

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): June 24, 2021

**INTERPACE BIOSCIENCES, INC.**

(Exact name of Registrant as specified in its charter)

DELAWARE  
(State or other jurisdiction  
of incorporation)

0-24249  
(Commission  
File Number)

22-2919486  
(IRS Employer  
Identification No.)

Morris Corporate Center 1, Building C  
300 Interpace Parkway,  
Parsippany, NJ 07054  
(Address, including zip code, of Principal Executive Offices)

(855) 776-6419  
Registrant's telephone number, including area code

Not Applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

☐ Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

**Item 1.01. Amendment to Material Definitive Agreement**

On January 7, 2021, Interpace Biosciences, Inc. (the "Company") entered into promissory notes with Ampersand 2018 Limited Partnership ("Ampersand"), in the amount of \$3 million (the "Ampersand Note"), and 1315 Capital II, L.P. ("1315 Capital"), in the amount of \$2 million, (the "1315 Capital Note"), respectively (together, the "Notes"), and a related security agreement (the "Security Agreement"). On May 10, 2021, the Company amended the Ampersand Note to increase the principal amount to \$4.5 million, and amended the 1315 Capital Note to increase the principal amount to \$3.0 million. The maturity dates of the Notes were the earlier of (a) June 30, 2021 and (b) the date on which all amounts become due upon the occurrence of any event of default as defined in the Notes.

On June 24, 2021, the Company and Ampersand amended the Ampersand Note to change its maturity date to the earlier of (a) August 31, 2021 and (b) the date on which all amounts become due upon the occurrence of any event of default as defined in the Ampersand Note. On June 25, 2021, the Company and 1315 Capital amended the 1315 Capital Note to change its maturity date in a similar manner. Except with respect to their respective maturity dates, the terms of the Notes are otherwise unchanged. The Security Agreement remains in full force and effect, and was not amended in connection with the amendments to the Notes.

Ampersand holds 28,000 shares of the Company's Series B Convertible Preferred Stock ("Series B"), which are convertible from time to time into an aggregate of 4,666,666 shares of the Company's Common Stock, and 1315 Capital holds 19,000 shares of the Company's Series B, which are convertible from time to time into an aggregate of 3,166,668 shares of the Company's Common Stock. On an as-converted basis, such shares would represent approximately 39.1% and 26.5% of our fully-diluted shares of Common Stock, respectively. As a result, the Company considers the June 24, 2021 and June 25, 2021 amendments to the Notes to be related party transactions.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 above is incorporated by reference into this Item 2.03.

**Item 9.01. Financial Statements and Exhibits.**

*(d) Exhibits.*

<b>Exhibit Number</b>	<b>Description</b>
99.1	<a href="#"><u>Second Amendment to the Ampersand Note, dated June 24, 2021</u></a>
99.2	<a href="#"><u>Second Amendment to the 1315 Capital Note, dated June 25, 2021</u></a>

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Interpace Biosciences, Inc.

By: /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: President and Chief Executive Officer

Date: June 29, 2021

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## SECOND AMENDMENT TO SECURED PROMISSORY NOTE

This Second Amendment to Secured Promissory Note (this “**Amendment**”) is made and entered into as of June 24, 2021 (the “**Amendment Effective Date**”) by and between Interpace Biosciences, Inc., a Delaware corporation (the “**Borrower**”), and Ampersand 2018 Limited Partnership, a Delaware limited partnership (the “**Noteholder**”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Note (as defined below).

**WHEREAS**, the Borrower has entered into that certain Secured Promissory Note dated as of January 7, 2021 (the “**Note**”), made in favor of the Noteholder, in the aggregate principal amount of \$3,000,000.00;

**WHEREAS**, the Borrower and the Noteholder on May 10, 2021 amended the Note to increase its aggregate principal amount to \$4,500,000.00;

**WHEREAS**, pursuant to Section 12.11 of the Note, any term of the Note may be amended or modified with the written consent of the Borrower and the Noteholder; and

**WHEREAS**, the Borrower and Noteholder desire to amend the Note to change its Maturity Date to August 31, 2021.

**NOW, THEREFORE**, in accordance with the foregoing and intending to be legally bound hereby, the Borrower and the Noteholder hereby amend the Note as provided for below, and otherwise further agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

(a) The defined term “Maturity Date” is hereby amended and restated in its entirety as follows:

“Maturity Date” means the earlier of (a) August 31, 2021 and (b) the date on which all amounts under this Note shall become due and payable pursuant to Section 11.

