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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): November 19, 2018**

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**Bionano Genomics, Inc.**  
(Exact Name of Registrant as Specified in its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38613**  
(Commission  
File Number)

**26-1756290**  
(IRS Employer  
Identification No.)

**9640 Towne Centre Drive, Suite 100**  
**San Diego, California**  
(Address of Principal Executive Offices)

**92121**  
(Zip Code)

**Registrant's telephone number, including area code: (858) 888-7600**

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

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

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

Emerging growth company

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

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### **Item 1.01 Entry into a Material Definitive Agreement.**

#### *Amendment to Bank Warrants and Loan Agreement*

On November 19, 2018, the Company entered into an Amendment Agreement (the “Amendment Agreement”) with Western Alliance Bank, an Arizona corporation (the “Holder”), in order to amend (i) that certain Warrant to Purchase Stock, dated March 8, 2016, (ii) that certain Warrant to Purchase Stock, dated December 9, 2016 ((i) and (ii) collectively, the “Bank Warrants”) and (iii) that certain Loan and Security Agreement, dated as of March 8, 2016, as amended (the “Loan Agreement”). Pursuant to Section 2.6(g) of the Loan Agreement, the Company is obligated to pay the Holder a success fee of \$210,000 in connection with the Company’s initial public offering completed in August 2018 (the “Success Fee”). Pursuant to the Amendment Agreement, the Success Fee has been decreased from \$210,000 to \$160,000 and the exercise price of the Bank Warrants has been decreased from \$20.56 per share to \$6.99 per share. All other terms of the Bank Warrants and the Loan Agreement remain in full force and effect.

The foregoing description is subject to, and qualified in its entirety by, the Amendment Agreement filed as an exhibit hereto and incorporated herein by reference.

#### *Issuance of New Warrants*

On November 19, 2018, the Company issued (i) to LifeSci Capital, LLC, a warrant to purchase 44,183 shares of the Company’s Common Stock (the “Common Stock”), and (ii) to Russell Creative Group, a warrant to purchase 3,311 shares of Common Stock (together, the “Service Provider Warrants”), each having an exercise price of \$8.25 per share of Common Stock and a term of five years. The Service Provider Warrants were issued in full satisfaction of the Company’s obligations to pay (i) to LifeSci Capital, LLC an aggregate of \$150,000 for capital advisory and investor relations services and (ii) to Russell Creative Group an aggregate of \$15,000 for branding and marketing services. LifeSci Capital, LLC and Russell Creative Group are accredited investors and the issuance of the Service Provider Warrants was exempt from registration under the Securities Act of 1933, as amended (the “Securities Act”) in reliance on an exemption provided by Section 4(a)(2) of the Securities Act.

The description of the Service Provider Warrants is qualified in its entirety by the form of Warrant to Purchase Common Stock filed as an exhibit hereto and incorporated herein by reference.

### **Item 3.02 Unregistered Sales of Equity Securities.**

Please see the disclosure set forth under Item 1.01, which is incorporated by reference into this Item 3.02.

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

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">Form of Warrant to Purchase Common Stock for Service Providers.</a>
10.1	<a href="#">Amendment Agreement, dated November 19, 2018, by and between the Company and Western Alliance Bank, an Arizona corporation.</a>

**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 hereunto duly authorized.

Date: November 21, 2018

**Bionano Genomics, Inc.**

/s/ R. Erik Holmlin, Ph.D.

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R. Erik Holmlin, Ph.D.

President and Chief Executive Officer  
(Principal Executive Officer)

THIS WARRANT AND THE UNDERLYING SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

BIONANO GENOMICS, INC.

WARRANT TO PURCHASE COMMON STOCK

CSW-[ ]

[•], 20\_\_

VOID AFTER [•], 20

THIS CERTIFIES THAT, for value received, [ ] (the "**Holder**"), is entitled to subscribe for and purchase from **BIONANO GENOMICS, INC.**, a Delaware corporation, with its principal office at 9640 Towne Centre Drive, Suite 100, San Diego, CA 92121 (the "**Company**"), an aggregate of [ ] Exercise Shares at the Exercise Price (each subject to adjustment as provided herein). This Warrant is being issued to the Holder in full satisfaction of the Company's obligation to pay the Holder and/or its affiliates an aggregate of \$[ ] for [ ].

