

**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): May 5, 2022

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. Entry into a Material Definitive Agreement

On May 5, 2022, Interpace Biosciences, Inc. (the "Company") issued a Subordinated Convertible Promissory Note (the "Convertible Note") to BroadOak Fund V, L.P. ("BroadOak"), pursuant to which BroadOak funded a term loan in the aggregate principal amount of \$2,000,000 (the "Convertible Debt"). The Company will use the proceeds of the Convertible Debt for general corporate purposes and working capital.

The Convertible Note will be converted into shares of common stock of the Company in connection with, and upon the consummation of, a private placement transaction pursuant to which the Company will issue common stock to certain investors, and such conversion will be subject to the same terms and conditions (including purchase price per share) applicable to the purchase of common stock of the Company by such investors. If such private placement transaction is not consummated on or prior to August 5, 2022 (the "Maturity Date"), then the Convertible Note will be converted into an additional term loan advance under the Company's existing subordinated term loan facility with BroadOak (the "BroadOak Facility") on the Maturity Date and will thereafter be subject to the terms of the definitive financing agreements for the BroadOak Facility until repaid in accordance with the terms thereof.

The Convertible Debt bears interest at a fixed rate of interest equal to 9.00% per annum and is unsecured. There are no scheduled amortization payments prior to the Maturity Date.

The Convertible Note contains customary representations and warranties and customary events of default.

The representations and warranties contained in the Convertible Note were made only for purposes of such Convertible Note and as of specific dates, were solely for the benefit of the parties to such Convertible Note, and may be subject to limitations agreed upon by the contracting parties, including being qualified by confidential disclosures

exchanged between the parties in connection with the execution of such Convertible Note. The representations and warranties may have been made for the purposes of allocating contractual risk between the parties to such Convertible Note instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the contracting parties that differ from those applicable to investors. Investors are not third-party beneficiaries under such Convertible Note and should not rely on the representations and warranties or any descriptions thereof as characterizations of the actual state of facts or condition of the Company or any of its subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations and warranties may change after the date of such Convertible Note, and this subsequent information may or may not be fully reflected in the Company's public disclosure.

The foregoing summary of the Convertible Note is not complete and is subject to and qualified in its entirety by reference to the full text of the Convertible Note, a copy of which is filed hereto as Exhibit 10.1 and is incorporated herein by reference.

In connection with the issuance of the Convertible Note, on May 5, 2022, the Company and its subsidiaries entered into a Consent Letter (the "Comerica Consent") with Comerica Bank ("Comerica"), pursuant to which Comerica consented to the issuance of the Convertible Note, the incurrence of the Convertible Debt and the conversion of the Convertible Debt into common stock of the Company or an additional term loan advance under the BroadOak Facility in accordance with the terms of the Convertible Note.

The foregoing summary of the Comerica Consent is not complete and is subject to and qualified in its entirety by reference to the full text of the Comerica Consent, a copy of which is filed hereto as Exhibit 10.2 and is incorporated herein by reference.

In connection with the issuance of the Convertible Note, on May 5, 2022, the Company and its subsidiaries entered into a First Amendment to Loan and Security Agreement and Consent (the "BroadOak Amendment") with BroadOak, pursuant to which, among other things, BroadOak consented to the issuance of the Convertible Note, the incurrence of the Convertible Debt and the conversion of the Convertible Debt into common stock of the Company or an additional term loan advance under the BroadOak Facility in accordance with the terms of the Convertible Note.

The foregoing summary of the BroadOak Amendment is not complete and is subject to and qualified in its entirety by reference to the full text of the BroadOak Amendment, a copy of which is filed hereto as Exhibit 10.3 and is incorporated herein by reference.

The Convertible Debt is subordinated in right of payment to all of the indebtedness and obligations of the Company owing to Comerica under the Company's existing senior secured credit facility with Comerica. In connection with the issuance of the Convertible Note, on May 5, 2022, the Company, BroadOak and Comerica entered into a First Amendment to Subordination and Intercreditor Agreement (the "Intercreditor Amendment"), pursuant to which, among other things, BroadOak agreed that the Convertible Debt is subordinated to all of the indebtedness and obligations of the Company owing to Comerica on the same terms and conditions applicable to the indebtedness and obligations of the Company under the BroadOak Facility.

The foregoing summary of the Intercreditor Amendment is not complete and is subject to and qualified in its entirety by reference to the full text of the Intercreditor Amendment, a copy of which is filed hereto as Exhibit 10.4 and is incorporated herein by reference.

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.

Exhibit Number	Description
10.1	<u>Subordinated Convertible Promissory Note to BroadOak Fund V, L.P., dated May 5, 2022.</u>
10.2	<u>Consent Letter between Comerica Bank and Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC, and Interpace Pharma Solutions, Inc. dated May 5, 2022.</u>
10.3	<u>First Amendment to Loan and Security Agreement and Consent with BroadOak Fund V, L.P. dated May 5, 2022 between Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC, Interpace Pharma Solutions, Inc., and BroadOak Fund V, L.P.</u>
10.4	<u>First Amendment to Subordination and Intercreditor Agreement by and between Comerica Bank, BroadOak Fund V, L.P., Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC and Interpace Pharma Solutions, Inc., dated as of May 5, 2022.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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: May 10, 2022

THIS INSTRUMENT AND THE SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR UPON RECEIPT BY THE COMPANY OF AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT.

THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATED IN ACCORDANCE WITH THE SUBORDINATION AGREEMENT DESCRIBED IN SECTION 6 HEREOF.

SUBORDINATED CONVERTIBLE PROMISSORY NOTE

\$2,000,000.00

May 5, 2022

FOR VALUE RECEIVED, Interpace Biosciences, Inc., a Delaware corporation (the "**Company**"), hereby promises to pay to the order of BroadOak Fund V, L.P. (the "**Holder**"), the principal sum of TWO MILLION DOLLARS AND ZERO CENTS (US\$2,000,000.00) (the "**Principal Amount**"), together with accrued but unpaid interest thereon, payable on the dates and in the manner set forth in this subordinated convertible promissory note (this "**Note**").

