.

1.26 "Class A&B Preferred Members" means the Class A Preferred Members and the Class B Preferred Members.

1.27 "Class A&B Preferred Units" means the Class A Preferred Units and the Class B Preferred Units.

1.28 "Class A Preferred Members" means the Members holding Class A Preferred Units.

1.29 "Class A Preferred Units" has the meaning set forth in Sections 3.1 and 3.4.

1.30 "Class B Accrued Return" means, with respect to any Initial Class B Preferred Units held by any Member, an amount equal to the amount set forth on Exhibit B hereto under the column "Class B Accrued Return." In the event that any Initial Class B Preferred Units are Transferred in accordance with this Agreement, the transferee shall succeed to the Class B Accrued Return of the transferor to the extent that it relates to the Transferred Initial Class B

Preferred Units as agreed to among the transferring Members and Company in writing and the transferor's Class B Accrued Return with respect to its retained Initial Class B Preferred Units, if any, shall be reduced in the amount of Class B Accrued Return allocated to the transferee. The Company shall update Exhibit B to reflect any changes to the amount of Class B Accrued Return resulting from a Transfer of Initial Class B Preferred Units.

1.31 "Class B Preferred Members" means the Members holding Class B Preferred Units.

1.32 "Class B Preferred Units" has the meaning set forth in Sections 3.1 and 3.4.

1.33 "Class C Majority" means Members holding a majority of the Class C Preferred Units.

1.34 "Class C Preferred Members" means the Members holding Class C Preferred Units.

1.35 "Class C Preferred Units" has the meaning set forth in Section 3.4.

1.36 "Class P Members" means the Members holding Class P Units.

1.37 "Class P Units" has the meaning set forth in Section 3.2 and shall in no event include any Saturn Class P Units.

1.38 "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any corresponding provisions of any succeeding law.

1.39 "Common Members" means the Members holding Common Units.

1.40 "Common Units" has the meaning set forth in Sections 3.1 and 3.4.

1.41 "Company" means the Delaware limited liability company continued pursuant to this Agreement.

1.42 "Company Minimum Gain" has the meaning given the term "partnership minimum gain" to the extent a nonrecourse liability exceeds the adjusted tax basis of the partnership property it encumbers in Sections 1.704 2(b)(2) and 1.704 2(d) of the Income Tax Regulations.

1.43 "Conversion" has the meaning set forth in Section 10.2(a).

1.44 "Currently Defined Units" means each of Common Units, Class 1 Senior Units, Class 2 Senior Units, Class A Preferred Units, Class B Preferred Units, Class C Preferred Units, Class P Units and Saturn Class P Units, as such terms are defined in this Agreement.

1.45 "Currently Undefined Units" means any Units which are not Currently Defined Units.

1.46 "Depreciation" means, for each Allocation Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such Allocation Year, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Year, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Allocation Year bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable depreciation method selected by the Board of Managers.

1.47 "Distributable Assets" means, with respect to any fiscal period, all cash receipts (including from any operating, investing, and financing activities) and other assets of the Company from any and all sources, reduced by operating expenses, contributions of capital to Subsidiaries, investments and payments required to be made in connection with any loan to the Company and any reserve for contingencies or escrow required, in the judgment of the Board acting reasonably and in good faith.

1.48 "Drag-Along Notice" has the meaning set forth in Section 7.3(a).

1.49 "Effective Date" means the effective time of the Merger (August 23, 2010).

1.50 "Equity Securities" means as to any Person that is a corporation, the shares of such Person's capital stock, including all classes of common, preferred, voting and nonvoting capital stock, and, as to any Person that is not a corporation or an individual, the ownership, beneficial or membership interests in such Person, including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

1.51 "Exempted Securities" means: (a) up to a number of Class P Units that equals (i) the Remaining Class P Units Pool to employees, officers, consultants, advisors or Managers after the Amendment Effective Date under the Company's Profits Interests Incentive Plan duly adopted by the Board effective as of September 6, 2011 (as amended on or prior to the Amendment Effective Date) (the "Incentive Plan") plus (ii) the number of Forfeited Class P Units Under the Incentive Plan; (b) Units issued upon conversion or exercise of any Units outstanding as of the Amendment Effective Date or upon the exercise of warrants or conversion or exercise of other securities outstanding as of the Amendment Effective Date; (c) warrants issued or to be issued by the Company to Saturn Capital, Inc. or any assignee thereof, as a placement agent, in connection with that certain Unit Purchase Agreement of the Company dated as of the Amendment Effective Date, as the same may be amended from time to time (the "Unit Purchase Agreement") pursuant to the terms of the Engagement Agreement dated October 9, 2018, as amended, between Saturn Capital, Inc. and the Company, including the Common Units to be issued upon the exercise of such warrants (the "Saturn New Warrant Units"); (d) warrants to acquire Common Units for an aggregate value of $365,500, issued or to be issued by the Company to Saturn Capital, Inc. or any assignee thereof, as a placement agent, in connection

with its prior services to the Company (which are not covered by (c) above), including the Units to be issued upon the exercise of such warrants; (e) Currently Defined Units issued as acquisition consideration in connection with the acquisition or acquisitions (by merger or otherwise) by the Company of the stock or assets of another person or entity, in each case if approved by the Class C Majority (which approval shall not be unreasonably withheld or denied); (f) Currently Defined Units issued in connection with the Company's first underwritten public offering of its equity interests under the Securities Act; (g) Units issued in connection with joint ventures, strategic alliances, development arrangements, marketing arrangements or financing arrangements (including loans or equipment leases), in each case if approved by the Class C Majority (which approval shall not be unreasonably withheld or denied); (h) securities issued in connection with the Company's license of intellectual property, inventions or technology, in each case if approved by the Class C Majority (which approval shall not be unreasonably withheld or denied); (i) the issuance of Additional Preferred Units pursuant to the Class C Purchase Agreement; and (j) such other Units that the Class C Majority and the Company mutually agree in writing shall be deemed Exempted Securities for purposes of this Agreement. "Remaining Class P Units Pool" means a number of Class P Units equal to 3,326,125 minus the number of Saturn New Warrant Units actually issued by the Company. "Forfeited Class P Units Under the Incentive Plans" means Class P Units that are issued and outstanding as of the Amendment Effective Date, that were issued under the Incentive Plan, and that are forfeited, for any reason, following the Amendment Effective Date.

1.52 "Fair Market Value" of any Equity Security (including the Units) means the fair value of such security as determined based on the fair market value of the entire equity of the issuer of such Equity Security as a going concern and the terms, rights and preferences of all Equity Securities of such issuer, without any discount for lack of liquidity, lack of marketability, lack of control or minority interest, and taking into account the assets, liabilities, earnings and prospects of the issuer and its Subsidiaries ("Equity Value"), determined as set forth below; *provided*, that, notwithstanding anything to the contrary contained in this Agreement, with respect to any determination of the Fair Market Value of any Unit, (i) such determination shall be made by determining the aggregate amount of Distributable Assets that the holder of such Unit would receive in respect of such Unit if the Company were to distribute an amount equal to its Equity Value to its Members in a distribution in accordance with Section 4.2) (assuming solely for purposes of this clause (i) that all unvested Class P Units have vested) and (ii) if such Equity Value is being determined for purposes of clause (i) above substantially and concurrently in connection with a sale or investment transaction involving a purchaser of or an investor in the Company that is an Independent Third Party, the Equity Value shall be consistent with the implied valuation of the Company being used for such other sale or investment transaction.

1.53 "First Amended and Restated Operating Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

1.54 "Formation Date" means June 23, 2010.

1.55 "GAAP" means Generally Accepted Accounting Principles, consistently applied.

1.56 "Gross Asset Value" means with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Board of Managers;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account), as determined by the Board of Managers, as of the following times: (i) the acquisition of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of Income Tax Regulations Section 1.704-1(b)(2)(ii)(g); and (iv) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a member capacity, or by a new Member acting in a partner capacity in anticipation of being a Member; provided that an adjustment described in clauses (i), (ii), and (iv) of this paragraph shall be made only if the Board of Managers reasonably determines that such adjustment is necessary to reflect the relative economic interests of the Members in the Company;

(c) The Gross Asset Value of any item of Company assets distributed to any Member shall be adjusted to equal the gross fair market value (taking Code Section 7701(g) into account) of such asset on the date of distribution as determined by the Board of Managers; and

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to (A) Income Tax Regulations Section 1.704-1(b)(2)(iv)(m) and (B) subparagraph (f) of the definition of "Profits" and "Losses" or Section 4.4(g) hereof, provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) is required in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subparagraph (a), (b), or (d), such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset, for purposes of computing Profits and Losses.

1.57 "Income Tax Regulations" means the final regulations and temporary regulations, respectively, promulgated under the Code from time to time.

1.58 "Indemnified Person" has the meaning set forth in Section 9.2.

1.59 "Independent Third Party" means any Person who is not an Affiliate of the Company or any Manager.

1.60 "Initial Class A Preferred Members" means the Class A Preferred Members that held Initial Class A Preferred Units on the Effective Date.

1.61 "Initial Class B Preferred Members" means the Class B Preferred Members that held Initial Class B Preferred Units on the Effective Date.

1.62 "Initial Class A Preferred Units" means the Class A Preferred Units that were outstanding on the Effective Date.

1.63 "Initial Class B Preferred Units" means the Class B Preferred Units that were outstanding on the Effective Date.

1.64 "Initial Class P Members" means the Class P Members that held Initial Class P Units on the Effective Date.

1.65 "Initial Class P Units" means the Class P Units other than Saturn Class P Units that were outstanding on the Effective Date.

1.66 "Initial Class P Unit Percentage Interests" has the meaning set forth in Section 3.5.

1.67 "Initial Common Members" means the Common Members that held Initial Common Units on the Effective Date.

1.68 "Initial Common Units" means the Common Units that were outstanding on the Effective Date.

1.69 "Initial Common Unit Percentage Interest" has the meaning set forth in Section 3.5.

1.70 "Initial Members" means the Initial Common Members, the Initial Class A Preferred Members and the Initial Class B Preferred Members, collectively.

1.71 "Initiating Member(s)" has the meaning set forth in Section 7.3(a).

1.72 "Knopp" has the meaning set forth in the introductory paragraph of this Agreement.

1.73 "Limited Percentage Interest" means, with respect to any Other Unit (or any class thereof), the Percentage Interest of such Other Unit (or any class thereof), as if the Company does not have any issued and outstanding Class C Preferred Units.

1.74 "Liquidating Trustee" means (a) a Person appointed by the Board of Managers and accepted by such Person or (b) such other Person who shall be appointed as a liquidating trustee by any court of competent jurisdiction, in each case in such Person's capacity as a "liquidating trustee" of the Company as defined in the Act.

1.75 "Liquidation Event" means (a) any voluntary and involuntary liquidation, dissolution or winding up of the Company, (b) a conversion, division, merger or consolidation to which the Company is a party or a subsidiary of the Company is a party and the Company issues Units pursuant to such conversion, division, merger or consolidation other than a conversion, division, merger or consolidation in which the Units of the Company immediately prior to such

transaction continue to represent, or are converted into or exchanged for Capital Interests that represent, immediately following such transaction at least a majority by voting power of the Capital Interests of the surviving or resulting entity or if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such division, merger or consolidation, the parent entity of such surviving or resulting entity, (c) the sale, lease, transfer, exclusive license or other disposition of all or substantially all of the assets of the Company and its subsidiaries taken as a whole, (d) the sale or disposition (whether by division, merger, consolidation or otherwise, and whether in a single transaction or a series of related transaction) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company, or (e) the sale or exclusive license of the rights to commercialize dexpramipexole in the United States for any individual indication, including asthma.

1.76 "Liquidation Value" has the meaning set forth in Section 3.2.

1.77 "Majority in Interest" means the Members holding more than fifty percent (50%) of all of the issued and outstanding Units, voting together as a single class or group.

1.78 "Managers" means the members of the Board of Managers.

1.79 "Member" means the owner of a Membership Interest in the Company. The Members of the Company as of the Amendment Effective Date are listed on Exhibit A hereto.

1.80 "Member Nonrecourse Debt" has the same meaning as the term "partner nonrecourse debt" in Section 1.704 2(b)(4) of the Income Tax Regulations.

1.81 "Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Income Tax Regulations Section 1.704 2(i)(3) of the Income Tax Regulations.

1.82 "Member Nonrecourse Deductions" has the same meaning as the term "partner nonrecourse deduction" in Sections 1.704 2(i)(1) and 1.704 2(i)(2) of the Income Tax Regulations.

1.83 "Membership Interest" means a "limited liability company interest" as defined in the Act, and the entire ownership interest in the Company related thereto, including all benefits to which the owner of such interest is entitled under this Agreement and applicable law, together with all obligations of such Person under this Agreement and applicable law with respect to interest in the Company.

1.84 "Merger" has the meaning set forth in the introductory paragraph of this Agreement.

1.85 "Merger Sub" has the meaning set forth in the introductory paragraph of this Agreement.

1.86 "New Securities" means Membership Interests of the Company other than Exempted Securities.

1.87 "Nonrecourse Deductions" has the meaning set forth in Section 1.704 2(b)(1) and 1.704 2(c) of the Income Tax Regulations.

1.88 "Nonrecourse Liability" has the meaning set forth in Section 1.704 2(b)(3) of the Income Tax Regulations.

1.89 "Non-Saturn Holders" means holders of Class P Units who are not Saturn Holders.

1.90 "Notice" has the meaning set forth in Section 4.13(b).

1.91 "Offer" has the meaning set forth in Section 7.2(a).

1.92 "Officer" means each Person designated as an officer of the Company pursuant to and in accordance with the provisions of this Agreement.

1.93 "Original Operating Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

1.94 "Other Members" means the Members holding Other Units.

1.95 "Other Units" means all issued and outstanding Units, other than the Class C Preferred Units and Senior Units.

1.96 "Other Units Percentage Interests" means, with respect to any Other Member, the aggregate number of Other Units held by such Member divided by the total number of issued and outstanding Other Units.

1.97 "Offered Units" has the meaning set forth in Section 7.2(a).

1.98 "Option Period" has the meaning set forth in Section 7.2(c).

1.99 "Partnership Representative" has the meaning set forth in Section 4.7.

1.100 "Percentage Interest" has the meaning set forth in Section 3.5.

1.101 "Person" means any natural person, partnership, limited partnership, trust, estate, association, limited liability company, corporation or any other entity.

1.102 "Preemptive Notice" has the meaning set forth in Section 5.7.

1.103 "President" has the meaning set forth in Section 6.4(d).

1.104 "Proceeding" has the meaning set forth in Section 9.3.

