

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

FORM 10-Q**

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____

Commission File Number: 000-24249

Interpace Biosciences, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
Incorporation or organization)

22-2919486

(I.R.S. Employer
Identification No.)

Waterview Plaza, Suite 310, 2001 Route 46, Parsippany, NJ 07054

(Address of principal executive offices and zip code)

(855) 776-6419

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐
Non-accelerated filer ☒

Accelerated filer ☐
Smaller reporting company ☒
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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Class	Shares Outstanding November 3, 2023
Common Stock, par value \$0.01 per share	4,321,772

INTERPACE BIOSCIENCES, INC.
FORM 10-Q FOR PERIOD ENDED SEPTEMBER 30, 2023
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PART I. FINANCIAL INFORMATION

INTERPACE BIOSCIENCES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share data)

	September 30, 2023 (unaudited)	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 5,032	\$ 4,828
Accounts receivable	4,830	5,032
Other current assets	1,576	2,294
Total current assets	11,438	12,154
Property and equipment, net	762	480
Intangible assets, net	27	861
Operating lease right of use assets	1,978	2,439
Other long-term assets	45	45
Total assets	\$ 14,250	\$ 15,979
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Accounts payable	\$ 1,352	\$ 1,050
Accrued salary and bonus	1,299	1,456
Other accrued expenses	8,815	8,419
Line of credit - current	-	2,500
Current liabilities of discontinued operations	858	858
Total current liabilities	12,324	14,283
Contingent consideration	-	518
Operating lease liabilities, net of current portion	1,556	1,848
Note payable at fair value	11,565	11,165
Other long-term liabilities	4,949	4,701
Total liabilities	30,394	32,515
Commitments and contingencies (Note 9)		
Redeemable preferred stock, \$.01 par value; 5,000,000 shares authorized, 47,000 shares Series B issued and outstanding	46,536	46,536
Stockholders' deficit:		
Common stock, \$.01 par value; 100,000,000 shares authorized; 4,407,492 and 4,367,830 shares issued, respectively; 4,321,772 and 4,296,710 shares outstanding, respectively	405	405
Additional paid-in capital	188,017	187,516
Accumulated deficit	(249,105)	(249,017)
Treasury stock, at cost (85,720 and 71,120 shares, respectively)	(1,997)	(1,976)
Total stockholders' deficit	(62,680)	(63,072)
Total liabilities and stockholders' deficit	(32,286)	(30,557)
Total liabilities, preferred stock and stockholders' deficit	\$ 14,250	\$ 15,979

The accompanying notes are an integral part of these condensed consolidated financial statements

INTERPACE BIOSCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited, in thousands, except for per share data)

	For The Three Months Ended September 30,		For The Nine Months Ended September 30,	
	2023	2022	2023	2022
Revenue, net	\$ 9,078	\$ 8,189	\$ 29,931	\$ 23,506
Cost of revenue	4,124	3,457	12,163	10,286
Gross profit	4,954	4,732	17,768	13,220
Operating expenses:				
Sales and marketing	2,498	2,236	7,444	6,987
Research and development	149	191	484	626
General and administrative	2,124	2,767	7,515	8,636
Acquisition related amortization expense	199	318	834	953
Change in fair value of contingent consideration	-	-	-	(311)
Total operating expenses	4,970	5,512	16,277	16,891
Operating (loss) income from continuing operations	(16)	(780)	1,491	(3,671)
Interest accretion expense	(26)	(38)	(92)	(123)
Note payable interest	(230)	(230)	(682)	(620)
Other expense, net	(252)	(217)	(408)	(20)
(Loss) income from continuing operations before tax	(524)	(1,265)	309	(4,434)
Provision (benefit) for income taxes	4	(11)	12	24
(Loss) income from continuing operations	(528)	(1,254)	297	(4,458)
Loss from discontinued operations, net of tax	(86)	(12,954)	(385)	(15,936)
Net loss	\$ (614)	\$ (14,208)	\$ (88)	\$ (20,394)
Basic income (loss) per share of common stock:				
From continuing operations	\$ (0.12)	\$ (0.30)	\$ 0.07	\$ (1.05)
From discontinued operations	(0.02)	(3.05)	(0.09)	(3.77)
Net loss per basic and diluted share of common stock	\$ (0.14)	\$ (3.35)	\$ (0.02)	\$ (4.82)
Diluted income (loss) per share of common stock:				
From continuing operations	\$ (0.12)	\$ (0.30)	\$ 0.07	\$ (1.05)
From discontinued operations	(0.02)	(3.05)	(0.09)	(3.77)
Net loss per basic and diluted share of common stock	\$ (0.14)	\$ (3.35)	\$ (0.02)	\$ (4.82)
Weighted average number of common shares and common share equivalents outstanding:				
Basic	4,319	4,242	4,313	4,227
Diluted	4,319	4,242	4,355	4,227

The accompanying notes are an integral part of these condensed consolidated financial statements

INTERPACE BIOSCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
(unaudited, in thousands)

	Common Stock		Treasury Stock		Additional	Accumulated	
	Shares	Amount	Shares	Amount	Paid in Capital	Deficit	Total
Balance -December 31, 2021	4,228,169	\$ 403	32,757	\$ (1,868)	\$ 186,106	\$ (227,059)	\$ (42,418)
Issuance of common stock	44,139	1	-	-	58	-	59
Treasury stock purchased	-	-	13,129	(60)	-	-	(60)
Stock-based compensation expense	-	-	-	-	325	-	325
Net loss	-	-	-	-	-	(2,247)	(2,247)
Balance -March 31, 2022	4,272,308	\$ 404	45,886	\$ (1,928)	\$ 186,489	\$ (229,306)	\$ (44,341)
Issuance of common stock	5,009	-	-	-	-	-	-
Treasury stock purchased	-	-	1,483	(6)	-	-	(6)
Stock-based compensation expense	-	-	-	-	334	-	334
Net loss	-	-	-	-	-	(3,939)	(3,939)
Balance -June 30, 2022	4,277,317	\$ 404	47,369	\$ (1,934)	\$ 186,823	\$ (233,245)	\$ (47,952)
Issuance of common stock	16,349	-	-	-	48	-	48
Treasury stock purchased	-	-	-	-	-	-	-
Stock-based compensation expense	-	-	-	-	519	-	519
Net loss	-	-	-	-	-	(14,208)	(14,208)
Balance -September 30, 2022	4,293,666	\$ 404	47,369	\$ (1,934)	\$ 187,390	\$ (247,453)	\$ (61,593)
Balance -December 31, 2022	4,367,830	\$ 405	71,120	\$ (1,976)	\$ 187,516	\$ (249,017)	\$ (63,072)
Issuance of common stock	22,996	-	-	-	-	-	-
Treasury stock purchased	-	-	8,292	(9)	-	-	(9)
Stock-based compensation expense	-	-	-	-	192	-	192
Net income	-	-	-	-	-	351	351
Balance -March 31, 2023	4,390,826	\$ 405	79,412	\$ (1,985)	\$ 187,708	\$ (248,666)	\$ (62,538)
Stock-based compensation expense	-	-	-	-	157	-	157
Net income	-	-	-	-	-	175	175
Balance -June 30, 2023	4,390,826	\$ 405	79,412	\$ (1,985)	\$ 187,865	\$ (248,491)	\$ (62,206)
Issuance of common stock	16,666	-	-	-	-	-	-
Treasury stock purchased	-	-	6,308	(12)	-	-	(12)
Stock-based compensation expense	-	-	-	-	152	-	152
Net loss	-	-	-	-	-	(614)	(614)
Balance -September 30, 2023	4,407,492	\$ 405	85,720	\$ (1,997)	\$ 188,017	\$ (249,105)	\$ (62,680)

The accompanying notes are an integral part of these condensed consolidated financial statements.

INTERPACE BIOSCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited, in thousands)

	For The Nine Months Ended September 30,	
	2023	2022
Cash Flows From Operating Activities		
Net loss	\$ (88)	\$ (20,394)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	954	2,206
Interest accretion expense	92	123
Amortization of deferred financing fees	42	45
Stock-based compensation	501	1,133
ESPP expense	-	46
Goodwill impairment	-	8,433
Intangible asset impairment	-	3,827
Change in fair value of note payable	400	46
Mark to market on warrants	-	(71)
Change in fair value of contingent consideration	-	(311)
Other changes in operating assets and liabilities:		
Accounts receivable	202	107
Other current assets	176	(45)
Operating lease right of use assets	461	-
Other long-term assets	-	(1)
Accounts payable	228	(447)
Accrued salaries and bonus	(157)	(1,312)
Other accrued expenses	(118)	(914)
Operating lease liabilities	(292)	-
Other long-term liabilities	248	113
Net cash provided by (used in) operating activities	<u>2,649</u>	<u>(7,416)</u>
Cash Flows From Investing Activity		
Proceeds from sale of Interpace Pharma Solutions, net	500	7,431
Working capital adjustment on sale of Interpace Pharma Solutions	(117)	-
Purchase of property and equipment	(328)	(126)
Net cash provided by investing activities	<u>55</u>	<u>7,305</u>
Cash Flows From Financing Activities		
Issuance of common stock, net of expenses	-	106
Proceeds from convertible debt	-	2,000
(Payments) borrowings on line of credit	(2,500)	1,000
Net cash (used in) provided by financing activities	<u>(2,500)</u>	<u>3,106</u>
Net increase in cash, cash equivalents and restricted cash	204	2,995
Cash, cash equivalents and restricted cash from continuing operations– beginning	4,828	2,922
Cash, cash equivalents and restricted cash from discontinued operations– beginning	-	392
Cash, cash equivalents and restricted cash – beginning	<u>\$ 4,828</u>	<u>\$ 3,314</u>
Cash, cash equivalents and restricted cash from continuing operations– ending	<u>\$ 5,032</u>	<u>\$ 6,309</u>
Cash, cash equivalents and restricted cash from discontinued operations– ending	<u>-</u>	<u>-</u>
Cash, cash equivalents and restricted cash – ending	<u>\$ 5,032</u>	<u>\$ 6,309</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

INTERPACE BIOSCIENCES, INC.
NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
(Tabular information in thousands, except per share amounts)

1. OVERVIEW

Nature of Business

Interpace Biosciences, Inc. (“Interpace” or the “Company”) is a company that provides molecular diagnostics, bioinformatics and pathology services for evaluation of risk of cancer by leveraging the latest technology in personalized medicine for improved patient diagnosis and management. The Company develops and commercializes genomic tests and related first line assays principally focused on early detection of patients with indeterminate biopsies and at high risk of cancer using the latest technology.

2. BASIS OF PRESENTATION

The accompanying unaudited interim condensed consolidated financial statements and related notes (the “Interim Financial Statements”) should be read in conjunction with the consolidated financial statements of the Company and its wholly-owned subsidiaries (Interpace Diagnostics Lab Inc., Interpace Diagnostics Corporation, and Interpace Diagnostics, LLC), and related notes as included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, as filed with the Securities & Exchange Commission (“SEC”) on March 27, 2023 and as amended on April 28, 2023.

The Interim Financial Statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States (“GAAP”) for interim financial reporting and the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. The Interim Financial Statements include all normal recurring adjustments that, in the judgment of management, are necessary for a fair presentation of such interim financial statements. Discontinued operations include the Company’s wholly owned subsidiaries: Group DCA, LLC, InServe Support Solutions, TVG, Inc., its commercial services business unit which was sold on December 22, 2015 and its Interpace Pharma Solutions, Inc. business (“Pharma Solutions”) which was sold on August 31, 2022. All significant intercompany balances and transactions have been eliminated in consolidation. Operating results for the nine-month period ended September 30, 2023 are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2023.

3. LIQUIDITY

In October 2021, the Company entered into a \$7.5 million revolving credit facility with Comerica Incorporated (“Comerica”) (the “Comerica Loan Agreement”). See Note 17, *Revolving Line of Credit*, and Note 19, *Subsequent Events* for more details and for updates to the revolving credit facility. Also in October 2021, the Company entered into an \$8.0 million term loan with BroadOak Fund V, L.P. (“BroadOak”) (the “BroadOak Loan Agreement”), the proceeds of which were used to repay in full at their maturity the existing secured promissory note with Ampersand Capital Partners (“Ampersand”) (the “Ampersand Note”) and 1315 Capital II, L.P. (“1315 Capital”) (the “1315 Capital Note”). In May 2022, the Company entered into a Subordinated Convertible Promissory Note agreement with BroadOak for an additional \$2.0 million (the “Convertible Note”), which was converted into a subordinated term loan and was added to the outstanding BroadOak Loan Agreement balance. See Note 14, *Notes Payable*, for more details and Note 19, *Subsequent Events*.

In January 2022, the Company’s registration statement for a rights offering filed with the Securities and Exchange Commission (SEC) became effective; however, the rights offering was subsequently terminated later in January 2022 when the Company announced that the Centers for Medicare & Medicaid Services, or CMS, issued a new billing policy whereby CMS will no longer reimburse for the use of the Company’s ThyGeNEXT[®] and ThyraMIR[®] tests when billed together by the same provider/supplier for the same beneficiary on the same date of service. However, on February 28, 2022, the Company announced that the National Correct Coding Initiative (NCCI) program issued a response on behalf of CMS stating that the January 2022 billing policy reimbursement change for ThyGeNEXT[®] (0245U) and ThyraMIR[®] (0018U) tests has been retroactively reversed to January 1, 2022. In May 2022, the Company was notified by CMS/NCCI that processing of claims for dates of service after January 1, 2022 would be completed beginning July 1, 2022. However, on June 9, 2022, the Company was notified that its local Medicare Administrator Contractor, Novitas Solutions Inc. (“Novitas”) re-priced ThyGeNEXT[®] (0245U) from \$2,919 to \$806.59 retroactively effective to January 1, 2022. On July 20, 2022 the Clinical Diagnostic Laboratory Tests (CDLT) Advisory Panel affirmed a gapfill price for ThyGeNEXT[®] of \$806.59. As a result of the ThyGeNEXT[®] pricing change, the Company reduced its net realizable value, or NRV rates, for ThyGeNEXT[®] Medicare billing to reflect the \$806.59 pricing for tests performed during the second quarter of 2022. In addition, in order to reflect the retroactive pricing change to January 1, 2022, the Company recorded an NRV adjustment of \$0.7 million during the second quarter of 2022 to reduce revenue recorded during the first quarter of 2022. Effective January 1, 2023, the gapfill price for ThyGeNEXT[®] was set at \$1,266.07.

Further, along with many laboratories, the Company may be affected by the Proposed Local Coverage Determination (“LCD”) DL39365, which is currently under consideration by Novitas. If finalized, this Proposed LCD, which governs “Genetic Testing for Oncology,” could impact the existing Medicare coverage for one of our molecular tests, PancraGEN[®]. On June 5, 2023 the Company announced that Novitas issued the final LCD of Genetic Testing for Oncology (L39365) which if finalized, would have established non-coverage for the Company’s widely used PancraGEN[®] test effective July 17, 2023. On July 6, 2023, Novitas announced that it would not be implementing the final Genetic Testing for Oncology LCD (L39365) as scheduled on July 17, 2023. Novitas then issued a new virtually identical proposed LCD affecting the same companies and tests and reaching the same conclusions as noted in the previously rescinded LCD on July 27, 2023. In response, the Company participated in a public meeting presentation and submitted detailed written comments supporting the use of PancraGEN[®]. The timing and content of any final implemented LCD is uncertain at this time; the process could potentially take a year or longer from issuance of the updated proposed LCD to reach a conclusion. As a result, the Company is able to continue offering PancraGEN[®] and the related Point2[®] fluid chemistry tests for amylase, CEA, and glucose. In the event Novitas ultimately restricts coverage for the PancraGEN[®] test, the Company’s liquidity could be negatively impacted.

For the nine months ended September 30, 2023, the Company had operating income from continuing operations of \$1.5 million. As of September 30, 2023, the Company had cash and cash equivalents of \$5.0 million, total current assets of \$11.4 million and current liabilities of \$12.3 million. As of November 3, 2023, the Company had approximately \$3.1 million of cash on hand.

The Company expects to generate positive cash flows from operations for the year ending December 31, 2023. The Company intends to meet its ongoing capital needs by using its available cash, as well as through targeted margin improvement; collection of accounts receivable; containment of costs; and the potential use of other financing options and other strategic alternatives. However, if the Company is unable to meet the financial covenants under the Comerica Loan Agreement, as amended, the revolving line of credit and notes payable will become due and payable immediately. As of November 1, 2023, the Company had \$4.75 million in potential availability under the Comerica Loan Agreement.

The Company continues to explore various strategic alternatives, dilutive and non-dilutive sources of funding, including equity and debt financings, strategic alliances, business development and other sources in order to provide additional liquidity. With the delisting of its common stock from Nasdaq in February 2021, and the possible removal of its common stock from trading on the OTCQX[®] if it failed to meet minimum market capitalization of \$5 million by July 3, 2023, the Company’s ability to raise additional capital on terms acceptable to it has been adversely impacted. There can be no assurance that the Company will be successful in obtaining such funding on terms acceptable to it. The Company was notified in May 2023 that it had met the market capitalization requirements and was cleared to remain on OTCQX[®].

With the improvement in operating cash flows associated with the disposition of the Pharma Solutions business, and the Company’s improved operating performance, as of the date of this filing, the Company anticipates that current cash and cash equivalents and forecasted cash receipts will be sufficient to meet its anticipated cash requirements through the next twelve months.

4. DISCONTINUED OPERATIONS

Liabilities classified as discontinued operations as of both September 30, 2023 and December 31, 2022 consists of accrued expenses of which \$766 of liabilities related to the former commercial services business unit.

The table below presents the significant components of its former Pharma Solutions business unit's results included within loss from discontinued operations, net of tax in the condensed consolidated statements of operations for the three- and nine months ended September 30, 2023 and 2022.

	For The Three Months Ended September 30,		For The Nine Months Ended September 30,	
	2023	2022	2023	2022
Revenue, net	\$ -	\$ 1,267	\$ -	\$ 5,678
Loss from discontinued operations	-	(13,012)	(137)	(15,888)
Income tax expense	86	(58)	248	48
Loss from discontinued operations, net of tax	<u>\$ (86)</u>	<u>\$ (12,954)</u>	<u>\$ (385)</u>	<u>\$ (15,936)</u>

Cash used from discontinued operations, operating activities, for the nine months ended September 30, 2022, was approximately \$2.8 million. There was cash provided by discontinued operations, investing activities, for the nine months ended September 30, 2022 of \$7.3 million which pertained to the net proceeds received from the Pharma Solutions sale. Cash used from discontinued operations, operating activities, was \$20,000, and provided by investing activities was \$0.4 million for the nine months ended September 30, 2023. Depreciation and amortization expense within discontinued operations for the three and nine-months ended September 30, 2022 was \$0.3 million and \$1.1 million, respectively. There was no depreciation and amortization expense for the three or nine months ended September 30, 2023 in discontinued operations.

5. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts of assets and liabilities reported and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Management's estimates are based on historical experience, facts and circumstances available at the time, and various other assumptions that are believed to be reasonable under the circumstances. Significant estimates include accounting for valuation allowances related to deferred income taxes, contingent consideration, allowances for doubtful accounts, revenue recognition, unrecognized tax benefits, and asset impairments involving intangible assets. The Company periodically reviews these matters and reflects changes in estimates in earnings as appropriate. Actual results could materially differ from those estimates.

Revenue Recognition

Our clinical services derive its revenues from the performance of its proprietary assays or tests. The Company's performance obligation is fulfilled upon the completion, review and release of test results to the customer. The Company subsequently bills third-party payers or direct-bill payers for the tests performed. Under Accounting Standards Codification 606, revenue is recognized based on the estimated transaction price or net realizable value, which is determined based on historical collection rates by each payer category for each proprietary test offered by the Company. To the extent the transaction price includes variable consideration, for all third party and direct-bill payers and proprietary tests, the Company estimates the amount of variable consideration that should be included in the transaction price using the expected value method based on historical experience.