1. Interest. Interest will accrue on the outstanding principal balance of this Note from the date of issuance hereof until paid in full (including by way of conversion into Company Shares or an Additional Advance in accordance with the terms hereof) at a fixed rate of interest equal to nine percent (9.00%) per annum. Upon the occurrence and during the continuance of an Event of Default, the outstanding principal balance of this Note will bear interest at a rate per annum equal to three percent (3.00%) per annum in excess of the rate otherwise applicable thereto, unless the Holder, in its sole and absolute discretion, elects to impose a smaller increase.

2. Repayment. This Note shall be "interest-only" until the Maturity Date. Unless earlier converted into Company Shares (as defined below) or an Additional Advance (as defined below), the outstanding principal amount of, and accrued but unpaid interest on, this Note will be due and payable by the Company on August 5, 2022 (the "**Maturity Date**").

3. Prepayments. The Company shall have the option to prepay all or any part of this Note, provided that the Company (i) delivers written notice to the Holder of its election to prepay this Note at least ten (10) days prior to such prepayment, and (ii) pays, on the date of such prepayment, the outstanding principal amount to be prepaid plus accrued and unpaid interest with respect to such principal amount and all other sums, if any, that are then due and payable with respect to this Note.

4. Payments.

4.1 All payments to be made by the Company hereunder shall be made in immediately available funds in U.S. Dollars, without setoff or counterclaim, before 12:00 p.m. Eastern time on the date when due. Payments of principal received after 12:00 p.m. Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment shall be due the next Business Day, and interest shall continue to accrue until paid. For purposes hereof, "**Business Day**" means any day that is not a Saturday, Sunday or federal holiday.

4.2 The Holder has the exclusive right to determine the order and manner in which all payments under this Note may be applied. The Company shall have no right to specify the order or the accounts to which the Holder shall allocate or apply any payments required to be made by the Company to the Holder or otherwise received by the Holder under this Note when any such allocation or application is not specified elsewhere in this Note.

4.3 Interest shall be computed on the basis of a three hundred sixty (360) day year for the actual number of days elapsed. In computing interest, (i) all payments received after 12:00 p.m. Eastern time on any day shall be deemed received at the opening of business on the next Business Day, and (ii) the date of the issuance of this Note shall be included and the date of payment shall be excluded.

5. Security. This Note is a general unsecured obligation of the Company.

6. Priority. Notwithstanding anything herein to the contrary, the indebtedness evidenced by this Note is hereby expressly subordinated in right of payment to the prior payment in full in cash of all of the indebtedness of the Company owed to Comerica Bank (the "**Bank**") pursuant to that certain Loan and Security Agreement, dated as of October 13, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the "**Senior Loan Agreement**"), in accordance with and subject to the terms of that certain Subordination and Intercreditor Agreement, dated as of November 1, 2021 (as amended by that certain First Amendment to Subordination and Intercreditor Agreement, dated as of the date hereof, and as further amended or otherwise modified from time to time, the "**Subordination Agreement**"), by and between the Bank and the Holder, in its capacity as Subordinated Lender (as defined below). The provisions of this Section 6 shall bind any successors or assignees of the Holder and shall benefit any successors or assigns of the Bank. This Section 6 is solely for the benefit of the Holder and the Bank and not for the benefit of the Company or any other party. The Bank is the intended third-party beneficiary of this Section 6. Notwithstanding anything to the contrary set forth herein, neither this Section 6 nor the terms of the Subordination Agreement shall preclude, restrict, prohibit or otherwise affect the conversion of this Note into Company Shares or an Additional Advance in accordance with the terms of Section 7 hereof.

7. Conversion.

7.1 Upon the date of closing of the transactions contemplated by a stock purchase agreement to be entered into by and among the Company and certain purchasers pursuant to which such purchasers shall purchase shares of the Company's common stock, par value \$0.01 per share (the "**Company Shares**"), in a private placement transaction which results in the Company receiving at least \$10,000,000 in net cash proceeds (excluding any amounts received from the Holder and its affiliates) (the "**PIPE Closing**"), the outstanding principal balance of, and all accrued but unpaid interest on, this Note will automatically convert into the number of Company Shares as shall be obtained by dividing the aggregate amount of outstanding principal and accrued but unpaid interest on this Note as of such date by the purchase price per share set forth in such stock purchase agreement and rounded up to the next whole share (if applicable). The issuance of the Company Shares in conversion of this Note pursuant to this Section 7.1 shall be made in accordance with, and subject to, the same terms and conditions applicable to the issuance of the Company Shares issued by the Company in the private placement transaction contemplated by such stock purchase agreement. The Company shall provide not less than five (5) days' prior written notice to the Holder of the PIPE Closing.

7.2 On the date of the PIPE Closing, the Company shall issue and deliver to the Holder a certificate or certificates evidencing the Company Shares (if certificated) into which this Note is converted, or, if the Company Shares are not certificated, shall deliver a true and correct copy of the Company's share register reflecting the Company Shares issued to the Holder, together with such documents, instruments or other agreements as may be necessary or reasonably requested by the Holder in order to evidence the conversion of this Note into the Company Shares. Upon receipt of the foregoing, the Holder shall surrender this original Note marked "cancelled" to the Company.