1.105 "Profits" and "Losses," means, for each Allocation Year, an amount equal to the Company's taxable income or loss for such Allocation Year, determined in accordance with

Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments (without duplication):

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses" shall be added to such taxable income;

(b) any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Income Tax Regulations Section 1.704 1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition of "Profits" and "Losses," shall be subtracted from such taxable income or loss;

(c) in the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (a) or (b) of the definition of Gross Asset Value, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such Property differs from its Gross Asset Value;

(e) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Year, computed in accordance with the definition of Depreciation;

(f) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) is required pursuant to Income Tax Regulations Section 1.704 1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's Share, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) notwithstanding any other provision of this definition of "Profits" or Losses," any items which are specially allocated pursuant to Section 4.4 shall not be taken into account in computing Profits or Losses.

The amounts of the items of income, gain, loss or deduction available to be specially allocated pursuant to Section 4.4 shall be determined by applying rules analogous to those set forth in this definition of "Profits" and "Losses."

1.106 "Remaining Units" has the meaning set forth in Section 7.2(c).

1.107 "Qualified Public Offering" means an initial public offering of the Company that results in gross proceeds to the Company of at least $25,000,000.

1.108 "Saturn Class P Unit" has the meaning set forth in Section 3.2, and includes the Saturn Class P Units issued to Saturn Capital, Inc. on the Effective Date (as subsequently transferred to the Saturn Holders) and solely for purposes of the definition of "Unreturned Second Class A Base Amount" and "Unreturned Second Class B Base Amount" shall be deemed to consist of 1,604,375 Class A Preferred Units and 3,793,302 Class B Preferred Units.

1.109 "Saturn Holders" means with respect to the Saturn Class P Units, Saturn Capital, Inc., Saturn Partners Limited Partnership II, and its partners, Saturn Management LLC and up to ten potential transferees of Saturn Management LLC. The current Saturn Holders are listed in Exhibit D hereto.

1.110 "Second Amended and Restated Operating Agreement" has the meaning set forth in the introductory paragraph of this Agreement.

1.111 "Securities Act" means the Securities Act of 1933, as amended.

1.112 "Selling Member" has the meaning set forth in Section 7.2(a).

1.113 "Senior Members" means the Class 1 Senior Members and the Class 2 Senior Members.

1.114 "Senior Units" means the Class 1 Senior Units and the Class 2 Senior Units.

1.115 "Senior Units Percentage Interests" means, with respect to any Senior Member, the aggregate number of Senior Units held by such Member divided by the total number of issued and outstanding Senior Units.

1.116 "Standstill Effective Date" has the meaning set forth in Section 7.4.

1.117 "Standstill Notice" has the meaning set forth in Section 7.4.

1.118 "Standstill Period" has the meaning set forth in Section 7.4.

1.119 "Subsidiary" means, with respect to the Company or any other Person, any Person of which the Company (or such other Person) owns securities having a majority of the voting power in electing the board of directors or managers or other governing Person or body directly or through one or more Subsidiaries (or, in the case of a partnership, limited liability company or other similar entity, securities conveying, directly or indirectly, a majority of the economic interests in such partnership or entity), including any Person of which the Company (or such other Person) or any Subsidiary serves as general partner or managing member.

1.120 "Subsidiary Shares" has the meaning set forth in Section 7.2(b).

1.121 "Third Party Purchaser" has the meaning set forth in Section 7.2(c).

1.122 "Transfer" means any sale, conveyance, encumbrance, pledge or other transfer, whether voluntary, involuntary or by operation of law.

1.123 "Units" means a Membership Interest in the Company represented by and expressed in terms of measurement as a Unit (including all classes of Currently Defined Units).

1.124 "Unpaid Class A Accrued Return" of any Initial Class A Preferred Unit means, as of any date of determination, an amount, not less than zero, equal to the excess, if any, of (i) the aggregate Class A Accrued Return on such Initial Class A Preferred Unit; over (ii) the portion of the distributions made by Knopp on the Effective Date with respect to the Series A Preferred Stock that was converted into the relevant Initial Class A Preferred Unit not in excess of the Class A Accrued Return with respect to such Initial Class A Preferred Unit.

1.125 "Unpaid Class B Accrued Return" of any Initial Class B Preferred Unit means, as of any date of determination, an amount, not less than zero, equal to the excess, if any, of (i) the aggregate Class B Accrued Return on such Initial Class B Preferred Unit; over (ii) the portion of the distributions made by Knopp on the Effective Date with respect to the Series B Preferred Stock that was converted into the relevant Initial Class B Preferred Unit not in excess of the Class B Accrued Return with respect to such Initial Class B Preferred Unit.

1.126 "Unpaid Class C Preferred Accrued Return" means, with respect to any Class C Preferred Unit, an amount equal to the excess, if any, of (a) 6% per annum (non-compounded) on the Unreturned Class C Preferred Capital Contribution, over (b) the sum of all prior distributions to such Class C Preferred Unit pursuant to Section 4.2(a)(i) hereof.

1.127 "Unreturned Class A Base Amount" of any Initial Class A Preferred Unit means, as of any date of determination, an amount equal to the excess, if any, of (i) one dollar ($1.00); over (ii) the portion of the distributions made by Knopp on the Effective Date with respect to the Series A Preferred Stock that was converted into the relevant Initial Class A Preferred Unit that exceeds the Class A Accrued Return with respect to such Initial Class A Preferred Unit.

1.128 "Unreturned Class B Base Amount" of any Class B Preferred Unit means, as of any date of determination, an amount equal to the excess, if any, of (i) one dollar and ninety-cents ($1.90); over (ii) the portion of the distributions made by Knopp on the Effective Date with respect to the Series B Preferred Stock that was converted into the relevant Initial Class B Preferred Unit that exceeds the Class B Accrued Return with respect to such Initial Class B Preferred Unit.

1.129 "Unreturned Second Class A Base Amount" of any Class A Preferred Unit and Saturn Class P Unit designated as a Class A Preferred Unit means, as of any date of determination, an amount equal to the excess, if any, of (i) one dollar ($1.00) over (ii) the aggregate amount of distributions made by the Company prior to the relevant date of determination with respect to such Class A Preferred Unit or Saturn Class P Unit designated as a Class A Preferred Unit pursuant to Sections 4.2(b)(iv), 4.2(b)(v) and the amount of any suspended distribution with respect to a Saturn Class P Unit under Section 4.2(h) hereof, as applicable.

1.130 "Unreturned Second Class B Base Amount" of any Class B Preferred Unit and Saturn Class P Unit designated as a Class B Preferred Unit means, as of any date of determination, an amount equal to the excess, if any, of (i) one dollar and ninety-cents ($1.90); over (ii) the aggregate amount of distributions made by the Company prior to the relevant date of determination with respect to such Class B Preferred Unit or Saturn Class P Unit designated as a Class B Preferred Unit pursuant to Sections 4.2(b)(iv), 4.2(b)(v) and the amount of any suspended distribution with respect to a Saturn Class P Unit under Section 4.2(h) hereof, as applicable.

1.131 "Unreturned Class C Preferred Capital Contribution" means, for each Class C Preferred Unit, as of any date of determination, an amount equal to the excess, if any, of (a) $1.20; over (b) the aggregate amount of distributions made by the Company with respect to such Unit under Section 4.2(a)(ii); subject to adjustment (if at all) pursuant to Section 5.8 hereof.

1.132 "Unreturned Senior Capital Contribution" means, for each Senior Unit, as of any date of determination, an amount equal to the excess, if any, of (i) the aggregate Capital Contributions made with respect to such Senior Unit, over (ii) the aggregate amount of distributions made by the Company prior to such time with respect to such Senior Unit pursuant to Section 4.2(a)(i) hereof.

2. ESTABLISHMENT AND TERMS OF THE COMPANY

2.1 Formation.

The Members hereby ratify the formation of a limited liability company under the Act.

2.2 Name.

The name of the Company shall be "Knopp Biosciences LLC". The Company may have a different name, or one or more fictitious names from time to time, as established by the Board of Managers. The Board of Managers shall file, or cause to be filed, any assumed name certificates and similar filings, and any amendments thereto, that are required by law or regulation or that it otherwise considers appropriate or advisable. The Members agree to cooperate with each other to allow the Company to obtain all necessary approvals of the Secretaries of State where such approvals are deemed necessary or appropriate and any other regulatory agencies, the approval of which is necessary to conduct the Business.

2.3 Principal Office and Place of Business.

The principal office of the Company and the place at which the records shall be maintained shall be 2100 Wharton Street, Suite 615, Pittsburgh, PA 15203, or such other location as may hereafter be determined by the Board of Managers, from time to time.

2.4 Term.

The term of the Company commenced as of the Formation Date and shall continue until dissolved and liquidated in accordance with the terms of this Agreement. The existence of the

Company as a separate legal entity shall continue until the cancellation of the Certificate in accordance with the Act.

2.5 Purpose.

The purposes of the Company shall be (a) to engage in the Business, (b) to own, operate, finance, develop and dispose of such Business or any portion thereof, and (c) to make, enter into and perform any contracts and other undertakings, and to engage in any activities and transactions as may be ancillary to or necessary or advisable to carry out such Business. The business of the Company shall also include (i) engaging in such other businesses or activities in which limited liability companies may engage under the Act and the taking of such other actions as may be necessary, desirable or conducive to the accomplishment of the purposes of this Agreement and the Company, (ii) entering into, performing and carrying out of contracts, leases, rentals, exchanges of property or rights of any kind, and (iii) borrowing money or otherwise incurring debt which is necessary for or in connection with or incidental or convenient to the accomplishment of any of the purposes of the Company. The Company shall have all powers that may be exercised by a limited liability company under the Act.

2.6 Certificate.

The CEO filed for recordation of the Certificate, and the CEO or any other Manager or Officer designated by the Board of Managers shall file for recordation any and all amendments to the Certificate, required by law to be filed and recorded hereafter for any reason, in such office or offices as are required under the laws of the State of Delaware or under the laws of any state in which the Company is or should be qualified to do business as a foreign limited liability company. The CEO shall also promptly register the Company under any assumed or fictitious name, statute or similar law, if any, in force and effect in each state in which the Company is qualified to do business. The CEO shall do all other acts and things that may now or hereafter be required for the perfection and continuing maintenance of the Company as a limited liability company under the laws of the State of Delaware and under the laws of any state in which the Company is or should be qualified to do business as a foreign limited liability company.

2.7 Qualification.

The Company shall exist under the laws of the State of Delaware and, to the extent that the business of the Company is conducted in any jurisdiction other than Delaware, the Company shall qualify to do business under the laws of such other jurisdiction to the extent necessary or desirable to do business in such jurisdiction as required by applicable law.

2.8 Governing Act.

The Company was organized pursuant to the Act. Except as otherwise provided in this Agreement, all rights, liabilities, and obligations of the Members, both as between themselves and with respect to Persons not parties to this Agreement, shall be as provided in the Act, and this Agreement shall be construed in accordance with the provisions of the Act. To the extent that the rights or obligations of a Member are different by reason of any provision of this Agreement from what they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2.9 Property.

All assets and property, whether real, personal or mixed, tangible or intangible, including contractual rights and leasehold interest, owned or possessed by the Company shall be held or possessed in the name of the Company. All such assets, property, rights and interests shall be deemed to be owned or possessed by the Company as an entity. No Member shall have any separate ownership interest in such assets, property, rights or interests. Each Member's interest in the Company is personal property for all purposes.

3. CONTRIBUTIONS TO CAPITAL/UNITS

3.1 Initial Capital Contributions of the Initial Members.

Effective as of August 23, 2010, by virtue of the Merger, the Initial Members contributed, transferred, assigned and delivered to the Company, or caused to be contributed, transferred, assigned, and delivered to the Company, free and clear of any liens or encumbrances, those shares of Knopp set forth on Exhibit A opposite each Initial Member's name. In consideration for such Capital Contributions, the Company issued to each of the Initial Members the number of Units designated as "Common Units", "Class A Preferred Units" and "Class B Preferred Units" indicated in Exhibit A hereto. Each Initial Member's initial Capital Account has been determined based on each of such Initial Member's economic interest in the Company taking into account the provisions of Section 4.2 hereto. For the avoidance of doubt, an Initial Common Unit shall be treated as a Common Unit for all purposes of this Agreement. The number of Common Units held by each Member that are also designated as Initial Common Units are indicated in Exhibit A hereto.

3.2 Class P Units.

Effective as of August 23, 2010, by virtue of the Merger, (a) each of the issued and outstanding options to purchase Common Stock of Knopp has been converted into the right to receive one (1) non-assessable membership interest designated as "Class P Unit" of the Company plus a certain surrender fee, (b) warrants to purchase Series A Preferred Stock or Series B Preferred Stock of Knopp have been converted into the right to purchase Class A Preferred Units and Class B Preferred Units and (c) Saturn Capital, Inc. received non-assessable membership interests designated as "Saturn Class P Units" of the Company (which were subsequently transferred to the Saturn Holders) plus a certain amendment fee, as agreed upon the parties. The Company may, from time to time, at the discretion of the Board of Managers, issue additional membership interests designated as "Class P Units" to its or its Subsidiaries' employees, consultants and other service providers, as an incentive to the recipients of such Units to focus on long-term performance of the Company and that of its Subsidiaries. It is intended by the Members that all Class P Units and Saturn Class P Units granted in accordance with this Agreement be treated as "profits interests" for United States federal income tax purposes. Accordingly, upon the initial grant of Class P Units and Saturn Class P Units and immediately following the adjustment of the Gross Asset Values of the Company assets and Capital Accounts required by Section 1.56(b)(iv) hereof, the Liquidation Value of and initial Capital Account attributable to such Class P Units and Saturn Class P Units will be zero. For purposes of this Agreement, the "Liquidation Value" attributable to Class P Units and Saturn

Class P Units means the amount of cash that the recipient of the Class P Units and Saturn Class P Units would receive with respect to such newly-granted Class P Units or Saturn Class P Units if, immediately after the grant of such Class P Units or Saturn Class P Units, the Company sold all of its assets (including goodwill, going concern value, and any other intangibles associated with the Company's operations) for cash equal to fair market value of those assets (as determined by the Board of Managers consistently with the determination of Gross Asset Value) and liquidated in accordance with the provisions of Section 8.3 hereof. A recipient of Class P Units that are subject to a substantial risk of forfeiture pursuant to Income Tax Regulations Section 1.83-3(c), as a condition to receipt of such Units, will agree to file a timely election (and provide the Company with a copy of such election) in accordance with the provisions of Code Section 83(b) with respect to such Class P Units. For the avoidance of doubt, an Initial Class P Unit shall be treated as a Class P Unit for all purposes of this Agreement. The number of Class P Units held by each Member (whether or not designated as Initial Class P Units), as of the date of this Agreement, is set forth in Exhibit A hereto.