1. **DEFINITIONS.** As used herein, the following terms shall have the following respective meanings:

(a) "**Acquisition**" shall mean (A) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; or (B) any transaction or series of related transactions in which in excess of 50% of the Company's voting power is transferred; provided that an Acquisition shall not include any transaction or series of related transactions solely for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof.

(b) "**Asset Transfer**" shall mean the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company.

(c) "**Common Stock**" shall mean the Company's Common Stock.

(d) “**Exercise Period**” shall mean the period commencing with the date of the Purchase Agreement and ending on November [●], 20 , unless sooner terminated as provided below.

(e) “**Exercise Price**” shall initially mean \$[ ] per Exercise Share subject to adjustment pursuant to Section 5 below.

(f) “**Exercise Shares**” shall mean the shares of Common Stock issuable upon exercise of this Warrant.

(g) “**Termination Date**” shall mean the earlier of: (i) the date of the expiration of the Exercise Period or (ii) the date of the termination of this Warrant pursuant to Section 7 below.

(h) “**Trading Market**” means whichever of the New York Stock Exchange, NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or OTC Bulletin Board on which the Common Stock is listed or quoted for trading on the date in question.

(i) “**Trading Day**” shall mean (i) a day on which the Common Stock is traded or quoted on a Trading Market, or (ii) if the Common Stock is not traded or quoted on any Trading Market, a day on which the Common Stock is quoted in the over-the-counter market as reported by the Pink Sheets LLC (or any similar organization or agency succeeding to its functions of reporting prices); provided, that in the event that the Common Stock is not traded or quoted as set forth in (i) or (ii) hereof, then Trading Day shall mean a Business Day.

## 2. EXERCISE OF WARRANT.

2.1 The rights represented by this Warrant may be exercised in whole or in part at any time during the Exercise Period, by delivery of the following to the Company at its address set forth above (or at such other address as it may designate by notice in writing to the Holder):

(a) An executed Notice of Exercise in the form attached hereto;

(b) Payment of the Exercise Price either (i) in cash or by check, or (ii) by cancellation of indebtedness; and

(c) This Warrant.

Upon the exercise of the rights represented by this Warrant, a certificate or certificates for the Exercise Shares so purchased, registered in the name of the Holder or persons affiliated with the Holder, if the Holder so designates, shall be issued and delivered to the Holder within a reasonable time after the rights represented by this Warrant shall have been so exercised. In the event that this Warrant is being exercised for less than all of the then-current number of Exercise Shares purchasable hereunder, the Company shall, concurrently with the issuance by the Company of the number of Exercise Shares for which this Warrant is then being exercised, issue a new Warrant exercisable for the remaining number of Exercise Shares purchasable hereunder.

The person in whose name any certificate or certificates for Exercise Shares are to be issued upon exercise of this Warrant shall be deemed to have become the holder of record of such shares on the date on which this Warrant was surrendered and payment of the Exercise Price was made, irrespective of the date of delivery of such certificate or certificates, except that, if the date of such surrender and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of such shares at the close of business on the next succeeding date on which the stock transfer books are open.

**2.2 Net Exercise.** Notwithstanding any provisions herein to the contrary, if the fair market value of one Exercise Share is greater than the Exercise Price (at the date of calculation as set forth below), in lieu of exercising this Warrant pursuant to Section 2.1, the Holder may elect to receive Exercise Shares equal to the value (as determined below) of this Warrant (or the portion thereof being cancelled pursuant to this Section 2.2) by surrender of this Warrant at the principal office of the Company together with the properly endorsed Notice of Exercise in which event the Company shall issue to the Holder a number of Exercise Shares computed using the following formula:

$$X = \frac{Y(A-B)}{A}$$

Where X = the number of Exercise Shares to be issued to the Holder

- Y= the number of Exercise Shares purchasable under the Warrant or, if only a portion of the Warrant is being exercised, that portion of the Warrant being cancelled pursuant to this Section 2.2 (at the date of such calculation)
- A= the arithmetic average of the closing sales prices of the Common Stock for the five consecutive Trading Days ending on the date immediately preceding the date of the Notice of Exercise
- B= Exercise Price (as adjusted to the date of such calculation)

**3. COVENANTS AS TO EXERCISE SHARES.** The Company covenants and agrees that all Exercise Shares that may be issued upon the exercise of the rights represented by this Warrant will, upon issuance, be validly issued and outstanding, fully paid and nonassessable, and free from all taxes, liens and charges with respect to the issuance thereof. The Company further covenants and agrees that the Company will at all times during the Exercise Period, have authorized and reserved, a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant.

