

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

FORM 8-K

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

Date of Report (Date of earliest event reported): December 31, 2024

Bionano Genomics, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-38613
(Commission File Number)

26-1756290
(IRS Employer Identification No.)

9540 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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	BNGO	The Nasdaq Stock Market LLC

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.*Settlement Agreement and First Amendment to Securities Purchase Agreement and Debentures*

On December 31, 2024, Bionano Genomics, Inc. (the “Company”) entered into a settlement agreement and amendment (the “Amendment”) relating to its outstanding senior secured convertible debentures due May 24, 2026 (the “Debentures”) with certain accredited investors (the “Investors”) and JGB Collateral LLC, as collateral agent for the Investors (the “Collateral Agent”). Pursuant to the Amendment, the parties agreed that there will be no redemptions of any of the Debentures for the month of December 2024 and also agreed to modify certain terms of the Debentures, including to: reduce the maximum monthly redemption payable to Investors from \$1,000,000 to \$500,000 from January 2025 to July 2025; increase the maximum monthly redemption payable to Investors from \$1,000,000 to \$1,375,000 beginning in August 2025 until the Debentures are repaid in full; and reduce the conversion price to convert outstanding principal amounts of the Debentures to shares of the Company’s common stock from \$2.00 to \$0.27 (the “Conversion Price Adjustment”). As a result of this Conversion Price Adjustment, the \$15,000,000 outstanding aggregate principal amount of the Debentures will be convertible into 55,555,556 shares of common stock, of which 45,555,556 shares have not been previously registered under the Securities Act of 1933, as amended (the “Securities Act”) (the “Unregistered Conversion Shares”). As consideration for the Amendment, the Company agreed to issue the Investors 5,000,000 shares of the Company’s common stock (the “New Shares” and, together with the Unregistered Conversion Shares, the “Shares”) and to forbear from issuing a redemption notice under the Debentures to the Investors prior to July 31, 2025.

The Shares are being offered and sold by the Company in a transaction not involving a public offering under Section 4(a)(2) of the Securities Act and have not been registered under the Securities Act or applicable state securities laws. Accordingly, the unregistered Shares may not be reoffered or resold in the United States except pursuant to an effective registration statement or an applicable exemption from the registration requirements of the Securities Act and such applicable state securities laws. Pursuant to the Amendment, the Company has agreed to, not later than January 7, 2025 file a registration statement with the Securities and Exchange Commission (the “SEC”) covering the resale of the Shares.

The foregoing description of the material terms of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information required by this Item 3.02 relating to the Shares and the Unregistered Conversion Shares is set forth under Item 1.01 of this Current Report on Form 8-K and is incorporated herein by reference. The Shares were issued in a transaction not involving public offering under Section 4(a)(2) of the Securities Act as a transaction not requiring registration under the Securities Act and was made without general solicitation or advertising. Pursuant to the Amendment, the Investors each represented that it is an accredited investor and that it is acquiring the Shares for investment purposes only and not with a view to any resale, distribution or other disposition of such Shares in violation of the Securities Act.

Item 7.01 Regulation FD Disclosure.

On December 31, 2024, the Company issued a press release announcing that it had entered into the Amendment. A copy of the press release is attached hereto as Exhibit 99.1.

The information in this Item 7.01 and the related exhibit are being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or incorporated by reference in any filing under the Securities Act or the Exchange Act whether made before or after the date of this report, except as shall be expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This Current Report on Form 8-K contains “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995, including, without limitation, statements relating to the Company’s expectations regarding the registration of the Shares, that involve risks and uncertainties. These forward-looking statements are based upon the Company’s current expectations. Actual results could differ materially from these forward-looking statements as a result of certain factors, including the risks detailed in the Company’s filings with the SEC, including the Company’s Annual Report on Form 10-K for the year ended December 31, 2023, and the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2024. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Current Report on Form 8-K. The Company undertakes no duty to update such information except as required under applicable law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
4.1	Settlement Agreement and First Amendment to Debentures dated December 30, 2024
99.1	Press Release dated December 31, 2024
104	Inline XBRL for the cover page of this Current Report on Form 8-K

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: January 3, 2025

Bionano Genomics, Inc.