7.3 In the event that the PIPE Closing has not occurred on or prior to the Maturity Date, or the Company has determined on or prior to such date that the PIPE Closing will not occur, the outstanding principal balance of, and all accrued but unpaid interest on, this Note will automatically convert into an additional term loan advance (an “**Additional Advance**”) under and pursuant to that certain Loan and Security Agreement, dated as of October 29, 2021 (as the same may be amended, restated, supplemented or modified from time to time, the “**Subordinated Loan Agreement**”), by and between the Company, the subsidiaries and affiliates of the Company identified therein as a “Borrower” and the Holder, in its capacity as the lender thereunder (in such capacity, the “**Subordinated Lender**”). On the date of any such conversion pursuant to this Section 7.3, all outstanding indebtedness under this Note shall be deemed to be outstanding under the Subordinated Loan Agreement and at all times thereafter shall be governed by, and subject to, the same terms and conditions applicable to the Term Loan Advance (as defined in the Subordinated Loan Agreement) owing by the Company to the Subordinated Lender thereunder and under the other Loan Documents (as defined in the Subordinated Loan Agreement) until repaid in full in accordance with the terms thereof.

7.4 On the date of any conversion pursuant to Section 7.3, the Company shall execute and deliver to the Subordinated Lender such documents, instruments or other agreements as may be necessary or reasonably requested by the Subordinated Lender in order to evidence the conversion of this Note into the Additional Advance and to ensure the validity and enforceability of such indebtedness against the Company thereunder, including with respect to any security interest granted or purported to be granted by the Company in favor of the Subordinated Lender. Upon receipt of the foregoing, the Holder shall surrender this original Note marked “cancelled” to the Company.

8. Representations and Warranties of the Company. In connection with the transactions contemplated by this Note, the Company hereby represents and warrants to the Holder as follows:

8.1 Due Organization; Power and Authority; Enforceability. The Company is duly existing and in good standing as a corporation in its jurisdiction of formation and is qualified and licensed to do business and is in good standing in any jurisdiction in which the conduct of its business or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to have a material adverse effect on the Company’s business. The Company has full power and authority to enter into this Note and to perform all obligations required to be performed by it hereunder. This Note, when executed and delivered by the Company, will constitute the Company’s valid and legally binding obligation, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws affecting enforcement of creditors’ rights generally, and except as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

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8.2 Authorization; No Conflicts. The execution, delivery and performance by the Company of this Note have been duly authorized, and do not (i) conflict with any of the Company’s organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material requirements of applicable law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, any securities exchange and any self-regulatory organization (collectively, any “**Governmental Authority**”) by which the Company or any of its property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or any consent, authorization, approval, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, issued by, from or to, or other act by or in respect of, any Governmental Authority (collectively, any “**Governmental Approval**”) from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect or are required to be obtained in connection with the authorization and issuance of the Company Shares or the Additional Advance, as applicable) or (v) constitute an event of default under any material agreement by which the Company is bound.

8.3 Offering. Subject to the truth and accuracy of the Holder’s representations and warranties set forth in Section 9 below, the offer, sale and issuance of this Note are exempt from the registration requirements of any applicable state and federal securities laws.

8.4 Valid Issuance of Company Shares. The Company Shares, when issued, sold and delivered upon conversion of this Note, (i) will be duly authorized and validly issued, fully paid and non-assessable, (ii) will be free of restrictions on transfer, other than restrictions on transfer set forth herein and in the governing documents of the Company and restrictions on transfer under any applicable state and federal securities laws, and (iii) based upon the representations and warranties of the Holder set forth in Section 9 below, will be issued in compliance with all applicable federal and state securities laws.

9. Representations and Warranties of the Holder. In connection with the transactions contemplated by this Note, the Holder hereby represents and warrants to the Company as follows:

9.1 Power and Authority; Enforceability. The Holder has full power and authority to enter into this Note and to perform all obligations required to be performed by it hereunder. This Note, when executed and delivered by the Holder, will constitute the Holder’s valid and legally binding obligation, enforceable against the Holder in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and any other laws affecting enforcement of creditors’ rights generally, and except as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

9.2 Authorization; No Conflicts. The execution, delivery and performance by the Holder of this Note have been duly authorized, and do not (i) conflict with any of the Holder’s organizational documents, (ii) contravene, conflict with, constitute a default under or violate any material requirements of applicable law, (iii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which the Holder or any of its property or assets may be bound or affected, (iv) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect) or (v) constitute an event of default under any material agreement by which the Holder is bound.

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9.3 Securities Laws. The Holder is acquiring this Note for its own account and acknowledges that this Note and the Company Shares or Additional Advance into which this Note may be converted (collectively, the “**Securities**”) are being or will be acquired by it for the purpose of investment and not with a view to distribution; the Holder has no present intention of selling, granting any participation in or otherwise distributing the Securities; and the Holder agrees that the documents evidencing the Securities will each bear a restrictive legend stating that the Securities represented thereby have not been registered under applicable federal and state securities laws and referring to restrictions on their transferability and sale.

9.4 Information. The Holder acknowledges that (i) it currently has, and immediately prior to its receipt of the offer of sale from the Company had, such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of this investment and further acknowledges that it is able to bear the economic risk of this investment; and (ii) it has had the opportunity to ask questions of, and receive answers from, management of the Company concerning the Company and the terms and conditions of this investment and to obtain such additional information concerning the Company and its business and financial condition as the Holder has deemed necessary to enable it to make its investment decision.

9.5 Accredited Investor Status. The Holder is an “accredited investor” as such term is defined in Rule 501 of Regulation D of the Securities Act and will furnish any additional information requested by the Company to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities.

9.6 No Reliance. The Holder is not relying, and has not relied, upon any statement, advice (whether accounting, tax, financial, legal or other), representation or warranty made by the Company or any of its affiliates or representatives, except for the representations and warranties made by the Company in this Note, and the Holder has made its own independent decision that the investment in the Securities is suitable and appropriate for the Holder.

9.7 Tax Consequences of the Conversion. The Holder understands that the tax consequences of any conversion of this Note into Company Shares or an Additional Advance will depend in part on its own tax circumstances and that it must consult its own tax adviser about the federal, state and local tax consequences peculiar to its circumstances.