For our clinical services, we regularly review the ultimate amounts received from the third-party and direct-bill payers and related estimated reimbursement rates and adjust the NRV's and related contractual allowances accordingly. If actual collections and related NRV's vary significantly from our estimates, we will adjust the estimates of contractual allowances, which affects net revenue in the period such variances become known. The Company recorded an NRV adjustment of \$0.7 million as a reduction of revenue during the second quarter of 2022 to record the impact on revenue recorded during the first quarter of 2022. See Note 3, *Liquidity*, for more details.

For our discontinued Pharma Solutions, project level activities, including study setup and project management, were satisfied over the life of the contract while performance-related obligations were satisfied at a point in time as the Company processes samples delivered by the customer. Revenues were recognized at a point in time when the test results or other deliverables are reported to the customer.

Financing and Payment

For non-Medicare claims, our payment terms vary by payer category. Payment terms for direct-payers in our clinical services are typically thirty days and in our discontinued Pharma Solutions, were up to sixty days. Commercial third-party-payers are required to respond to a claim within a time period established by their respective state regulations, generally between thirty to sixty days. However, payment for commercial third-party claims may be subject to a denial and appeal process, which could take up to two years in some instances where multiple appeals are submitted. The Company generally appeals all denials from commercial third-party payers. We bill Medicare directly for tests performed for Medicare patients and must accept Medicare's fee schedule for the covered tests as payment in full.

Costs to Obtain or Fulfill a Customer Contract

Sales commissions are expensed in the period in which they have been earned. These costs are recorded in sales and marketing expense in the condensed consolidated statements of operations.

Accounts Receivable

The Company's accounts receivable represent unconditional rights to consideration and are generated using its clinical services and its since discontinued Pharma Solutions. The Company's clinical services are fulfilled upon completion of the test, review and release of the test results. In conjunction with fulfilling these services, the Company bills the third-party payer or direct-bill payer. Contractual adjustments represent the difference between the list prices and the reimbursement rates set by third-party payers, including Medicare, commercial payers, and amounts billed to direct-bill payers. Specific accounts may be written off after several appeals, which in some cases may take longer than twelve months. Pharma Solutions represented, primarily, the performance of laboratory tests in support of clinical trials for Pharma Solutions customers. The Company billed these services directly to the customer.

Leases

The Company determines if an arrangement contains a lease in whole or in part at the inception of the contract. Right-of-use ("ROU") assets represent the Company's right to use an underlying asset for the lease term while lease liabilities represent our obligation to make lease payments arising from the lease. All leases with terms greater than twelve months result in the recognition of a ROU asset and a liability at the lease commencement date based on the present value of the lease payments over the lease term. Unless a lease provides all of the information required to determine the implicit interest rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of the lease payments. We use the implicit interest rate in the lease when readily determinable.

Our lease terms include all non-cancelable periods and may include options to extend (or to not terminate) the lease when it is reasonably certain that we will exercise that option. Leases with terms of twelve months or less at the commencement date are expensed on a straight-line basis over the lease term and do not result in the recognition of an asset or liability. See Note 8, *Leases*.

Other Current Assets

Other current assets consisted of the following as of September 30, 2023 and December 31, 2022:

	September 30, 2023	December 31, 2022
Lab supplies	\$ 1,093	\$ 1,224
Prepaid expenses	440	390
Funds in escrow	-	500
Other	43	180
Total other current assets	<u>\$ 1,576</u>	<u>\$ 2,294</u>

In the third quarter of 2023, the \$0.5 million funds in escrow that pertained to the Company's sale of Pharma Solutions in 2022 were released to the Company.

Long-Lived Assets, including Finite-Lived Intangible Assets

Finite-lived intangible assets are stated at cost less accumulated amortization. Amortization of finite-lived acquired intangible assets is recognized on a straight-line basis, using the estimated useful lives of the assets of approximately two years to ten years in acquisition-related amortization expense in the condensed consolidated statements of operations.

The Company reviews the recoverability of long-lived assets and finite-lived intangible assets whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. If the sum of the expected future undiscounted cash flows is less than the carrying amount of the asset, an impairment loss is recognized by reducing the recorded value of the asset to its fair value measured by future discounted cash flows. This analysis requires estimates of the amount and timing of projected cash flows and, where applicable, judgments associated with, among other factors, the appropriate discount rate. Such estimates are critical in determining whether any impairment charge should be recorded and the amount of such charge if an impairment loss is deemed to be necessary.

Basic and Diluted Net Loss per Share

A reconciliation of the number of shares of common stock, par value \$0.01 per share, used in the calculation of basic and diluted loss per share for the three- and nine-month periods ended September 30, 2023 and 2022 is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Basic weighted average number of common shares	4,319	4,242	4,313	4,227
Potential dilutive effect of stock-based awards	-	-	42	-
Diluted weighted average number of common shares	<u>4,319</u>	<u>4,242</u>	<u>4,355</u>	<u>4,227</u>

The Company's Series B Redeemable Preferred Stock, on an as converted basis into common stock of 7,833,334 shares for the three- and nine-months ended September 30, 2023, and the following outstanding stock-based awards and warrants, were excluded from the computation of the effect of dilutive securities on loss per share for the following periods as they would have been anti-dilutive (rounded to thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Options	469	578	394	578
Restricted stock units (RSUs)	277	340	277	340
Warrants	-	54	-	54
	<u>746</u>	<u>972</u>	<u>671</u>	<u>972</u>

6. INTANGIBLE ASSETS

The net carrying value of the identifiable intangible assets from all acquisitions as of September 30, 2023 and December 31, 2022 are as follows:

	Life (Years)	As of September 30, 2023	As of December 31, 2022
		Carrying Amount	Carrying Amount
Asuragen acquisition:			
Thyroid	9	\$ 8,519	\$ 8,519
RedPath acquisition:			
Pancreas test	7	16,141	16,141
Barrett's test	9	6,682	6,682
CLIA Lab	2.3	<u>609</u>	<u>609</u>
Total		\$ 31,951	\$ 31,951
Accumulated Amortization		<u>(31,924)</u>	<u>(31,090)</u>
Net Carrying Value		<u>\$ 27</u>	<u>\$ 861</u>

Amortization expense was approximately \$0.2 million and \$0.3 million for the three-month periods ended September 30, 2023 and 2022, respectively, and \$0.8 million and \$1.0 million for the nine-month periods ended September 30, 2023 and 2022, respectively. The remaining amortization expense of approximately \$27,000 will be amortized in 2023.

7. FAIR VALUE MEASUREMENTS

Cash and cash equivalents, accounts receivable and accounts payable approximate fair value due to their relative short-term nature. The Company's financial liabilities reflected at fair value in the condensed consolidated financial statements include contingent consideration, warrant liability and note payable. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and/or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market-corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based upon observable inputs used in the valuation techniques, the Company is required to provide information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values into three broad levels as follows:

- Level 1: Valuations for assets and liabilities traded in active markets from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2: Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar assets or liabilities.
- Level 3: Valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability. The valuation methodologies used for the Company's financial instruments measured on a recurring basis at fair value, including the general classification of such instruments pursuant to the valuation hierarchy, is set forth in the tables below:

	As of September 30, 2023		Fair Value Measurements As of September 30, 2023		
	Amount	Fair Value	Level 1	Level 2	Level 3
Liabilities:					
Contingent consideration:					
Asuragen ⁽¹⁾	\$ 610	\$ 610	\$ -	\$ -	\$ 610
Note payable:					
BroadOak loan	10,000	11,565	-	-	11,565
	<u>\$ 10,610</u>	<u>\$ 12,175</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,175</u>

(1) See Note 10, *Other Accrued Expenses*

	As of December 31, 2022		Fair Value Measurements As of December 31, 2022		
	Amount	Fair Value	Level 1	Level 2	Level 3
Liabilities:					
Contingent consideration:					
Asuragen ⁽¹⁾	\$ 1,088	\$ 1,088	\$ -	\$ -	\$ 1,088
Note payable:					
BroadOak loan	10,000	11,165	-	-	11,165
	<u>\$ 11,088</u>	<u>\$ 12,253</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 12,253</u>

(1) See Note 10, *Other Accrued Expenses*

In connection with the acquisition of certain assets from Asuragen, Inc., the Company recorded contingent consideration related to contingent payments and other revenue-based payments. The Company determined the fair value of the contingent consideration based on a probability-weighted income approach derived from revenue estimates. The fair value measurement is based on significant inputs not observable in the market and thus represents a Level 3 measurement.

In connection with the BroadOak loan, the Company records the loan at fair value. The fair value of the loan is determined by a probability-weighted approach regarding the loan's change in control feature. See Note 14, *Notes Payable*, for more details. The fair value measurement is based on the estimated probability of a change in control and thus represents a Level 3 measurement.

A roll forward of the carrying value of the Contingent Consideration Liability and BroadOak Loan to September 30, 2023 is as follows:

	December 31, 2022	Issued	Transferred to Accrued Expenses	Accretion/ Interest Accrued	Adjustment to Fair Value/ Mark to Market	September 30, 2023
Asuragen	\$ 1,088	\$ -	\$ (570)	\$ 92	\$ -	\$ 610
BroadOak loans	11,165	-	-	-	400	11,565
	<u>\$ 12,253</u>	<u>\$ -</u>	<u>\$ (570)</u>	<u>\$ 92</u>	<u>\$ 400</u>	<u>\$ 12,175</u>

Certain of the Company's non-financial assets, such as intangible assets are measured at fair value on a nonrecurring basis when there is an indicator of impairment and recorded at fair value only when an impairment charge is recognized.

8. LEASES

The table below presents the lease-related assets and liabilities recorded in the Condensed Consolidated Balance Sheet:

	Classification on the Balance Sheet	September 30, 2023	December 31, 2022
Assets			
Operating lease assets	Operating lease right of use assets	1,978	2,439
Total lease assets		<u>\$ 1,978</u>	<u>\$ 2,439</u>
Liabilities			
Current			
Operating lease liabilities	Other accrued expenses	414	578
Total current lease liabilities		<u>\$ 414</u>	<u>\$ 578</u>
Noncurrent			
Operating lease liabilities	Operating lease liabilities, net of current portion	1,556	1,848
Total long-term lease liabilities		<u>1,556</u>	<u>1,848</u>
Total lease liabilities		<u>\$ 1,970</u>	<u>\$ 2,426</u>

The weighted average remaining lease term for the Company's operating leases was 4.5 years as of September 30, 2023 and the weighted average discount rate for those leases was 11.8%. The Company's operating lease expenses are recorded within "Cost of revenue" and "General and administrative expenses."

The table below reconciles the cash flows to the lease liabilities recorded on the Company's Condensed Consolidated Balance Sheet as of September 30, 2023:

	Operating Leases	
2023 - remaining three months	\$	179
2024		575
2025		450
2026		550
2027-2028		825
Total minimum lease payments		2,579
Less: amount of lease payments representing effects of discounting		609
Present value of future minimum lease payments		1,970
Less: current obligations under leases		414
Long-term lease obligations	\$	1,556

9. COMMITMENTS AND CONTINGENCIES

Litigation

From time to time, the Company may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. When the Company is aware of a claim or potential claim, it assesses the likelihood of any loss or exposure. If it is probable that a loss will result and the amount of the loss can be reasonably estimated, the Company will record a liability for the loss. In addition to the estimated loss, the recorded liability includes probable and estimable legal costs associated with the claim or potential claim. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm the Company's business. There is no pending litigation involving the Company at this time.

Due to the nature of the businesses in which the Company is engaged, it is subject to certain risks. Such risks include, among others, risk of liability for personal injury or death to persons using products or services that the Company promotes or commercializes. There can be no assurance that substantial claims or liabilities will not arise in the future due to the nature of the Company's business activities. There is also the risk of employment related litigation and other litigation in the ordinary course of business.

The Company could also be held liable for errors and omissions of its employees in connection with the services it performs that are outside the scope of any indemnity or insurance policy. The Company could be materially adversely affected if it were required to pay damages or incur defense costs in connection with a claim that is outside the scope of an indemnification agreement; if the indemnity, although applicable, is not performed in accordance with its terms; or if the Company's liability exceeds the amount of applicable insurance or indemnity.

10. OTHER ACCRUED EXPENSES

Other accrued expenses consisted of the following as of September 30, 2023 and December 31, 2022:

	September 30, 2023	December 31, 2022
Accrued royalties	\$ 5,939	\$ 4,909
Contingent consideration	610	569
Operating lease liability	414	578
Accrued sales and marketing - diagnostics	47	40
Accrued lab costs - diagnostics	136	167
Accrued professional fees	562	641
Taxes payable	238	262
Unclaimed property	328	565
All others	541	688
Total other accrued expenses	<u>\$ 8,815</u>	<u>\$ 8,419</u>

11. STOCK-BASED COMPENSATION

Historically, stock options have been granted with an exercise price equal to the market value of the common stock on the date of grant, with expiration 10 years from the date they are granted, and generally vest over a one to three-year period for employees and members of the Board. Upon exercise, new shares will be issued by the Company. The restricted shares and restricted stock units ("RSUs") granted to Board members and employees generally have a three-year graded vesting period and are subject to accelerated vesting and forfeiture under certain circumstances.

There were no stock option awards issued during the nine months ended September 30, 2023. The following table provides the weighted average assumptions used in determining the fair value of the stock option awards granted during the nine-month period ended September 30, 2022.

	September 30, 2022
Risk-free interest rate	1.75%
Expected life	6.0 years
Expected volatility	129.93%
Dividend yield	-

The Company recognized approximately \$0.2 million and \$0.5 million of stock-based compensation expense within continuing operations during the three-month periods ended September 30, 2023 and 2022, respectively and approximately \$0.5 million and \$1.1 million for the nine-month periods ended September 30, 2023 and 2022, respectively. The following table has a breakout of stock-based compensation expense from continuing operations by line item.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Cost of revenue	\$ 13	\$ 19	\$ 39	\$ 67
Sales and marketing	31	42	92	128
General and administrative*	108	440	370	915
Total stock compensation expense	<u>\$ 152</u>	<u>\$ 501</u>	<u>\$ 501</u>	<u>\$ 1,110</u>

* Includes ESPP expense in 2022

12. INCOME TAXES

Generally, accounting standards require companies to provide for income taxes each quarter based on their estimate of the effective tax rate for the full year. The authoritative guidance for accounting for income taxes allows use of the discrete method when it provides a better estimate of income tax expense. Due to the Company's valuation allowance position, it is the Company's position that the discrete method provides a more accurate estimate of income tax expense and therefore income tax expense for the current quarter has been presented using the discrete method. As the year progresses, the Company refines its estimate based on the facts and circumstances by each tax jurisdiction. The following table summarizes income tax expense on loss from continuing operations and the effective tax rate for the three- and nine-month periods ended September 30, 2023 and 2022:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Provision (benefit) for income tax	\$ 4	\$ (11)	\$ 12	\$ 24
Effective income tax rate	(0.8)%	0.9%	3.9%	(0.5)%

Income tax expense for both periods was primarily due to state franchise taxes.

Other long-term liabilities consisted of uncertain tax positions as of September 30, 2023 and December 31, 2022.

13. SEGMENT INFORMATION

We operate under one segment which is the business of developing and selling clinical services.

14. NOTES PAYABLE

BroadOak Loan

On October 29, 2021, the Company and its subsidiaries entered into the BroadOak Loan Agreement, providing for a term loan in the aggregate principal amount of \$8,000,000 (the "Term Loan"). Funding of the Term Loan took place on November 1, 2021. The Term Loan matures upon the earlier of (i) October 31, 2024 or (ii) the occurrence of a change in control, and bears interest at the rate of 9% per annum. The Term Loan is secured by a security interest in substantially all of the Company's and its subsidiaries' assets and is subordinate to the Company's \$7,500,000 revolving credit facility with Comerica Bank. See Note 17, *Revolving Line of Credit*. The Term Loan had an origination fee of 3% of the Term Loan amount, and a terminal payment equal to (i) 15% of the original principal amount of the Term Loan if the change of control occurs on or prior to the first anniversary of the funding of the Term Loan, (ii) 20% of the original principal amount of the Term Loan if the change of control occurs after the first anniversary but on or prior to the second anniversary of the funding of the Term Loan and (iii) 30% of the original principal amount of the Term Loan if the change of control occurs after the second anniversary of the funding of the Term Loan, or if the Term Loan is repaid on its maturity date. For current updates to the BroadOak Loan Agreement see Note 19, *Subsequent Events*, for more details.

The BroadOak Loan Agreement contains affirmative and negative restrictive covenants that are applicable from and after the date of the Term Loan advance. These restrictive covenants, which include restrictions on certain mergers, acquisitions, investments, encumbrances, etc., could adversely affect our ability to conduct our business. The BroadOak Loan Agreement also contains customary events of default.

In connection with the BroadOak Loan Agreement, the Company and its subsidiaries entered into that certain First Amendment to Loan and Security Agreement and Consent with Comerica, dated as of November 1, 2021 (the “Comerica Amendment”), pursuant to which Comerica consented to the Company’s and its subsidiaries’ entry into the BroadOak Loan Agreement, and amended that certain Loan and Security Agreement among Comerica, the Company and its subsidiaries (the “Comerica Loan Agreement”) to, among other things, permit the indebtedness, liens and encumbrances contemplated by the BroadOak Loan Agreement.

As a condition for BroadOak to extend the Term Loan to the Company and its subsidiaries, the Company’s existing creditor, Comerica, and BroadOak entered into that certain Subordination and Intercreditor Agreement, dated as of November 1, 2021, pursuant to which BroadOak agreed to subordinate all of the indebtedness and obligations of the Company and its subsidiaries owing to BroadOak to all of the indebtedness and obligations of the Company and its subsidiaries owing to Comerica (the “Intercreditor Agreement”). BroadOak further agreed to subordinate all of its respective security interests in assets or property of the Company and its subsidiaries to Comerica’s security interests in such assets or property. The Intercreditor Agreement provides that it is solely for the benefit of BroadOak and Comerica and is not for the benefit of the Company or any of its subsidiaries.

The Company concluded that the Note met the definition of a “recognized financial liability” which is an acceptable financial instrument eligible for the fair value option under ASC 825-10-15-4, and did not meet the definition of any of the financial instruments listed within ASC 825-10-15-5 that are not eligible for the fair value option. The Note is not convertible and does not have any component recorded to shareholders’ equity. Accordingly, the Company elected the fair value option for the Note.

BroadOak Convertible Note

On May 5, 2022, the Company issued a Convertible Note to BroadOak, pursuant to which BroadOak funded an aggregate principal amount of \$2 million (the “Convertible Debt”).

The Convertible Note was to 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 would issue common stock to certain investors, and such conversion would 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. Since the private placement transaction was not consummated by August 5, 2022 (the “Maturity Date”), the Convertible Note was converted into an additional term loan advance under the Company’s existing BroadOak Loan Agreement on the Maturity Date. The Convertible Debt bore interest at a fixed rate of 9.0% per annum and was unsecured. There were no scheduled amortization payments prior to the Maturity Date. The Convertible Note contained customary representations and warranties and customary events of default.

The Company entered into a consent letter (the “Comerica Consent”) with 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 Loan Agreement. For current updates to the BroadOak Loan Agreement, see Note 19, *Subsequent Events*.

15. SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental Disclosures of Non Cash Activities (in thousands)

	Nine Months Ended September 30,	
	2023	2022
Taxes accrued for repurchase of restricted shares	\$ 21	\$ 66
Purchase of property and equipment included in accounts payable	74	108
Transaction costs from the sale of Pharma Solutions included in accounts payable	-	137

16. MEZZANINE EQUITY

Redeemable Preferred Stock

On January 10, 2020, the Company entered into a Securities Purchase and Exchange Agreement (the “Securities Purchase and Exchange Agreement”) with 1315 Capital and Ampersand (collectively, the “Investors”) pursuant to which the Company agreed to sell to the Investors an aggregate of \$20.0 million in Series B Preferred Stock of the Company, at an issuance price per share of \$1,000 (“New Investment Shares”). Pursuant to the Securities Purchase and Exchange Agreement, 1315 Capital agreed to purchase 19,000 shares of Series B Preferred Stock at an aggregate purchase price of \$19.0 million and Ampersand agreed to purchase 1,000 shares of Series B Preferred Stock at an aggregate purchase price of \$1.0 million.

In addition, the Company agreed to exchange \$27.0 million of the Company’s existing Series A convertible preferred stock, par value \$0.01 per share, held by Ampersand (the “Series A Preferred Stock”), represented by 270 shares of Series A Preferred Stock with a stated value of \$100,000 per share, which represents all of the Company’s issued and outstanding Series A Preferred Stock, for 27,000 newly issued shares of Series B Preferred Stock (such shares of Series B Preferred Stock, the “Exchange Shares” and such transaction, the “Exchange”). Following the Exchange, no shares of Series A Preferred Stock remained designated, authorized, issued or outstanding. The Series B Preferred Stock has a conversion price of \$6.00.

Voting

On any matter presented to the stockholders of the Company for their action or consideration at any meeting of stockholders of the Company (or by written consent of stockholders in lieu of meeting), each holder of outstanding shares of Series B Preferred Stock will be entitled to cast the number of votes equal to the number of whole shares of the Company’s common stock into which the shares of Series B Preferred Stock held by such holder are convertible as of the record date for determining stockholders entitled to vote on such matter. Except as provided by law or by the Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock (the “Certificate of Designation”), holders of Series B Preferred Stock will vote together with the holders of common stock as a single class and on an as-converted to common stock basis.

Director Designation Rights

The Certificate of Designation also provides each Investor with the following director designation rights: for so long such Investor holds at least sixty percent (60%) of the Series B Preferred Stock issued to it on the Issuance Date (as defined therein), such Investor will be entitled to elect two directors to the Company’s Board of Directors (the “Board”), provided that one of the directors qualifies as an “independent director” under Rule 5605(a)(2) of the listing rules of the Nasdaq Stock Market (or any successor rule or similar rule promulgated by another exchange on which the Company’s securities are then listed or designated) (“Independent Director”). However, if at any time such Investor holds less than sixty percent (60%), but at least forty percent (40%), of the Series B Preferred Stock issued to them on the Issuance Date, such Investor would only be entitled to elect one director to the Board. Any director elected pursuant to the terms of the Certificate of Designation may be removed without cause by, and only by, the affirmative vote of the holders of Series B Preferred Stock. A vacancy in any directorship filled by the holders of Series B Preferred Stock may be filled only by vote or written consent in lieu of a meeting of such holders of Series B Preferred Stock or by any remaining director or directors elected by such holders of Series B Preferred Stock.

Conversion

The Certificate of Designation provides that from and after the Issuance Date and subject to the terms of the Certificate of Designation, each share of Series B Preferred Stock is convertible, at any time and from time to time, at the option of the holder into a number of shares of common stock equal to dividing the amount equal to the greater of the Stated Value of such Series B Preferred Stock, plus any dividends declared but unpaid thereon, or such amount per share as would have been payable had each such share been converted into common stock immediately prior to a liquidation, by six dollars (\$6.00) (subject to adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization affecting such shares). The aggregate number of shares of common stock that may be issued through conversion of all of the New Investment Shares and Exchange Shares is 7,833,334 shares (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares).

Mandatory Conversion

If the Company consummates the sale of shares of common stock to the public in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act pursuant to which the price of the common stock in such offering is at least equal to twelve dollars (\$12.00) (subject to adjustment in the event of any stock dividend, stock split, combination, or other similar recapitalization affecting such shares) and such offering does not include warrants (or any other convertible security) and results in at least \$25,000,000.00 in proceeds, net of the underwriting discount and commissions, to the Company, and the common stock continues to be listed for trading on the Nasdaq Capital Market or another exchange, all outstanding shares of Series B Preferred Stock will automatically be converted into shares of common stock, at the then effective Series B Conversion Ratio (as defined in the Certificate of Designation).

Liquidation

Upon any voluntary or involuntary liquidation, dissolution or winding up of the Company or Deemed Liquidation (as defined in the Certificate of Designation) (a "Liquidation"), the holders of shares of Series B Preferred Stock then outstanding will be entitled to be paid out of the assets of the Company available for distribution to its stockholders (on a pari passu basis with the holders of any class or series of preferred stock ranking on liquidation on a parity with the Series B Preferred Stock), and before any payment will be made to the holders of common stock or any other class or series of preferred stock ranking on liquidation junior to the Series B Preferred Stock by reason of their ownership thereof, an amount per share of Series B Preferred Stock equal to the greater of (i) the Stated Value of such share of Series B Preferred Stock, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had each such share been converted into common stock immediately prior to such Liquidation.

As of September 30, 2023 and December 31, 2022, there were 47,000 Series B issued and outstanding shares of preferred stock, respectively.

17. REVOLVING LINE OF CREDIT

On October 13, 2021, the Company and its subsidiaries entered into the Comerica Loan Agreement with Comerica, providing for a revolving credit facility of up to \$7,500,000 (the "Credit Facility"). The Company may use the proceeds of the Credit Facility for working capital and other general corporate purposes.

The amount that may be borrowed under the Credit Facility is the lower of (i) the revolving limit of \$7,500,000 (the "Revolving Line") and (ii) 80% of the Company's eligible accounts receivable plus an applicable non-formula amount consisting of \$2,000,000 of additional availability at close not based upon the Company's eligible accounts receivable, with such additional availability reducing by \$250,000 per quarter beginning with the quarter ending June 30, 2022. Borrowings on the Credit Facility are limited to \$5,000,000 until 80% of the Company's and its subsidiaries' customers are paying into a collection account or segregated governmental account with Comerica. The Revolving Line can also include, at the Company's option, credit card services with a sublimit of \$300,000. Borrowings on the Revolving Line are subject to an interest rate equal to prime plus 0.50%, with prime being the greater of (x) Comerica's stated prime rate or (y) the sum of (A) the daily adjusting LIBOR rate plus (B) 2.5% per annum. The Company is also required to pay an unused facility fee quarterly in arrears in an amount equal to 0.25% per annum on the average unused but available portion of the Revolving Line for such quarter.

The Credit Facility matured on September 30, 2023, and is secured by a first priority lien on substantially all of the assets of the Company and its subsidiaries. As of September 30, 2023, the balance of the revolving line was zero. For updates to the Revolving Line, see Note 19, *Subsequent Events*.

In April 2022, Comerica waived certain covenants specifically relating to the Company receiving financial statements with a going concern comment or qualification. In April 2022 and August 2022, Comerica waived certain covenants specifically relating to failure to maintain bank accounts outside of Comerica in an aggregate amount not to exceed \$0.5 million during the transition period. Additionally, in August 2022, Comerica waived certain covenants relating to failure to segregate collections made from government account debtors from collections made from all other account debtors and customers.

The Comerica Loan Agreement contains affirmative and negative restrictive covenants that are applicable whether or not any amounts are outstanding under the Comerica Loan Agreement. These restrictive covenants, which include restrictions on certain mergers, acquisitions, investments, encumbrances, etc., could adversely affect our ability to conduct our business. The Comerica Loan Agreement also contains financial covenants requiring specified minimum liquidity and minimum revenue thresholds, which the Company was in compliance with as of September 30, 2023, and also contains customary events of default.

18. RECENT ACCOUNTING STANDARDS

Accounting Pronouncements Adopted

The FASB issued new guidance under ASC Topic 326, Financial Instruments Credit Losses. The guidance changes the allowance on accounts receivable from an incurred method to an expected method. The Company adopted ASC Topic 326 on January 1, 2023 and it had no material effect on the condensed consolidated financial statements.

19. SUBSEQUENT EVENTS

Amendment to BroadOak Loan and Security Agreement

On October 24, 2023, the Company entered into a Second Amendment to Loan and Security Agreement (“Amendment”) with BroadOak. The primary changes to the original BroadOak Loan Agreement were as follows:

- The Company made a one-time payment in an aggregate amount equal to \$2,500,000, on October 30, 2023 and applied to the payment in full satisfaction of the \$3,000,000 Terminal Payment (as defined in the BroadOak Loan Agreement). See Note 14, *Notes Payable*, regarding the Terminal Payment.
- Effective November 1, 2023, the interest rate under the BroadOak Loan Agreement is to be reduced from 9% to 8% through the maturity date of October 31, 2024 or earlier, upon the occurrence of a change in control (“Loan Maturity Date”).
- The Company has the option to request an extension of the Loan Maturity Date in writing no less than sixty days prior to the Loan Maturity Date. If BroadOak agrees to the extension, the Loan Maturity Date would automatically be extended.

Updates to Revolving Line of Credit

On October 6, 2023, effective September 30, 2023, the Company entered into a Fifth Amendment to its Loan and Security Agreement (the “Fifth Amendment to the Comerica Loan Agreement”) with Comerica Bank providing for a revolving credit facility of up to \$5,000,000. This agreement will expire on September 30, 2024. The Company may use the proceeds of the Credit Facility for working capital and other general corporate purposes. The amount that may be borrowed under the Credit Facility is the lower of (i) the revolving limit of \$5,000,000 and (ii) 80% of the Company’s eligible accounts receivable plus up to but not exceeding \$1.5 million in the Company’s Medicare accounts (excluding Medicare Advantage thyroid accounts). Borrowings on the Revolving Line are subject to an interest rate equal to the Term Secured Overnight Financing Rate (“SOFR”) Screen Rate plus one-tenth of one percent.

The Fifth Amendment to the Comerica Loan Agreement contains affirmative and negative restrictive covenants that are applicable whether or not any amounts are outstanding under the Comerica Loan Agreement. These restrictive covenants, which include restrictions on certain mergers, acquisitions, investments, encumbrances, etc., could adversely affect our ability to conduct our business. The Comerica Loan Agreement also contains financial covenants requiring specified minimum liquidity and minimum adjusted EBITDA thresholds. Pursuant to the Fifth Amendment to the Comerica Loan Agreement, Comerica consented to waive a covenant constituting an event of default under the Comerica Loan Agreement regarding a going concern qualification issued in connection with the Company’s 2022 fiscal year audit.

INTERPACE BIOSCIENCES, INC

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

This quarterly report on Form 10-Q contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Statements that are not historical facts, including statements about our plans, objectives, beliefs and expectations, are forward-looking statements. Forward-looking statements include statements preceded by, followed by or that include the words "believes," "expects," "anticipates," "plans," "estimates," "intends," "projects," "should," "could," "may," "will" or similar words and expressions. These forward-looking statements are contained throughout this Form 10-Q.

Forward-looking statements are only predictions and are not guarantees of future performance. These statements are based on current expectations and assumptions involving judgments about, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond our control. These predictions are also affected by known and unknown risks, uncertainties and other factors that may cause our actual results to be materially different from those expressed or implied by any forward-looking statement. Many of these factors are beyond our ability to control or predict. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors. Such factors include, but are not limited to, the following:

- we have a history of operating losses and our clinical services have generated limited revenue;
- our expectations of future revenues, expenditures, capital or other funding requirements;
- our reliance on Medicare reimbursement for our clinical services and our being subject to decisions of the Center for Medicare and Medicaid Services ("CMS") regarding reimbursement and pricing of our clinical services which could have a material adverse effect on our business and financial results;
- our ability to continue to perform, bill and receive reimbursement for our PancraGEN[®] molecular test long-term under the existing local coverage determination ("LCD"), given that such LCD is currently under review by Novitas, the Company's Medicare administrative contractor;
- our secured lenders have the right to foreclose on substantially all of our assets if we are unable to timely repay our outstanding obligations;
- our dependence on sales and reimbursements from our clinical services for all of our revenue;
- the ability to continue to generate sufficient revenue from our clinical service products and other products and/or solutions that we develop in the future is important for our ability to meet our financial and other targets;
- our ability to finance our business on acceptable terms in the future, which may limit the ability to grow our business, develop and commercialize products and services, develop and commercialize new molecular clinical service solutions and technologies;
- our obligations to make royalty and milestone payments to our licensors;
- our dependence on third parties for the supply of some of the materials used in our clinical services tests;

- the potential adverse impact of current and future laws, licensing requirements and governmental regulations upon our business operations, including but not limited to the evolving U.S. regulatory environment related to laboratory developed tests (“LDTs”), pricing of our tests and services and patient access limitations;
- our reliance on our sales and marketing activities for future business growth and our ability to continue to expand our sales and marketing activities;
- our being subject to the controlling interests of our two private equity investors who control, on an as-converted basis, an aggregate of 64.4% of our outstanding shares of common stock through their holdings of our Series B Preferred Stock, and this concentration of ownership along with their authority for designation rights for a majority of our directors and their right to approve certain of our actions has a substantial influence on our decisions;
- the delisting of our common stock from Nasdaq and subsequent trading on OTCQX[®] has adversely affected and may continue to adversely affect our common stock and business and financial condition;
- geopolitical and other economic and political conditions or events (such as the wars in Ukraine and Israel/Gaza);
- our ability to implement our business strategy; and
- the potential impact of existing and future contingent liabilities on our financial condition.

Please see Part I – Item 1A – “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022 filed with the SEC on March 27, 2023, and as amended on April 28, 2023, as well as other documents we file with the SEC from time-to-time, for other important factors that could cause our actual results to differ materially from our current expectations as expressed in the forward-looking statements discussed in this Form 10-Q. Because of these and other risks, uncertainties and assumptions, you should not place undue reliance on these forward-looking statements. In addition, these statements speak only as of the date of the report in which they are set forth and, except as may be required by law, we undertake no obligation to revise or update publicly any forward-looking statements for any reason.

OVERVIEW

We are a fully integrated commercial company that provides molecular diagnostics, bioinformatics and pathology services for evaluation of risk of cancer by leveraging the latest technology in personalized medicine for improved patient diagnosis and management. We develop and commercialize genomic tests and related first line assays principally focused on early detection of patients with indeterminate biopsies and at high risk of cancer using the latest technology.

Impact of Our Reliance on CMS and Novitas

In January 2022, CMS stated they would no longer reimburse for the use of the Company’s ThyGeNEXT[®] and ThyraMIR[®] tests when billed together by the same provider/supplier for the same beneficiary on the same date of service. However, on February 28, 2022, the Company announced that the National Correct Coding Initiative (NCCI) program issued a response on behalf of CMS stating that the January 2022 billing policy reimbursement change for ThyGeNEXT[®] (0245U) and ThyraMIR[®] (0018U) tests has been retroactively reversed to January 1, 2022. In May 2022, the Company was notified by CMS/NCCI that processing of claims for dates of service after January 1, 2022 would be completed beginning July 1, 2022. However, on June 9, 2022, the Company was notified that Novitas re-priced ThyGeNEXT[®] (0245U) from \$2,919 to \$806.59 retroactively effective to January 1, 2022. On July 20, 2022, the Clinical Diagnostic Laboratory Tests (CDLT) Advisory Panel affirmed a gapfill price of \$806.59. As a result of the ThyGeNEXT[®] pricing change, the Company reduced its NRV rates for ThyGeNEXT[®] Medicare billing to reflect the \$806.59 pricing for tests performed during the second quarter of 2022. In addition, in order to reflect the retroactive pricing change to January 1, 2022, the Company recorded an NRV adjustment of \$0.7 million during the second quarter of 2022 to reduce revenue recorded during the first quarter of 2022. During July 2022, the Company began implementing cost-savings initiatives including a reduction in headcount and incidental expenses and a freeze on all non-essential travel and hiring. In August 2022, the Company sold its Pharma Solutions business. Effective January 1, 2023, the gapfill price for ThyGeNEXT[®] was set at \$1,266.07.

Further, along with many laboratories, we may be affected by the Proposed LCD DL39365, which is currently under consideration by our local Medicare Administrative Contractor, Novitas. If finalized, this Proposed LCD, which governs “Genetic Testing for Oncology,” could impact the existing Medicare coverage for one of our molecular tests, PancraGEN[®]. On June 5, 2023 we announced that Novitas issued the final LCD of Genetic Testing for Oncology (L39365) which, if finalized, would have established non-coverage for the Company’s widely used PancraGEN[®] test effective July 17, 2023. On July 6, 2023, Novitas announced that it would not be implementing the final Genetic Testing for Oncology LCD (L39365) as scheduled on July 17, 2023. Novitas then issued a new virtually identical proposed LCD affecting the same companies and tests and reaching the same conclusions as noted in the previously rescinded LCD on July 27, 2023. In response, the Company participated in a public meeting presentation and submitted detailed written comments supporting the use of PancraGEN[®]. The timing and content of any final implemented LCD is uncertain at this time; the process could potentially take a year or longer from issuance of the updated proposed LCD to reach a conclusion. As a result, we are able to continue offering PancraGEN[®] and the related Point2[®] fluid chemistry tests for amylase, CEA, and glucose. In the event Novitas ultimately restricts coverage for the PancraGEN[®] test, the Company’s liquidity could be negatively impacted.

Impact of the ongoing military conflict between Russia and Ukraine and the war between Israel and Hamas.

In February 2022, Russian military forces invaded Ukraine, and although the length, impact, and outcome of the ongoing war in Ukraine is highly unpredictable, this war has led, and could continue to lead, to significant market and other disruptions, including instability in financial markets, supply chain interruptions, political and social instability, and increases in cyberattacks, intellectual property theft, and espionage. We are actively monitoring the situation in Ukraine and assessing its impact on our business.

We have no way to predict the progress or outcome of the war in Ukraine or its impacts in Ukraine, Russia, or Belarus as the war, and any resulting government reactions, are rapidly developing and beyond our control.

Further, on October 7, 2023, Hamas, a U.S. designated Foreign Terrorist Organization, launched terrorist attacks against Israel. Israel then declared war on Hamas and there is currently an armed conflict in Israel and the Gaza Strip. The extent and duration of the wars in Ukraine and Israel/Gaza expanding geopolitical tensions and any resulting market disruptions could be significant and could potentially have a substantial impact on the global economy and our business for an unknown period of time. Any of the above-mentioned factors could materially adversely affect our business, financial condition, and results of operations.

We are also monitoring other macro-economic and geopolitical developments such as inflation and cybersecurity risks so that the Company can be prepared to react to new developments as they arise.

Revenue Recognition

Clinical services derive revenues from the performance of proprietary assays or tests. Our performance obligation is fulfilled upon completion, review and release of test results to the customer, at which time we bill third-party payers or direct-bill payers for the tests performed. Under Accounting Standards Codification 606, revenue is recognized based upon the estimated transaction price or net realizable value (“NRV”), which is determined based on historical collection rates by each payer category for each proprietary test offered. To the extent that the transaction price includes variable consideration, for all third party and direct-bill payers and proprietary tests, we estimate the amount of variable consideration that should be included in the transaction price using the expected value method based on historical experience.

The ultimate amounts received from the third-party and direct-bill payers and related estimated reimbursement rates are regularly reviewed and we adjust the NRV’s and related contractual allowances accordingly. If actual collections and related NRV’s vary significantly from our estimates, we adjust the estimates of contractual allowances, which affects net revenue in the period such variances become known.

Cost of Revenue

Cost of revenue consists primarily of the costs associated with operating our laboratory and other costs directly related to our tests. Personnel costs, which constitute the largest portion of cost of services, include all labor-related costs, such as salaries, bonuses, fringe benefits and payroll taxes for laboratory personnel. Other direct costs include, but are not limited to, laboratory supplies, certain consulting expenses, royalty expenses, and facility expenses.