3.3 Class 1 Senior Units and Class C Preferred Units.

The Company issued Units of membership interests designated as "Class 1 Senior Units" to the Class 1 Senior Members as set forth in Exhibit A. The list of Class 1 Senior Members, the aggregate Capital Contributions of each Class 1 Senior Member, and the number of Class 1 Senior Units issued by the Company to each Class 1 Senior Member, as of the date of this Agreement, are set forth next to each Class 1 Senior Member's respective name on Exhibit A. Effective as of the first closing of the Company's Class C Preferred Unit Purchase Agreement, dated as of the date hereof, the Company has issued Units of membership interests designated as "Class C Preferred Units" to the Investors and the holders of Convertible Notes (as such terms are defined therein), as Class C Members in respect thereof. The list of Class C Preferred Members, the aggregate Capital Contributions of each Class C Preferred Member, and the number of Class C Preferred Units issued by the Company to each Class C Preferred Member, as of the date of this Agreement, are set forth next to each Class C Preferred Member's respective name on Exhibit A.

3.4 Additional Contributions.

The Company may, from time to time, at the discretion of the Board of Managers, and subject to the provisions of this Agreement, admit additional Members by creating and issuing additional Units designated as "Common Units", "Class 1 Senior Units", "Class 2 Senior Units", "Class A Preferred Units", "Class B Preferred Units", "Class C Preferred Units" and any other classes of Units as approved by the Board (subject to any required approvals expressly set forth in this Agreement). Each such purchaser of Units shall contribute to the capital of the Company an amount in cash or in immediately available funds, or in-kind contribution, to be determined by the Board of Managers for each Unit subscribed for by such Member upon execution of the Agreement, or a joinder to the Agreement, and such other documentation requested from time to time by the Company, and acceptance thereof by the Company as Capital Contributions. Each Member's Capital Account will be credited by the amount of such Capital Contributions. Except for the Capital Contributions described in Section 3.1 above, no Member shall be required to contribute capital to the Company. However, a Member may make additional Capital Contributions to the Company if approved by the Board of Managers and the other requirements

of this Agreement are met. Upon the admission of any additional Members in accordance of this Agreement, Exhibit A to this Agreement shall be appropriately amended without the requirement to obtain the consent or approval of any party.

3.5 Percentage Interests.

The percentage ownership interest of each Member in the Company (the "Percentage Interests") shall be equal to the total number of Units held by such Member divided by the total number of Units held by all Members. When the Percentage Interest of a Member of a particular class is referred to in this Agreement (e.g., a "Class A Preferred Percentage Interest", or a "Common Unit Percentage Interest"), such Percentage Interest shall be equal to the total number of Units of the relevant Unit class held by such Member divided by the total number of Units of such Unit class held by all Members. The "Initial Common Unit Percentage Interest" of a Member shall be equal to the total number of Common Units designated as Initial Common Units held by such Member divided by the total number of such Initial Common Units held by all Members. The "Initial Class P Unit Percentage Interest" of a Member shall be equal to the total number of Class P Units designated as Initial Class P Units held by such Member divided by the total number of such Initial Class P Units held by all Members. The Company shall maintain a correct record of all Members, their Unit ownership and their Percentages Interests.

3.6 Return of Capital.

Except as provided in this Agreement, no Member shall receive a return of or reduction on its Capital Contribution and no Member shall have a priority over any other Member either as to a return of its Capital Contribution or distributions of cash made by the Company. No interest shall be paid to any Member on such Member's Capital Account.

3.7 Borrowing.

If at any time and from time to time the Company has need of additional funds in excess of any reserves to carry out the business of the Company or to pay any of its obligations, expenses, costs, liabilities or expenditures (including operating deficits), the Company may borrow such funds, with interest payable at rates then prevailing for loans of the same nature, from commercial banks or other financial institutions or other Persons.

4. TAX/ACCOUNTING/DISTRIBUTIONS

4.1 Capital Accounts.

A single capital account ("Capital Account") shall be maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited (i) such Member's Capital Contributions, (ii) such Member's distributive share of the items in the nature of income or gain that are allocated to such Member pursuant to Sections 4.3 and 4.4 hereof, and (iii) the amount of any Company liabilities assumed by such Member or that are secured by any property distributed to such Member. The principal amount of a promissory note that is not readily traded on an established securities market and that is contributed to the Company by the

maker of the note (or a Member related to the maker of the note within the meaning of Income Tax Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Member until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Income Tax Regulations Section 1.704-1(b)(2)(iv)(d)(2),

(b) From each Member's Capital Account there shall be debited (i) the amount of money and the Gross Asset Value of any property distributed to such Member pursuant to any provision of this Agreement, (ii) such Member's distributive share of items in the nature of expenses, deductions or losses that are allocated to such Member pursuant to Sections 4.3 and 4.4 hereof, and (iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company,

(c) In the event Units are Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Units, and

(d) In determining the amount of any liability for purposes of subparagraphs (a) and (b) above there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Income Tax Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Income Tax Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Income Tax Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or any Members) are computed, the Board of Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributed to any Person pursuant to Section 8.3 hereof upon the dissolution of the Company. The Board of Managers also shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Income Tax Regulations Section 1.704-1(b)(2)(iv)(q).

4.2 Distributions.

(a) Subject to the provisions of this Section 4.2, the Board of Managers shall have sole discretion regarding the amount and timing of distributions to the Members. Subject to the other provisions of this Section 4.2, all distributions shall be made in the order and priority set forth in this Section 4.2(a):

(i) First, to the holders of Class C Preferred Units, *pro rata*, in proportion to and to the extent of the Unpaid Class C Preferred Accrued Return that relates to the Class C Preferred Units held by them.

(ii) Second, to the holders of Class C Preferred Units, *pro rata*, in proportion to and to the extent of the Unreturned Class C Preferred Capital Contribution.

(iii) Thereafter, (i) the holders of Class C Preferred Units will receive their Percentage Interests of all distributions, and (ii) the remaining portion of such distributions will be made to the holders of the Senior Units and the Other Units in accordance with Sections 4.2(b) and 4.2(c) hereof.

(b) Subject to the provisions of this Section 4.2, all distributions to the holders of Senior Units and Other Units under Section 4.2(b) have been and shall be made in the order and priority set forth below (and, for the avoidance of doubt, the parties intend that for purposes of applying the following priorities, the distributions made from time to time under this Section 4.2(b), Section 4.2(c), Section 4.2(d), Section 4.2(f) and Section 4.2(i) shall be given cumulative effect, as described in Section 4.2(d) as provided in Section 4.2(i)):

(i) First, to the Senior Members, *pro rata* in proportion to and to the extent of the Unreturned Senior Capital Contribution with respect to the Senior Units held by each Senior Member.

(ii) Second, to the holders of all Other Units in accordance with the order and priority set forth in Section 4.2(c) below, until the aggregate distributions made pursuant to this Section 4.2(b)(ii) equals (A) the aggregate Capital Contributions made with respect to the Senior Units divided by the Limited Percentage Interest represented by the Senior Units at the time of distribution to the Senior Units pursuant to Section 4.2(b)(i) above, minus (B) the aggregate Capital Contributions made with respect to the Senior Units.

(iii) Third, (A) to the Senior Members, in an aggregate amount equal to (x) the aggregate amount of the distributions to be made pursuant to this Section 4.2(b)(iii) multiplied by (y) the Limited Percentage Interest represented by the Senior Units; *pro rata* in proportion to their Senior Unit Percentage Interests; and (B) the remaining amount to the Other Members, in accordance with Section 4.2(c).

(c) Subject to the provisions of this Section 4.2, all distributions to the holders of Other Units under Section 4.2(c) have been and shall be made in the order and priority set forth below (and, for the avoidance of doubt, the parties intend that for purposes of applying the following priorities, the distributions made from time to time under this Section 4.2(c), Section 4.2(d), Section 4.2(f) and Section 4.2(i) shall be given cumulative effect, as described in Section 4.2(d) as provided in Section 4.2(i)):

(i) First, to the Initial Class A Preferred Members and Initial Class B Preferred Members *pro rata* in proportion to and to the extent of the Unpaid Class A Accrued Return and Unpaid Class B Accrued Return that relates to the Initial Class A Preferred Units and Initial Class B Preferred Units held by each Initial Class A Preferred Member and Initial Class B Preferred Member.

(ii) Second, to the Initial Class A Preferred Members and Initial Class B Preferred Members *pro rata* in proportion to and to the extent of the Unreturned Class A Base Amount and Unreturned Class B Base Amount that relates to the Initial Class A Preferred Units and Initial Class B Preferred Units held by each Initial Class A Preferred Member and Initial Class B Preferred Member.

(iii) Third, to the Common Members *pro rata* in proportion to their Common Unit Percentage Interests until the aggregate amount of distributions made to the Common Members pursuant to this Section 4.2(c)(iii) equals $11,324,025 minus an amount equal to the amount of distributions made by Knopp on the Effective Date to the Common Members with respect to the Common Stock that was converted into the Common Units.

(iv) Fourth, to the Class A Preferred Members, Class B Preferred Members, and, subject to limitations of Section 4.2(i) hereof, the Saturn Holders *pro rata* in proportion to the Unreturned Second Class A Base Amount and Unreturned Second Class B Base Amount that relates to the Class A Preferred Units, Class B Preferred Units and the Saturn Class P Units held by each Class A Preferred Member, Class B Preferred Member and Saturn Holder, until the aggregate amount of current and all prior distributions to the Class A Preferred Members, Class B Preferred Members and Saturn Holders pursuant to this Section 4.2(c)(iv) and the amount of any distributions with respect to a Saturn Holder that are suspended under Section 4.2(i) equals the excess of (x) $11,324,025 divided by the Aggregate Initial Common Unit Percentage Interest over (y) the sum of $11,324,025.

(v) Fifth, (A) to the Common Members, in an aggregate amount equal to (x) the aggregate amount of the relevant distribution to be made pursuant to this Section 4.2(c)(v) multiplied by (y) the Aggregate Common Unit Percentage Interest; *pro rata* in proportion to their Common Unit Percentage Interests; (B) subject to the limitations described in Section 4.2(h) below, to the Non-Saturn Class P Members, in an aggregate amount equal to (x) the aggregate amount of the relevant distribution to be made pursuant to this Section 4.2(c)(v) multiplied by (y) the Aggregate Class P Unit Percentage Interest; *pro rata* in proportion to their Class P Unit Percentage Interests; and (C) the remainder of the relevant distribution to the Class A Preferred Members, Class B Preferred Members and, subject to the limitations of Section 4.2(i) hereof Saturn Holders *pro rata* in proportion to and to the extent of the Unreturned Second Class A Base Amount and Unreturned Second Class B Base Amount that relates to the Class A Preferred Units, Class B Preferred Units and Saturn Class P Units held by each Class A Preferred Member, Class B Preferred Member and Saturn Holder (for the avoidance of doubt, distributions made to the Members pursuant to this Section 4.2(c)(v) shall cease at such time as the Unreturned Second Class A Base Amount and Unreturned Second Class B Base Amount of each Class A Preferred Member, Class B Preferred Member and Saturn Holder are reduced to zero).

(vi) Sixth, (A) subject to the limitations described in Section 4.2(i) below, to the Initial Class P Members, in an aggregate amount equal to the product of: (x) the aggregate amount of the relevant distribution to be made pursuant to this Section 4.2(c)(vi); multiplied by (y) an amount expressed as a percentage equal to (1) the Aggregate Initial P Unit Percentage Interest of such Holders divided by (2) an amount expressed as a percentage equal to the sum of the Aggregate Initial P Unit Percentage Interest plus the Aggregate Initial Common Unit Percentage Interest; *pro rata* in proportion to their Initial Class P Unit Percentage Interests; and (B) the remainder to the Initial Common Members, *pro rata* in proportion to their Initial Common Unit Percentage Interests, until the aggregate amount of current and all prior distributions to the Initial Common Members pursuant to Sections 4.2(c)(iii), 4.2(c)(v) (including any distributions made by Knopp to the Common Members on the Effective Date with respect to the Common Stock that was converted into the Initial Common Units), and this Section 4.2(c)(vi) received solely with respect to their Initial Common Units (and Common Stock, as

described above) equals the product of (x) the aggregate amount of distributions made to the Initial Common Members, Class A Preferred Members, Class B Preferred Members and Saturn Holders with respect to their Initial Common Units, Class A Preferred Units, Class B Preferred Units and Saturn Class P Units pursuant to Sections 4.2(c)(ii), 4.2(c)(iii), 4.2(c)(iv), 4.2(c)(v) and this Section 4.2(c)(vi) (including all distributions made by Knopp on the Effective Date with respect to the Series A Preferred Stock, Series B Preferred Stock and Common Stock, except those described in Section 4.2(c)(i)); multiplied by (y) the Aggregate Initial Catch-Up Common Unit Percentage Interest.

(vii) Seventh, subject to the limitations described in Section 4.2(i) below, to the Other Members *pro rata* in proportion to their respective Other Units Percentage Interests.

For purposes of determining whether the Preferred Catch up in Section 4.2(c)(iv), the Unreturned Second Base Amount in Section 4.2(c)(v) and the Common Catch up in Section 4.2(c)(vi) have been satisfied any distributions to Saturn Holders that are suspended or not permitted pursuant to Section 4.2(i) shall be treated as having been made.

An example illustrating the application of this Section 4.2 is attached to this Agreement as Exhibit C hereto. In connection with the Merger, distributions under Sections 4.2(c)(i), (ii) and (iii) were satisfied and no further distributions pursuant to such sections shall be made under this Agreement.

(d) Subject to applicable law and to any restrictions contained in any agreement to which the Company is bound and notwithstanding the provisions set forth under Sections 4.2(a), 4.2(b) and 4.2(c) above, the Company shall, to the extent commercially reasonable, make quarterly distributions in cash to each Member in an amount equal to the excess, if any, of (i) the product of (A) the aggregate cumulative net taxable income allocated by the Company to the Member for the current Allocation Year (with any prior taxable losses allocated by the Company to such Member for the current Allocation Year reducing such aggregate cumulative net taxable income), in each case based upon (1) the information returns filed by the Company, as amended or adjusted to date, and (2) estimated amounts, in the case of periods for which the Company has not yet filed information returns, multiplied by (B) the combined maximum effective United States federal and state income tax rate applicable to an individual residing in the Commonwealth of Pennsylvania; less (ii) all prior distributions made to the Members with respect to the current Allocation Year pursuant to this Section 4.2. All distributions made to a Member pursuant to this Section 4.2(d) in respect of Units held by such Member shall be treated as advance distributions in respect of those Units under the particular subsections of Sections 4.2(a), 4.2(b) and 4.2(c) that pertain or apply to the net taxable income that gave rise to the Tax Distribution in question, and such distributions shall be taken into account in determining the amount subsequently distributable in respect of such Units under those particular subsections of Sections 4.2(a), 4.2(b) and 4.2(c).

(e) The Board of Managers may cause the Company to distribute securities and other non-cash items to the Members, at such times and in such amounts as it may, in its sole and absolute discretion, deem appropriate; provided, however, that no distribution of securities or other non-cash items shall be made to any Member if such distribution would cause such

Member to be in violation of any applicable law. The fair market value of such distributions shall be determined by the Board of Managers in good faith. Immediately prior to such distributions, the Capital Accounts of the Members shall be adjusted to reflect the manner in which the unrealized income, gain, loss and deduction inherent in such property (to the extent not previously so reflected) would be allocated among the Members had there been a taxable disposition of such property at its fair market value on the date of distribution.