#### **4. REPRESENTATIONS OF HOLDER.**

**4.1 Acquisition of Warrant for Personal Account.** The Holder represents and warrants that it is acquiring the Warrant and the Exercise Shares solely for its account for investment and not with a view to or for sale or distribution of said Warrant or Exercise Shares or any part thereof. The Holder also represents that the entire legal and beneficial interests of the Warrant and Exercise Shares the Holder is acquiring is being acquired for, and will be held for, its account only.

**4.2 Information and Sophistication.** Holder hereby: (i) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate for deciding whether to acquire this Warrant and the Exercise Shares, (ii) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the financial condition of the Company and the risks associated with the acquisition of this Warrant and the Exercise Shares and (iii) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

**4.3 Ability to Bear Economic Risk.** Holder acknowledges that investment in the securities of the Company involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Exercise Shares for an indefinite period of time and to suffer a complete loss of its investment.

**4.4 Securities Are Not Registered.**

(a) The Holder understands that the Warrant and the Exercise Shares have not been registered under the Securities Act of 1933, as amended (the “*Act*”), on the basis that no distribution or public offering of the stock of the Company is to be effected. The Holder realizes that the basis for the exemption may not be present if, notwithstanding its representations, the Holder has a present intention of acquiring the securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the securities. The Holder has no such present intention.

(b) The Holder recognizes that the Warrant and the Exercise Shares must be held indefinitely unless they are subsequently registered under the Act or an exemption from such registration is available. The Holder recognizes that the Company has no obligation to register the Warrant or the Exercise Shares of the Company, or to comply with any exemption from such registration.

(c) The Holder is aware that neither the Warrant nor the Exercise Shares may be sold pursuant to Rule 144 adopted under the Act unless certain conditions are met, including, among other things, the existence of a public market for the shares, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of shares being sold during any three month period not exceeding specified limitations. Holder is aware that the conditions for resale set forth in Rule 144 have not been satisfied and that the Company presently has no plans to satisfy these conditions in the foreseeable future.

**4.5 Disposition of Warrant and Exercise Shares.**

(a) The Holder further agrees not to make any disposition of all or any part of the Warrant or Exercise Shares in any event unless and until:

(i) The Company shall have received a letter secured by the Holder from the Securities and Exchange Commission (the “**Commission**”) stating that no action will be recommended to the Commission with respect to the proposed disposition;

(ii) There is then in effect a registration statement under the Act covering such proposed disposition and such disposition is made in accordance with said registration statement; or

(iii) The Holder shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, the Holder shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, for the Holder to the effect that such disposition will not require registration of such Warrant or Exercise Shares under the Act or any applicable state securities laws. The Company agrees that it will not require an opinion of counsel with respect to transactions under Rule 144 of the Act, except in unusual circumstances.

(b) The Holder understands and agrees that all certificates evidencing the shares to be issued to the Holder may bear the following legend:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “**ACT**”). THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

**4.6 Accredited Investor Status.** The Holder is an “accredited investor” as defined in Regulation D promulgated under the Act.

## **5. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF EXERCISE SHARES.**

**5.1** In the event of changes in the series of equity securities of the Company comprising the Exercise Shares by reason of stock dividends, splits, recapitalizations, reclassifications, combinations or exchanges of shares, separations, reorganizations, liquidations or the like, the number and class of Exercise Shares available under the Warrant in the aggregate and the Exercise Price shall be correspondingly adjusted to give the Holder of the Warrant, on exercise for the same Aggregate Exercise Price, the total number, class, and kind of shares as the Holder would have owned had the Warrant been exercised prior to the event and had the Holder continued to hold such shares until after the event requiring adjustment; *provided, however*, that such adjustment shall not be made with respect to, and this Warrant shall terminate if not exercised prior to, the events set forth in Section 7 below. For purposes of this Section 5, the “**Aggregate Exercise Price**” shall mean the aggregate Exercise Price payable in connection with the exercise in full of this Warrant. The form of this Warrant need not be changed because of any adjustment in the number of Exercise Shares subject to this Warrant.