9.8 Restricted Securities. The Holder understands that (i) the Securities have not been, and will not be, registered under the Securities Act or state securities laws, by reason of specific exemptions from the registration provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations and warranties set forth in this Section 9; (ii) the Securities are "restricted securities" under U.S. federal and applicable state securities laws and that, pursuant to these laws, the Holder must hold the Securities indefinitely unless they are registered with the Securities and Exchange Commission and registered or qualified by state authorities or an exemption from such registration and qualification requirements is available; and (iii) the Company has no obligation to register or qualify the Securities for resale and further acknowledges that, if an exemption from registration or qualification is available, it may be conditioned on various requirements, including the time and manner of sale, the holding period for the Securities and other requirements relating to the Company, which are outside of the Holder's control and which the Company is under no obligation, and may not be able, to satisfy.

10. Events of Default; Remedies.

10.1 Events of Default. Any one of the following shall constitute an event of default (an "**Event of Default**") under this Note:

- (a) Payment Default. The Company fails to make any payment of principal or interest on this Note on its due date.
- (b) Misrepresentation. The Company makes any representation, warranty or other statement now or later in this Note, and such representation, warranty or other statement is incorrect in any material respect when made.
- (c) Insolvency. The Company is unable to pay its debts (including trade debts) as they become due or otherwise becomes insolvent; the Company begins an Insolvency Proceeding; or an Insolvency Proceeding is begun against the Company and not dismissed or stayed within sixty (60) days.
- (d) Other Agreements. There is, under any agreement to which the Company is a party with a third party or parties, (i) any default resulting in a right by such third party or parties, whether or not exercised, to accelerate the maturity of any indebtedness in an amount individually or in the aggregate in excess of \$500,000; (ii) any default by the Company, the result of which could have a material adverse effect on the Company's business; or (iii) any event of default under or in respect of the Senior Loan Agreement or the Subordinated Loan Agreement.

10.2 Remedies. While an Event of Default occurs and continues, subject to the Subordination Agreement, the Holder may, without notice or demand, do any or all of the following: (a) declare all indebtedness outstanding under this Note to be immediately due and payable (but, if an Event of Default described in Section 10.1(c) occurs, all indebtedness under this Note shall be immediately due and payable without any action by the Holder); and/or (b) exercise all rights and remedies available to the Holder under this Note or at law or equity.

10.3 No Waiver; Remedies Cumulative. The Holder's failure, at any time or times, to require strict performance by the Company of any provision of this Note shall not waive, affect or diminish any right of the Holder thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by the parties hereto and then is only effective for the specific instance and purpose for which it is given. The Holder's rights and remedies under this Note are cumulative. The Holder has all rights and remedies provided by law or in equity. The Holder's exercise of one right or remedy is not an election and shall not preclude the Holder from exercising any other remedy under this Note or other remedy available at law or in equity, and the Holder's waiver of any Event of Default is not a continuing waiver. The Holder's delay in exercising any remedy is not a waiver, election or acquiescence.

11. Miscellaneous.

11.1 Successors and Assigns. This Note binds and is for the benefit of the successors and permitted assigns of each party. The Company may not assign this Note or any rights or obligations hereunder without the Holder's prior written consent (which may be granted or withheld in the Holder's discretion). The Holder has the right, with the consent of the Company (provided that no such notice or consent shall be required if an Event of Default has occurred and is continuing), to sell, transfer, assign, negotiate, or grant participation in all or any part of, or any interest in, the Holder's obligations, rights, and benefits under this Note.

11.2 Indemnification. The Company agrees to indemnify, defend and hold the Holder and its directors, officers, employees, agents, attorneys or any other person affiliated with or representing the Holder (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") claimed or asserted by any other party in connection with the transactions contemplated by this Note; and (b) all losses or expenses in any way suffered, incurred or paid by such Indemnified Person as a result of, following from, or arising from transactions between the Holder and the Company (including reasonable attorneys' fees and expenses), except for Claims and/or losses directly caused by such Indemnified Person's gross negligence or willful misconduct.

11.3 Time of Essence. Time is of the essence for the performance of all obligations in this Note.

11.4 Severability of Provisions. Each provision of this Note is severable from every other provision in determining the enforceability of any provision.

11.5 Amendments in Writing; Waiver; Integration. No purported amendment or modification of this Note, or waiver, discharge or termination of any obligation under this Note, shall be enforceable or admissible unless, and only to the extent, expressly set forth in a writing signed by the parties hereto. Without limiting the generality of the foregoing, no oral promise or statement, nor any action, inaction, delay, failure to require performance or course of conduct shall operate as, or evidence, an amendment, supplement or waiver or have any other effect on this Note. Any waiver granted shall be limited to the specific circumstance expressly described in it and shall not apply to any subsequent or other circumstance, whether similar or dissimilar, or give rise to, or evidence, any obligation or commitment to grant any further waiver. This Note represents the entire agreement about this subject matter and supersedes prior negotiations or agreements. All prior agreements, understandings, representations, warranties and negotiations between the parties about the subject matter of this Note shall be merged into this Note.

11.6 Counterparts. This Note may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one and the same agreement.

11.7 Survival. All covenants, representations and warranties made in this Note continue in full force until this Note has terminated pursuant to its terms and all obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Note) have been paid in full

and satisfied (including by way of conversion). The obligation of the Company in Section 11.2 to indemnify the Holder shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

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11.8 Confidentiality. In handling any confidential information, the Holder shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to the Holder's subsidiaries or affiliates; (b) to prospective transferees or purchasers of any interest in this Note (provided that the Holder shall obtain any prospective transferee's or purchaser's agreement to the terms of this provision); (c) as required by law, regulation, subpoena or other order (provided that, in any such instance, the Holder will provide the Company with notice as soon as reasonably practicable of such requirement so that the Company may seek a protective order or other appropriate remedy, at the Company's expense, and if such protective order or other remedy is not obtained, the Holder agrees that it will disclose only that portion of the confidential information which it is advised by counsel is legally required to be disclosed); (d) to the Holder's regulators or as otherwise required in connection with the Holder's examination or audit; (e) as required in exercising remedies under this Note; and (f) to third-party service providers of the Holder so long as such service providers have executed a confidentiality agreement with the Holder with terms no less restrictive than those contained herein. Confidential information does not include information that is either: (i) in the public domain or in the Holder's possession when disclosed to the Holder, or becomes part of the public domain after disclosure to the Holder; or (ii) disclosed to the Holder by a third party if the Holder does not know that the third party is prohibited from disclosing the information.