(f) The Company shall withhold taxes from distributions to, and allocations among, the Members to the extent required by applicable law (as determined by the Company in its reasonable discretion). Except as otherwise provided in this Section 4.2(f), any amount so withheld by the Company with regard to a Member shall be treated for purposes of this Agreement as an amount distributed to such Member. All such distributions made to a Member pursuant to this Section 4.2(f) in respect of Units held by such Member shall be treated as advance distributions in respect of those Units under the particular subsections of Sections 4.2(a), 4.2(b) or 4.2(c) that pertain or apply to the net taxable income that gave rise to the withholding obligation in question, and such distributions shall be taken into account in determining the amount subsequently distributable in respect of such Units under those particular subsections of Sections 4.2(a), 4.2(b) or 4.2(c). An amount shall be considered withheld by the Company if, and at the time, remitted to a governmental agency without regard to whether such remittance occurs at the same time as the distribution or allocation to which it relates; provided, however, that an amount actually withheld from a specific distribution or designated by the Company as withheld from a specific allocation shall be treated as if distributed at the time such distribution or allocation occurs.

(i) To the extent that operation of Section 4.2(f) would create a negative balance in the Capital Account of a Member or increase the amount by which such Capital Account balance is negative, the amount of the deemed distribution shall instead be treated as a loan by the Company to such Member, which loan shall be payable upon demand by the Company and shall bear interest at a floating rate equal to the prime rate as published from time to time by *The Wall Street Journal*, compounded daily.

(ii) Each Member hereby agrees to indemnify the Company, and the other Members, for any liability they may incur for failure to properly withhold taxes in respect of such Member; moreover, each Member hereby agrees that neither the Company nor any other Member shall be liable for any excess taxes withheld in respect of such Member's interest in the Company and that, in the event of overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate governmental authority.

(g) Except as expressly provided in the Agreement or otherwise agreed by the Members, no Member shall be entitled to withdraw capital or to receive distributions of or against capital. Each Member shall look solely to the assets of the Company for return of such Member's Capital Contribution to the Company.

(h) Notwithstanding anything to the contrary in this Section 4.2 (excluding Sections 4.2(d) and 4.2(f) hereof), the Board of Managers shall use their best efforts to ensure that no distributions are made to any Member pursuant to Section 4.2 which would cause or increase an Adjusted Capital Account Deficit with respect to such Member (after proper

adjustment is made to such Capital Accounts to reflect the anticipated allocations of Profits and Losses with respect to the operations of the Company).

(i) Notwithstanding anything to the contrary in Sections 4.2(c)(iv), 4.2(c)(v), 4.2(c)(vi) and 4.2(c)(vii), no distribution shall be made pursuant to Sections 4.2(c)(iv), 4.2(c)(v), 4.2(c)(vi) or 4.2(c)(vii) with respect to any Class P Unit or Saturn Class P Unit to the extent that such distribution would exceed the Available Profits of the Company that are properly attributable to such Class P Unit or Saturn Class P Unit. Notwithstanding anything to the contrary in Sections 4.2(c)(iv), 4.2(c)(v), 4.2(c)(vi) and 4.2(c)(vii), distributions shall not be made with respect to the Saturn Class P Units until the cumulative amount of distributions that would be made with respect to such Saturn Class P Units under this Agreement exceeds $3,700,000. At such time as the cumulative amount of distributions that would be made with respect to the Saturn Class P Units exceeds $3,700,000 distributions shall be made on such Saturn Class P Units in accordance with the terms of Section 4.2(c). For the avoidance of doubt, the Saturn Class P Units shall not be entitled to any catch-up or make-whole provisions with respect to the $3,700,000 of distributions that were not made in accordance with this Section 4.2(i). The gross amount of allocations to the Class P Units and the Saturn Class P Units as a group and among the Members generally pursuant to Sections 4.2(c)(iv) 4.2(c)(v), 4.2(c)(vi) and 4.2(c)(vii) shall be adjusted proportionally, as determined by the Board of Managers, to take into account the limitations of this Section 4.2(i). The application of this Section 4.2(i) shall be made in a manner consistent with the characterization of the Class P Units and Saturn Class P Units as "profits interests" as described in Section 3.2 hereof. Any distribution suspended pursuant to this Section 4.2(i) shall be distributed prior to any other distribution required by this Agreement if, and to the extent that, the Company recognizes Available Profits in any subsequent Allocation Year. Such suspended distributions shall be distributed *pro rata* in accordance with the relative amounts of suspended distributions and shall be treated as a distribution under the applicable provisions of Section 4.2(c).

4.3 Allocations of Profits and Losses.

After taking into account any special allocations pursuant to Sections 4.4 and 4.5 hereof, all items of income, gain, loss, expense, deduction and credit of the Company included in Profits and Losses for any Allocation Year shall be allocated among the Members in such a manner that, to the maximum extent possible, the Capital Account of each Member immediately following such allocation is, as nearly as possible, equal to the amount that the Company would distribute among the Members if (a) the Company were to sell the assets of the Company for their current Gross Asset Values, (b) all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Values of the assets securing such liability), and (c) the Company were to distribute the proceeds of sale pursuant to Sections 4.2(a), 4.2(b) and 4.2(c) after taking into account all prior distributions made pursuant to Section 4.2. For purposes of applying the provisions of this Section 4.3, each Member's Capital Account shall be increased by the sum of each Member's allocable share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain.

4.4 Special Allocations.

The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. Except as otherwise provided in Section 1.704 2(f) of the Regulations, notwithstanding any other provision of this Section 4, if there is a net decrease in Company Minimum Gain during any Allocation Year, each Member shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Income Tax Regulations Section 1.704 2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704 2(f)(6) and 1.704 2(j)(2) of the Income Tax Regulations. This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704 2(f) of the Income Tax Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. Except as otherwise provided in Section 1.704 2(i)(4) of the Income Tax Regulations, notwithstanding any other provision of this Section 4, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to Member Nonrecourse Debt during any Allocation Year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704 2(i)(5) of the Income Tax Regulations, shall be specially allocated items of Company income and gain for such Allocation Year (and, if necessary, subsequent Allocation Year) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Income Tax Regulations Section 1.704 2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704 2(i)(4) and 1.704 2(j)(2) of the Income Tax Regulations. This Section 4.4(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704 2(i)(4) of the Income Tax Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Sections 1.704 1(b)(2)(ii)(d)(4), 1.704 1(b)(2)(ii)(d)(5) or 1.704 1(b)(2)(ii)(d)(6) of the Income Tax Regulations, items of Company income and gain shall be specifically allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Income Tax Regulations, the Adjusted Capital Account Deficit of the Member as quickly as possible; provided that an allocation pursuant to this Section 4.4(c) shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 4.4 have been tentatively made as if this Section 4.4(c) were not in this Agreement.

(d) Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any Allocation Year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to the penultimate sentences of Income Tax Regulations Sections 1.704 2(g)(1) and 1.704 2(i)(5), each such Member shall be specifically allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.4(d) shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations

provided for in this Section 4 have been made as if Section 4.4(c) and this Section 4.4(d) were not in this Agreement.

(e) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Year shall be allocated among the Members in accordance with the Members' interests in the Company consistent with the provisions in Regulation Section 1.704 2(e).

(f) Member Nonrecourse Deductions. Any Member Nonrecourse Deductions for any Allocation Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Income Tax Regulations Section 1.704 2(i)(1).

(g) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Income Tax Regulations Section 1.704 1(b)(2)(iv)(m)(2) or 1.704 1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its Interest, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event Income Tax Regulations Section 1.704 1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Income Tax Regulations Section 1.704 1(b)(2)(iv)(m)(4) applies.

4.5 Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Board of Managers using any permissible method under Code Section 706 and the Income Tax Regulations thereunder.

(b) The Members are aware of the income tax consequences of the allocations made by this Section 4 and hereby agree to be bound by the provisions of this Section 4 in reporting their shares of Company income and loss for income tax purposes.

(c) Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752 3(a)(3) of the Income Tax Regulations, the Members' interests in the Company's profits are in proportion to their respective Percentage Interests.

4.6 Code Section 704(c); Tax Allocations.

(a) Except as otherwise provided in this Section 4.6, each item of income, gain, loss or deduction of the Company for federal income tax purposes shall be allocated among the Members in the same manner such item is allocated for book purposes pursuant to this Section 4. In accordance with Code Section 704(c) and the Income Tax Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such Property to the Company for federal income tax

purposes and its initial Gross Asset Value (computed in accordance with the definition of Gross Asset Value).

(b) In the event the Gross Asset Value of any Company asset is adjusted pursuant to subparagraph (ii) of the definition of Gross Asset Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Income Tax Regulations thereunder.

(c) Any elections or other decisions relating to such allocations shall be made by the Board of Managers in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.6 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.7 Partnership Representative.

(a) For federal and applicable state and local income tax purposes, Gregory T. Hebrank is hereby designated as the "tax matters partner" under Section 6231(a)(7) of the Code, as in effect prior to its amendment by the Bipartisan Budget Act of 2015 ("BBA"), and the Company's Chief Financial Officer is hereby designated as the "partnership representative" under Section 6223 of the Code for taxable years of the Company beginning after December 31, 2017 (together, the "Partnership Representative"). Each Member expressly consents to such designation and agrees that, upon the request of the Partnership Representative, it will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Partnership Representative is specifically directed and authorized to take whatever steps the Partnership Representative in its sole discretion deems necessary or desirable to perfect such designation, including, without limitation, filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Income Tax Regulations. Expenses incurred by the Partnership Representative in its capacity as the Partnership Representative shall be Company expenses. The Partnership Representative shall keep all Members advised of any dispute the Company may have with any federal, state or local taxing authority and shall provide to the Members prompt notice of any communication to or from, or agreements with, any federal, state or local taxing authority regarding any Company tax return or other Company tax matter.

(b) With respect to any audit of the Company regarding any taxable year of the Company beginning after December 31, 2017, the Partnership Representative shall cause the Company to make a timely election under Section 6226(a)(1) of the Code (a "Push-Out Election") with respect to any imputed underpayment for the reviewed year or years; provided, however, that no Push-Out Election shall be made if the Partnership Representative reasonably determines that such an election is not in the best interests of the Company and the current Members. After such Push-Out Election is made, the Company shall timely furnish to the IRS and to each Person that was a Member of the Company during the reviewed year to which such

underpayment relates a statement (the "Section 6226 Statement") of such Member's share of any adjustment to income, gain, loss, deduction or credit for the reviewed year, as determined in the final Company adjustment. To the extent the Members' respective shares of such adjustments are not determined in the final Company adjustment, the Partnership Representative shall determine such shares based on the allocations described in this Agreement for the reviewed year, which determination shall be made in the reasonable discretion of the Partnership Representative. Each Member receiving a Section 6226 Statement with respect to a reviewed year shall timely report and pay such Member's tax liability imposed by the Code for the Member's taxable year that includes the date on which the Section 6226 Statement was furnished to the Member, which tax liability shall include the "adjustment amounts" described in Section 6226(b)(2) of the Code, including interest determined in the manner and at the underpayment rate specified in Section 6226(c)(2) of the Code and any applicable penalties and additions to tax (which are determined at the Company level under Sections 6221(a) and 6226(c)(1) of the Code but imposed on the Members). Each such Member shall timely provide to the Company such evidence as the Partnership Representative shall reasonably require to establish the Member's compliance with the requirements of Section 6226 of the Code.

(c) To the extent that a Push Out Election is not made or any Member does not comply with its obligations under this Section 4.7, each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any imputed underpayment amount attributable to such Member and paid by the Company as a result of an adjustment with respect to any item of the Company, including any interest or penalties with respect to any such adjustment. Any such imputed underpayment amount that the Partnership Representative cannot attribute to a Member shall be treated as an expense of the Company. Any amount paid on behalf of or with respect to a Member shall constitute a loan by the Company to such Member, which loan shall be repaid by such Member within fifteen (15) days after notice from the Partnership Representative that such payment must be made, unless the Company withholds such amount from a distribution that would otherwise be made to the Member or the Partnership Representative otherwise determines. Each Member hereby unconditionally and irrevocably grants to the Company a security interest in such Member's Interest to secure such Member's obligation to pay to the Company any amounts required to be paid pursuant to this Section 4.7. Each Member shall take such actions as the Company or the Partnership Representative shall request in order to perfect or enforce the security interest created hereunder.

(d) The Partnership Representative may be replaced from time to time by the Board.

4.8 Books and Records.

The Board of Managers shall keep, or cause to be kept, true, exact and complete books of account of the Company's affairs, in which shall be entered fully and accurately minutes of meetings of the Board of Managers and results of each transaction of the Company and of each entity which it controls. The books of account shall be kept on a basis as determined by the Board of Managers. Such books of account, together with all correspondence, papers and other documents, shall be kept at the principal office of the Company and shall be, at all reasonable times, open to the examination of any of the Members or their duly authorized representatives.

Except as otherwise provided herein, all financial books and records of the Company and of each entity which it controls shall be kept and all financial statements furnished to the Members upon request.

4.9 Tax and Financial Reports.

(a) Not later than April 1 after the end of each Allocation Year, if practicable, each Member shall be provided with an information letter with respect to such Member's distributive share of income, Profits, deduction, Losses and credits, as the case may be, for income tax reporting purposes for the previous Allocation Year, together with any other information concerning the Company necessary for the preparation of a Member's income tax return, including Form K-1 for the Company.

(b) The Board of Managers shall cause to be prepared all Federal, state, and local tax returns of the Company for each year for which such returns are required to be filed. The Board of Managers shall promptly notify all other Members of any Company audits by the Internal Revenue Service or any state or local taxing authority.

4.10 Independent Auditor.

The Company's accountant shall be such firm of independent certified public accountants as the Board of Managers may determine from time to time.

4.11 Bank Accounts.

The Company shall maintain bank accounts in such banks or institutions as the Board of Managers from time to time shall select, and such accounts shall be drawn upon by check signed by such Person or Persons, and in such manner, as may be designated by the Board of Managers. All monies of the Company shall be deposited in the bank or other financial institution account or accounts of the Company. Company funds shall not be commingled with those of any other Person.

4.12 Tax Elections.

All tax elections available to the Company for federal, state or local tax purposes shall be made by the Partnership Representative. Notwithstanding the foregoing, except for a Conversion, the Partnership Representative shall not, without the consent of the Board of Managers, cause the Company to be classified as an association taxable as a corporation.

