

**AMENDMENT NO. 3
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND GOTHAMS, LLC**

This Amendment No. 3 ("Third Amendment") serves to amend the Services Agreement effective as of July 3, 2020, as amended on July 9, 2020 and September 21, 2020 (the "Agreement"), between The Texas A&M University System ("A&M System") and Gothams, LLC ("PROVIDER") and is effective December __, 2020 ("Third Amendment Effective Date"). A&M System and PROVIDER agree to amend the Agreement as follows:

1. The fourth sentence of Section 1.B of the Agreement is hereby deleted in its entirety and replaced with the following:

"The order will be for up to 20,000 Kits per month during the Term (as defined below)."

2. The first sentence of Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall begin on the Effective Date and remain in effect through June 30, 2021 (the "Term")."

3. Section 3.A of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3.A:

"For the services rendered under this Agreement, A&M System shall pay PROVIDER [REDACTED] per Kit if PROVIDER is not able to obtain reimbursement for such lab services from third-party payers, including Medicaid and Medicare ("Payers"). This amount shall be inclusive of all necessary expenses for the provision of all services under this Agreement, including but not limited to, sampling supplies, all necessary training for sampling, software platform, test procedures, lab work and response and assistance with logistics associated with distribution and management of sampling, testing and results response. PROVIDER shall use commercially reasonable efforts to obtain reimbursement from Payers for the lab services provided under this Agreement from Payers. Notwithstanding the foregoing, if over a 4-day period 30 or more Lab Results are provided to Clients after the 30 hour turnaround requirement in Section 1.F (each, a "Late Lab Result"), for every Late Lab Result, PROVIDER shall, and shall cause Curative to, provide 1.5 new Kits and Lab Results for such Kits at no further cost to A&M System; provided that A&M System complies with its obligations under Section 1 that relate to such Kits."

4. The first sentence of Section 3.D of the Agreement is hereby deleted in its entirety and replaced with the following:

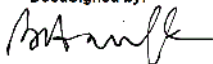
"PROVIDER shall only invoice A&M System for a Kit if Client is uninsured or upon final denial from the Payer ("Denial Notice") and provide a copy of the Denial Notice associated with such Kit with the invoice."

Except as expressly set forth in and as contemplated in this Third Amendment, all other terms and conditions in the Agreement are to remain in full force and effect. This Third

Amendment is effective as of the Third Amendment Effective Date regardless of the date when signed by all parties.



The Texas A&M University System:

DocuSigned by:

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Authorized Signature

Billy Hamilton

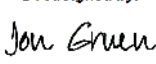
Name

Deputy Chancellor and Chief Financial Officer

Title

Date: 12/15/2020 | 09:24:11 CST

Gothams, LLC:

DocuSigned by:

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Authorized Signature

Jon Gruen

Name

Chief Financial Officer

Title

Date: 12/15/2020 | 07:00:30 PST