11.9 Attorneys' Fees, Costs and Expenses. In any action or proceeding between the Company and the Holder arising out of or relating to this Note, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.10 Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in this Note shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

11.11 Captions. The headings used in this Note are for convenience only and shall not affect the interpretation of this Note.

11.12 Construction. The parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Note. In cases of uncertainty, this Note shall be construed without regard to which of the parties caused the uncertainty to exist.

11.13 Relationship. The relationship of the parties to this Note is determined solely by the provisions of this Note. The parties do not intend to create any agency, partnership, joint venture, trust, fiduciary or other relationship with duties or incidents different from those of parties to an arm's-length contract.

11.14 Third Parties. Nothing in this Note, whether express or implied, is intended to: (a) confer any benefits, rights or remedies under or by reason of this Note on any persons other than the express parties to it and their respective permitted successors and assigns; (b) relieve or discharge the obligation or liability of any person not an express party to this Note; or (c) give any person not an express party to this Note any right of subrogation or action against any party to this Note.

11.15 Choice of Law; Venue; Jury Trial Waiver. New York law governs this Note without regard to principles of conflicts of law. The Company and the Holder each submits to the exclusive jurisdiction of the State and Federal courts in New York, New York. The Company expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and the Company hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. The Company hereby waives personal service of the summons, complaints, and other process issued in such action or suit and agrees that service of such summons, complaints, and other process may be made by registered or certified mail addressed to the Company at the address set forth in, or subsequently provided by the Company in accordance with, Section 12 of this Note and that service so made shall be deemed completed upon the earlier to occur of the Company's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid.

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TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND THE HOLDER EACH WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS NOTE OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS NOTE. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

12. Notices. All notices, consents, requests, approvals, demands, or other communication by any party to this Note must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three (3) Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. The Holder and the Company may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 12.

If to the Company:

Interpace Biosciences, Inc.
Morris Corporate Center 1, Building C
300 Interpace Parkway
Parsippany, NJ 07054
Attn: Thomas Freeburg, CFO
Email: tfreeburg@interpace.com

If to the Holder:

BroadOak Fund V, L.P.
4800 Montgomery Lane, Suite 230
Bethesda, MD 20814
Attn: Manager
Email: compliance@broadoak.com

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Company and the Holder have each caused this Subordinated Convertible Promissory Note to be issued as of the date first set forth above.

INTERPACE BIOSCIENCES, INC.

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

BROADOAK FUND V, L.P.

By: /s/ William Snider
Name: William Snider
Title: Manager

[Signature Page to Subordinated Convertible Promissory Note]

May 5, 2022

Interpace Biosciences, Inc.
 Morris Corporate Center 1, Building C
 300 Interpace Parkway
 Parsippany, NJ 07054
 Attn: Thomas Freeburg

RE: Loan and Security Agreement (as it may be amended, restated, modified, or supplemented from time to time, "Loan Agreement"), dated as of October 13, 2021, among Comerica Bank ("Bank") and Interpace Biosciences, Inc., a Delaware corporation ("Parent"), Interpace Diagnostics Corporation, a Delaware corporation ("Diagnostics Corporation"), Interpace Diagnostics, LLC, a Delaware limited liability company ("Diagnostics") and Interpace Pharma Solutions, Inc., a Delaware corporation ("Pharma Solutions", and together with Parent, Diagnostics Corporation, and Diagnostics, the "Borrowers" and each individually a "Borrower")

Mr. Freeburg:

Borrowers have advised Bank that Parent desires to incur debt in the amount of \$2,000,000 (the "Convertible Debt") from BroadOak Fund V, L.P. ("Investor") which will be evidenced by a subordinated convertible promissory note (the "Subordinated Note"). Borrowers have requested that Bank consent to the incurrence of the Convertible Debt.

Bank hereby (a) consents to the incurrence of the Convertible Debt by Parent, including Parent's issuance of the Subordinated Note to the Investor, (b) agrees that the Convertible Debt shall be indebtedness permitted under Section 7.4 of the Loan Agreement and shall constitute "Subordinated Debt" for all purposes under the Loan Agreement, and (c) agrees that to the extent permitted under, and in accordance with, the terms of the Subordination Agreement (defined below) and Subordinated Note, the Subordinated Note may be converted into equity interests of the Parent or an additional term loan advance under the Parent's existing subordinated secured term loan facility with the Investor (in which case, such additional term loan advance shall be permitted under Section 7.4 of the Loan Agreement and the related lien securing such indebtedness shall be permitted under Section 7.5 of the Loan Agreement), and such conversion shall be permitted under Section 7.9 of the Loan Agreement; provided, that (1) Investor executes and delivers to Bank an amendment to that certain Subordination and Intercreditor Agreement dated as of November 1, 2021 between Bank and Investor (as amended from time to time, the "Subordination Agreement") in form and substance acceptable to Bank, (2) Borrowers deliver to Bank executed copies of the Subordinated Note and all related documents concurrent with the closing of the Convertible Debt, and (3) no default or Event of Default has occurred and is continuing under the Loan Agreement or any other Loan Document immediately prior to, or immediately after giving effect to, the closing of the Convertible Debt.