4.13 Incentive Units / Compensatory Units.

(a) The Members agree to apply the provisions of IRS Notice 2005-43 and current proposed Income Tax Regulations related to compensatory partnership interests in determining the tax consequences with respect to the grant and forfeiture of any Class P Units and any other compensatory Units (including, without limitation, Units issued upon exercise of compensatory options or warrants). Upon issuance of final guidance by the IRS relating to the federal income tax treatment of the issuance of Units to a service provider by the Company, each Member authorizes the Board of Managers, in its sole discretion, to amend this Agreement to the

extent necessary to comply with such final guidance; provided that such amendment is not materially adverse to the rights of any Member as compared with the after-tax economic consequences that would result upon application of the current Notice 2005-43 and proposed Income Tax Regulations. Until such final guidance is issued, each Member and the Company agree to treat the recipient of a Unit that is characterized upon issuance by the Company as a "profits interest" for U.S. federal income tax purposes as the owner of such Unit from the date of grant and will not take any position inconsistent with the characterization of such Unit as a profits interest within the meaning of Rev. Proc. 93-27 and Rev. Proc. 2001-43.

(b) By executing this Agreement, each Member authorizes and directs the Partnership Representative to cause the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in IRS Notice 2005-43 (the "Notice") (or any similar guidance that is issued in final form by the IRS) apply to any Units of the Company issued to a service provider by the Company on or after the effective date of such Revenue Procedure (or other similar guidance) in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Partnership Representative is hereby designated as the "partner who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by the Partnership Representative constitutes execution of a Safe Harbor Election in accordance with section 3.03(1) of the Notice. The Company and each Member shall prepare and file all federal income tax returns reporting the income tax effects of each Safe Harbor Interest issued by the Company in a manner consistent with the requirements of the Notice (or similar final guidance). A Member's obligation to comply with the requirements of this Section 4.13(b) shall survive such Member ceasing to be a Member and/or the termination, dissolution, liquidation and winding up of the Company.

(c) For purposes of this Agreement, with respect to any "noncompensatory option" (as defined in Income Tax Regulation Section 1.721-2(f)), the Company will apply rules similar to those set forth in current Treasury Regulations relating to such noncompensatory options, including, without limitation, Treasury Regulations Section 1.704-1(b)(2)(iv)(s) including the requirement of corrective allocations set forth in Treasury Regulation Section 1.704-1(b)(4)(x).

5. MEMBERS

5.1 Existing Members.

The Company was formed by Michael E. Bozik and Knopp Neurosciences, Inc. each of which held, at that time, one membership interest of the Company. Upon consummation of the Merger, (a) the membership interests of Michael E. Bozik and Knopp Neurosciences, Inc. were redeemed by the Company in consideration for payment of $1 to each of such members, and (b) the Initial Members (which include Michael E. Bozik) were admitted as Members, effective contemporaneously with the Merger. The list of Members, as of the Amendment Effective Date, is set forth in Exhibit A hereto.

5.2 Additional Members.

Subject to Sections 5.5, 5.7 and 5.8 of this Agreement, additional Persons may be admitted to the Company as Members, and Units may be issued to those Persons and to existing Members, at any time and from time to time, upon the written approval of the Board of Managers. Such additional Units may have different rights, powers, duties and other terms, including preferences, rights, restrictions and voting rights hereunder, and may be subordinate to, *pari passu* to, or senior to existing series or classes of Units, all as determined and approved solely by the Board of Managers (but subject to Section 5.5). Notwithstanding any other provision of this Agreement to the contrary (including Section 11.8 hereof), the creation and/or issuance of any new series or class of Units in accordance with the terms of this Agreement, and the rights, powers, duties and other terms thereof, may be reflected in an amendment to this Agreement, as determined by the Board of Managers and the Class C Majority, and without any further consent or approval of any other Member or other Person. The holder of a Unit issued by the Company shall have the relative rights, duties and obligations as may be set forth in this Agreement (as so amended, if applicable).

5.3 Equity Plans.

The Board of Managers is authorized to adopt one or more employee ownership incentive plan or other types of bonus or compensation plans upon terms and conditions determined by the Board of Managers. The issuance of any Units under a Company incentive plan shall require the employee to become bound by this Agreement.

5.4 Member Meetings.

Meetings of the Members may be called by (a) the Board of Managers, (b) the CEO, or (c) one or more Members holding, in the aggregate, at least twenty percent (20%) of the issued and outstanding Units, upon no less than three (3) Business Days notice in writing to all Members. Any notice required to be given to any Member under the Act or this Agreement may be waived in writing by the Member entitled to such notice (whether before or after the meeting). A Member's attendance at a meeting shall also constitute a waiver of any required notice to such Member of the meeting unless the Member at the beginning of the meeting objects to holding the meeting or transacting particular business at the meeting. At any meeting, each Member shall have the number of votes that corresponds to the number of its Units. Except as otherwise expressly provided in this Agreement, the holders of all classes of Units with a right to vote hereunder (including Common Units, Class 1 Senior Units, Class 2 Senior Units, Class A Preferred Units, Class B Preferred Units, Class C Preferred Units and Class P Units) shall vote together as a single class of Units on any matter submitted to the Members for a vote or take any action by written consent thereof (or which otherwise may be taken by the Members pursuant to a vote or by written consent). Members may participate in Company meetings by means of conference telephone calls in which all Members participating in the meeting can hear each other. Each Member may vote in person or by telephone or authorize another Member or Members to act for it by proxy. Proxies shall be valid only if in writing. All meetings of the Members shall be held at the principal office of the Company or at such other place as determined by the Board of Managers. At any Company meeting, the presence in person or by telephone or proxy of the Members holding a Majority in Interest shall constitute a quorum.

Except as otherwise expressly provided herein, the business of the Company presented at any meeting shall be decided by a vote of the Members holding a Majority in Interest. Any action required or permitted to be taken at a meeting of the Members or any other actions which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by Members holding the requisite number of Units required to approve the action. Notwithstanding any other provision of this Agreement or the Act to the contrary, Units (or, if applicable, class of Units) shall only have such voting, approval and consent rights expressly provided in this Agreement with respect to such Units (or, if applicable, class of Units) and shall have no other voting, approval or consent rights hereunder or under the Act (including, without limitation, any voting, consent or approval rights that might otherwise apply by default pursuant to the Act).

5.5 Class C Protective Provisions.

At any time when at least 4,166,667 Class C Preferred Units are outstanding, the Company shall not, either directly or indirectly by amendment, merger, division, conversion, consolidation or otherwise, do any of the following without (in addition to any other vote required by this Agreement) the written consent or affirmative vote of the Class C Majority given in writing separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(a) liquidate, dissolve or wind-up the business and affairs of the Company, effect any division, merger, conversion or consolidation or any Liquidation Event, or consent to any of the foregoing other than a merger or conversion which: (i) is required in order to effectuate a Qualified Public Offering to occur promptly thereafter in which (A) the aggregate offering price (net of underwriting discounts and commissions) of the Equity Securities to be sold in conjunction with such Qualified Public Offering is reasonably anticipated by the Board to be at least $50,000,000, and (B) the anticipated offering price of the Equity Securities into which each Class C Preferred Unit (after giving effect to any adjustments resulting from any Anti-Dilution Event under Section 5.8) is to be converted or exchanged in connection with such merger or conversion is reasonably anticipated by the Board to be not less than $3.60, (ii) results in the Equity Securities to be issued in connection therewith to be distributed to the Members in accordance with the terms of Section 7.3(c)(ii) of this Agreement and (iii) with respect which at least 30 days prior written notice is provided to each holder of Class C Preferred Units holding at least 1,000,000 Class C Preferred Units providing in reasonable detail the terms and conditions of such merger or conversion;

(b) amend, alter or repeal any provision of this Agreement or the Certificate of Formation of the Company;

(c) create, or authorize the creation of, or issue or obligate itself to issue any class or series of Membership Interests of the Company not authorized as of the date of this Agreement,

(d) issue any Units other than Exempted Securities;

(e) cause or permit any of its subsidiaries to sell, issue, sponsor, create or distribute any digital tokens, cryptocurrency or other blockchain-based assets (collectively, "Tokens"), including through a pre-sale, initial coin offering, token distribution event or crowdfunding, or through the issuance of any instrument convertible into or exchangeable for Tokens;

(f) purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any Units other than: (i) distributions made in accordance with Section 4.2(d) of this Agreement, or (ii) repurchases of Units from former employees, Officers, directors, consultants or other persons who performed services for the Company or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value; or

(g) increase or decrease the authorized number of Managers constituting the Board of Managers.

5.6 Information Rights.

The Company will deliver to each of the Members:

(a) No later than sixty (60) days after the end of each fiscal quarter, an unaudited balance sheet of the Company as at the end of such quarter and unaudited statements of income, cash flows and member's equity of the Company for such fiscal quarter and for the current year to the end of such fiscal quarter; and

(b) No later than one hundred and eighty (180) days after the end of each Allocation Year, a reviewed or audited balance sheet of the Company as at the end of such Allocation Year and reviewed or audited statements of income, cash flows and member's equity of the Company for the year then ended, prepared in accordance with GAAP.

5.7 Maintenance Rights.

If the Company proposes to sell any New Securities, it shall give each Member written notice (a "Preemptive Notice") of its intention, which notice shall describe in reasonable detail the type of New Securities to be issued or sold, and the consideration and the terms upon which the Company proposes to issue the New Securities. Each Member shall have fifteen (15) days from the date of receipt of the Preemptive Notice to notify the Company of its election to purchase all or part of such Member's Percentage Interest in such New Securities by giving written notice to such effect to the Company (or such longer period of time as determined by the Company). Failure to give written notice to the Company within such 15-day period, time being of the essence, shall constitute a waiver of the right to purchase the New Securities described in such Preemptive Notice. At the closing of the transactions contemplated in the Preemptive Notice, the Company shall sell to each Member the New Securities, if any, which such holder has elected to purchase; provided, however, that, the Company may withdraw an offer at any time in its sole and absolute discretion. The Company may sell any New Securities which the Members have not elected to purchase, provided that the consideration paid for and the other terms upon which such New Securities are sold shall not be more favorable to the prospective purchaser(s) than those specified in the Preemptive Notice. Any issuance or sale of New

Securities made other than in accordance with the foregoing sentences shall be subject to all of the provisions of this Section 5.7. Notwithstanding the foregoing, (a) the rights and obligations of the Members set forth in this Section 5.7 may be waived or modified at any time and from time to time by the vote or a written consent of a Majority in Interest and the Class C Majority and (b) the rights set forth in this Section 5.7 may be conditioned upon such requirements as the Company may determine (which may result in such rights not being extended to all Members), including limiting such rights to accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act), and limiting such rights to a minimum investment amount. Notwithstanding any provision hereof to the contrary, in lieu of complying with the provisions of this Section 5.7, the Company may elect to give notice to the Members within thirty (30) days after the issuance of New Securities. Such notice shall describe the type, price, and terms of the New Securities. Each Member shall have fifteen (15) days from the date notice is given to elect to purchase up to the number of New Securities that would, if purchased by such Member, maintain such Member's Percentage Interest calculated before giving effect to the issuance of such New Securities.

5.8 Adjustment to Class C Preferred Unit Purchase Price.

(a) Defined Terms. For purposes of this Section 5.8:

(i) "Class C Price Per Unit" means $1.20, as may be adjusted from time to time pursuant to Section 5.8(d).

(ii) "Convertible Securities" means any evidence of indebtedness or other securities directly or indirectly convertible into, or exchangeable for, Currently Defined Units

(iii) "Options" means any options, warrants or other rights to subscribe for, purchase or otherwise acquire any Currently Defined Units.

(b) No Adjustment of Class C Price Per Unit. No adjustment to the Class C Price Per Unit shall be made in respect of the issuance or deemed issuance of New Securities which are Currently Defined Units, unless the consideration per unit for a New Security issued or deemed to be issued by the Company is less than the Class C Price Per Unit in effect on the date of, and immediately prior to, the issue of such New Security.

(c) Deemed Issue of New Securities. In the event the Company, at any time or from time to time after the Amendment Effective Date, shall issue any New Securities which are either Options or Convertible Securities, or shall fix a record date for the determination of holders of any class of equity interests entitled to receive any such Options or Convertible Securities, then the maximum number of equity interests (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be New Securities issued as of the time of such issue or, in the case such a record date shall have been fixed, as of the close of business on such record date.

(d) Adjustment of Class C Price Per Unit Upon Issuance of New Securities. In the event the Company shall issue any New Securities that are Currently Defined Units after the Amendment Effective Date, including New Securities deemed to be issued pursuant to Section 5.8(c), without consideration or for a consideration less than the Class C Price Per Unit in effect on the date of and immediately prior to such issue, then

(i) the Class C Price Per Unit shall be reduced for all purposes under this Agreement, concurrently with such issue, to a price (calculated to the nearest one-hundredth of a cent) determined in accordance with the following formula:

$$PPU_2 = PPU_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, and Section 5.8(d)(ii), the following definitions shall apply:

(A) "PPU_2" (or "Adjusted Class C Price Per Unit") shall mean the Class C Price Per Unit in effect immediately after such issue of New Securities;

(B) "PPU_1" shall mean the Class C Price Per Unit in effect immediately prior to such issue of New Securities;

(C) "A" shall mean the number of equity interests in the Company outstanding immediately prior to such issue of New Securities (treating for this purpose as outstanding all equity interests issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities outstanding immediately prior to such issue);

(D) "B" shall mean the number of equity interests in the Company that would have been issued if such New Securities had been issued at a price per share equal to PPU_1 (determined by dividing the aggregate consideration received by the Company in respect of such issue by PPU_1); and

(E) "C" shall mean the number of such New Securities issued in such transaction; and

(ii) each holder of Class Preferred C Units shall automatically own for all purposes under this Agreement the number of Class Preferred C Units determined in accordance with the following formula:

$$CP1U = \frac{PPU_1}{PPU_2} * A_H$$

For purposes of the foregoing formula, the following definitions shall apply:

(A) "CP1U" or "Price Adjusted Preferred C Units" shall mean the number of Class C Units owned by such holder for all purposes under this Agreement immediately after such issue of New Securities; and

(B) "A_H" shall mean the number of Units held by such holder immediately prior to such issuances of New Securities.

(iii) the Unreturned Class C Preferred Capital Contribution shall automatically be adjusted in accordance with the following formula.

$$UCCPCC_2 = \frac{PPU_1}{PPU_2} * UCCPCC_1$$

For purpose of the foregoing formula, the following definitions apply:

(A) "PPU_1" shall mean the Class C Price Per Unit in effect immediately prior to such issue of New Securities;

(B) "PPU_2" (or "Adjusted Preferred C Price Per Unit") shall mean the Class C Price Per Unit in effect immediately after such issue of New Securities;

(C) "$UCCPCC_1$" means the Unreturned Class C Preferred Capital Contribution prior to such issue of New Securities; and

(D) "$UCCPCC_2$" means the Unreturned Class C Preferred Capital Contribution immediately after such issue of New Securities.

(e) Issuance of Currently Undefined Units. In the event the Company shall issue any New Securities that are Currently Undefined Units after the Amendment Effective Date, without consideration or for a consideration less than the Class C Price Per Unit in effect on the date of and immediately prior to such issue, then the Company shall (i) issue to the Class C Preferred Members additional Class C Preferred Units, and (ii) adjust the Unreturned Class C Preferred Capital Contribution, in accordance with formulae to be mutually agreed by the Board and a Class C Majority, which would reflect a weighted average anti-dilution protection for the Class C Preferred Units.