**5.2** Whenever there is any adjustment pursuant to this Section 5, the Company shall prepare a certificate signed by an officer of the Company setting forth, in reasonable detail, the event requiring the adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the Exercise Price and number of Exercise Shares issuable upon exercise of the Warrant after giving effect to such adjustment, and shall cause copies of such certificate to be mailed (by certified or registered mail, return receipt required, postage prepaid) within 30 days of such adjustment to the Holder of this Warrant.

**6. FRACTIONAL SHARES.** No fractional shares shall be issued upon the exercise of this Warrant as a consequence of any adjustment pursuant hereto. All Exercise Shares (including fractions) to be issued upon exercise of this Warrant shall be aggregated for purposes of determining whether the exercise would result in the issuance of any fractional share. If, after aggregation, the exercise would result in the issuance of a fractional share, the Company shall, in lieu of issuance of any fractional share, pay the Holder otherwise entitled to such fraction a sum in cash equal to the product resulting from multiplying the then current fair market value of one Exercise Share by such fraction.

**7. EARLY TERMINATION.** In the event of, at any time during the Exercise Period, an initial public offering of securities of the Company registered under the Act, or an Acquisition or Asset Transfer, the Company shall provide to the Holder 10 days advance written notice of such public offering, Acquisition or Asset Transfer, and this Warrant shall be automatically exercised in accordance with Section 2.3 of this Warrant unless exercised immediately prior to the date such public offering is closed or the closing of such Acquisition or Asset Transfer.

**8. NO STOCKHOLDER RIGHTS.** This Warrant in and of itself shall not entitle the Holder to any voting rights or other rights as a stockholder of the Company.

**9. TRANSFER OF WARRANT.** Subject to applicable laws and the restriction on transfer set forth on the first page and Section 4.5 of this Warrant, this Warrant and all rights hereunder are transferable, by the Holder in person or by duly authorized attorney, upon delivery of this Warrant and the form of assignment attached hereto to any transferee designated by Holder.

**10. LOST, STOLEN, MUTILATED OR DESTROYED WARRANT.** If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on such terms as to indemnity or otherwise as it may reasonably impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

**11. CHARGES, TAXES, AND EXPENSES.** Issuance of certificates for Exercise Shares upon the exercise of this Warrant shall be made without charge to the Holder for any United States or state of the United States documentary stamp tax or other incidental expense within respect to the issuance of such certificate, all of which taxes and expenses shall be paid by the Company (other than income or similar taxes), and such certificates shall be issued in the name of the Holder.

**12. AMENDMENT.** Any term of this Warrant may be amended or waived only with the written consent of the Company and the Holder.

**13. NOTICES, ETC.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the Company at the address listed on the signature page and to Holder at the address set forth on the Schedule of Purchasers attached to the Purchase Agreement or at such other address as the Company or Holder may designate by 10 days advance written notice to the other parties hereto.

**14. ACCEPTANCE.** Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

**15. GOVERNING LAW.** This Warrant and all rights, obligations and liabilities hereunder shall be governed by and construed under the laws of the State of Delaware, without giving effect to conflicts of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its duly authorized officer as of the date first written above.

**BIONANO GENOMICS, INC.**

By: \_\_\_\_\_

Name: Erik Holmlin

Title: Chief Executive Officer

Address:

9640 Towne Centre Drive, Suite 100  
San Diego, CA 92121

***Acknowledged and Accepted by:***

[            ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF EXERCISE**

**TO: BIONANO GENOMICS, INC.**

(1)  The undersigned hereby elects to purchase \_\_\_\_\_ shares of Common Stock (the “*Exercise Shares*”) of **Bionano Genomics, Inc.** (the “*Company*”) pursuant to the terms of the attached Warrant, and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

The undersigned hereby elects to purchase \_\_\_\_\_ shares of Common Stock (the “*Exercise Shares*”) of **Bionano Genomics, Inc.** (the “*Company*”) pursuant to the terms of the net exercise provisions set forth in Section 2.2 of the attached Warrant, and shall tender payment of all applicable transfer taxes, if any.