Except as specifically set forth herein, this consent shall not be deemed to amend or alter in any respect the terms and conditions of the Loan Agreement (including without limitation all conditions and requirements for Credit Extensions), or any of the other Loan Documents, or to constitute a waiver or release by Bank of any right, remedy, Collateral, default or Event of Default under the Loan Agreement, or any of the other Loan Documents. This consent shall not act as a consent to any other transaction, act or omission, whether related or unrelated thereto and shall not extend to or affect any obligation, covenant or agreement not expressly consented hereto. Furthermore, this consent shall not affect in any manner whatsoever any rights or remedies of Bank with respect to any other non-compliance by Borrower with the Loan Agreement, or the other Loan Documents, whether in the nature of a default or Event of Default, and whether now in existence or subsequently arising, and shall not apply to any other transaction.

The parties agree that this letter agreement may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this letter agreement be as valid as an original manually executed signature of such party and shall be effective to bind such party to this letter agreement, and that any electronically signed document (including this letter agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. If Bank determines in its sole reasonable discretion that the letter agreement has not been timely executed by the Borrowers, the letter agreement contained in the associated DocuSign envelope, will be nullified and voided and this letter agreement will need to be updated and resent upon terms and conditions satisfactory to all parties. Each Borrower hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to Borrowers, in connection therewith. Notwithstanding the foregoing, Bank may require original manually executed signatures.

[Remainder of Page Intentionally Left Blank]

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Except as specifically defined to the contrary herein, capitalized terms used herein shall have the meanings given them in the Loan Agreement.

Very truly yours,

Comerica Bank

By: /s/ Shane Merkord
 Name: Shane Merkord
 Title: Senior Vice President

Acknowledged and Agreed:

INTERPACE BIOSCIENCES, INC.

By: /s/ Thomas W. Burnell
 Name: Thomas W. Burnell
 Title: Chief Executive Officer

INTERPACE DIAGNOSTICS CORPORATION

By: /s/ Thomas W. Burnell
 Name: Thomas W. Burnell
 Title: Chief Executive Officer

INTERPACE DIAGNOSTICS, LLC

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

INTERPACE PHARMA SOLUTIONS, INC.

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

[Signature Page to Consent Letter (4892-3183-5166)]

FIRST AMENDMENT TO LOAN AND SECURITY AGREEMENT AND CONSENT

This First Amendment to Loan and Security Agreement and Consent (this "Amendment") is entered into as of May 5, 2022 between **INTERPACE BIOSCIENCES, INC.**, a Delaware corporation ("Parent"), **INTERPACE DIAGNOSTICS CORPORATION**, a Delaware corporation ("Diagnostics Corporation"), **INTERPACE DIAGNOSTICS, LLC**, a Delaware limited liability company ("Diagnostics"), and **INTERPACE PHARMA SOLUTIONS, INC.**, a Delaware corporation ("Pharma Solutions") and, together with Parent, Diagnostics Corporation and Diagnostics, the "Borrowers" and each individually a "Borrower") and **BROADOAK FUND V, L.P.** ("Lender").

RECITALS

Borrowers and Lender are parties to that certain Loan and Security Agreement, dated as of October 29, 2021, as it may be amended, restated or otherwise modified from time to time (the "Agreement"). The parties desire to amend the Agreement in accordance with the terms of this Amendment. In addition, Borrowers have requested Lender's consent to the incurrence of certain convertible Indebtedness.

NOW, THEREFORE, the parties agree as follows:

1. Consents.

(a) Section 7.4 of the Agreement prohibits the incurrence of Indebtedness other than Permitted Indebtedness. Borrowers have informed Lender that Parent desires to incur certain convertible Indebtedness in an aggregate original principal amount equal to Two Million Dollars (\$2,000,000.00) (the "Convertible Debt") payable to BroadOak Fund V, L.P. (in its capacity as the holder of the Convertible Debt, the "Holder"), under that certain Subordinated Convertible Promissory Note dated as of the date hereof by and among Parent and Holder, a copy of which is attached hereto as Exhibit A ("Convertible Note"). Pursuant to the terms of the Convertible Note, the Convertible Debt may be converted into shares of Parent's common stock (the "Company Shares") or an additional term loan advance under the Agreement (an "Additional Advance"), subject to the terms and conditions set forth in the Convertible Note. Borrowers have requested that Lender consent to the incurrence of the Convertible Debt, the issuance of the Convertible Note and the conversion of the Convertible Debt into Company Shares or an Additional Advance, together with all other necessary or ancillary transactions related to the foregoing (collectively, the "Convertible Debt Transactions").

(b) Lender hereby consents to the Convertible Debt Transactions; provided that no default or Event of Default has occurred (and not been waived in writing by Lender) under any of the Loan Documents prior to the consummation of the Convertible Debt Transactions or would result after giving effect thereto.

(c) Except as specifically set forth herein, the consents above shall not be deemed to amend or alter in any respect the terms and conditions of the Agreement or any of the other Loan Documents, or to constitute a waiver or release by Lender of any right, remedy, Collateral, default or Event of Default under the Agreement or any of the other Loan Documents, except to the extent specifically set forth herein. These consents shall not act as a consent to any other transaction, act or omission, whether related or unrelated thereto and shall not extend to or affect any obligation, covenant or agreement not expressly consented hereto. Furthermore, these consents shall not affect in any manner whatsoever any rights or remedies of Lender with respect to any other non-compliance by any Borrower with the Agreement or the other Loan Documents, whether in the nature of a default or Event of Default, and whether now in existence or subsequently arising, and shall not apply to any other transaction.

2. Amendments to Agreement.

(a) The penultimate sentence of Section 7.7 of the Agreement is hereby amended and restated in its entirety to read as follows:

"Nothing in this Section 7.7 shall restrict (i) the conversion of preferred Equity Interests to common Equity Interests, notwithstanding any deemed dividend which may arise in connection therewith, (ii) the conversion of the Convertible Debt into Equity Interests or (iii) the conversion of the Convertible Debt into additional Obligations under this Agreement."