(f) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Class C Price Per Unit, and related calculation of a Class Preferred C Member's Price Adjusted Preferred C Units pursuant to Section 5.8(d)(ii) and Unreturned Class C Preferred Capital Contributions pursuant to Section 5.8(d)(iii), the Company at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) days thereafter, furnish to each Class Preferred C Member a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Company shall, as promptly as reasonably practicable after the written request at any

time of any Class Preferred C Member, furnish or cause to be furnished to such Member a certificate setting forth (i) the Class C Price Per Unit then in effect, and (ii) the Member's aggregate Price Adjusted Preferred C Units. At such time as any such certificate is provided to such Member, Exhibit A to this Agreement also shall be updated.

6. MANAGEMENT AND BOARD OF MANAGERS

6.1 Board of Managers.

The business and affairs of the Company shall be directed by the Board of Managers of the Company (the "Board" or "Board of Managers"). To the fullest extent permitted by applicable law, the Board established pursuant to this Article 6.1 shall possess full and exclusive power to manage the business and affairs of the Company (and shall be considered a "manager" for purposes of Section 18-402 of the Act) and, except as expressly required by any other provision contained herein, the Members of the Company shall not have any voting, approval or consent rights with respect to the actions of the Board or the Company (including, without limitation, any voting, approval or consent rights that might otherwise apply by default pursuant to the Act). In furtherance of the foregoing, and subject to the terms hereof, each of the Members hereby consents to the exercise by the Board of all such powers and rights conferred on the Board by the Act and this Agreement with respect to the management and control of the Company. As of the Amendment Effective Date, the Board of Managers is and shall be comprised of Michael E. Bozik, Gregory T. Hebrank and Thomas Petzinger, Jr., as the Managers appointed pursuant to Section 6.2(a)(i) below, and Jeffrey S. McCormick and Benjamin A. Gomez, as the Managers appointed pursuant to Section 6.2(a)(ii) below.

6.2 Terms of Board of Managers.

(a) Appointment. The Board of Managers shall, subject to Section 6.2(c) hereof, consist of five (5) members selected as follows:

(i) Three (3) members of the Board shall be appointed by holders of a majority of the issued and outstanding Common Units and Senior Units (voting together, as one class), one of which members shall be the Chief Executive Officer or the President of the Company; and

(ii) Two (2) members of the Board shall be appointed by the holders of a majority of the issued and outstanding Class A&B Preferred Units.

(b) Removal of Managers. Each of the Managers appointed in accordance with Section 6.2(a) may be removed in the same manner as described in such Section.

(c) Additional Managers. Notwithstanding this Section 6.2, but subject to Section 5.5, the size of the Board may be increased at any time and from time to time by action of the Board. In such event the Board may appoint the additional Board member. Such additional member to the Board may be removed, at any time, by a Majority in Interest.

(d) Resignation. Any Manager may resign at any time upon written notice to the Company. The resignation shall be effective upon receipt thereof by the Company or at such subsequent time as shall be specified in the notice of resignation.

(e) Vacancies. In the event of the death, resignation or removal of a Manager, (A) if such Manager was appointed pursuant to Section 6.2(a)(i), then the holders of a majority of the issued and outstanding Common Units and Senior Units (voting together, as one class) shall be entitled to appoint such Manager's replacement in accordance with the provisions of Section 6.2(a)(i), (B) if such Manager was appointed pursuant to Section 6.2(a)(ii), then the holders of a majority of the issued and outstanding Preferred Units shall be entitled to appoint such Manager's replacement in accordance with the provisions of Section 6.2(a)(ii), and (C) if such Manager was appointed pursuant to Section 6.2(c), then the Board shall be entitled to appoint such Manager's replacement in accordance with the provisions of Section 6.2(c). Without prejudice to the right of any party to designate a Board member, in the event of a vacancy or vacancies in the Board, then the size of the Board shall be deemed to be decreased by the number of such vacancies.

(f) Authority of Managers. No Manager acting alone and without the authority of the Board of Managers shall have the authority to bind the Company.

6.3 Board of Managers Procedures.

(a) Quorum; Manner of Acting. A quorum of the Board of Managers shall be the Managers having a majority of the votes of the Board of Managers. Except as otherwise provided in Section 6.3(d) below, all decisions by the Board of Managers shall be made at a meeting at which a quorum is present. The act of the Managers having a majority of the votes present at a meeting at which a quorum is present shall be the act of the Board of Managers. The Board of Managers shall meet from time to time as determined by the Board of Managers, and as often as necessary or desirable to carry its management functions. Meetings shall be held at the Company's headquarters located in Pittsburgh, Pennsylvania, unless otherwise agreed. A written record of each meeting the Board of Managers and all decisions made by it shall be made by the Secretary (to the extent there is one) or other appropriate Officer and kept in the records of the Company. Each of the Managers shall have one vote.

(b) Special Meetings. Special meetings of the Board of Managers may be called by or at the request of any Manager with at least two (2) Business Days' notice to all Managers and shall be held at the chief executive office of the Company located in Pittsburgh, Pennsylvania, during normal business hours.

(c) Participation. Members of the Board of Managers may participate in any meetings of the Board of Managers telephonically or through other similar communications equipment (including electronically). Participation in the meetings pursuant to the preceding sentence shall constitute presence in person at such meeting for all purposes of this Agreement. Notice of any such special meeting of the Board of Managers shall be given to all members no fewer than two (2) Business Days prior to the date of such meeting. A waiver of notice of a meeting signed by the Manager entitled to notice, whether before or after the meeting, shall be deemed equivalent to the giving of notice. The attendance of a Manager at a meeting of the

Board of Managers (either in person or telephonically) shall constitute a waiver of notice of such meeting, except where a Manager attends for the express purpose of objecting to having a meeting because it is not properly called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Managers need be specified in the notice or waiver of notice of such meeting.

(d) Action In Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Managers or any other actions which may be taken at a meeting of the Board of Managers may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board of Managers, which shall have the same effect as an act of the Board of Managers.

6.4 Officers.

(a) General. The Company may have the Officers described in, and who shall have the authority and duties prescribed by, this Section 6.4. Any two or more offices may be simultaneously held by the same person, but no person may act in more than one capacity where action of two or more Officers is required.

(b) Appointment, Term, Compensation and Removal. The Officers shall be appointed from time to time by the Board. The Officers shall serve, subject to the provisions of this Agreement, until their respective successors are duly appointed and qualified. Any Officer may be removed by the Board at any time for or without cause; but such removal shall not itself affect the contractual rights, if any, of the Officer so removed. Designation of an Officer shall not of itself create contract rights. The compensation of all Officers shall be fixed by the Board or as prescribed by this Agreement.

(c) Chief Executive Officer. The Chief Executive Officer ("CEO"), if one is designated by the Board, shall be the chief executive Officer of the Company and, subject to the provisions of this Agreement and the direction and control of the Board, shall have general and active charge over the business and affairs of the Company. If there shall be no Chairman of the Board, or in his or her absence or inability to act, the CEO shall preside at meetings of the Board of Managers and the stockholders. The CEO as of the Amendment Effective Date is Michael E. Bozik.

(d) President. The President ("President"), if one is designated by the Board, shall, subject to the provisions of this Agreement, shall be the Chief Operating Officer of the Company, and shall have such duties and responsibilities as shall be designated by the CEO from time to time. The President shall report to the Chief Executive Officer. The President as of the Amendment Effective Date is Michael E. Bozik.

(e) Other Officers. The Board may appoint such other Officers with such titles, powers, duties, compensation and other terms as they may determine to be necessary or appropriate.

(f) Reimbursement of Expenses. The Company shall reimburse each Officer for all reasonable out-of-pocket expenses properly incurred by such Officer in connection with

the discharge of that Officer's obligations in accordance with this Agreement or otherwise properly incurred on behalf of the Company.

6.5 Compensation.

Except as otherwise approved by the Board of Managers, no Member or any partner, member, shareholder, Officer, director, employee, agent or representative of any Member, shall receive any salary or other remuneration for services rendered pursuant to this Agreement.

6.6 Reliance on Information.

Any Member or any director, trustee or officer of any Member serving on behalf of the Company, and any Manager, Officer, Liquidating Trustee or employee of the Company in the performance of his, her or its duties, is entitled to rely (and shall be fully protected in relying) in good faith upon the records of the Company and upon information, opinions, reports or statements presented by any of its other Managers, Members, Officers, Liquidating Trustees, employees or committees of the Company, or by any other Person, as to matters such Person reasonably believe are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, Profits or Losses of the Company, or the value and amount of assets or reserves or contracts, agreements or other undertakings that would be sufficient to pay claims and obligations of the Company or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to Members or creditors might properly be paid.

6.7 Other Activities.

The Managers and Officers shall devote such time, effort and skill to the business and affairs of the Company as may be reasonably and necessary or appropriate for the welfare and success of the Company. Additionally, unless required by a separate agreement, the Members, Managers, and future members, managers, directors, Officers, agents and employees, and present and future affiliated Persons with respect to any of the foregoing, may engage in or possess interests in other businesses or ventures of any nature and description, independently or with others (whether or not such businesses are in competition with the Business or any activities of the Company), and except as otherwise provided herein neither the Company nor any other Member will have any right by virtue of this Agreement in such independent ventures.

7. TRANSFER OF MEMBERSHIP INTERESTS/ WITHDRAWAL

7.1 Restrictions on Transfer of Units.

(a) Restrictions on Members. Unless otherwise agreed by the Company, in the Company's sole and absolute discretion, no Member shall Transfer any Units now or hereafter owned (of record or beneficially) by such Member unless:

(i) such Transfer shall be in accordance with the requirements of this Agreement;

(ii) such Transfer is permitted hereunder in accordance with Sections 7.1(b), 7.2 or 7.3 hereof;

(iii) with respect to Transfers in which the Company shall have a right of first refusal pursuant to Section 7.2(a) hereof, unless otherwise approved by the Company, the consideration for such Transfer, if any, shall consist solely of cash or immediately available funds;

(iv) the proposed recipient of such Units shall deliver to the Company a written acknowledgment and representation, in form and substance satisfactory to the Company and its counsel, that the Units to be received in such proposed Transfer are subject to this Agreement and the proposed recipient and his, her or its successors in interest are bound hereby;

(v) the proposed recipient is an Accredited Investor (as defined in Rule 501(a) of regulations promulgated pursuant to the Securities Act);

(vi) such Transfer shall be made pursuant to an effective registration under the Securities Act and any applicable state securities laws, or an exemption from such registration, and prior to any such Transfer the Member shall give the Company (i) five (5) Business Days prior written notice describing the manner and circumstances of the proposed Transfer and (ii) if requested by the Company, a written opinion of legal counsel, who shall be reasonably satisfactory to the Company and its counsel, such opinion to be in form and substance satisfactory to the Company and its counsel, to the effect that the proposed Transfer of Units may be effected without registration under the Securities Act or any state securities laws;

(vii) the closing of any Transfer of Units shall take place at the offices of the Company unless otherwise provided in this Agreement or agreed to by the parties involved in the Transfer and the Company. In connection with any Transfer of Units, the Member shall (i) do all things and execute and deliver all such papers as may be necessary or reasonably requested by the Company in order to consummate the Transfer of such Units and (ii) pay to the Company such amounts as may be required for any applicable stock transfer taxes and to pay any expenses incurred by the Company in connection with such Transfer (including reasonable attorneys' fees); and

(viii) the Company may require the transferor and the transferee of the Transferred Units to execute a certificate, in form and substance approved by the Company, which will set forth the Capital Account of the transferor as of the date of Transfer, to the extent it relates to the Transferred Units.

(b) Certain Permitted Transfers. The provisions of Sections 7.2 and 7.3 hereof shall not apply to the following Transfer of Units:

(i) Gifts, bequests or transfers by any individual Member to spouses, parents, siblings, children, nieces, nephews, grandchildren, trusts for the benefit of any one or more of the foregoing or the Member or entities controlled by any one or more of the foregoing or the Member;

(ii) Transfers from an estate of any individual Member to any spouse or relative of the decedent or any trust for the benefit of any one or more of the foregoing;

(iii) A Transfer, without consideration, to one Affiliate of the transferor (provided, that the Company may, in its sole and absolute discretion, permit (i) one or more Transfers to more than one Affiliate or (ii) Transfers with consideration);

(iv) In the case of an entity, a Transfer (for no consideration) to the direct or indirect equity holders thereof, including with respect to any partnership, corporation or limited liability company, the partners, shareholders or members thereof, as applicable; provided, that with respect to this Section 7.1(b)(iv), the Company may, in the Company's sole and absolute discretion, (i) require that the assignment be made to solely one (or more, at the Company's election) Person (including a holding company or trust for the benefit of the equity holders of the assignor) or (ii) permit a Transfer with consideration; and

(c) Publicly Traded Partnership. Notwithstanding any provision of this Agreement to the contrary (including Section 7.1(b)), no Member shall take any action, or Transfer any Units now or hereafter owned (of record or beneficially) by such Member, which would result in the Company becoming a publicly traded partnership under Section 7704 of the Code.

(d) Violation of Transfer Restrictions. Any Transfer of Units in violation of this Section 7 shall be void. For avoidance of doubt, no Person shall become a Member as a result of any Transfer of Units, unless the applicable Transfer is approved by the Company in its sole and absolute discretion, or unless such Transfer is in compliance with the requirements set forth in Section 7.2 hereof.

7.2 Member's Limited Right to Dispose of Units.

(a) Offer to Sell Units. Except as otherwise provided herein, if any Member shall at any time desire to sell all or any of such Member's Units, such Member (the "Selling Member") shall first prepare a written offer (the "Offer") to sell such Units (the "Offered Units") setting forth the proposed date of the sale, the proposed price per Unit, the proposed purchaser of the Offered Units, and the other terms and conditions upon which the sale is proposed to be made. Such notice shall also specify whether a Third Party Purchaser (as defined in Section 7.2(c)) has made an offer to acquire such Units. The Selling Member shall then transmit a copy of the Offer to Company.

(b) Option of Company. Transmittal of the Offer to Company by the Selling Member shall constitute an offer by the Selling Member to sell the Selling Member's Offered Units to Company or its assign(s) at the price and upon the terms set forth in the Offer. For a period of fifteen (15) days after the submission of the Offer to Company, Company shall have the assignable option, exercisable by written notice to the Selling Member, to accept the Selling Member's Offer as to all or any part of the Selling Member's Offered Units. Such notice shall state the number of Units Company will purchase, if any, and the number of Offered Units available to be purchased. A failure by the Company to exercise such right within such fifteen (15) day period shall constitute a waiver of such right.