CONDENSED CONSOLIDATED RESULTS OF OPERATIONS

The following table sets forth, for the periods indicated, certain statements of operations data. The trends illustrated in this table may not be indicative of future results.

Condensed Consolidated Results of Continuing Operations for the Quarter Ended September 30, 2023 Compared to the Quarter Ended September 30, 2022 (unaudited, in thousands)

	Three Months Ended September 30,			
	2023	2023 % to revenue	2022	2022 % to revenue
Revenue, net	\$ 9,078	100.0%	\$ 8,189	100.0%
Cost of revenue	4,124	45.4%	3,457	42.2%
Gross profit	4,954	54.6%	4,732	57.8%
Operating expenses:				
Sales and marketing	2,498	27.5%	2,236	27.3%
Research and development	149	1.6%	191	2.3%
General and administrative	2,124	23.4%	2,767	33.8%
Acquisition related amortization expense	199	2.2%	318	3.9%
Total operating expenses	4,970	54.7%	5,512	67.3%
Operating loss	(16)	-0.2%	(780)	-9.5%
Interest accretion expense	(26)	-0.3%	(38)	-0.5%
Note payable interest	(230)	-2.5%	(230)	-2.8%
Other expense, net	(252)	-2.8%	(217)	-2.6%
Loss from continuing operations before tax	(524)	-5.8%	(1,265)	-15.4%
Provision (benefit) for income taxes	4	0.0%	(11)	-0.1%
Loss from continuing operations	(528)	-5.8%	(1,254)	-15.3%
Loss from discontinued operations, net of tax	(86)	-0.9%	(12,954)	-158.2%
Net loss	\$ (614)	-6.8%	\$ (14,208)	-173.5%

Revenue, net

Consolidated revenue, net for the three months ended September 30, 2023 increased by \$0.9 million, or 11%, to \$9.1 million, compared to \$8.2 million for the three months ended September 30, 2022. The increase in net revenue was largely driven by increased test volumes as compared to the prior year.

Cost of revenue

Consolidated cost of revenue for the three months ended September 30, 2023 was \$4.1 million, as compared to \$3.5 million for the three months ended September 30, 2022. As a percentage of revenue, cost of revenue was approximately 45% for the three months ended September 30, 2023 and 42% for the three months ended September 30, 2022, the percentage increase primarily being due to increased lab costs.

Gross profit

Consolidated gross profit was approximately \$5.0 million for the three months ended September 30, 2023 and \$4.7 million for the three months ended September 30, 2022. The gross profit percentage was approximately 55% for the three months ended September 30, 2023 and 58% for the three months ended September 30, 2022.

Sales and marketing expense

Sales and marketing expense was approximately \$2.5 million for the three months ended September 30, 2023 and \$2.2 million for the three months ended September 30, 2022. As a percentage of revenue, sales and marketing expense increased to 28% from 27% in the comparable prior year period.

Research and development

Research and development expense was approximately \$0.1 million for the three months ended September 30, 2023 and \$0.2 million for the three months ended September 30, 2022. As a percentage of revenue, research and development expense was approximately 2% in both periods.

General and administrative

General and administrative expense was approximately \$2.1 million for the three months ended September 30, 2023 and \$2.8 million for the three months ended September 30, 2022. The decrease was primarily driven by a decrease in professional services of \$0.5 million.

Acquisition amortization expense

During the three months ended September 30, 2023 and September 30, 2022, we recorded amortization expense of approximately \$0.2 million and \$0.3 million, respectively, which is related to intangible assets associated with prior acquisitions.

Operating loss

Operating loss from continuing operations was \$16,000 for the three months ended September 30, 2023, as compared to an operating loss of \$0.8 million for the three months ended September 30, 2022. The improved operating loss was primarily attributable to the decrease in general and administrative expenses discussed above.

Provision (benefit) for income taxes

Income tax expense was approximately \$4,000 for the three months ended September 30, 2023 and a benefit of \$11,000 for the three months ended September 30, 2022.

Loss from discontinued operations, net of tax

We had a loss from discontinued operations of approximately \$0.1 million for the three months ended September 30, 2023 and a loss from discontinued operations of approximately \$13.0 million for the three months ended September 30, 2022. The loss from discontinued operations for the three months ended September 30, 2022 included operating losses associated with the former Pharma Solutions unit.

Condensed Consolidated Results of Continuing Operations for the Nine Months Ended September 30, 2023 Compared to the Nine Months Ended September 30, 2022 (unaudited, in thousands)

	Nine Months Ended September 30,			
	2023	2023 % to revenue	2022	2022 % to revenue
Revenue, net	\$ 29,931	100.0%	\$ 23,506	100.0%
Cost of revenue	12,163	40.6%	10,286	43.8%
Gross profit	17,768	59.4%	13,220	56.2%
Operating expenses:				
Sales and marketing	7,444	24.9%	6,987	29.7%
Research and development	484	1.6%	626	2.7%
General and administrative	7,515	25.1%	8,636	36.7%
Acquisition related amortization expense	834	2.8%	953	4.1%
Change in fair value of contingent consideration	-	0.0%	(311)	-1.3%
Total operating expenses	16,277	54.4%	16,891	71.9%
Operating income (loss)	1,491	5.0%	(3,671)	-15.6%
Interest accretion expense	(92)	-0.3%	(123)	-0.5%
Note payable interest	(682)	-2.3%	(620)	-2.6%
Other expense, net	(408)	-1.4%	(20)	-0.1%
Income (loss) from continuing operations before tax	309	1.0%	(4,434)	-18.9%
Provision for income taxes	12	0.0%	24	0.1%
Income (loss) from continuing operations	297	1.0%	(4,458)	-19.0%
Loss from discontinued operations, net of tax	(385)	-1.3%	(15,936)	-67.8%
Net loss	\$ (88)	-0.3%	\$ (20,394)	-86.8%

Revenue, net

Consolidated revenue, net for the nine months ended September 30, 2023 increased by \$6.4 million, or 27%, to \$29.9 million, compared to \$23.5 million for the nine months ended September 30, 2022. The increase in net revenue was largely driven by increased test volumes as compared to the prior year as well as improved collections.

Cost of revenue

Consolidated cost of revenue for the nine months ended September 30, 2023 was \$12.2 million, as compared to \$10.3 million for the nine months ended September 30, 2022. As a percentage of revenue, cost of revenue was approximately 41% for the nine months ended September 30, 2023 and 44% for the nine months ended September 30, 2022, the percentage decrease was due to the increase in revenue discussed above.

Gross profit

Consolidated gross profit was approximately \$17.8 million for the nine months ended September 30, 2023 and \$13.2 million for the nine months ended September 30, 2022. The gross profit percentage was approximately 59% for the nine months ended September 30, 2023 and 56% for the nine months ended September 30, 2022. The increase was primarily due to the increase in revenue discussed above.

Sales and marketing expense

Sales and marketing expense was approximately \$7.4 million for the nine months ended September 30, 2023 and \$7.0 million for the nine months ended September 30, 2022. As a percentage of revenue, sales and marketing expense decreased to 25% from 30% in the comparable prior year period primarily due to the increase in revenue.

Research and development

Research and development expense was \$0.5 million for the nine months ended September 30, 2023 and \$0.6 million for the nine months ended September 30, 2022. As a percentage of revenue, research and development expense decreased to 2% from 3% in the comparable prior year period.

General and administrative

General and administrative expense was approximately \$7.5 million for the nine months ended September 30, 2023 and \$8.6 million for the nine months ended September 30, 2022. The decrease can be primarily attributed to a decrease in employee compensation costs compared to the prior year.

Acquisition amortization expense

During the nine months ended September 30, 2023 and September 30, 2022, we recorded amortization expense of approximately \$0.8 million and \$1.0 million, respectively, which is related to intangible assets associated with prior acquisitions.

Change in fair value of contingent consideration

During the nine months ended September 30, 2022, there was a \$0.3 million decrease in the contingent consideration liability due to the impact of the ThyGeNEXT[®] pricing change on future projected revenues.

Operating income (loss)

Operating income from continuing operations was \$1.5 million for the nine months ended September 30, 2023 as compared to an operating loss of \$3.7 million for the nine months ended September 30, 2022. The operating income was primarily attributable to the increases in revenue and gross profit discussed above.

Provision for income taxes

Income tax expense was approximately \$12,000 for the nine months ended September 30, 2023 and \$24,000 for the nine months ended September 30, 2022. Income tax expense for both periods was primarily driven by minimum state and local taxes.

Loss from discontinued operations, net of tax

We had a loss from discontinued operations of approximately \$0.4 million for the nine months ended September 30, 2023 and a loss from discontinued operations of approximately \$15.9 million for the nine months ended September 30, 2022. The loss for the nine months ended September 30, 2022 was primarily attributed to the impairment of goodwill and intangible assets associated with the Pharma Solutions business. The loss from discontinued operations for the nine months ended September 30, 2023 pertained to state taxes and close out costs associated with Pharma Solutions.

Non-GAAP Financial Measures

In addition to the United States generally accepted accounting principles, or GAAP, results provided throughout this document, we have provided certain non-GAAP financial measures to help evaluate the results of our performance. We believe that these non-GAAP financial measures, when presented in conjunction with comparable GAAP financial measures, are useful to both management and investors in analyzing our ongoing business and operating performance. We believe that providing the non-GAAP information to investors, in addition to the GAAP presentation, allows investors to view our financial results in the way that management views financial results.

In this Quarterly Report on Form 10-Q, we discuss Adjusted EBITDA, a non-GAAP financial measure. Adjusted EBITDA is a metric used by management to measure cash flow of the ongoing business. Adjusted EBITDA is defined as income or loss from continuing operations, plus depreciation and amortization, non-cash stock based compensation, interest and taxes, and other non-cash expenses including change in fair value of notes payable and warrant liability. The table below includes a reconciliation of this non-GAAP financial measure to the most directly comparable GAAP financial measure.

Reconciliation of Adjusted EBITDA (Unaudited)
(\$ in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
(Loss) income from continuing operations (GAAP Basis)	\$ (528)	\$ (1,254)	\$ 297	\$ (4,458)
Depreciation and amortization	241	353	954	1,076
Stock-based compensation	152	501	501	1,110
Tax expense (benefit)	4	(11)	12	24
Interest accretion expense	26	38	92	123
Note payable interest	230	230	682	620
Mark to market on warrant liability	-	(3)	-	(71)
Change in fair value of note payable	259	206	400	46
Change in fair value of contingent consideration	-	-	-	(311)
Adjusted EBITDA	<u>\$ 384</u>	<u>\$ 60</u>	<u>\$ 2,938</u>	<u>\$ (1,841)</u>

LIQUIDITY AND CAPITAL RESOURCES

In October 2021, we entered into the Comerica Loan Agreement with Comerica, providing for a revolving credit facility of up to \$7,500,000 (the “Credit Facility”). The Company was using the proceeds of the Credit Facility for working capital and other general corporate purposes.

The amount that could be borrowed under the Credit Facility is the lower of (i) the revolving limit of \$7,500,000 (the “Revolving Line”) and (ii) 80% of the Company’s eligible accounts receivable plus an applicable non-formula amount consisting of \$2,000,000 of additional availability at close not based upon the Company’s eligible accounts receivable, with such additional availability reducing by \$250,000 per quarter beginning with the quarter ending June 30, 2022. Borrowings on the Credit Facility are limited to \$5,000,000 until 80% of the Company’s and its subsidiaries’ customers are paying into a collection account or segregated governmental account with Comerica. The Revolving Line can also include, at the Company’s option, credit card services with a sublimit of \$300,000. Borrowings on the Revolving Line are subject to an interest rate equal to prime plus 0.50%, with prime being the greater of (x) Comerica’s stated prime rate or (y) the sum of (A) the daily adjusting LIBOR rate plus (B) 2.5% per annum. The Company is also required to pay an unused facility fee quarterly in arrears in an amount equal to 0.25% per annum on the average unused but available portion of the Revolving Line for such quarter. See Note 17, *Revolving Line of Credit*, for more details. Comerica has a first priority security interest in substantially all of the Company’s and its subsidiaries’ assets.

On October 6, 2023, effective September 30, 2023, the Company entered into a Fifth Amendment to its Loan and Security Agreement (the “Fifth Amendment to the Comerica Loan Agreement”) with Comerica Bank providing for a revolving credit facility of up to \$5,000,000. This agreement will expire on September 30, 2024. The Company may use the proceeds of the Credit Facility for working capital and other general corporate purposes. The amount that may be borrowed under the Credit Facility is the lower of (i) the revolving limit of \$5,000,000 and (ii) 80% of the Company’s eligible accounts receivable plus up to but not exceeding \$1.5 million in the Company’s Medicare accounts (excluding Medicare Advantage thyroid accounts). Borrowings on the Revolving Line are subject to an interest rate equal to the Term SOFR Screen Rate plus one-tenth of one percent.

The Fifth Amendment to the Comerica Loan Agreement contains affirmative and negative restrictive covenants that are applicable whether or not any amounts are outstanding under the Comerica Loan Agreement. These restrictive covenants, which include restrictions on certain mergers, acquisitions, investments, encumbrances, etc., could adversely affect our ability to conduct our business. The Comerica Loan Agreement also contains financial covenants requiring specified minimum liquidity and minimum adjusted EBITDA thresholds. As of November 1, 2023 the Company did not owe anything on the line of credit and had \$4.75 million in potential availability to borrow on the line.

In addition, in October 2021, the Company entered into a Loan and Security Agreement with BroadOak Fund V.L.P. (“BroadOak”), providing for a term loan in the aggregate principal amount of \$8,000,000 (the “Term Loan” or “BroadOak Loan Agreement”). Funding of the Term Loan took place on November 1, 2021. The Term Loan matures upon the earlier of (i) October 31, 2024 or (ii) the occurrence of a change in control, and bears interest at the rate of 9% per annum. The Term Loan is secured by a security interest in substantially all of the Company’s and its subsidiaries’ assets and is subordinate to the Company’s \$7,500,000 revolving credit facility with Comerica Bank. The Term Loan has an origination fee of 3% of the Term Loan amount, and a terminal payment equal to (i) 15% of the original principal amount of the Term Loan if the change of control occurs on or prior to the first anniversary of the funding of the Term Loan, (ii) 20% of the original principal amount of the Term Loan if the change of control occurs after the first anniversary but on or prior to the second anniversary of the funding of the Term Loan and (iii) 30% of the original principal amount of the Term Loan if the change of control occurs after the second anniversary of the funding of the Term Loan, or if the Term Loan is repaid on its maturity date. Upon receipt of the term loan, the proceeds were used to repay in full at their maturity the notes extended by Ampersand and 1315 Capital discussed above. See Note 14, *Notes Payable*, for more details. In May 2022, the Company issued a Convertible Note to BroadOak, pursuant to which BroadOak funded a term loan in the aggregate principal amount of \$2.0 million. See Note 14, *Notes Payable*, for more details.

On October 24, 2023, the Company entered into a Second Amendment to Loan and Security Agreement with BroadOak. The primary changes to the original agreement were as follows:

- The Company made a one-time payment in an aggregate amount equal to \$2,500,000, on October 30, 2023 and applied to the payment in full satisfaction of the \$3,000,000 Terminal Payment (as defined in the BroadOak Loan Agreement). See Note 14, *Notes Payable*, regarding the Terminal Payment.
- Effective November 1, 2023, the interest rate under the BroadOak Loan Agreement is to be reduced from 9% to 8% through the maturity date of October 31, 2024 or earlier, upon the occurrence of a change in control (“Loan Maturity Date”).
- The Company has the option to request an extension of the Loan Maturity Date in writing no less than sixty days prior to the Loan Maturity Date. If BroadOak agrees to the extension, the Loan Maturity Date would automatically be extended.

The BroadOak Loan Agreement contains affirmative and negative restrictive covenants, including restrictions on certain mergers, acquisitions, investments and encumbrances which could adversely affect our ability to conduct our business. The BroadOak Loan Agreement also contains customary events of default. The Comerica Loan Agreement contains affirmative and negative restrictive covenants that are applicable whether or not any amounts are outstanding under the Comerica loan agreement. These restrictive covenants, which include restrictions on certain mergers, acquisitions, investments, encumbrances, etc., could adversely affect our ability to conduct our business. The Comerica Loan Agreement also contains financial covenants requiring specified minimum liquidity and minimum revenue thresholds and also contains customary events of default. However, if we are unable to meet the financial covenants under the Comerica Loan Agreement, the revolving line of credit and notes payable will become due and payable immediately.

In January 2022, the Company’s registration statement for a rights offering filed with the Securities and Exchange Commission (SEC) became effective; however, the rights offering was subsequently terminated later in January 2022 when the Company announced that the Centers for Medicare & Medicaid Services, or CMS, issued a new billing policy whereby CMS will no longer reimburse for the use of the Company’s ThyGeNEXT[®] and ThyraMIR[®] tests when billed together by the same provider/supplier for the same beneficiary on the same date of service. On February 28, 2022, the Company announced that the National Correct Coding Initiative (NCCI) program issued a response on behalf of CMS stating that the January 2022 billing policy reimbursement change for ThyGeNEXT[®] (0245U) and ThyraMIR[®] (0018U) tests has been retroactively reversed to January 1, 2022. In May 2022, the Company was notified by CMS/NCCI that processing of claims for dates of service after January 1, 2022 would be completed beginning July 1, 2022. However, on June 9, 2022, the Company was notified that Novitas re-priced ThyGeNEXT[®] (0245U) from \$2,919 to \$806.59 retroactively effective to January 1, 2022. On July 20, 2022, the Clinical Diagnostic Laboratory Tests (CDLT) Advisory Panel affirmed a gapfill price for ThyGeNEXT[®] of \$806.59. As a result of the ThyGeNEXT[®] pricing change, the Company reduced its net realizable value, or NRV rates for ThyGeNEXT[®] Medicare billing to reflect the \$806.59 pricing for tests performed during the second quarter of 2022. In addition, in order to reflect the retroactive pricing change to January 1, 2022, the Company recorded an NRV adjustment of \$0.7 million during the second quarter of 2022 to reduce revenue recorded during the first quarter of 2022. Effective January 1, 2023, the gapfill price for ThyGeNEXT[®] was set at \$1,266.07.

On August 31, 2022, the Company closed on the sale of its Pharma Solutions business for a total sale price of \$6.2 million after a post-closing working capital adjustment.

For the nine months ended September 30, 2023, we had operating income from continuing operations of \$1.5 million. As of the nine months ended September 30, 2023, we had cash and cash equivalents of \$5.0 million, total current assets of \$11.4 million and current liabilities of \$12.3 million. As of November 3, 2023, we had approximately \$3.1 million of cash on hand.

During the nine months ended September 30, 2023, net cash provided by operating activities was \$2.6 million. The main component of cash provided by operating activities included non-cash expenses of \$2.0 million. During the nine months ended September 30, 2022, net cash used in operating activities was \$7.4 million. The main component of cash used in operating activities was our net loss of \$20.4 million, partially offset by depreciation and amortization expense of \$2.2 million and non-cash impairment charges of \$12.3 million.

During the nine months ended September 30, 2023, net cash provided by investing activities was \$0.1 million. During the nine months ended September 30, 2022, net cash provided from investing activities was \$7.3 million, which primarily pertained to the net proceeds received from the sale of our Pharma Solutions business unit.

For the nine months ended September 30, 2023, cash used in financing activities was \$2.5 million, which were payments made on the Revolving Line. For the nine months ended September 30, 2022, cash provided from financing activities was \$3.1 million, of which \$1.0 million was from the drawdown on the Revolving Line and \$2.0 million was the Convertible Debt agreement entered into with BroadOak.