(b) Section 13.1 of the Agreement is hereby amended to add the following new defined terms in the appropriate alphabetical order:

"**Convertible Debt**" is the Indebtedness of Parent outstanding under the Convertible Note.

"**Convertible Note**" is that certain Subordinated Convertible Promissory Note, dated as of May 5, 2022, by and between Parent and Lender, in an aggregate principal amount equal to \$2,000,000.00.

(c) Clause (a) of the definition of "Permitted Indebtedness" set forth in Section 13.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"(a) Borrower's Indebtedness to Lender (i) under this Agreement and the other Loan Documents and (ii) under the Convertible Note;"

(d) The definition of "Subordinated Debt" set forth in Section 13.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"**Subordinated Debt**" is indebtedness incurred by Borrower subordinated to all of Borrower's now or hereafter indebtedness to Lender (pursuant to a subordination, intercreditor, or other similar agreement in form and substance satisfactory to Lender entered into between Lender and the other creditor), on terms acceptable to Lender; provided that the Obligations and the Convertible Debt shall not constitute Subordinated Debt."

(e) The definition of "Term Loan Advance" set forth in Section 13.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"**Term Loan Advance**" is defined in Section 2.1.1(a) and, if applicable, shall include any additional term loan advance deemed funded to Borrower upon the conversion of the Convertible Note into additional Obligations under this Agreement in accordance with the terms of the Convertible Note."

(f) The definition of "Terminal Multiple" set forth in Section 13.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"**Terminal Multiple**" means, (a) if a Change in Control occurs on or prior to the second anniversary of the Term Loan Advance Date, two tenths (0.20) and (b) upon the earlier of the Term Loan Maturity Date or a Change in Control to occur after the second anniversary of the Term Loan Advance Date, three tenths (0.30)."

3. No course of dealing on the part of Lender or its officers, nor any failure or delay in the exercise of any right by Lender, shall operate as a waiver thereof, and any single or partial exercise of any such right shall not preclude any later exercise of any such right. Lender's failure at any time to require strict performance by Borrower of any provision shall not affect any right of Lender thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an

officer of Lender.

4. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remains in full force and effect in accordance with its terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Lender under the Agreement, as in effect prior to the date hereof.

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5. Each Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct in all material respects as of the date of this Amendment, and that no Event of Default has occurred and is continuing.

6. As a condition to the effectiveness of this Amendment, Lender shall have received, in form and substance satisfactory to Lender, the following:

- (a) this Amendment, duly executed by each Borrower;
- (b) an amendment to the Subordination Agreement, duly executed by Comerica Bank;
- (c) all reasonable Lender Expenses incurred through the date of this Amendment, which may be debited from any of any Borrower's accounts; and
- (d) such other documents, and completion of such other matters, as Lender may reasonably deem necessary or appropriate.

7. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[Remainder of Page Intentionally Left Blank]

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

INTERPACE BIOSCIENCES, INC.

By: /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS CORPORATION

By: /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS, LLC

By: /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE PHARMA SOLUTIONS, INC.

By: /s/ Thomas W. Burnell

Name: Thomas W. Burnell

Title: Chief Executive Officer

BROADOAK FUND V, L.P.

By: /s/ William Snider

Name: William Snider

Title: Manager

FIRST AMENDMENT TO SUBORDINATION AND INTERCREDITOR AGREEMENT

This **First Amendment to Subordination and Intercreditor Agreement** ("First Amendment to Subordination Agreement") is made as of May 5, 2022, by and between **Comerica Bank** ("Bank") and the **BroadOak Fund V, L.P.** ("Creditor").

RECITALS

A. Bank and Creditor entered into that certain Subordination and Intercreditor Agreement dated as of November 1, 2021 (as amended or otherwise modified from time to time, the "Subordination Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Subordination Agreement.

B. In connection with a certain First Amendment to Loan and Security Agreement and Consent ("Subordinated Amendment"), dated as of the date hereof, by and among Creditor and Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC, and Interpace Pharma Solutions, Inc. (jointly and severally "Borrower"), a copy of which is attached hereto as Exhibit A, and that certain Consent under the Senior Loan Agreement, dated as of the date hereof, by and among Bank and Borrower ("Bank Consent"), a copy of which is attached hereto as Exhibit B, Bank and Creditor have agreed to amend the terms of the Subordination Agreement as expressly set forth in this First Amendment to Subordination Agreement.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Bank and Creditor acknowledge as follows:

- Section 1 of the Subordination Agreement is amended by adding (in the correct alphabetical order) or amending and restating, the following defined terms to read as follows:

"Convertible Debt" means the Indebtedness of Interpace Biosciences, Inc. outstanding under the Convertible Note.

"Convertible Note" means that certain Subordinated Convertible Promissory Note, dated as of May 5, 2022, by and between Interpace Biosciences, Inc. and Creditor, in an aggregate principal amount equal to \$2,000,000.

"Permitted Payments" means (a) scheduled repayments of principal when due under the Subordinated Loan Documents as in effect on the date hereof or amended in accordance with the terms hereof (but no prepayments, whether optional or mandatory); (b) scheduled payments of accrued interest (whether payable in cash or in-kind) when due under the Subordinated Loan Documents as in effect on the date hereof or as amended in accordance with the terms hereof (including as may accrue during any Insolvency Proceeding of Borrower or any Guarantor); (c) all reimbursable expenses, costs and professional fees and expenses as and when due under the Subordinated Loan Documents in an annual aggregate amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000); (d) the conversion of the Convertible Debt into equity interests of Interpace Biosciences, Inc. or an additional Term Loan Advance (as defined in the Subordinated Loan Agreement) in accordance with the terms of the Convertible Note and the Subordinated Loan Agreement; and (e) other payments consented to in advance in writing by Bank.