(c) Sale to Third Party Purchaser. If, at the end of the option period described in Section 7.2(b) (the "Option Period"), the Company has not exercised its option to purchase all of the Offered Units, then the Selling Member shall be free, subject to the execution by the Third Party Purchaser of a joinder to this Agreement, for a period of ninety (90) days thereafter to sell any or all of the Offered Units as to which options have not been exercised (the "Remaining Units") to a third party purchaser (the "Third Party Purchaser") at the price and upon the terms and conditions set forth in the Offer. If such Remaining Units are not so sold within the aforesaid ninety (90) day period, then the Selling Member shall not be permitted to sell such Remaining Units without again complying with this Section 7.2.

(d) Purchase Price, Terms and Settlement.

(i) The purchase price per Unit and the terms of payment shall be the price per Unit contained in the Offer.

(ii) Settlement for the purchase of Units by Company or by a Member pursuant to the provisions of Section 7.2 shall be made within thirty (30) days following the date of exercise of the last option exercised. All settlements for the purchase and sale of Units shall, unless otherwise agreed to by all of the purchasers and sellers, be held at the principal executive offices of Company during regular business hours. The precise date and hour of settlement shall be fixed by the purchaser or purchasers (within the time limits prescribed in this Agreement), or in the event the purchasers fail to agree, by the CEO, by notice in writing to the seller given at least five (5) days in advance of the settlement date specified.

(iii) The seller, if a personal representative of a Member, shall, upon request of a purchaser, provide prior to the date of settlement, evidence reasonably satisfactory to the purchaser of the seller's legal status as personal representative of such Member.

7.3 Drag-Along Provisions.

(a) Drag-Along Rights. Notwithstanding Section 7.2, if (y) a Majority in Interest, and (z) a Class C Majority (collectively, the "Initiating Member(s)") approve a Transfer of all of the Units held by them or any other Liquidation Event, and such transaction is approved by the Board, such Initiating Member(s) may require each of the remaining Members (the "Dragged Members") to sell their Units in the manner set forth in this Section 7.3 or otherwise participate in such Liquidation Event (such transaction, "Drag Transaction"). Each Member other than the Initiating Members hereby agree that, if requested by the Initiating Members (after obtaining a Board approval), such Dragged Member will:

(i) if such Liquidation Event requires Member approval, with respect to all Units that such Member owns or over which such Member exercises voting power, vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Liquidation Event and vote in opposition to any and all other proposals that could delay or impair the ability of the Company or the Members to consummate such Liquidation Event;

(ii) if such Liquidation Event is a sale of Units, Transfer to the acquiror in such Liquidation Event, subject to the other provisions of this Article 7, on the terms of the offer so accepted by the Initiating Member, including time of payment, amount, form and

choice of consideration and adjustments to purchase price, the following: for each class or series of Units held by the Dragged Member as to which the Independent Third Party offer is applicable, a percentage of the aggregate number of Units of such class or series held by the Dragged Member equal to the percentage of the aggregate number of Units of such class or series held by the Initiating Member that the Initiating Member will Transfer in the Drag-Along Sale;

(iii) execute and deliver all related documentation and take such other action in support of the Liquidation Event as shall reasonably be requested by the Company or the Initiating Members in order to carry out the terms and provision of this Section 7.3, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver governmental filing, units certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(iv) not deposit, and cause their affiliates not to deposit, except as provided in this Agreement, any Units owned by such party or affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquiror in connection with the Liquidation Event;

(v) refrain from exercising any dissenters' rights or rights of appraisal, if available, under applicable law at any time with respect to such Liquidation Event;

(vi) if the consideration to be paid in exchange for the Units includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, accept, in lieu thereof, against surrender of the Units that would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the Board) of the securities that such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units; and

(vii) in the event that the Initiating Members, in connection with such Liquidation Event, appoint a representative (the "Representative") with respect to matters affecting the Members under the applicable definitive transaction agreements following consummation of such Liquidation Event, (x) consent to (i) the appointment of such Representative, (ii) the establishment of any applicable escrow, expense or similar fund in connection with any indemnification or similar obligations, and (iii) the payment of such Member's *pro rata* portion (from the applicable escrow or expense fund or otherwise) of any and all reasonable fees and expenses to such Representative in connection with such Representative's services and duties in connection with such Liquidation Event and its related service as the representative of the Members, and (y) not assert any claim or commence any suit against the Representative or any other Member with respect to any action or inaction taken or failed to be taken by the Representative in connection with its service as the Representative, absent fraud or willful misconduct.

(b) Exercise of Drag-Along Rights; Notices; Certain Conditions of Drag-Along Sales.

(i) The Initiating Member shall give written notice (the "Drag-Along Notice") to the Dragged Members of any proposed Transfer giving rise to the rights of the Initiating Member set forth in Section 7.3 (a "Drag-Along Sale") not less than ten (10) Business Days prior to the proposed closing date for such DragAlong Sale. The Drag-Along Notice shall set forth the number and class of Units proposed to be so transferred (if applicable), the identity of the proposed transferee or acquiring Person, the proposed amount and form of consideration, and the other material terms and conditions of the offer (including indemnification, escrow and other material economic terms).

(ii) Each Dragged Member (x) shall agree to the same covenants as the Initiating Member agree to in connection with the Drag-Along Sale (excluding, for this purpose, any non-competition obligations), (y) shall be obligated to join on a *pro rata* basis (based on the proceeds received by each such Dragged Member compared with the proceeds received by all Initiating Members and Dragged Members in connection with the Drag-Along Sale) in any indemnification that the Initiating Member agrees to provide in connection with the Drag-Along Sale (other than in connection with obligations that relate to a particular Member, such as representations and warranties concerning itself or the Units to be transferred by it (if applicable), for which each Member shall agree to be solely responsible, and provided that the liability for any indemnification to be provided by such Dragged Member shall not exceed the total net consideration (i.e., the total gross consideration after deduction for Costs) received by such Dragged Member in respect of such Drag-Along Sale), and (z) shall make such representations and warranties concerning itself and the Units to be sold by it (if applicable) in connection with such Drag-Along Sale as the Initiating Member makes with respect to itself and its Units.

(iii) Each Initiating Member and each Dragged Member shall be responsible for funding its proportionate share of any adjustment in purchase price or escrow arrangements in connection with the Drag-Along Sale and for its proportionate share of any withdrawals from any such escrow, including any such withdrawals that are made with respect to claims arising out of agreements, covenants, representations, warranties or other provisions relating to the Drag-Along Sale (subject to the limitations of Section 7.3(b)(ii)).

(iv) Each Initiating Member and each Dragged Member shall be responsible for its proportionate share of the reasonable fees, commission, costs, and expenses ("Costs") of the Drag-Along Sale to the extent not paid or reimbursed by the Company, the Independent Third Party or another Person (other than the Initiating Member); provided, that the liability for such Costs (together with indemnity liability as contemplated by Section 7.3(b)(ii) above) shall not exceed the total consideration received by such Dragged Member in respect of such Drag-Along Sale. The Initiating Member shall be entitled to estimate in its reasonable, good faith judgment each Dragged Member's proportionate share of such Costs and to withhold such amounts from payments to be made to each Dragged Member at the time of closing of the Drag-Along Sale; provided that (A) such estimate shall not preclude the Initiating Member from recovering additional amounts from the Dragged Members in respect of each Dragged Member's proportionate share of such Costs and (B) the Dragging Member shall reimburse each Dragged

Member to the extent actual amounts are ultimately less than the estimated amounts or any such amounts are paid by the Company, the Independent Third Party or another Person (other than the Initiating Member) promptly (but in any event within five Business Days) after determining the actual amount.

(c) Closing of Drag-Along Sale.

(i) If the Drag-Along Sale is not consummated within ninety (90) days from the date of the Drag-Along Notice, then such Drag-Along Notice shall be null and void, each Dragged Member shall be released from its obligations under this Article 7, and the Initiating Member must deliver another Drag-Along Notice in order to exercise its rights under this Article 7.

(ii) Each Member will receive in respect of his, her, or its Units the same type of consideration per Unit from such Drag-Along Sale as is received by other Members in respect of their Units of the same class; provided that if any Members are given options as to the form of consideration to be received, all Members shall be given the same options. Notwithstanding the foregoing, the aggregate consideration payable in respect of the Units to be sold in any such Drag-Along Sale must be allocated among the Units subject thereto on a basis consistent with the consideration that each Member would receive in respect of such Units if all of the Company's assets had been sold for the implied value of the Company (as determined reasonably and in good faith by the Board, based on the consideration being received by the Initiating Member in the Drag-Along Sale) and the proceeds had been distributed pursuant to Section 4.2.

(iii) Notwithstanding anything to the contrary contained herein, there will be no liability on the part of the Initiating Member to any other Member if a proposed Drag Along Sale is not consummated for any reason.

(iv) Notwithstanding anything to the contrary contained herein, no Dragged Member shall be required, as a result of the provisions of this Article 7, to assume any non-competition obligation in connection with the Drag Transaction,

(d) Drag-Along Power of Attorney. Each Dragged Member hereby irrevocably constitutes and appoints the Chief Executive Officer as its true and lawful agent and attorney-in-fact (the "Drag Attorney-in-Fact"), with full power of substitution, to act in the name, place and stead of such Dragged Member with respect to the terms and provisions of this Section 7.3 applicable to such Dragged Member, and to do or refrain from doing all such further acts and things, and to execute all such documents, as the Drag Attorney-in-Fact deems necessary to consummate the Drag-Along Sale. The granting of the power of attorney set forth in this Section 7.3(d) will not relieve any Dragged Member from its obligation to perform its obligations under this Agreement, including any such obligation the performance of which could be effected by the Drag Attorney-in-Fact acting on behalf of such Dragged Member. The Drag Attorney-in-Fact shall administer its rights in such capacity reasonably and in good faith.

7.4 Standstill Period.

Notwithstanding any right of a Member to sell any of such Member's Units hereunder, upon the written request of the Company or a representative of any underwriter, broker, dealer, investment banker or other financial advisor retained by the Company (the "Standstill Notice"), which request is made in connection with a public or private offering of securities by or on behalf of the Company, or sale of control, no Member may sell or otherwise Transfer or dispose of any Units held by such Member for the time period specified in the Standstill Notice (the "Standstill Period"). Unless otherwise provided in the Standstill Notice, the Standstill Period will (i) commence effective as of the date of the Member's receipt of the Standstill Notice (the "Standstill Effective Date") and (ii) expire upon the earlier of (A) one hundred eighty (180) days after the Standstill Effective Date or (B) the consummation or abandonment by the Company, at its sole discretion, of any public or private offering of Units (including an initial public offering of any of the Company's securities) or transaction contemplating a sale of control except that, in the case of a Standstill Notice delivered in connection with a public offering, the Standstill Period may extend up to one hundred eighty (180) days following the effective date of a registration statement of the Company filed under the Securities Act pertaining to the public offering. Each Member shall execute and deliver such other agreements as may be reasonably requested by the Company or such representative which are consistent with the request set forth in the Standstill Notice or which are necessary to give further effect thereto. Following the Standstill Effective Date, the Company may impose stop-transfer instructions or otherwise provide notice to any proposed third party Transferee of the effect of the Standstill Period and all restrictions associated therewith until the end of the Standstill Period, in each instance without any liability to any affected Member.

7.5 Withdrawal.

No Member shall have the right to withdraw from the Company; however, upon application to the Board, the Board may, in its sole and absolute discretion, allow a Member to withdraw from the Company under terms and conditions determined by the Board at the time of withdrawal.

8. TERM AND DISSOLUTION

8.1 Term.

The Company shall be effective from and after the date of filing of the Certificate as required under the Act. The Company will continue in perpetuity, unless there is a dissolution of the Company pursuant to Section 8.2.

8.2 Dissolution.

The Company shall be dissolved upon the occurrence of any of the following:

(a) Entry of an order of judicial dissolution under Section 18-802 of the Act;

(b) The entry of a final judgment, order or decree of a court of competent jurisdiction granting relief to the Company in bankruptcy or insolvency, and the expiration of the period, if any, allowed by applicable law in which to appeal therefrom;

(c) At any time that there are no members of the Company unless the Company is continued (or such dissolution is revoked) in accordance with the Act or Section 8.4; or

(d) The written consent of a Majority in Interest and the Class C Majority.

8.3 Distribution on Liquidation.

(a) Upon the dissolution of the Company by means of any occurrence described in Section 8.2 hereof, the Liquidating Trustee shall proceed to liquidate the assets of the Company, wind up its affairs, and apply and distribute the proceeds in the following order of priority:

(i) First, the Liquidating Trustee shall pay the debts and liabilities of the Company then outstanding, if any, and the expenses of liquidation, in the order of priority as provided by the Act and any other applicable law, and establish any reserves which the Liquidating Trustee shall deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. Such reserves may be paid over by the Liquidating Trustee to a bank or an attorney-at-law, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidating Trustee shall deem advisable, of distributing the balance in the manner provided in paragraph (ii) of this Section 8.3(a).

(ii) Next, the Liquidating Trustee shall pay any balance of the proceeds to the Members in accordance with the priorities of distribution set forth in Section 4.2 hereof, after making all adjustments required by Section 4 hereof.

(b) Each Member shall make, constitute, and appoint the Liquidating Trustee, with full power of substitution, as the true and lawful attorney for such member and in such Member's name, place and stead and for such Member's use and benefit, to manage the business and affairs of the Company, to sell, lease, convey, exchange and mortgage its property or any portion thereof; to take title to its property or any portion thereof in the name of a nominee; to execute, acknowledge and deliver deeds, with or without warranty, leases, mortgages, releases, satisfactions and other instruments relating to its property or any portion thereof; and to do and perform each and every act and thing whatsoever necessary to be done in connection with its attorney-in-fact for the member hereunder, each Member shall execute and deliver such power of attorney which shall be irrevocable and durable, and shall constitute a power coupled with an interest binding on the heirs, personal representatives, successors and assigns of each Member, as the Liquidating Trustee may request.

(c) A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of its liabilities so as to enable the Liquidating Trustee to minimize any Losses otherwise incurred upon such a liquidation.

(d) The Liquidating Trustee shall provide each Member with a financial statement for the period from the date of the last report prepared to the date of the final distribution of the proceeds of liquidation to the Members that shows the manner in which the proceeds of liquidation of the Company have been distributed.

(e) The Company shall terminate when all property owned by the Company shall have been disposed of, the net proceeds, after satisfaction of liabilities to creditors, shall have been distributed to the Members as aforesaid, and the Certificate shall have been cancelled in accordance with the Act.

8.4 Continuation of Company Business.

The Company shall not be dissolved solely by or upon a Member becoming bankrupt, or executing an assignment for the benefit of creditors or the death, insanity, resignation, expulsion or dissolution of a Member or the occurrence of any event that causes a Member to cease to be a member of the Company, and each Member waives any right it might have to agree in writing to dissolve the Company upon the occurrence of any such event. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company, the Company shall nevertheless not be dissolved if the personal representative (as defined in the Act) of such member, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in the Company, agrees in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining member of the Company in the Company.