The Company expects to generate positive cash flows from operations for the year ending December 31, 2023 and we intend to meet our ongoing capital needs by using our available cash, as well as through targeted margin improvement; collection of accounts receivable; containment of costs; and the potential use of other financing options and other strategic alternatives. However, if we are unable to meet the financial covenants under the Comerica Loan Agreement, the revolving line of credit and notes payable will become due and payable immediately. The Company anticipates that current cash and cash equivalents and forecasted cash receipts will be sufficient to meet its anticipated cash requirements through the next twelve months.

The Company continues to explore various strategic alternatives, dilutive and non-dilutive sources of funding, including equity and debt financings, strategic alliances, business development and other sources in order to provide additional liquidity. With the delisting of our common stock from Nasdaq in February 2021 and the possible removal of our common stock from trading on the OTCQX[®] if we had failed to meet minimum market capitalization of \$5 million for ten consecutive trading days by July 3, 2023, our ability to raise additional capital on terms acceptable to the Company has been adversely impacted. There can be no assurance that the Company will be successful in obtaining such funding on terms acceptable to the Company. The Company was notified in May 2023 that it had met the market cap requirements and was cleared to remain on OTCQX[®]. The Company currently expects to receive a notification from the OTC on the failure of its common stock from meeting the minimum market capitalization of \$5 million for ten consecutive trading days and its possible removal from trading on the OTCQX[®].

Inflation

We do not believe that inflation had a significant impact on our results of operations for the periods presented. However, inflation and supply chain disruptions, whether caused by restrictions or slowdowns in shipping or logistics, increases in demand for certain goods used in our operations, or otherwise, could impact our operations in the near term.

Critical Accounting Estimates

See Note 5, *Summary of Significant Accounting Policies* and Note 18, *Recent Accounting Standards* to the Interim Financial Statements included elsewhere in this Quarterly Report on Form 10-Q for information regarding newly adopted and recent accounting pronouncements. See also Note 1, *Nature of Business and Significant Accounting Policies* to our financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2022, as amended, for a discussion of our critical accounting policies. There have been no material changes to such critical accounting policies. We believe our most critical accounting policies include accounting for contingent consideration, revenue recognition, intangible and long-lived assets, research and development expenses and stock-based compensation expense.

Off-Balance Sheet Arrangements

None.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

As a smaller reporting company, we are electing scaled disclosure reporting obligations and therefore are not required to provide the information requested by this Item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15 under the Exchange Act as of the end of the period covered by this Form 10-Q. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives including that information we are required to disclose in reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. In addition, management is required to apply its judgment in evaluating the benefits of possible disclosure controls and procedures relative to their costs to implement and maintain.

Based on the evaluation of the Company's disclosure controls and procedures, as that term is defined in Rule 13a-15(e) under the Exchange Act, the Chief Executive Officer of the Company and the Chief Financial Officer of the Company have concluded that the Company's disclosure controls and procedures were effective as of September 30, 2023.

Reference should be made to our Form 10-K for the year ended December 31, 2022 filed with the SEC on March 27, 2023, as amended, for additional information regarding discussion of the effectiveness of the Company's controls and procedures.

Changes in Internal Controls

There has been no change in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the quarter covered by this report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

None.

Item 1A. Risk Factors

Not applicable as we are a smaller reporting company.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Description
10.1*	Second Amendment to Loan and Security Agreement and Waiver, dated April 22, 2022, by and among Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC and Comerica Bank.
10.2*	Third Amendment to Loan and Security Agreement and Waiver, dated June 13, 2022, by and among Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC and Comerica Bank.
10.3*	Fourth Amendment to Loan and Security Agreement and Waiver, dated October 31, 2022, by and among Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC and Comerica Bank.
10.4*	Fifth Amendment to Loan and Security Agreement and Waiver, dated October 6, 2023, by and among Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC and Comerica Bank.
10.5	Second Amendment to Loan and Security Agreement, dated October 24, 2023, by and among Interpace Biosciences, Inc., Interpace Diagnostics Corporation, Interpace Diagnostics, LLC, Interpace Pharma Solutions, Inc. and BroadOak Fund V, L.P., incorporate by reference to Exhibit 10.1 of the Company's Current Report on Form 8-K, filed with the SEC on October 27, 2023.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1+	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2+	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema Document.
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibits 101).

+ Exhibits 32.1 and 32.2 are being furnished herewith and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of that section, nor shall such exhibits be deemed to be incorporated by reference to any registration statement or other document filed under the Securities Act or the Exchange Act, except as otherwise stated in any such filing.

* Filed herewith.

SIGNATURES

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, thereunto duly authorized.

Date: November 8, 2023

Interpace Biosciences, Inc.

(Registrant)

/s/ Thomas W. Burnell

Thomas W. Burnell

President and Chief Executive Officer

(Principal Executive Officer)

Date: November 8, 2023

/s/ Christopher McCarthy

Christopher McCarthy

Chief Financial Officer

(Principal Financial Officer)

SECOND AMENDMENT TO LOAN AND SECURITY AGREEMENT AND WAIVER

This Second Amendment to Loan and Security Agreement and Waiver (this “Amendment”) is entered into as of April 22, 2022 by and between **COMERICA BANK** (“Bank”), **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”).

RECITALS

Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of October 13, 2021, as it may be amended, restated, supplemented or replaced from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement and Consent dated as of November 1, 2021 (as amended, the “Agreement”). The parties desire to amend the Agreement and Borrowers have requested that Bank waive a certain Event of Default, all as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Borrowers failed to comply with (i) Section 6.2(ii) of the Agreement by receiving an unqualified opinion of the Parent and its consolidated Subsidiaries’ audited consolidated and consolidating financial statements with a going concern comment or qualification, and (ii) Section 6.6 of the Agreement (Accounts) by failing to maintain accounts outside of Bank in an aggregate amount not to exceed Five Hundred Thousand Dollars (\$500,000) during the Transition Period (Accounts) by (collectively, the “Covenant Violations”). Borrowers requested that Bank waive the Events of Default that occurred as a result of the Covenant Violations. Bank hereby waives the Events of Default that occurred as a result of the Covenant Violations (“Waiver”). This Waiver is specific as to content and time, shall be limited precisely as written, and shall not constitute a waiver of any other current or future default or Event of Default or breach of any covenant contained in the Agreement or the terms and conditions of any other Loan Documents. Bank expressly reserves all of its various rights, remedies, powers and privileges under the Agreement and the other Loan Documents due to any other default, Event of Default or breach not waived herein.

2. Exhibit A of the Agreement is amended by adding (in the correct alphabetical order) or amending and restating the following defined terms to read in their entireties as follows:

“‘Business Day’ means any day, other than a Saturday, Sunday or any other day designated as a holiday under Federal or applicable State statute or regulation, on which Bank is open for all or substantially all of its domestic and international business (including dealings in foreign exchange) in Detroit, Michigan; provided, however, for purposes of determining the Daily Adjusting Term SOFR Rate, a Business Day shall also exclude a day on which the Securities Industry and Financial Markets Association (“SIFMA”) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. Government Securities.”

“‘Change in Law’ means the occurrence, after the date hereof, of any of the following: (i) the adoption or introduction of, or any change in any applicable law, treaty, rule or regulation (whether domestic or foreign) now or hereafter in effect and whether or not applicable to Bank on such date, or (ii) any change in interpretation, administration, application or implementation of any such law, treaty, rule or regulation by any Governmental Authority, or (iii) the issuance, making or implementation by any Governmental Authority of any interpretation, administration, application, request, rule, regulation, guideline, or directive (whether or not having the force of law), including without limitation, any risk-based capital guidelines or any interpretation, administration, application, request, rule, regulation, guideline, or directive relating to liquidity. For purposes of this definition, (x) a change in law, treaty, rule, regulation, interpretation, administration, application or implementation shall include, without limitation, any change made or which becomes effective on the basis of a law, treaty, rule, regulation, interpretation, administration, application or implementation then in force, the effective date of which change is delayed by the terms of such law, treaty, rule, regulation, interpretation, administration, application or implementation, (y) the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203, H.R. 4173) and all requests, rules, regulations, guidelines, interpretations or directives promulgated thereunder or issued in connection therewith shall be deemed to be a “Change in Law”, regardless of the date enacted, adopted, issued or promulgated, whether before or after the date hereof, and (z) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall each be deemed to be a “Change in Law,” regardless of the date enacted, adopted, issued or implemented.”

“‘Daily Adjusting Term SOFR Rate’ means, for any day, the rate per annum equal to the Term SOFR Screen Rate at or about 8:00 a.m. (Detroit, Michigan time) (or as soon thereafter as practical) on such day with a term of one (1) month; provided that if such rate is not published on such determination date then the rate will be the Term SOFR Screen Rate on the first Business Day immediately prior thereto.”

“‘Prime Referenced Rate’ means, for any day, a per annum interest rate which is equal to the Prime Rate in effect on such day, but in no event and at no time shall the Prime Referenced Rate be less than the greater of (i) the sum of the Daily Adjusting Term SOFR Rate for such day plus 2.50% per annum, or (ii) two and one-half percent (2.50%) per annum. If, at any time, Bank determines that it is unable to determine or ascertain the Daily Adjusting Term SOFR Rate for any day, the Prime Referenced Rate for each such day shall be the Prime Rate in effect at such time, but not less than two and one-half percent (2.50%) per annum.”

“‘Term SOFR Administrator’ means the CME Group Benchmark Administration Limited (or a successor administrator of the term secured overnight financing rate).

“‘Term SOFR Administrator’s Website’ means the website of the Term SOFR Administrator, currently at <https://www.cmegroup.com/market-data/cme-group-benchmark-administration/term-sofr.html>, or any successor source for the secured overnight financing rate identified as such by the Term SOFR Administrator from time to time.”

“‘Term SOFR Screen Rate’ means the CME Term SOFR Reference Rates, as administered by the Term SOFR Administrator and published on the applicable screen page (or such other commercially available source providing such rate or quotations as may be designated by Bank from time to time) on the Term SOFR Administrator’s Website.”

3. Section 2.3(d) of the Agreement is amended and restated in its entirety as follows:

“(d) Change of Law.

(i) Yield Maintenance. If any Change in Law shall: (a) subject Bank to any tax, duty or other charge with respect to this Agreement any Obligations hereunder, or shall change the basis of taxation of payments to Bank of the principal or of interest under this Agreement or any other amounts due under this Agreement in respect thereof (except for changes in the rate of tax on the overall net income of Bank imposed by the jurisdiction in which Bank’s principal executive office is located); or (b) impose, modify or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended by Bank, or shall impose on Bank or the interbank markets any other condition affecting this Agreement or the Obligations hereunder; and the result of any of the foregoing is to increase the cost to Bank of maintaining any part of the Obligations or to reduce the amount of any sum received or receivable by Bank under this Agreement, then Borrowers shall pay to Bank, within fifteen (15) days of Borrowers’ receipt of written notice from Bank demanding such compensation, such additional amount or amounts as will compensate Bank for such increased cost or reduction. A certificate of Bank, submitted by Bank to Borrowers, setting forth the basis for determining such additional amount or amounts necessary to compensate Bank shall be conclusive and binding for all purposes, absent manifest error.

(ii) Changes to Capital or Liquidity. Changes to Capital or Liquidity. If any Change in Law affects or would affect the amount of capital or liquidity required or expected to be maintained by Bank (or any corporation controlling Bank), and Bank determines that the amount of such capital or liquidity is increased by or based upon the existence of any obligations of Bank hereunder or the maintaining of any Obligations, and such increase has the effect of reducing the rate of return on Bank's (or such controlling corporation's) capital as a consequence of such obligations or the maintaining of such Obligations to a level below that which Bank (or such controlling corporation) could have achieved but for such circumstances (taking into consideration its policies with respect to capital adequacy and liquidity), then Borrowers shall pay to Bank, within fifteen (15) days of Borrowers' receipt of written notice from Bank demanding such compensation, such additional amount or amounts as will compensate Bank (or such controlling corporation) for any increase in the amount of capital and/or liquidity and reduced rate of return, which Bank reasonably determines to be allocable to the existence of any obligations of Bank hereunder or to maintaining any Obligations hereunder. A certificate of Bank, submitted by Bank to Borrowers, setting forth the basis for determining such additional amount or amounts necessary to compensate Bank (or such controlling corporation) shall be conclusive and binding for all purposes absent manifest error."

4. Section 4.4(a) of the Agreement is amended and restated to read in its entirety as follows:

"(a) On or before May 31, 2022, and subject to Section 6.6, each Borrower agrees to notify all account debtors and other parties obligated to such Borrower that all payments made to such Borrower by electronic funds transfer shall be remitted to one or more collection account(s) established and maintained by Borrowers at Bank (the "Collection Account"), and each Borrower shall include a like statement on all invoices. Each Borrower agrees that immediately upon an Event of Default occurring and continuing, the Obligations shall be on a "remittance basis" and each Borrower's Collection Account(s) shall, upon the occurrence and during the continuance of an Event of Default, convert to a non-interest bearing deposit account with Bank (each a "Springing DOF Account") to which Bank shall have exclusive access and control; provided that, upon any written waiver by the Bank of all then-outstanding Event(s) of Default in accordance with the provisions of this Agreement, each such Springing DOF Account shall promptly convert/revert to a Collection Account;"

5. The first paragraph of Section 6.6 of the Agreement is amended and restated to read in its entirety as follows:

"On or before May 31, 2022 (the "Transition Date"), all of each Borrower's accounts maintained outside Bank shall be closed and the balances transferred to accounts at Bank and Borrowers shall thereafter maintain all of their depository, operating and investment accounts at Bank. On or before the Transition Date, the aggregate balance of all accounts not maintained at Bank shall not exceed Five Hundred Thousand Dollars (\$500,000) at any time and such accounts are not required to be governed by a control agreement. Notwithstanding anything to the contrary set forth above, Borrowers must maintain accounts at Bank, including without limitation, Collection Account(s), by the Transition Date."

6. Section 6.7(b) of the Agreement is amended and restated to read in its entirety as follows:

(b) Minimum Revenue. As of the last day of each fiscal quarter of Borrowers, Borrowers' trailing four quarters revenue shall be no less than the amounts set forth below as of the testing periods set forth below:

Measurement Date	Minimum Revenue
March 31, 2022	\$ 38,000,000
June 30, 2022	\$ 39,000,000
September 30, 2022	\$ 40,000,000
December 31, 2022	\$ 41,000,000
March 31, 2023	\$ 47,000,000
June 30, 2023	\$ 48,000,000
September 30, 2023	\$ 49,000,000

7. Section 13.11 of the Agreement is amended and restated to read in its entirety as follows:

"13.11 Electronic Signatures. The parties agree that this Agreement and any of the Loan Documents may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement or any Loan Document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement or such Loan Document, and that any electronically signed document (including this Agreement or any Loan Document) 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 Agreement or any Loan Document has not been timely executed by any of the Borrowers, the Agreement or any related Loan Document contained in the associated DocuSign envelope, will be nullified and voided and such Loan Documents 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."

8. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, 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. Bank's failure at any time to require strict performance by Borrowers of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

9. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective 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 Bank under the Agreement, as in effect prior to the date hereof.

10. 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 except to the extent such representation or warranty expressly relates to an earlier date, and that no Event of Default has occurred and is continuing.

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

- (a) this Amendment, duly executed by Borrowers;
- (b) Corporation and Limited Liability Company Resolutions and Incumbency Certification (Authority to Procure Joint Loans), duly executed by Borrowers;
- (c) a Consent to Electronic Delivery of Terms and Conditions, ESign Disclosure and Consent, duly consented to by each Borrower, the subordinated creditor, and authorized signers;
- (d) a nonrefundable, fully earned, amendment fee in the amount of \$50,000, which may be debited from any Borrower's accounts;
- (e) such other documents, and completion of such other matters, as Bank may reasonably request.

12. 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]

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

INTERPACE BIOSCIENCES, INC.

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS CORPORATION

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS, LLC

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE PHARMA SOLUTIONS, INC.

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

COMERICA BANK

By: _____

Name: Shane Merkord

Title: Senior Vice President

[Signature Page to Second Amendment to Loan and Security Agreement and Waiver (4877-4809-5258)]

THIRD AMENDMENT TO LOAN AND SECURITY AGREEMENT AND WAIVER

This Third Amendment to Loan and Security Agreement and Waiver (this “Amendment”) is entered into as of June 13, 2022 by and between **COMERICA BANK** (“Bank”), **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”).

RECITALS

Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of October 13, 2021, as it may be amended, restated, supplemented or replaced from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement and Consent dated as of November 1, 2021, and that certain Second Amendment to Loan and Security Agreement and Waiver entered into as of April 22, 2022 (as amended, the “Agreement”). The parties desire to amend the Agreement and Borrowers have requested that Bank waive a certain Event of Default, all as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Borrowers failed to comply with Section 6.6 of the Agreement (Accounts) by failing to close and have the balances of all accounts maintained outside of Bank transferred to accounts at Bank by May 31, 2022 (the “Covenant Violation”). Borrowers requested that Bank waive the Event of Default that occurred as a result of the Covenant Violation. Bank hereby waives the Event of Default that occurred as a result of the Covenant Violation (“Waiver”). This Waiver is specific as to content and time, shall be limited precisely as written, and shall not constitute a waiver of any other current or future default or Event of Default or breach of any covenant contained in the Agreement or the terms and conditions of any other Loan Documents. Bank expressly reserves all of its various rights, remedies, powers and privileges under the Agreement and the other Loan Documents due to any other default, Event of Default or breach not waived herein.

2. Exhibit A of the Agreement is amended by adding (in the correct alphabetical order) or amending and restating the following defined terms to read in their entireties as follows:

“Letter of Credit” means a commercial or standby letter of credit or similar undertaking issued by Bank at Borrower’s request in accordance with Section 2.1(b)(iv).

“Letter of Credit Sublimit” means a sublimit for Letters of Credit under the Revolving Line not to exceed Five Hundred Thousand Dollars (\$500,000).

“Revolving Line” means a Credit Extension of up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) (inclusive of the aggregate limits of the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit and the corporate credit cards issued to Borrowers, or any of them, and merchant credit card processing reserves under the Credit Card Services Sublimit).

3. Section 2.1(b)(i) of the Agreement is amended and restated in its entirety as follows:

“(i) Amount. Subject to and upon the terms and conditions of this Agreement, Borrowers, or any of them, may request Advances in an aggregate outstanding amount not to exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, less the aggregate limits of the corporate credit cards issued to Borrowers, or any of them, and merchant credit card processing reserves under the Credit Card Services Sublimit and the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit. Notwithstanding anything to the contrary set forth herein, the aggregate outstanding Advances shall not exceed Five Million Dollars (\$5,000,000) at any time until Bank has evidence satisfactory to it that at least eighty percent (80%) of Borrowers’ account debtors are remitting payments to the Collection Account(s) or a Segregated Governmental Account, as applicable. Amounts borrowed pursuant to this Section 2.1(b) may be repaid and re-borrowed at any time without penalty or premium prior to the Revolving Maturity Date, at which time all Advances under this Section 2.1(b) shall be immediately due and payable. Any repayment hereunder shall also be accompanied by the payment of all accrued and unpaid interest on the amount so repaid.”

4. New Sections 2.1(b)(iv) and (v) are added to the Agreement to read in its entirety as follows:

“(iv) Letter of Credit Sublimit. Subject to the availability under the Revolving Line, and in reliance on the representations and warranties of Borrower set forth herein, at any time and from time to time from the date hereof through the Business Day immediately prior to the Revolving Maturity Date, Bank shall issue for the account of Borrower such Letters of Credit as Borrower may request by delivering to Bank a duly executed letter of credit application on Bank’s standard form; provided, however, that the outstanding and undrawn amounts under all such Letters of Credit (a) shall not at any time exceed the Letter of Credit Sublimit, and (b) shall be deemed to constitute Advances for the purpose of calculating availability under the Revolving Line provided further, that the maturity date of any such Letter of Credit shall not be later than the Revolving Maturity Date. Any drawn but unreimbursed amounts under any Letters of Credit shall be charged as Advances against the Revolving Line. All Letters of Credit shall be in form and substance and shall include terms (including, without limitation, the expiration date thereof) acceptable to Bank in its sole discretion and shall be subject to the terms and conditions of Bank’s form of letter of credit application and agreement (as such form may be amended, restated, supplemented, replaced, or otherwise modified from time to time) and any other agreement that Borrower may enter into with the Bank in connection with the Letters of Credit. Borrower will pay any standard issuance and other fees that Bank notifies Borrower it will charge for issuing and processing Letters of Credit.”