(2) Please issue a certificate or certificates representing said Exercise Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**ASSIGNMENT FORM**

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to purchase shares.)

**FOR VALUE RECEIVED**, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name:

\_\_\_\_\_  
(Please Print)

Address:

\_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, 20

Holder's  
Signature:

Holder's  
Address:

**NOTE:** The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatever. Officers of corporations and those acting in a fiduciary or other representative capacity should file proper evidence of authority to assign the foregoing Warrant.

**BIONANO GENOMICS, INC.  
AMENDMENT AGREEMENT**

This **AMENDMENT AGREEMENT** (this "**Amendment**") is entered into effective as of November 19, 2018 (the "**Effective Date**"), by and between Bionano Genomics, Inc., a Delaware corporation (the "**Company**"), and Western Alliance Bancorporation (as assignee to the Warrants as defined below, the "**Holder**") and Western Alliance Bank, an Arizona corporation (the "**Bank**").

**RECITALS**

**A.** The Company previously issued (i) that certain Warrant to Purchase Stock, dated March 8, 2016 and (ii) that certain Warrant to Purchase Stock, dated December 9, 2016 (collectively, the "**Warrants**") to the Holder.

**B.** The Company and the Bank are parties to certain Loan and Security Agreement dated as of March 8, 2016, as amended from time to time, including by that certain First Amendment to Loan and Security Agreement dated as of December 9, 2016, that certain Second Amendment to Loan and Security Agreement dated as of May 2, 2017, that certain Third Amendment to Loan and Security Agreement dated as of November 20, 2017, that certain Forbearance and Fourth Amendment to Loan and Security Agreement, dated February 9, 2018, and that certain Fifth Amendment to Loan and Security Agreement date as of June 13, 2018 (collectively, the "**Loan Agreement**").

**C.** Pursuant to Section 2.6(g) of the Loan Agreement, the Company is obligated to pay the Bank a success fee of \$210,000 in connection with the initial public offering and sale of its common stock or other common voting equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Success Fee**").

**D.** The Company, Holder and Bank wish to decrease the Success Fee to \$160,000 in exchange for a decrease in the exercise price of the Warrants from \$20.56 per share to \$6.99 per share.

**AGREEMENT**

In exchange for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

**1. Amendment to the Warrants.** The definition of "Exercise Price" in each of the Warrants is hereby amended and restated to read as follows:

Exercise Price: \$6.99 per share, as the same may be from time to time adjusted pursuant to Article 2 hereof at any time following November 19, 2018 (the "Exercise Price").

**2. Success Fee Modification.** The Company's obligation to pay the Success Fee to the Bank shall be decreased from \$210,000 to \$160,000.

**3. Clarification.** Upon execution of this Amendment and the Company's payment of \$160,000 to the Bank, the Company's obligations under Section 2.6(g) of the Loan Agreement shall be deemed fully satisfied, such that the Company shall have no continuing obligation to pay the Bank any amounts pursuant to Section 2.6(g) of the Loan Agreement.

**4. Miscellaneous.**

**(a)** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

**(b)** The Holder hereby covenants and agrees that following the effectiveness of this Amendment an original or copy of this Amendment shall at all times be affixed to each of the Warrants.

**(c)** This Amendment is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the Company, the Bank and the Holder.

**(d)** Except as set forth above, the Warrants and the Loan Agreement shall remain in full force and effect in accordance with their respective terms.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this AMENDMENT effective as of the Effective Date.

**COMPANY:**

**BIONANO GENOMICS, INC.**

By: /s/ R. Erik Holmlin  
Name: Erik Holmlin  
Title: Chief Executive Officer

**BANK:**

**WESTERN ALLIANCE BANK**

By: /s/ John Radwanski  
Name: John Radwanski  
Title: Treasurer

**HOLDER:**

**WESTERN ALLIANCE BANCORPORATION**

By: /s/ J. Kelly Ardrey  
Name: J. Kelly Ardrey  
Title: CAO