9. FIDUCIARY DUTIES, INDEMNIFICATION AND ADVANCEMENT

9.1 Waiver of Fiduciary Duties.

(a) Notwithstanding any other provision of this Agreement or anything otherwise existing at law (whether common or statutory), in equity or otherwise, to the fullest extent permitted by applicable law, except for any duties expressly set forth in this Agreement or expressly set forth in any written agreement between such Member and the Company or any other Member, (i) a Member (in its capacity as a Member) shall have no duties (including any fiduciary duties), whether direct or indirect, or any liabilities relating thereto, to the Company, any other Member or any other Person, any such duties (including fiduciary duties) and liabilities relating thereto, if any, being hereby waived and eliminated, and (ii) without limitation of the foregoing, in causing the Company to take or refuse to take any action or otherwise exercising any rights under this Agreement or otherwise, including any voting, approval or consent rights, a Member (in its capacity as a Member) shall have no duty (including any fiduciary duty) to consider the interests of the Company, any other Member or any other Person, and may solely consider the interests of such Member or any other interests or factors that it desires.

(b) The provisions of this Agreement (including, without limitation, Section 6.7 and this Article 9), to the extent that they restrict, modify or eliminate the duties (including fiduciary duties) and liabilities of a Member, Manager, Officer or other Person otherwise

existing at law (whether common or statutory) or in equity, are agreed by the Members, to the fullest extent permitted by applicable law, to so restrict, modify or eliminate, as the case may be, such other duties and liabilities of such Member, Manager, Officer or other Person; provided, however, that nothing in this Agreement shall be construed as eliminating the implied contractual covenant of good faith and fair dealing or liability for any act or omission that constitutes a bad faith violation thereof. To the extent that, at law (whether common or statutory) or in equity, a Member, Manager, Officer or other Person has duties (including fiduciary duties) and liabilities relating thereto to the Company, to any Member or to any other Person, such Member, Manager, Officer or other Person shall, to the fullest extent permitted by applicable law, not be liable to the Company, to any Member or to any other Person for its good faith reliance on the provisions of this Agreement.

(c) It is acknowledged and agreed that (i) the Managers have caused the Company and its Affiliates to enter into management, advisory and other agreements, arrangements and transactions with other entities affiliated with one or more Managers (such agreements, arrangements and transactions being hereby approved and ratified) and (ii) the Managers shall in the future be permitted to cause the Company and its Affiliates to enter into management, advisory and other agreements, arrangements and transactions with other entities affiliated with one or more Managers so long as any such agreement, arrangement or transaction is approved by a majority of the disinterested Managers.

9.2 Exculpation.

(a) No Manager, Officer or employee of the Company shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any action taken or failure to act by such Manager, Officer or employee in its business judgment on behalf of the Company within the scope of the authority conferred to such Manager, Officer or employee by this Agreement unless such action or omission constitutes a breach or default under this Agreement, or gross negligence or willful misconduct.

(b) Nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any other Person other than the Company and the Members and their respective successors and assigns (and other than Managers, Officers and other Indemnified Persons), nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement (or other Indemnified Person), nor shall any provision of this Agreement give any third person any right of subrogation or action over or against any party to this Agreement. Without limitation of the foregoing, no third party shall have any right to enforce any contribution obligation of any Member, except as required by the Act.

9.3 Right to Indemnification.

Subject to the limitations and conditions provided in this Section 9.3, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the

fact that he was or is a Member, Manager, Officer, employee or agent of the Company or he was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member, Manager, or Officer of the Company, shall be held harmless and indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any Proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any Proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

9.4 Advance Payment.

The right to indemnification conferred by this Article 9. shall include the right to be paid or reimbursed by the Company the reasonable expenses of the type entitled to be indemnified under this Article 9. including the right to employ, at the expense of the Company, separate counsel of the Indemnified Person's choice in any such Proceeding described in Section 9.3 incurred by an Indemnified Person's who was, is, or is threatened to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; *provided*, that, the payment of such expenses incurred by any such Indemnified Person in advance of the final disposition of a Proceeding shall be made upon delivery to the Company of a written affirmation by such Indemnified Person of such Indemnified Person's good faith belief that he has met the standard of conduct necessary for indemnification under this Section and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Section or otherwise. For the purposes of Section, the determination that the action or omission of any person constitutes fraud, bad faith, willful misconduct, recklessness, gross negligence, a transaction from which such Indemnified Person derived an improper personal benefit, or other acts or failures to act for which applicable law does not permit such Indemnified Person to be exculpated or indemnified shall be made by a court of competent jurisdiction or other body before which the relevant Proceeding is pending. In the absence of a determination by such court or other body, such determination may be made by legal counsel to the Company in a written legal opinion to the Company.

9.5 Indemnification Rights Limited to Company Assets.

The satisfaction of the obligations of the Company (or its receiver or trustee, as the case may be) under this Section shall be from and limited to the assets of the Company and no Member shall have any personal liability on account thereof.

9.6 Nonexclusivity of Rights.

The right to indemnification and the advancement and payment of expenses conferred by this Section shall be cumulative of, and in addition to, any other right which an Indemnified Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Person's successors, assigns and legal representatives.

9.7 Insurance.

The Board of Managers may cause the Company to purchase and maintain insurance, at the Company's expense, to protect the Company and any Person that may be indemnified under this Section.

10. MERGERS AND CONVERSIONS

10.1 Merger; Consolidation.

Subject to the provisions of this Article 10 and Section 5.5, in the case of any merger or consolidation to which the Company is a party, other than any such merger or consolidation that constitutes a Liquidation Event, the Company may, with the approval of the Board and without the need for any further act, vote or approval of any Member, merge or consolidate with another limited liability company (organized under the laws of Delaware or any other state), a corporation (organized under the laws of Delaware or any other state) or any "other business entity" (as defined in Section 18-209(a) of the Act), regardless of whether the Company is the survivor of any such merger or consolidation. The Members shall have no appraisal rights in respect of any such transaction.

10.2 Conversion to C Corporation.

(a) Subject to the Sections 5.5 and 10.2(b), the Company may, with the approval of the Board and without the need for any further act, vote or approval of any Member, effect a conversion of the Company from a limited liability company to a corporation incorporated under the laws of the state of Delaware or any other jurisdiction, or consummate a merger of the Company with or into a new or previously-established but dormant corporation under the laws of the state of Delaware or any other jurisdiction having no assets or liabilities, debts or other obligations of any kind whatsoever other than those that are de minimis in amount and that are associated with its formation and initial capitalization (with such a conversion or merger referred to as a "Conversion" and such corporation referred to as a "Corporate Vehicle"). If the Board commences actions to effect a Conversion pursuant to this Section 10.2, the Members shall be required to execute any documentation related to the Conversion; provided that the Board and the Members shall act reasonably and in good faith to, and shall, preserve the relative rights, preferences and privileges of the Members in the governing documents of the Corporate Vehicle, unless the Board elects to convert all issued and outstanding Units into one class of shares (in which case the Conversion shall comply with the provisions of Section 10.2(b)).

(b) In the event that a Conversion contemplates a conversion of Company Units into one class of shares, then, in addition to the approval requirements set forth in Section

10.2(a) and 5.5, the consummation of the Conversion shall be subject to the approval a Majority in Interest.

10.3 Conversion of Units Into Corporate Vehicle Equity Securities.

Upon the consummation of a Conversion pursuant to Section 10.2(b), each Unit shall be converted into or exchanged for a number of shares of the Corporate Vehicle's common stock determined by reference to the Fair Market Value of such Unit (which such Fair Market Values shall not vary among any Units of the same class which have the same economic characteristics) and the common stock of the Corporate Vehicle; provided, however, that each Unvested Profit Unit shall be converted into common stock with share restrictions and vesting to reflect the same vesting schedule as the converted Unvested Profit Unit set forth herein. The Board shall use commercially reasonable efforts to undertake any Conversion in such manner as would provide for no tax gain or loss to the Members solely as a result of the Conversion.

10.4 Further Assurances

In connection with a Conversion or other Company transaction (including merger or consolidation) effected in accordance with Sections 10.1 or 10.2, each Member shall take any and all such action and execute and deliver any and all such instruments and other documents as the Board may reasonably and in good faith request in order to effect or evidence such Conversion, including, if applicable, a stockholders agreement containing, to the extent then applicable, substantially the same terms as set forth in this Agreement or such other terms as shall be determined by the Board, the Majority in Interest and the Class C Majority. Without limiting the generality of the foregoing, no Member shall have or be entitled to exercise any dissenters' rights, appraisal rights or other similar rights in connection with such Conversion or other transaction.

10.5 Liquidation Event

Subject to the provisions of this Article 10 and Section 5.5, the Company may, with the approval of the Board and a Majority in Interest, approve, authorize and consummate a Liquidation Event, without the need for any further act, vote or approval of any Member, provided however, that the consent of a Majority in Interest will not be required in connection with a Liquidation Event, if such Liquidation Event qualifies under Section 1.74(e) (and no other parts of Section 1.74).

11. MISCELLANEOUS PROVISIONS

11.1 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid,

specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth in the Company's books and records, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 4.5. If notice is given to the Company, a copy shall also be sent to K&L Gates LLP, 210 Sixth Ave., Pittsburgh, PA, Attention: David J. Lehman.

(b) Each Member consents to the delivery of any member notice by electronic transmission (as defined in Section 18-302(d) of the Act), including at the electronic mail address or the facsimile number as on the books and records of the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected electronic mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Member agrees to promptly notify the Company of any change in such Member's electronic mail address, and that failure to do so shall not affect the foregoing.

11.2 Confidentiality.

Each Member agrees that such Member will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 11.2 by such Member), (b) is or has been independently developed or conceived by such Member without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Member by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Member may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Member in the ordinary course of business, provided that such Member informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iii) as may otherwise be required by law, regulation, rule, court order or subpoena, provided that such Member promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure. Notwithstanding the foregoing, notice to the Company shall not be required where disclosure is made in response to a request by a regulatory or self-regulatory authority or auditor.

11.3 Applicable Law.

This Agreement shall be interpreted in accordance with and governed by the internal laws of the State of Delaware.

11.4 Entire Agreement.

This Agreement, the Investors' Rights Agreement between the Company and the Class C Preferred Units dated as of even date herewith and the other documents and agreements referred to herein or entered into concurrently herewith embody the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement and such other documents and agreements supersede all prior and contemporaneous agreements and understandings between the parties with respect to the subject matter of this Agreement. Without limitation of the foregoing, and for purposes of clarification, this Agreement amended and restates the Second Amended and Restated Operating Agreement in its entirety.

11.5 Binding Effect.

This Agreement shall be binding upon the parties and upon their successors and permitted assigns.

11.6 Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but together shall constitute one agreement.

11.7 Term.

This Agreement shall become effective on the date hereof and shall remain in full force and effect thereafter until the earlier of (i) the termination of the Company and (ii) any transaction (including the merger, consolidation or conversion of the Company) in accordance with the terms of this Agreement the result of which causes the Company to cease to exist either entirely as an entity or in the form of a Delaware limited liability company.

11.8 Amendments; Waivers.

This Agreement may not be amended or modified in any manner, and no provision hereof may be waived or discharged, except by an instrument in writing signed by the necessary parties hereunder or otherwise pursuant to the express provisions of this Agreement (including Section 5.2). Whenever any consent, waiver, agreement or other action of the Members is required or permitted hereunder, such action will be effective if it is taken by a Majority in Interest. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of any such provision or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Without limiting the provisions of Section 5.2 or any other applicable provision of this Agreement, this Agreement may be amended at any time and from time to time upon approval of at least a Majority In Interest and the Class C Majority; provided that, (a) Sections 4.2(c), 4.2(d), 6.2 and Section (a) of this proviso may not be amended in a manner adverse to the Class A&B Preferred Units or the Common Units without an affirmative vote or written consent of Members holding at least 50% of the Class A&B Preferred Units (voting together as a single class) and/or Members holding at least 50% of the Common Units, as applicable; and (b) Sections 4.2(b), 4.2(d), 6.2 and Section (b) of this proviso may not be amended in a manner adverse to the Senior Units, without an affirmative vote or written consent of Members holding at least 50% of the Senior Units. If this Agreement is amended, modified or terminated without the unanimous consent of the Members, all Members that are not

a party to such consent shall be given prompt notice of such amendment, modification or termination. Any such amendment or waiver shall be effective with respect to all parties to this Agreement. By way of clarification, (i) the issuance of additional Units pursuant to Section 3.4 and Section 5.2 (including those Units with different rights, powers and duties, including preferences, rights, restrictions and voting rights, subordinated to, *pari passu* to, or senior to existing series or classes of Units), any related amendments to this Agreement made or actions taken in connection therewith (including pursuant to Section 5.2) shall not constitute an amendment or action that requires the approval, vote or consent of any Members under this Section 11.8, and (ii) the consummation of a transaction under Article 10 or a Drag Transaction, and any related amendments to this Agreement made or other actions taken in connection therewith shall not constitute an amendment or action that requires the approval, vote or consent of any Members under this Section 11.8.

11.9 Severability.

If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or should violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deemed deleted from this Agreement, and the remainder of this Agreement shall be valid and binding as if such provision were not included herein. There shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as is legally possible, comes nearest to what the parties desired or would have desired according to the sense and purpose of this Agreement, had they considered the point when concluding this Agreement.

11.10 Construction.

Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Member (notwithstanding any rule of law requiring an agreement to be strictly construed against the drafting party).

11.11 Time is of the Essence.

Time is of the essence with respect to this Agreement.

11.12 Venue; Waiver of Jury Trial.

(a) The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (iv) hereby consent to service of process being made through the notice procedures set forth in

Section 11.1 (provided, however, that the foregoing shall not be construed to limit the ability to serve process by any other legal means).

(b) WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

11.13 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person, other than the parties hereto and, subject to the restrictions on assignment herein contained, their respective successors and assigns.

11.14 Certain Terminology.

Whenever the words "including," "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner as though the words, "without limitation," immediately followed the same. Except where the context otherwise requires, the word "or" is used in the inclusive sense.

11.15 Survival.

Unless otherwise expressly provided herein, all obligations and liabilities accruing prior to the termination of this Agreement shall survive the termination hereof.

EXHIBIT A

TO

THIRD AMENDED AND RESTATED OPERATING AGREEMENT FOR

KNOPP BIOSCIENCES LLC

AVAILABLE UPON REQUEST

EXHIBIT B

TO

THIRD AMENDED AND RESTATED OPERATING AGREEMENT FOR

KNOPP BIOSCIENCES LLC

AVAILABLE UPON REQUEST

EXHIBIT C

TO

THIRD AMENDED AND RESTATED OPERATING AGREEMENT FOR

KNOPP BIOSCIENCES LLC

AVAILABLE UPON REQUEST

EXHIBIT D

TO

THIRD AMENDED AND RESTATED OPERATING AGREEMENT FOR

KNOPP BIOSCIENCES LLC

AVAILABLE UPON REQUEST