(b) The defined term “Pari Passu Note” is hereby amended and restated in its entirety as follows:

“Pari Passu Note” means that certain Secured Promissory Note dated January 7, 2021, as amended by that certain Amendment to Secured Promissory Note dated as of May 10, 2021, as further Amended by that certain Second Amendment to Secured Promissory Note dated as of June 24, 2021, in the principal amount of \$3,000,000.00.

2. Continued Effectiveness. Except as amended hereby, the Note shall remain in full force and effect and all of the rights and obligations under the Note are hereby affirmed. In the event of a conflict between the Note and this Amendment, this Amendment shall control.

3. References. From and after the Amendment Effective Date, any reference to the Note contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall so otherwise require.

4. Counterparts. This Amendment may be signed in two or more counterparts (including by means of telecopied signature pages) any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the date first above written.

**INTERPACE BIOSCIENCES, INC.**

By /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: President and CEO

**Ampersand 2018 Limited Partnership**

By: AMP-18 Management Company Limited Partnership, its General Partner

By: AMP-18 MC LLC, its General Partner

By /s/ Herbert H. Hooper

Name: Herbert H. Hooper

Title: Managing Member

[Signature Page to Amendment to Secured Promissory Note]

## SECOND AMENDMENT TO SECURED PROMISSORY NOTE

This Second Amendment to Secured Promissory Note (this “**Amendment**”) is made and entered into as of June 25, 2021 (the “**Amendment Effective Date**”) by and between Interpace Biosciences, Inc., a Delaware corporation (the “**Borrower**”), and 1315 Capital II, L.P., a Delaware limited partnership (the “**Noteholder**”). Capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Note (as defined below).

**WHEREAS**, the Borrower has entered into that certain Secured Promissory Note dated as of January 7, 2021 (the “**Note**”), made in favor of the Noteholder, in the aggregate principal amount of \$2,000,000.00;

**WHEREAS**, the Borrower and the Noteholder on May 10, 2021 amended the Note to increase its aggregate principal amount to \$3,000,000.00;

**WHEREAS**, pursuant to Section 12.11 of the Note, any term of the Note may be amended or modified with the written consent of the Borrower and the Noteholder; and

**WHEREAS**, the Borrower and Noteholder desire to amend the Note to change its Maturity Date to August 31, 2021.

**NOW, THEREFORE**, in accordance with the foregoing and intending to be legally bound hereby, the Borrower and the Noteholder hereby amend the Note as provided for below, and otherwise further agree as follows:

1. Amendment to the Note. The Note is hereby amended as follows:

(a) The defined term “Maturity Date” is hereby amended and restated in its entirety as follows:

“Maturity Date” means the earlier of (a) August 31, 2021 and (b) the date on which all amounts under this Note shall become due and payable pursuant to Section 11.

(b) The defined term “Pari Passu Note” is hereby amended and restated in its entirety as follows:

“Pari Passu Note” means that certain Secured Promissory Note dated January 7, 2021, as amended by that certain Amendment to Secured Promissory Note dated as of May 10, 2021, as further Amended by that certain Second Amendment to Secured Promissory Note dated as of June 25, 2021, in the principal amount of \$4,500,000.00.

2. Continued Effectiveness. Except as amended hereby, the Note shall remain in full force and effect and all of the rights and obligations under the Note are hereby affirmed. In the event of a conflict between the Note and this Amendment, this Amendment shall control.

3. References. From and after the Amendment Effective Date, any reference to the Note contained in any notice, request, certificate or other instrument, document or agreement executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall so otherwise require.

4. Counterparts. This Amendment may be signed in two or more counterparts (including by means of telecopied signature pages) any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

**INTERPACE BIOSCIENCES, INC.**

By /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: President and CEO

**1315 CAPITAL II, L.P.**

By: 1315 Capital Management II, LLC, its general partner

By /s/ Adele C. Oliva

Name: Adele C. Oliva

Title: Managing Member

[Signature Page to Amendment to Secured Promissory Note]