"Subordinated Debt" means all indebtedness, obligations and liabilities (including, without limitation, principal, premium (if any), interest, fees, charges, expenses, costs, professional fees and expenses, and reimbursement obligations) now or hereafter owed by Borrower to Creditor now existing or hereafter arising under or in connection with the Subordinated Loan Documents, which includes without limitation, the Convertible Note, whether absolute or contingent, direct or indirect, joint or several, contemplated or uncontemplated, secured or unsecured, together with all costs of collecting and enforcing such obligations (including attorneys' fees) including but not limited to: (i) all principal, (ii) all interest accruing in respect of such principal amount under the Subordinated Loan Documents whether before or after the commencement by or against Borrower of any bankruptcy, reorganization or similar proceeding; (iii) all obligations or liabilities of Borrower in connection with the redemption or repurchase of any warrant issued under the Subordinated Loan Agreement or in connection with any redemption or repurchase of any equity securities issued or issuable upon exercise of the rights under any such warrant or upon conversion of or in exchange for such warrant or any equity securities issued or issuable thereunder; (iv) all obligations or liabilities of Borrower with respect to any put rights, put options, or dividends in favor of Creditor or under the Subordinated Loan Documents, and (v) such other amounts as may accrue or be incurred in respect of obligations owing under the Subordinated Loan Documents before or after default or workout or the commencement of any Insolvency Proceeding by or against Borrower (or, for purposes of the foregoing clauses (ii) or (v), which would have accrued but for such Insolvency Proceeding and, in each case, whether or not a claim for all or any portion of such amounts is allowed or allowable in such Insolvency Proceeding).

"Subordinated Debt Cap" means Subordinated Debt shall not exceed an aggregate principal amount of Eleven Million Dollars (\$11,000,000), in each case, minus all payments of principal in respect of Subordinated Debt; provided that the Subordinated Debt Cap shall not limit the amount of interest, fees, expenses, indemnification claims and payments, and other like amounts payable to Creditor pursuant to the Subordinated Loan Documents, and the aggregate outstanding amount of obligations under clause (p)(iii) and (p)(iv) above shall not at any time exceed Four Million Dollars (\$4,000,000) and at all times shall be unsecured.

"Subordinated Loan Documents" means that certain Subordinated Loan Agreement and that certain Convertible Note, and all other documents, instruments or agreements entered into in connection therewith or evidencing, guarantying, securing or otherwise documenting the whole or any part of the Subordinated Debt, as the same may from time to time be amended, modified, supplemented, extended, renewed, restated, replaced or refinanced.

- Creditor acknowledges and, to the extent consent is required under the Subordination Agreement, consents to the execution by Bank and Borrower of the Bank Consent and other Senior Loan Documents required to be executed in connection therewith. Bank acknowledges and, to the extent consent is required under the Subordination Agreement, consents to the execution by Subordinated Amendment and other Subordinated Loan Documents required to be executed in connection therewith.
- Except as specifically set forth above, this First Amendment to Subordination Agreement shall not be deemed to amend or alter in any respect the terms and conditions of the Subordination Agreement. Nor shall this First Amendment to Subordination Agreement constitute a waiver or release by Bank of any right, remedy, default or event of default under, or a consent to any transaction not meeting the terms and conditions of, the Subordination Agreement or any of the Subordinated Debt. Furthermore, this First Amendment to Subordination Agreement shall not affect in any manner whatsoever any rights or remedies of Bank or Creditor with respect to any other non-compliance by the Bank or Creditor with the Subordination Agreement, whether in the nature of a default or event of default, and whether now in existence or subsequently arising, and shall not apply to any other transaction.
- Creditor and Bank hereby acknowledge and agree that this First Amendment to Subordination Agreement and the amendments contained herein do not constitute any course of dealing or other basis for altering any obligation of Bank or Creditor or any other party or any rights, privilege or remedy of the Bank under the Subordination Agreement, any other agreement or document, or any contract or instrument.

5. Except as specifically defined to the contrary herein, capitalized terms used in this First Amendment to Subordination Agreement shall have the meanings set forth in the Subordination Agreement.
6. This First Amendment to Subordination Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same First Amendment to Subordination Agreement. Delivery of an executed counterpart of this First Amendment to Subordination Agreement by facsimile, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature of an authorized signer of such party shall be effective as delivery of an original executed counterpart of this certificate, and shall be equally as effective as delivery of a manually executed counterpart of this First Amendment to Subordination Agreement. Any party delivering an executed counterpart of this First Amendment to Subordination Agreement by facsimile, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature of an authorized signer of such party, also shall deliver a manually executed counterpart of this First Amendment to Subordination Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this First Amendment to Subordination Agreement.
7. This First Amendment to Subordination Agreement shall be construed in accordance with and governed by the laws of the State of California.

[Remainder of Page Intentionally Left Blank]

WITNESS the due execution hereof as of the day and year first above written.

“Bank”

COMERICA BANK

By: /s/ Shane Merkord

Name: Shane Merkord

Title: Senior Vice President

“Creditor”

BROADOAK FUND V, L.P.

By: /s/ William Snider

Name: William Snider

Title: Manager

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to First Amendment to Subordination and Intercreditor Agreement]

The undersigned approves of the terms of this First Amendment to Subordination Agreement.

INTERPACE BIOSCIENCES, INC.

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

INTERPACE DIAGNOSTICS CORPORATION

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

INTERPACE DIAGNOSTICS, LLC

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

INTERPACE PHARMA SOLUTIONS, INC.

By: /s/ Thomas W. Burnell
Name: Thomas W. Burnell
Title: Chief Executive Officer

[Signature Page to First Amendment to Subordination and Intercreditor Agreement]

SUBORDINATED AMENDMENT

(see attached)

EXHIBIT B

BANK CONSENT

(see attached)