5. Section 2.2 of the Agreement is amended and restated to read in its entirety as follows:

“2.2 Overadvances. If the aggregate amount of the outstanding Advances exceeds the lesser of the Revolving Line or the Borrowing Base, less the aggregate limits of the corporate credit cards issued to Borrower and merchant credit card processing reserves under the Credit Card Services Sublimit and the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit at any time. Borrowers shall promptly, and in any event within two (2) Business Days, pay to Bank, in cash, the amount of such excess.”

6. The first paragraph of Section 6.6 of the Agreement is amended and restated to read in its entirety as follows:

“On or before June 30, 2022 (the “Transition Date”), all of each Borrower’s accounts maintained outside Bank shall be closed and the balances transferred to accounts at Bank and Borrowers shall thereafter maintain all of their depository, operating and investment accounts at Bank. On or before the Transition Date, the aggregate balance of all accounts not maintained at Bank shall not exceed Five Hundred Thousand Dollars (\$500,000) at any time and such accounts are not required to be governed by a control agreement. Notwithstanding anything to the contrary set forth above, Borrowers must maintain accounts at Bank, including without limitation, Collection Account(s), by the Transition Date.”

7. Section 9.1(b) of the Agreement is amended and restated to read in its entirety as follows:

“(b) Demand that Borrowers (i) deposit cash with Bank in an amount equal to the amount of any outstanding Letters of Credit remaining undrawn or Credit Card Services as collateral security for the repayment of any future drawings under such Letters of Credit or outstanding Credit Card Services, and (ii) pay in advance all Letter of Credit fees scheduled to be paid or payable over the remaining term of the Letters of Credit or Credit Card Services fees, and Borrowers shall promptly deposit and pay such amounts;”

8. Exhibit E to the Agreement is deleted and replaced in its entirety with Exhibit E attached hereto.

9. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, 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. Bank's failure at any time to require strict performance by Borrowers of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

10. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective 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 Bank under the Agreement, as in effect prior to the date hereof.

11. 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 except to the extent such representation or warranty expressly relates to an earlier date, and that no Event of Default has occurred and is continuing.

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

(a) this Amendment, duly executed by Borrowers;

(b) Corporation and Limited Liability Company Resolutions and Incumbency Certification (Authority to Procure Joint Loans), duly executed by Borrowers;

(c) a Consent to Electronic Delivery of Terms and Conditions, ESign Disclosure and Consent, duly consented to by each Borrower, the subordinated creditor, and authorized signers;

(d) such other documents, and completion of such other matters, as Bank may reasonably request.

13. 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]

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

COMERICA BANK

By: /s/ Shane Merkord

Name: Shane Merkord

Title: Senior Vice President

[Signature Page to Third Amendment to Loan and Security Agreement and Waiver (4871-1975-0691)]

EXHIBIT E

TECHNOLOGY & LIFE SCIENCES DIVISION

LOAN ANALYSIS

LOAN ADVANCE/PAYDOWN REQUEST FORM

DEADLINE FOR SAME DAY PROCESSING IS 3:00* P.M., C.S.T.

**At month end and the day before a holiday, the cut off time is 1:30 P.M., C.S.T.*

[**Subject to 3 day advance notice.]

To: Loan Analysis

FAX #: (425) 452-2510

Email directly to:

DATE: _____

TIME: _____

- sgmerkord@comerica.com and
- nwcompliance@comerica.com

<p>FROM: _____</p> <p style="text-align: center;">Borrower's Name</p> <p>FROM: _____</p> <p style="text-align: center;">Authorized Signer's Name</p> <p>FROM: _____</p> <p style="text-align: center;">Authorized Signer's Signature</p> <p>PHONE #:</p> <p>_____</p> <p>FROM ACCOUNT #:</p> <p>_____</p> <p>(please include Note number, if applicable)</p> <p>TO ACCOUNT #:</p> <p>_____</p> <p>(please include Note number, if applicable)</p>	<p>TELEPHONE REQUEST (For Bank Use Only):</p> <p>The following person is authorized to request the loan payment transfer/loan advances on the designated account and is known to me.</p> <p>_____</p> <p style="text-align: center;">Authorized Request & Phone #</p> <p>_____</p> <p style="text-align: center;">Received by (Bank) & Phone #</p> <p>_____</p> <p style="text-align: center;">Authorized Signature (Bank)</p>
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<u>REQUESTED TRANSACTION TYPE</u>	<u>REQUESTED DOLLAR AMOUNT</u>	<u>For Bank Use Only</u>
<p>PRINCIPAL INCREASE* (ADVANCE) PRINCIPAL PAYMENT (ONLY)</p> <p>OTHER INSTRUCTIONS: _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>\$ _____</p> <p>\$ _____</p>	<p>Date Rec'd: _____</p> <p>Time: _____</p> <p>Comp. Status: YES NO</p> <p>Status Date: _____</p> <p>Time: _____</p> <p>Approval: _____</p>

Borrowers represent, warrant and certify that no default or Event of Default, or any condition or event which, with the giving of notice or the running of time, or both, would constitute a default or Event of Default, has occurred and is continuing under the Agreement, and none will exist upon the making of the Advance requested hereunder. Borrowers further certify that upon advancing the sum requested hereunder, the outstanding Advances will not exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, less the aggregate outstanding balance of the corporate credit cards issued to Borrowers under the Credit Card Services Sublimit and the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit at any time, Borrowers shall immediately pay to Bank, in cash, the amount of such excess. If the Advances shall at any time exceed the lesser of (A) the Revolving Line or (B) the Borrowing Base, less the aggregate outstanding balance of the corporate credit cards issued to Borrowers under the Credit Card Services Sublimit and the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit at any time, Borrowers shall promptly, and in any event within two (2) Business Days, pay to Bank, in cash, the amount of such excess, Borrowers will immediately pay such excess amount, without any necessity of notice or demand.

Once delivered or submitted, this Loan Advance/Paydown Request Form shall not be revocable.

Capitalized terms used but not otherwise defined herein shall have the respective meanings given to them in the Agreement

ESIGN Disclosure and Consent

Please read this Disclosure and Consent carefully and keep a copy for Your records.

Required Acceptance for Electronic Delivery of Commercial Loan Documents. Prior to receiving certain commercial loan documents and other documents, You, as an authorized signer for the entity and on behalf of the entity (“You” and “Your”) must agree to our terms and conditions (the “**Terms**”). Before agreeing to the Terms, You will need to consent to receive them electronically. You can consent to receive the Terms electronically by clicking in the Consent box below. In doing so, You acknowledge that You have read this ESIGN Disclosure and Consent (the “**Consent**”) and agree to the electronic delivery of the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents.

Electronic Delivery of Terms. By placing an ‘X’ or a checkmark in the Consent box, You are consenting to receive the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically. In such case, Comerica agrees to provide the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents to you electronically. In order to access, receive, and retain this Consent, the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must (i) have a pre-established email address, (ii) use a Comerica provided electronic device, and (iii) provide at Your own expense a computer or other electronic device capable of accessing the Internet and saving files and emails. Your computer/device must meet the minimum requirements outlined below.

To retain a copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must provide a pre-existing email address to which the documents will be sent. You will then need to save the documents, as well as the email to which they are attached, to the hard drive on Your computer or device. You may also print a copy of the documents.

Paper Delivery of Terms. You have the right to receive a paper copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. To receive a paper copy at no charge, please call Your lender to make a request. They will print the documents for You and mail them to the address we have on file for Your loan.

System Requirements to Receive the Consent, Terms, and Other Documents. To receive an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must have the following equipment and software:

- Have a pre-established email service and address that is capable of receiving the delivery of emails with attachments. Your access to this page verifies that Your system/device or that electronic device provided by Comerica meets these requirements.

System Requirements to Sign and Retain Information. To retain an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must save them to the hard drive on Your computer or device. You may also print a copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. The minimum system requirements for using DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. To save them to Your hard drive, You must save them to the hard drive on Your computer or device that must meet the following requirements:

- A personal computer or other device which is capable of accessing the Internet, with an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 8.0 (click to download the latest IE version <http://www.microsoft.com/windows/ie/downloads/default.asp>) and Your system or device must have 128-bit SSL encryption software. Your access to the email and opening its attachments verifies that Your browser and encryption software/device meet these requirements.
- You must have software which permits You to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to the email and opening the attachments contained in the email verifies that Your system/device has the necessary software to permit You to receive and access PDF files.

<input checked="" type="checkbox"/>	<p>Consent. By placing an ‘X’ or checkmark in the box, You, Thomas W. Burnell, as an authorized signer for (i) Interpace Biosciences, Inc. and on behalf of Interpace Biosciences, Inc., (ii) Interpace Diagnostics Corporation and on behalf of Interpace Diagnostics Corporation, (iii) Interpace Diagnostics, LLC and on behalf of Interpace Diagnostics, LLC, and (iv) Interpace Pharma Solutions, Inc. and on behalf of Interpace Pharma Solutions, Inc., consent to the electronic delivery of the Terms. You also agree that Comerica Bank does not need to provide You with an additional paper (non-electronic) copy of the Terms, unless specifically requested.</p>
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ESIGN Disclosure and Consent

Please read this Disclosure and Consent carefully and keep a copy for Your records.

Required Acceptance for Electronic Delivery of Commercial Loan Documents. Prior to receiving certain commercial loan documents and other documents, You, as an authorized signer for the entity and on behalf of the entity (“You” and “Your”) must agree to our terms and conditions (the “**Terms**”). Before agreeing to the Terms, You will need to consent to receive them electronically. You can consent to receive the Terms electronically by clicking in the Consent box below. In doing so, You acknowledge that You have read this ESIGN Disclosure and Consent (the “**Consent**”) and agree to the electronic delivery of the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents.

Electronic Delivery of Terms. By placing an ‘X’ or a checkmark in the Consent box, You are consenting to receive the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically. In such case, Comerica agrees to provide the Terms and all future amendments and updates to the Terms, as well as copies of Your commercial loan documents and other documents to you electronically. In order to access, receive, and retain this Consent, the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must (i) have a pre-established email address, (ii) use a Comerica provided electronic device, and (iii) provide at Your own expense a computer or other electronic device capable of accessing the Internet and saving files and emails. Your computer/device must meet the minimum requirements outlined below.

To retain a copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents electronically, You must provide a pre-existing email address to which the documents will be sent. You will then need to save the documents, as well as the email to which they are attached, to the hard drive on Your computer or device. You may also print a copy of the documents.

Paper Delivery of Terms. You have the right to receive a paper copy of this Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. To receive a paper copy at no charge, please call Your lender to make a request. They will print the documents for You and mail them to the address we have on file for Your loan.

System Requirements to Receive the Consent, Terms, and Other Documents. To receive an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must have the following equipment and software:

- Have a pre-established email service and address that is capable of receiving the delivery of emails with attachments. Your access to this page verifies that Your system/device or that electronic device provided by Comerica meets these requirements.

System Requirements to Sign and Retain Information. To retain an electronic copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents You must save them to the hard drive on Your computer or device. You may also print a copy of the Consent and the Terms and updates to the Terms, as well as copies of Your commercial loan documents and other documents. The minimum system requirements for using DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. To save them to Your hard drive, You must save them to the hard drive on Your computer or device that must meet the following requirements:

- A personal computer or other device which is capable of accessing the Internet, with an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 8.0 (click to download the latest IE version <http://www.microsoft.com/windows/ie/downloads/default.asp>) and Your system or device must have 128-bit SSL encryption software. Your access to the email and opening its attachments verifies that Your browser and encryption software/device meet these requirements.
- You must have software which permits You to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader® version 8.0 and above (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>). Your access to the email and opening the attachments contained in the email verifies that Your system/device has the necessary software to permit You to receive and access PDF files.

☒	Consent. By placing an ‘X’ or checkmark in the box, You, Thomas Freeburg , as an authorized signer for (i) Interpace Biosciences, Inc. and on behalf of Interpace Biosciences, Inc. , (ii) Interpace Diagnostics Corporation and on behalf of Interpace Diagnostics Corporation , (iii) Interpace Diagnostics, LLC and on behalf of Interpace Diagnostics, LLC , and (iv) Interpace Pharma Solutions, Inc. and on behalf of Interpace Pharma Solutions, Inc. , consent to the electronic delivery of the Terms. You also agree that Comerica Bank does not need to provide You with an additional paper (non-electronic) copy of the Terms, unless specifically requested.
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CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified Secretary of Interpace Diagnostics Corporation, a Delaware corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) Chief Executive Officer and Chief Financial Officer of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:
 - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations jointly and severally with Interpace Biosciences, Inc., a Delaware corporation, Interpace Diagnostics, LLC, a Delaware limited liability company, and Interpace Pharma Solutions, Inc., a Delaware corporation (each a "Co-Borrower" and collectively, if more than one, the "Co-Borrowers") from Comerica Bank (the "Bank"), up to an amount not exceeding \$_____, in aggregate (if left blank, then unlimited);
 - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
 - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
 - (d) Give security for any liabilities of the Corporation and/or Co-Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
 - (e) Issue and/or execute one or more warrants for the purchase of the Corporation's capital stock to Bank;
 - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets; and
 - (g) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Corporation, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Corporation.

- 2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.
- 3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
- 4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
- 5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
- 6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine signatures of each respectively.

The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

Name	Title	Signature
Thomas W. Burnell	Chief Executive Officer	/s/ Thomas W. Burnell
Thomas Freeburg	Chief Financial Officer	/s/ Thomas Freeburg

In Witness Whereof, I have affixed my name as Secretary on June 13, 2022.

/s/ Thomas Freeburg
Thomas Freeburg, as Secretary

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER
OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE
AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the Secretary is the sole Authorized Signer set forth above, shall constitute a certification by the Secretary that the Secretary is the sole
Shareholder, Director and Officer of the Corporation.



CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified Secretary of Interpace Biosciences, Inc., a Delaware corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) Chief Executive Officer and Chief Financial Officer of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:
 - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations jointly and severally with Interpace Diagnostics Corporation, a Delaware corporation, Interpace Diagnostics, LLC, a Delaware limited liability company, and Interpace Pharma Solutions, Inc., a Delaware corporation (each a "Co-Borrower" and collectively, if more than one, the "Co-Borrowers") from Comerica Bank (the "Bank"), up to an amount not exceeding \$ in aggregate (if left blank, then unlimited);
 - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
 - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
 - (d) Give security for any liabilities of the Corporation and/or Co-Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
 - (e) Issue and/or execute one or more warrants for the purchase of the Corporation's capital stock to Bank;
 - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets; and
 - (g) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Corporation, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Corporation.
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- 2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.
- 3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
- 4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
- 5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
- 6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine signatures of each respectively.

The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

Name	Title	Signature
Thomas W. Burnell	Chief Executive Officer	/s/ Thomas W. Burnell
Thomas Freeburg	Chief Financial Officer	/s/ Thomas Freeburg

In Witness Whereof, I have affixed my name as Secretary on June 13, 2022.

/s/ Thomas Freeburg
Thomas Freeburg, as Secretary

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER
OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE
AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the Secretary is the sole Authorized Signer set forth above, shall constitute a certification by the Secretary that the Secretary is the sole
Shareholder, Director and Officer of the Corporation.



CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified Secretary of Interpace Pharma Solutions, Inc., a Delaware corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) Chief Executive Officer and Chief Financial Officer of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:
 - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations jointly and severally with Interpace Biosciences, Inc., a Delaware corporation, Interpace Diagnostics, LLC, a Delaware limited liability company, and Interpace Diagnostics Corporation, a Delaware corporation (each a "Co-Borrower" and collectively, if more than one, the "Co-Borrowers") from Comerica Bank (the "Bank"), up to an amount not exceeding \$ in aggregate (if left blank, then unlimited);
 - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
 - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
 - (d) Give security for any liabilities of the Corporation and/or Co-Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
 - (e) Issue and/or execute one or more warrants for the purchase of the Corporation's capital stock to Bank;
 - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets; and
 - (g) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Corporation, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Corporation.

- 2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.
- 3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
- 4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
- 5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
- 6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine signatures of each respectively.

The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

Name	Title	Signature
Thomas W. Burnell	Chief Executive Officer	/s/ Thomas W. Burnell
Thomas Freeburg	Chief Financial Officer	/s/ Thomas Freeburg

In Witness Whereof, I have affixed my name as Secretary on June 13, 2022.

/s/ Thomas Freeburg
Thomas Freeburg, as Secretary

The Above Statements are Correct.

SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, A SHAREHOLDER
OTHER THAN THE SECRETARY WHEN THE SECRETARY IS THE SOLE
AUTHORIZED SIGNER SET FORTH ABOVE

Failure to complete the above when the Secretary is the sole Authorized Signer set forth above, shall constitute a certification by the Secretary that the Secretary is the sole
Shareholder, Director and Officer of the Corporation.



**LIMITED LIABILITY COMPANY AUTHORIZATION
(AUTHORITY TO PROCURE JOINT LOANS)**

As of June 13, 2022, the undersigned, being all of the members and managers (if any) of the limited liability company named below, acknowledge, confirm and certify to COMERICA BANK ("Bank"), that:

1. Interpace Diagnostics, LLC, is a Delaware limited liability company (the "Company").
2. It is the judgment of the undersigned that it will be in the best interest of the Company that it obtain a joint loan or joint loans with Interpace Biosciences, Inc., a Delaware corporation, Interpace Diagnostics Corporation, a Delaware corporation, and Interpace Pharma Solutions, Inc., a Delaware corporation (each a "Borrower" and collectively, if more than one, the "Borrowers") (the Company and the Borrower(s) are herein together called the "Joint Borrowers"), from Bank in aggregate amount not to exceed _____ Dollars (\$ _____); [IF LEFT BLANK, THEN UNLIMITED]
3. Any one (1) of the following Chief Executive Officer and Chief Financial Officer of the Company (the "Authorized Signer(s)"):

TYPE OR PRINT NAME(S) OF AUTHORIZED SIGNER(S)

INDIVIDUAL NAME	TITLE	SIGNATURE
Thomas W. Burnell	Chief Executive Officer	<u>/s/ Thomas W. Burnell</u>
Thomas Freeburg	Chief Financial Officer	<u>/s/ Thomas Freeburg</u>

is/are authorized to:

- (a) Negotiate and procure joint loans, letters of credit and other credit or financial accommodations with the Borrower(s), or any of them, from the Bank;
- (b) Discount with said Bank, commercial or other business paper belonging to the Company and/or the Joint Borrowers, made or drawn by or upon third parties, without limit as to amount;
- (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of indebtedness or other securities owned by the Company, whether or not registered in the name of the Company;
- (d) Give security for any liabilities of the Joint Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible, of the Joint Borrowers or of the Company;
- (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of this Authorization, any or all of which may relate to all or to substantially all of the Company's property and assets; and
- (f) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Company and/or the Joint Borrowers, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Company and/or the Joint Borrowers, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Company and/or the Joint Borrowers.

- 4. The Bank is further authorized and directed to pay the proceeds of any such loans, advances or discounts as directed by the Authorized Signer(s), Delegated Person(s) (if any), or the authorized signer(s) of any other Joint Borrower (as set forth in any resolution provided by such Joint Borrower to Bank), whether so payable to the order of any of said Authorized Signer(s), Delegated Person(s) (if any) or the other Joint Borrower (or any one or more of them) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s), Delegated Person(s) (if any) or the other Joint Borrower (or any one or more of them), or not.
- 5. This Authorization shall be effective (and Bank shall be entitled to rely fully on it) notwithstanding any contrary terms contained in any Company agreement now or hereafter adopted by the Company, and shall remain in full force and effect until the Company officially notifies the Bank to the contrary in writing (but said notice shall have no effect whatsoever on any action previously taken or any commitment previously entered into by Bank in reliance on this Authorization).
- 6. The Bank may consider each Authorized Signer of the Company, each member of the Company and each manager of the Company (if any), their signatures and titles (if any), respectively, to be and continue to be as set forth in this Authorization until notice to the contrary in writing is duly served on the Bank.
- 7. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of this Authorization are ratified, confirmed and approved as the act or acts of the Company.
- 8. If other persons become members or managers of the Company, the Company shall notify the Bank promptly in writing of any such changes. This Authorization is not a consent by the Bank to the adding of members or managers to the Company.
- 9. The Company’s Articles of Organization, Certificate of Formation, Operating Agreement, Regulations or other charter or constitutional documents, as applicable (copies of which have been provided to the Bank), are not inconsistent with this Authorization.
- 10. The execution of this Authorization is not in contravention or violation of any applicable law.
- 11. There are no members of the Company other than as listed below.
- 12. There are no managers of the Company other than as listed below.
- 13. The signatures appearing below are the genuine signatures of all of the members and managers (if any) of the Company.
- 14. The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

NAMES AND SIGNATURES OF ALL MEMBERS AND MANAGERS (IF ANY) OF THE COMPANY

Member	Managers
INTERPACE BIOSCIENCES, INC., a Delaware corporation	<u>Individuals</u>

	Name of Individual: _____
By: /s/ Thomas W. Burnell	
Name: Thomas W. Burnell	Name of Individual: _____
Title: Chief Executive Officer	
	<u>Entities</u>
	By: _____
	Name: _____
	Title: _____
	<input checked="" type="checkbox"/> Check this box if there are no managers

FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT AND WAIVER

This Fourth Amendment to Loan and Security Agreement and Waiver (this “Amendment”) is entered into as of October __, 2022 by and between **COMERICA BANK** (“Bank”), **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 together with Parent, and Diagnostics Corporation, the “Borrowers” and each individually a “Borrower”).

RECITALS

A. Borrowers, INTERPACE PHARMA SOLUTIONS, INC., a Delaware corporation (“Pharma Solutions” and together with Borrowers, the “Previous Borrowers”), and Bank are parties to that certain Loan and Security Agreement dated as of October 13, 2021, as it may be amended, restated, supplemented or replaced from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement and Consent dated as of November 1, 2021, that certain Second Amendment to Loan and Security Agreement and Waiver entered into as of April 22, 2022, and that certain Third Amendment to Loan and Security Agreement and Waiver entered into as of June 13, 2022 (as amended, the “Agreement”). The parties desire to amend the Agreement and Borrowers have requested that Bank waive a certain Event of Default, all as set forth below.

B. Bank consented to the sale of certain assets of Pharma Solutions under that certain Consent Letter dated August 31, 2022, by and among Bank and Previous Borrowers.

NOW, THEREFORE, the parties agree as follows:

1. All references to “Borrowers” in the Loan Documents shall collectively refer to Parent, Diagnostics Corporation, Diagnostics, and “Borrower” shall refer to each of them individually.

2. Borrowers failed to comply with (i) Section 4.4(a) of the Agreement by failing to notify all account debtors and other parties obligated to such Borrower that all payments made to such Borrower by electronic funds transfer shall be remitted to one or more collection account(s) established and maintained by Borrowers at Bank, (ii) Section 6.6 of the Agreement (Accounts) by failing to close and have the balances of all accounts maintained outside of Bank transferred to accounts at Bank by June 30, 2022, (iii) 6.6(a) by failing to segregate collections made from Government Account Debtors from collections made from all other account debtors and customers of such Borrower (collectively, the “Covenant Violations”). Borrowers requested that Bank waive the Events of Default that occurred as a result of the Covenant Violations. Bank hereby waives the Events of Default that occurred as a result of the Covenant Violations (“Waiver”). This Waiver is specific as to content and time, shall be limited precisely as written, and shall not constitute a waiver of any other current or future default or Event of Default or breach of any covenant contained in the Agreement or the terms and conditions of any other Loan Documents. Bank expressly reserves all of its various rights, remedies, powers and privileges under the Agreement and the other Loan Documents due to any other default, Event of Default or breach not waived herein.

3. Section 4.4(a) of the Agreement is amended and restated to read in its entirety as follows:

“(a) On or before November 15, 2022, and subject to Section 6.6, each Borrower agrees to notify all account debtors and other parties obligated to such Borrower that all payments made to such Borrower by electronic funds transfer shall be remitted to one or more collection account(s) established and maintained by Borrowers at Bank (the “Collection Account”), and each Borrower shall include a like statement on all invoices. Each Borrower agrees that immediately upon an Event of Default occurring and continuing, the Obligations shall be on a “remittance basis” and each Borrower’s Collection Account(s) shall, upon the occurrence and during the continuance of an Event of Default, convert to a non-interest bearing deposit account with Bank (each a “Springing DOF Account”) to which Bank shall have exclusive access and control; provided that, upon any written waiver by the Bank of all then-outstanding Event(s) of Default in accordance with the provisions of this Agreement, each such Springing DOF Account shall promptly convert/revert to a Collection Account;”

4. Sections 6.2(i) and 6.2(ii) of the Agreement are amended and restated in their entireties as follows:

“(i) as soon as available, but in any event within thirty (30) days after the end of each calendar month, a company prepared consolidated balance sheet and income statement, and consolidated cash flow statement covering such Parent’s and its consolidated Subsidiaries’ operations during such period, prepared in accordance with GAAP, and in a form reasonably acceptable to Bank and certified by a Responsible Officer; (ii) as soon as available, but in any event within one hundred eighty (180) days after the end of Parent’s fiscal year, audited consolidated financial statements of Parent and its consolidated Subsidiaries prepared in accordance with GAAP, consistently applied, together with an opinion which is unqualified (including no going concern comment or qualification other than a qualification based on liquidity or a debt maturity date) or otherwise consented to in writing by Bank or otherwise consented to in writing by Bank on such financial statements of an independent certified public accounting firm reasonably acceptable to Bank;”

5. The first paragraph of Section 6.6 of the Agreement is amended and restated to read in its entireties as follows:

“6.6 Accounts. On or before November 15, 2022 (the “Transition Date”), all of each Borrower’s accounts maintained outside Bank shall be closed and the balances transferred to accounts at Bank and Borrowers shall thereafter maintain all of their depository, operating and investment accounts at Bank. On or before the Transition Date, the aggregate balance of all accounts not maintained at Bank shall not exceed Five Hundred Thousand Dollars (\$500,000) at any time and such accounts are not required to be governed by a control agreement. Notwithstanding anything to the contrary set forth above, Borrowers must maintain accounts at Bank, including without limitation, Collection Account(s), by the Transition Date. Notwithstanding anything to the contrary set forth herein, Borrowers’ accounts at Silicon Valley Bank must be closed prior to October ___, 2022¹.”

6. Section 6.7(b) of the Agreement is amended and restated to read in its entirety as follows:

(b) Minimum Revenue. As of the last day of each fiscal quarter of Borrowers, Borrowers’ trailing four quarters revenue shall be no less than the amounts set forth below as of the testing periods set forth below:

Measurement Date	Minimum Revenue
December 31, 2022	\$ 7,250,000
March 31, 2023	\$ 17,000,000
June 30, 2023	\$ 24,000,000
September 30, 2023	\$ 33,000,000
December 31, 2023	\$ 35,000,000

7. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, 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. Bank’s failure at any time to require strict performance by Borrowers of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

¹ Insert Amendment Closing Date.

8. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective 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 Bank under the Agreement, as in effect prior to the date hereof.

9. 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 except to the extent such representation or warranty expressly relates to an earlier date, and that no Event of Default has occurred and is continuing.

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

- (a) this Amendment, duly executed by Borrowers;
- (b) Corporation and Limited Liability Company Resolutions and Incumbency Certification (Authority to Procure Joint Loans), duly executed by Borrowers;
- (c) a Consent to Electronic Delivery of Terms and Conditions, ESign Disclosure and Consent, duly consented to by each Borrower, the subordinated creditor, and authorized signers;
- (d) a nonrefundable, fully earned, amendment fee in the amount of \$10,000, which may be debited from any Borrower's accounts; and
- (e) such other documents, and completion of such other matters, as Bank may reasonably request.

11. 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]

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

INTERPACE BIOSCIENCES, INC.

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS CORPORATION

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

INTERPACE DIAGNOSTICS, LLC

By: _____

Name: Thomas W. Burnell

Title: Chief Executive Officer

COMERICA BANK

By: _____

Name: Shane Merkord

Title: Senior Vice President

[Signature Page to Fourth Amendment to Loan and Security Agreement and Waiver]

FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT AND WAIVER

This Fifth Amendment to Loan and Security Agreement and Waiver (this “Amendment”) is executed on October 6, 2023 and effective as of September 30, 2023, by and among **COMERICA BANK** (“Bank”), **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 together with Parent, and Diagnostics Corporation, the “Borrowers” and each individually a “Borrower”).

RECITALS

A. Borrowers and Bank are parties to that certain Loan and Security Agreement dated as of October 13, 2021, as it may be amended, restated, supplemented or replaced from time to time, including, without limitation, by that certain First Amendment to Loan and Security Agreement and Consent dated as of November 1, 2021, that certain Second Amendment to Loan and Security Agreement and Waiver entered into as of April 22, 2022, that certain Third Amendment to Loan and Security Agreement and Waiver entered into as of June 13, 2022, and that certain Fourth Amendment to Loan and Security Agreement and Waiver entered into as of October 31, 2022 (as amended, the “Agreement”). The parties desire to amend the Agreement and Borrowers have requested that Bank waive a certain Event of Default, all as set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Borrowers failed to comply with Section 6.2(ii) of the Agreement by having a going concern qualification issued in connection with its 2022 fiscal year audit (the “Covenant Violation”). Borrowers requested that Bank waive the Events of Default that occurred as a result of the Covenant Violation. Bank hereby waives the Events of Default that occurred as a result of the Covenant Violation (“Waiver”). This Waiver is specific as to content and time, shall be limited precisely as written, and shall not constitute a waiver of any other current or future default or Event of Default or breach of any covenant contained in the Agreement or the terms and conditions of any other Loan Documents. Bank expressly reserves all of its various rights, remedies, powers and privileges under the Agreement and the other Loan Documents due to any other default, Event of Default or breach not waived herein.

2. Exhibit A of the Agreement is amended by amending and restating the following defined term to read in their entirety as follows:

“Borrowing Base” means, as of any date of determination, an amount equal to eighty percent (80%) of Eligible Accounts, all as determined by Bank, with reference to the most recent Borrowing Base Certificate delivered by Borrowers or from other information then available to Bank including information obtained from working capital or other similar audits conducted by or on behalf of Bank; less such reserves as may be established by Bank in its good faith credit judgment, from time to time; provided, that the advance rate above and the definitions of Borrowing Base and Eligible Accounts set forth herein are subject to adjustment by Bank after the Closing Date, in its sole good faith discretion, based on its audits and examinations of the Collateral. Notwithstanding anything to the contrary set forth herein, outstanding Advances based on Medicare Accounts (excluding Accounts owing in connection with the Medicare Advantage program related to thyroid tests) and Accounts owing by any other Government Account Debtor or in connection with any Government Reimbursement Program (excluding, for the avoidance of doubt, Accounts owing in connection with the Medicare Advantage program related to thyroid tests), shall not collectively exceed One Million Five Hundred Thousand Dollars (\$1,500,000) at any time.

“CMS” means the Centers for Medicare and Medicaid Services.

“Consolidated Net Income (or Deficit)” means the consolidated net income (or deficit) of any Person and its Subsidiaries, after deduction of all expenses, taxes, and other proper charges, determined in accordance with GAAP, after eliminating therefrom all extraordinary nonrecurring items of income.

“Consolidated Total Interest Expense” means with respect to any Person for any period, the aggregate amount of interest required to be paid or accrued by a Person and its Subsidiaries during such period on all Indebtedness of such Person and its Subsidiaries outstanding during all or any part of such period, whether such interest was or is required to be reflected as an item of expense or capitalized, including payments consisting of interest in respect of any capitalized lease or any synthetic lease, and including commitment fees, agency fees, facility fees, balance deficiency fees and similar fees or expenses in connection with the borrowing of money.

“Daily Adjusting Term SOFR Rate” means, for any day, the rate per annum equal to the Term SOFR Screen Rate at or about 8:00 a.m. (Detroit, Michigan time) (or as soon thereafter as practical) on such day with a term of one (1) month, plus one-tenth of one percent (.10%); provided that if such rate is not published on such determination date then the rate will be the Term SOFR Screen Rate on the first Business Day immediately prior thereto.

“EBITDA” means with respect to any fiscal period an amount equal to the sum of (a) Consolidated Net Income of Borrowers and their Subsidiaries for such fiscal period, plus (b) in each case to the extent deducted in the calculation of the Borrowers’ Consolidated Net Income and without duplication, (i) depreciation and amortization for such period, plus (ii) income tax expense for such period, plus (iii) Borrowers’ Consolidated Total Interest Expense paid or accrued during such period, plus (iv) non-cash expense associated with granting stock options during such period, and minus, to the extent added in computing Consolidated Net Income, and without duplication, interest income of Borrowers and their Subsidiaries for such period and less all of Borrowers’ and their Subsidiaries’ non-recurring revenue and gains (including income tax benefits) for such period, all as determined in accordance with GAAP.

“Revolving Line” means a Credit Extension of up to Five Million Dollars (\$5,000,000) (inclusive of the aggregate limits of the aggregate face amount of Letters of Credit issued under the Letter of Credit Sublimit and the corporate credit cards issued to Borrowers, or any of them, and merchant credit card processing reserves under the Credit Card Services Sublimit).

“Revolving Maturity Date” means September 30, 2024.

“Trigger Event” means the occurrence of aggregate outstanding Advances in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000).

3. Clauses (b), (c) and (e) of the definition of Eligible Accounts are amended and restated to read in their entirety as follows:

“(b) [Reserved];”

“(c) Accounts (other than Medicare Accounts) with respect to an account debtor, including Subsidiaries and Affiliates of such account debtor, whose total obligations to Borrowers, or any one of them, exceed twenty-five percent (25%) of all Accounts, to the extent such obligations exceed the aforementioned percentage, except as approved in writing by Bank;”

“(e) Accounts (other than Medicare Accounts) with respect to which the account debtor is the United States of America or any state or political subdivision thereof, or by any department, agency, public body corporate or other instrumentality of the foregoing, unless all necessary steps are taken to comply with the Assignment of Claims Act of 1940 (31 U.S.C. 3727), as amended, or with any comparable state or local law, if applicable, and all other necessary steps are taken to perfect Bank’s security interest in such Account;”

4. The defined term “Non-Formula Amount” set forth in Exhibit A to the Agreement is deleted.

5. Section 4.4 of the Agreement is amended and restated to read in its entirety as follows”

“4.4 Cash Collateral Arrangement.

(a) Subject to Section 6.6, each Borrower agrees to notify all account debtors and other parties obligated to such Borrower that all payments made to such Borrower by electronic funds transfer shall be remitted to one or more collection account(s) established and maintained by Borrowers at Bank (the “Collection Account”), and each Borrower shall include a like statement on all invoices. Each Borrower agrees that immediately upon an Event of Default or the Trigger Event occurring and continuing, the Obligations shall be on a “remittance basis” and each Borrower’s Collection Account(s) shall, upon the occurrence and during the continuance of an Event of Default or the Trigger Event, convert to a non-interest bearing deposit account with Bank (each a “Springing DOF Account”) to which Bank shall have exclusive access and control; provided that, upon any written waiver by the Bank of all then-outstanding Event(s) of Default or the end of the Trigger Event in accordance with the provisions of this Agreement, each such Springing DOF Account shall promptly convert/revert to a Collection Account;

(b) Upon the occurrence and during the continuance of an Event of Default or the Trigger Event, each Borrower shall hold in trust for Bank all amounts that such Borrower receives despite the directions to make payments to the Springing DOF Account(s), and immediately deliver such payments to Bank in their original form as received from the account debtor, with proper endorsements for deposit into the Springing DOF Account(s). Each Borrower hereby authorizes Bank to transfer to the Springing DOF Account(s) any amounts that Bank reasonably determines are proceeds of the Accounts (provided that Bank is under no obligation to do so and this allowance shall in no event relieve any Borrower of its obligations hereunder).

(c) Each Borrower shall execute all documents and authorizations as required by Bank, including but not limited to, documentation and authorizations to establish and maintain the Springing DOF Account(s). Each Borrower further acknowledges and agrees that upon the occurrence and during the continuance of an Event of Default or the Trigger Event: (i) such Borrower shall not be an authorized signer on any Springing DOF Account; (ii) such Borrower shall not order or write checks on any Springing DOF Account; and (iii) each Springing DOF Account: (A) shall be non-interest bearing; and (B) may not be used to initiate or authorize debit transactions of any kind, including, but not limited to: writing of paper or electronic checks, over the counter withdrawals, ATM Card or Check Card withdrawals, account transfers from the account, ACH debit transactions and debit wire transfers; provided that, upon any written waiver from the Bank of all then-outstanding Event(s) of Default or the end of the Trigger Event in accordance with the provisions of this Agreement and resultant conversion/reversion of each Springing DOF Account to a Collection Account, the provisions of the sentence shall promptly cease to apply to such account.

(d) All items or amounts which are remitted or otherwise delivered by or for the benefit of a Borrower to Bank on account of partial or full payment of, or with respect to, any Collateral shall, on a daily basis, in accordance with Bank’s standard procedures and practices, be deposited to such Borrower’s Collection Account(s) maintained at Bank so long as no Event of Default nor the Trigger Event has occurred and is continuing. If an Event of Default or the Trigger Event has occurred and is continuing, all items or amounts remitted to the Springing DOF Account(s) or otherwise delivered by or for the benefit of a Borrower to Bank shall (at the Bank’s discretion), on a daily basis, be applied to the payment of any Obligations, whether then due or not, in such order or at such time of application as Bank may determine in its sole discretion. Each Borrower agrees that Bank shall not be liable for any loss or damage which such Borrower may suffer as a result of Bank’s processing of items or its exercise of any other rights or remedies under this Agreement, including without limitation indirect, incidental, special, consequential, or punitive damages, loss of revenues or profits, or any claim, demand or action by any third party arising out of or in connection with the processing of items or the exercise of any other rights or remedies under this Agreement. Each Borrower agrees to indemnify and hold Bank harmless from and against all such third party claims, demands or actions, and all related expenses or liabilities, including, without limitation, reasonable attorneys’ fees and including claims, damages, fines, expenses, liabilities or causes of action of whatever kind resulting from Bank’s own negligence, except to the extent (but only to the extent) caused by Bank’s gross negligence or willful misconduct.”

6. Sections 6.2(a) and (b) of the Agreement are amended and restated to read in their entirety as follows:

“(a) Parent shall deliver to Bank a Borrowing Base Certificate signed by a Responsible Officer of Parent in substantially the form of Exhibit D hereto, together with aged listings by invoice date of Borrowers’ accounts receivable and accounts payable, and an inventory report, all in form and substance reasonably acceptable to Bank (i) within thirty (30) days after the last day of each month or (ii) no later than Friday of each week if a Trigger Event has occurred and is continuing.

(b) Parent shall deliver or cause to be delivered to Bank, on behalf of all Borrowers, with the monthly financial statements a Compliance Certificate certified as of the last day of the applicable month and signed by a Responsible Officer of a Borrower in substantially the form of Exhibit E hereto (i) within thirty (30) days after the last day of each month or (ii) no later than Friday of each week if a Trigger Event has occurred and is continuing.”

7. Section 6.7(b) of the Agreement is amended and restated to read in its entirety as follows:

(b) Minimum EBITDA. A minimum EBITDA, calculated on a trailing three (3) months basis ending on the date of determination, of not less than the amounts below during the periods set forth below, tested monthly:

Testing Period	Minimum Trailing 3 Months EBITDA
August 30, 2023 through and including December 31, 2023	\$ 100,000
January 1, 2024 through and including March 31, 2024	\$ 200,000
April 1, 2024 through and including June 30, 2024	\$ 250,000
July 1, 2024 through and including December 31, 2024	\$ 300,000”

8. New Section 6.12 is added to the Agreement to read in its entirety as follows:

“6.12 CMS Notice. Borrowers shall immediately provide Bank with a copy of any notice received by a Borrower that CMS will cease reimbursements for any tests.”

9. New Section 8.11 is added to the Agreement to read in its entirety as follows:

“8.11 Discontinuation of CMS Reimbursement. If a Borrower receives notice from CMS that CMS will discontinue reimbursements for any tests that, collectively, comprise more than more than 10% of such Borrower’s revenue or EBITDA, based on Borrowers’ financial statements for the most recently ended fiscal year.”

10. Exhibits C and D to the Agreement are replaced with Exhibits C and D attached to this Amendment.

11. No course of dealing on the part of Bank or its officers, nor any failure or delay in the exercise of any right by Bank, 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. Bank's failure at any time to require strict performance by Borrowers of any provision shall not affect any right of Bank thereafter to demand strict compliance and performance. Any suspension or waiver of a right must be in writing signed by an officer of Bank.

12. Unless otherwise defined, all capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective 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 Bank under the Agreement, as in effect prior to the date hereof.

13. 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 except to the extent such representation or warranty expressly relates to an earlier date, and that no Event of Default has occurred and is continuing.

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

(a) this Amendment, duly executed by Borrowers;

(b) Corporation and Limited Liability Company Resolutions and Incumbency Certification (Authority to Procure Joint Loans), duly executed by Borrowers;

(c) a Consent to Electronic Delivery of Terms and Conditions, ESign Disclosure and Consent, duly consented to by each Borrower, the subordinated creditor, and authorized signers;

(d) a nonrefundable, fully earned, amendment fee in the amount of Fifteen Thousand Dollars (\$15,000), which may be debited from any Borrower's accounts; and

(e) all Bank Expenses incurred through the date of this Amendment, which may be debited from any of any Borrower's accounts; and

(f) such other documents, and completion of such other matters, as Bank may reasonably request.

15. 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]

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

COMERICA BANK

By: /s/ Shane Merkord

Name: Shane Merkord

Title: Senior Vice President

Signature Page to Fifth Amendment to Loan and Security Agreement and Waiver (4873-7324-1681)

EXHIBIT C

FORM OF BORROWING BASE CERTIFICATE

(See Attached)

Exhibit C - Page 1

EXHIBIT D**COMPLIANCE CERTIFICATE**

Please send all Required Reporting to:

Comerica Bank
 Technology & Life Sciences Division
 Loan Analysis Department
 250 Lytton Avenue
 3rd Floor, MC 4240
 Palo Alto, CA 94301
 Email directly to:
sgmerkord@comerica.com and
nwcompliance@comerica.com
 or Fax to (425) 452-2510

FROM: Interpace Biosciences, Inc.

The undersigned authorized Officer of Interpace Biosciences, Inc., on behalf of Borrowers ("Borrower"), hereby certifies, in such capacity and not in his or her individual capacity (and without personal liquidity) that in accordance with the terms and conditions of the Loan and Security Agreement between Borrower and Bank (the "Agreement"), (i) Borrower is in complete compliance for the period ending _____ with all required covenants, including without limitation the ongoing registration of intellectual property rights in accordance with Section 6.8 hereof, except as noted below and (ii) all representations and warranties of Borrower stated in the Agreement are true and correct in all material respects as of the date hereof. Attached herewith are the required documents supporting the above certification.

The Officer further certifies that these are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and are consistently applied from one period to the next except as explained in an accompanying letter or footnotes.

Please indicate compliance status by checking the applicable box for Yes or No.

REPORTING COVENANTS	REQUIRED	COMPLIES	
Company Prepared Monthly F/S Compliance Certificate	Monthly, within 30 days Monthly, within 30 days/Each Friday (as applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
CPA Audited, Unqualified F/S Borrowing Base Certificate	Annually, within 180 days of FYE Monthly, within 30 days Monthly, within 30 days/Each Friday (as applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
A/R Agings by Invoice Date	Monthly, within 30 days Monthly, within 30 days/Each Friday (as applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
NP Agings by Invoice Date	Monthly, within 30 days Monthly, within 30 days/Each Friday (as applicable)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Intellectual Property Report	Quarterly, within 30 days	<input type="checkbox"/> YES	<input type="checkbox"/> NO

This section only to be required and filled out if Public:

10-Q	Quarterly, within 5 days of SEC filin (50 days)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10-K	Annually, within 5 days of SEC filing (95 days)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

ACCOUNTS 6.6	REQUIRED	ACTUAL VALUES TO BE ENTERED BELOW		
Total amount of Borrower's cash and investments		Amount: \$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Total amount of Borrower's cash and investments maintained with Bank.	See Loan Agreement Amount	Amount: \$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
		DESCRIPTION	APPLICABLE	
Legal Action > \$500,000	Notify promptly upon notice	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Inventory Disputes > \$250,000	Notify promptly upon notice	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Mergers & Acquisitions > \$1,000,000	Notify promptly upon notice	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Cross default with other agreements > \$500,000	Notify promptly upon notice	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Judgments/Settlements > \$250,000	Notify promptly upon notice	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

FINANCIAL COVENANTS	REQUIRED	ACTUAL*	COMPLIES
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TO BE TESTED MONTHLY, UNLESS OTHERWISE NOTED:

Minimum Liquidity (maintained at all times, reported monthly)	See Sec. 6.7(a)	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Minimum EBITDA	See Sec. 6.7(b)	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

OTHER COVENANTS	REQUIRED	ACTUAL VALUES TO BE ENTERED BELOW	COMPLIES
Permitted Indebtedness for equipment leases	<\$100,000	\$ _____	<input type="checkbox"/> YES <input type="checkbox"/> NO

Permitted Investments for stock repurchase	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted Investments for subsidiaries	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted Investments for employee loans	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted Investments for joint ventures	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted Liens for equipment leases	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted Transfers	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Permitted “other” Liens	<\$100,000	\$ _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

**Please provide calculations with reporting to support actual values listed.*

Please Enter Below Comments Regarding Violations:

The Officer further acknowledges that at any time Borrower is not in compliance with all the terms set forth in the Agreement, including, without limitation, the financial covenants, no credit extensions will be made.

Sincerely,

Authorized Signer

Name: _____

Title: _____



CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified Secretary of Interpace Biosciences, Inc., a Delaware corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, that:

- 1 Any one (1) of the following (insert titles only) Chief Executive Officer, CFO of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:
 - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations jointly and severally with Interpace Diagnostics Corporation, a Delaware corporation, and Interpace Diagnostics, LLC, a Delaware limited liability company (each a "Co-Borrower" and collectively, if more than one, the "Co-Borrowers") from Comerica Bank (the "Bank"), up to an amount not exceeding \$_____, in aggregate (if left blank, then unlimited);
 - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
 - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
 - (d) Give security for any liabilities of the Corporation and/or Co-Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
 - (e) Issue and/or execute one or more warrants for the purchase of the Corporation's capital stock to Bank;
 - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets; and
 - (g) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Corporation, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Corporation.
-

2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.
3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine signatures of each respectively.

The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

[Signature page to follow]

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Thomas W. Burnell	Chief Executive Officer	<u>/s/ Thomas W. Burnell</u>
Christopher McCarthy	CFO	<u>/s/ Christopher McCarthy</u>

In Witness Whereof, I have affixed my name as Secretary on October 6, 2023.

/s/ Thomas W. Burnell
Thomas W. Burnell, as Secretary

The Above Statements are Correct.	
A SHAREHOLDER OTHER THAN SOLE AUTHORIZED SIGNER SET FORTH	SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, THE SECRETARY WHEN THE SECRETARY IS THE ABOVE
Failure to complete the above when the Secretary is the sole Authorized Signer set forth above, shall constitute a certification by the Secretary that the Secretary is the sole Shareholder, Director and Officer of the Corporation.	



CORPORATION RESOLUTIONS AND INCUMBENCY CERTIFICATION AUTHORITY TO PROCURE LOANS

I certify that I am the duly elected and qualified Secretary of Interpace Diagnostics Corporation, a Delaware corporation (the "Corporation"), and the keeper of the records of the Corporation; that the following is a true and correct copy of resolutions duly adopted by the Board of Directors of the Corporation in accordance with its bylaws and applicable statutes.

Copy of Resolutions:

Be it Resolved, that:

1. Any one (1) of the following (insert titles only) Chief Executive Officer, CFO of the Corporation (the "Authorized Signer(s)") are/is authorized, for, on behalf of, and in the name of the Corporation to:
 - (a) Negotiate and procure loans, letters of credit and other credit or financial accommodations jointly and severally with Interpace Biosciences, Inc., a Delaware corporation, and Interpace Diagnostics, LLC, a Delaware limited liability company (each a "Co-Borrower" and collectively, if more than one, the "Co-Borrowers") from Comerica Bank (the "Bank"), up to an amount not exceeding \$ _____, in aggregate (if left blank, then unlimited);
 - (b) Discount with the Bank, commercial or other business paper belonging to the Corporation made or drawn by or upon third parties, without limit as to amount;
 - (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of Indebtedness or other securities owned by the Corporation, whether or not registered in the name of the Corporation;
 - (d) Give security for any liabilities of the Corporation and/or Co-Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible of the Corporation;
 - (e) Issue and/or execute one or more warrants for the purchase of the Corporation's capital stock to Bank;
 - (f) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of Indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of these Resolutions, any or all of which may relate to all or to substantially all of the Corporation's property and assets; and
 - (g) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Corporation, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Corporation, and (iii) execute and certify borrowing base certificates, account agings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Corporation.
-

2. Said Bank be and it is authorized and directed to pay the proceeds of any such loans or discounts as directed by the Authorized Signer(s) or Delegated Person(s) (if any), whether so payable to the order of any of said Authorized Signer(s) or Delegated Person(s) (if any) **in** their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s) or Delegated Person(s) (if any) or not.
3. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of these Resolutions are ratified, confirmed and approved as the act or acts of the Corporation.
4. These Resolutions shall continue in force, and the Bank may consider the holders of said offices and their signatures to be and continue to be as set forth in a certified copy of these Resolutions delivered to the Bank, until notice to the contrary in writing is duly served on the Bank (such notice to have no effect on any action previously taken by the Bank in reliance on these Resolutions).
5. Any person, corporation or other legal entity dealing with the Bank may rely upon a certificate signed by an officer of the Bank to effect that these Resolutions and any agreement, instrument or document executed pursuant to them are still in full force and effect and binding upon the Corporation.
6. The Bank may consider the holders of the offices of the Corporation and their signatures, respectively, to be and continue to be as set forth in the Certificate of the Secretary of the Corporation until notice to the contrary in writing is duly served on the Bank.

I further certify that the above Resolutions are in full force and effect as of the date of this Certificate; that these Resolutions and any borrowings or financial accommodations under these Resolutions have been properly noted in the corporate books and records, and have not been rescinded, annulled, revoked or modified; that neither the foregoing Resolutions nor any actions to be taken pursuant to them are or will be in contravention of any provision of the certificate of incorporation or bylaws of the Corporation or of any agreement, indenture or other instrument to which the Corporation is a party or by which it is bound; and that neither the certificate of incorporation nor bylaws of the Corporation nor any agreement, indenture or other instrument to which the Corporation **is** a party or by which it is bound require the vote or consent of shareholders of the Corporation to authorize any act, matter or thing described in the foregoing Resolutions.

I further certify that the following named persons have been duly elected to the offices set opposite their respective names, that they continue to hold these offices at the present time, and that the signatures which appear below are the genuine signatures of each respectively.

The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (**including** this document) 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.

[Signature page to follow]

(PLEASE SUPPLY GENUINE SIGNATURES OF AUTHORIZED SIGNERS BELOW)

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Thomas W. Burnell	Chief Executive Officer	<u>/s/ Thomas W. Burnell</u>
Christopher McCarthy	CFO	<u>/s/ Christopher McCarthy</u>

In Witness Whereof, I have affixed my name as Secretary on October 6, 2023.

/s/ Thomas W. Burnell
Thomas W. Burnell, as Secretary

The Above Statements are Correct.	
A SHAREHOLDER OTHER THAN SOLE AUTHORIZED SIGNER SET FORTH	SIGNATURE OF OFFICER OR DIRECTOR OR, IF NONE, THE SECRETARY WHEN THE SECRETARY IS THE ABOVE
Failure to complete the above when the Secretary is the sole Authorized Signer set forth above, shall constitute a certification by the Secretary that the Secretary is the sole Shareholder, Director and Officer of the Corporation.	



**LIMITED LIABILITY COMPANY AUTHORIZATION
(AUTHORITY TO PROCURE JOINT LOANS)**

As of October 6, 2023, the undersigned, being all of the members and managers (if any) of the limited liability company named below, acknowledge, confirm and certify to COMERICA BANK ("Bank"), that:

1. Interpace Diagnostics, LLC, is a Delaware limited liability company (the "Company").
2. It is the judgment of the undersigned that it will be in the best interest of the Company that it obtain a joint loan or joint loans with Interpace Biosciences, Inc., a Delaware corporation, and Interpace Diagnostics Corporation, a Delaware corporation (each a "Borrower" and collectively, if more than one, the "Borrowers") (the Company and the Borrower(s) are herein together called the "Joint Borrowers"), from Bank in aggregate amount not to exceed _____ Dollars (\$ _____); [IF LEFT BLANK, THEN UNLIMITED]
3. Any one (1) of the following Chief Executive Officer, CFO of the Company (the "Authorized Signer(s)"):

TYPE OR PRINT NAME(S) OF AUTHORIZED SIGNER(S)

<u>INDIVIDUAL NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Thomas W. Burnell	Chief Executive Officer	<u>/s/ Thomas W. Burnell</u>
Christopher McCarthy	CFO	<u>/s/ Christopher McCarthy</u>

is/are authorized to:

- (a) Negotiate and procure joint loans, letters of credit and other credit or financial accommodations with the Borrower(s), or any of them, from the Bank;
- (b) Discount with said Bank, commercial or other business paper belonging to the Company and/or the Joint Borrowers, made or drawn by or upon third parties, without limit as to amount;
- (c) Purchase, sell, exchange, assign, endorse for transfer and/or deliver certificates and/or instruments representing stocks, bonds, evidences of indebtedness or other securities owned by the Company, whether or not registered in the name of the Company;
- (d) Give security for any liabilities of the Joint Borrowers to the Bank by grant, security interest, assignment, lien, deed of trust or mortgage upon any real or personal property, tangible or intangible, of the Joint Borrowers or of the Company;
- (e) Execute and deliver in form and content as may be required by the Bank any and all notes, evidences of indebtedness, applications for letters of credit, guaranties, subordination agreements, loan and security agreements, financing statements, assignments, liens, deeds of trust, mortgages, trust receipts and other agreements, instruments or documents to carry out the purposes of this Authorization, any oral or written of which may relate to all or to substantially all of the Company's property and assets; and
- (f) Appoint, delegate and authorize such other person(s) (the "Delegated Person(s)") as may be designated in writing from time to time by the above referenced Authorized Signer(s), or any one or more of them, to (i) request loans, advances and/or letters of credit under any line of credit, loan or other credit or financial accommodation made available by Bank to or in favor of the Company and/or the Joint Borrowers, and to execute and/or deliver unto Bank, in form and content as may be required by the Bank, such agreements, instruments and documents as may be necessary or required to carry out such purposes, (ii) make loan payments for and on behalf of the Company and /or the Joint Borrowers, and (iii) execute and certify borrowing base certificates, accountings, inventory reports and collateral reports (together with any other documents, reports and certificates required to be delivered in connection with any of the foregoing) for and on behalf of the Company and/or the Joint Borrowers.

- 4. The Bank is further authorized and directed to pay the proceeds of any such loans, advances or discounts as directed by the Authorized Signer(s), Delegated Person(s) (if any), or the authorized signer(s) of any other Joint Borrower (as set forth in any resolution provided by such Joint Borrower to Bank), whether so payable to the order of any of said Authorized Signer(s), Delegated Person (s) (if any) or the other Joint Borrower (or any one or more of them) in their individual capacities or not, and whether such proceeds are deposited to the individual credit of any of said Authorized Signer(s), Delegated Person(s) (if any) or the other Joint Borrower (or any one or more of them), or not.
- 5. This Authorization shall be effective (and Bank shall be entitled to rely fully on it) notwithstanding any contrary terms contained in any Company agreement now or hereafter adopted by the Company, and shall remain in full force and effect until the Company officially notifies the Bank to the contrary in writing (but said notice shall have no effect whatsoever on any action previously taken or any commitment previously entered into by Bank in reliance on this Authorization).
- 6. The Bank may consider each Authorized Signer of the Company, each member of the Company and each manager of the Company (if any), their signatures and titles (if any), respectively,, to be and continue to be as set forth in this Authorization until notice to the contrary in writing is duly served on the Bank.
- 7. Any and all agreements, instruments and documents previously executed and acts and things previously done to carry out the purposes of this Authorization are ratified, confirmed and approved as the act or acts of the Company.
- 8. If other persons become members or managers of the Company, the Company shall notify the Bank promptly in writing of any such changes. This Authorization is not a consent by the Bank to the adding of members or managers to the Company.
- 9. The Company’s Articles of Organization, Certificate of Formation, Operating Agreement, Regulations or other charter or constitutional documents, as applicable (copies of which have been provided to the Bank), are not inconsistent with this Authorization.
- 10. The execution of this Authorization is not in contravention or violation of any applicable law.
- 11. There are no members of the Company other than as listed below.
- 12. There are no managers of the Company other than as listed below.
- 13. The signatures appearing below are the genuine signatures of all of the members and managers (if any) of the Company.
- 14. The parties agree that the electronic signature of a party to this document shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this document, and that any electronically signed document (including this document) 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.

NAMES AND SIGNATURES OF ALL MEMBERS AND MANAGERS (IF ANY) OF THE COMPANY

Member	Managers
INTERPACE BIOSCIENCES, INC., a Delaware corporation	<input checked="" type="checkbox"/> Check this box if there are no managers
By: <u>/s/ Thomas W. Burnell</u>	
Name: Thomas W. Burnell	
Title: Chief Executive Officer	

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas W. Burnell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2023 of Interpace Biosciences, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 8, 2023

/s/ Thomas W. Burnell

Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Christopher McCarthy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2023 of Interpace Biosciences, Inc. (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 8, 2023

/s/ Christopher McCarthy

Chief Financial Officer
(Principal Financial Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Interpace Biosciences, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Thomas W. Burnell, as Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 8, 2023

/s/ Thomas W. Burnell

Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Interpace Biosciences, Inc. (the "Company") on Form 10-Q for the period ended September 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Christopher McCarthy as Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 8, 2023

/s/ Christopher McCarthy

Chief Financial Officer
(Principal Financial Officer)