By: /s/ R. Erik Holmlin, PhD.

R. Erik Holmlin, Ph.D.

President and Chief Executive Officer

(Principal Executive Officer)

SETTLEMENT AGREEMENT AND FIRST AMENDMENT TO SECURITIES PURCHASE AGREEMENT AND DEBENTURES

This FIRST AMENDMENT (“*Amendment*”) is dated as of December 30, 2024, and is entered into by and among BIONANO GENOMICS, INC., a Delaware corporation (the “*Company*”), each of the parties executing this Amendment as Guarantors (the “*Guarantors*” and each a “*Guarantor*”), and each purchaser identified on the signature pages hereto (each, including its successors and assigns, a “*Purchaser*” and collectively, the “*Purchasers*”). The Company, the Guarantors and the Purchasers are hereinafter sometimes collectively referred to as the “*Parties*” and each individually as a “*Party*”.

RECITALS:

WHEREAS, the Company and the Purchasers are party to (i) that certain Securities Purchase Agreement dated May 24, 2024 (the “*SPA*”), (ii) that certain Senior Secured Convertible Debenture due May 24, 2026, issued by the Company to JGB Partners, LP (the “*Partners Debenture*”), (iii) that certain Senior Secured Convertible Debenture due May 24, 2026, issued by the Company to JGB Capital, LP (the “*Capital Debenture*”), (iv) that certain Senior Secured Convertible Debenture due May 24, 2026, issued by the Company to JGB Capital Offshore Ltd. (the “*Cayman Debenture*”), (v) that certain Senior Secured Convertible Debenture due May 24, 2026, issued by the Company to FourWorld Deep Value Opportunities Fund I, LLC (the “*Four World Debenture*”) and (vi) that certain Senior Secured Convertible Debenture due May 24, 2026, issued by the Company to Alto Opportunity Master Fund, SPC – Segregated Master Portfolio B (the “*Alto Debenture*”); and together with the Partners Debenture, the Capital Debenture, the Cayman Debenture and the Four World Debenture, collectively, the “*Debentures*”);

WHEREAS, the Company is not in a position to make the scheduled December month-end payment and as a result the Parties hereby agree avoid a default by the Company and to further amend Debentures as set forth more fully herein;

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment but not otherwise defined herein have the meanings given such terms in the SPA or Debentures, as applicable.

2. **December 2024 Redemption.** The Parties agree that there will be no redemptions of any of the Debentures for the month of December 2024.

3. **Amendments to Debentures.** Effective as of the First Amendment Effective Date, subject to the satisfaction of the conditions precedent set forth in Section 4 of this Amendment and in reliance on the representations and warranties set forth in Section 5 of this Amendment the Parties agree to amend the Debentures as follows:

(a) *Section 1* of the Debentures is hereby amended to add the defined “First Amendment Effective Date” in its appropriate alphabetical order as follows:

“*First Amendment Effective Date*” means December 31, 2024.

(b) *Section 2(d) of the Partners Debenture is amended and restated as follows:*

“(d) Redemption at the Option of the Holder. The Holder may require the Company to redeem a portion of this Debenture (the “Monthly Holder Redemption Right”) of up to (x) \$161,111.11 per calendar month from January 31, 2025 until July 31, 2025 and (y) \$443,055.56 from August 31, 2025 until the Maturity Date (collectively, the “Monthly Allowance”). The Holder may exercise its Holder Redemption Right for a calendar month, at any time and from time to time, during such calendar month, by sending a written notice (each a “Holder Redemption Notice”), to the Company by not later than 11:59 P.M. (local time in New York, New York) on the last Trading Day of such calendar month, which Holder Redemption Notice shall specify the principal amount to be redeemed up to the Monthly Allowance (the “Holder Redemption Amount”). The Holder Redemption Amount shall be due and payable by the Company in cash by wire transfer of immediately available funds on the second (2nd) Business Day after the date of the Holder Redemption Notice.”

(c) *Section 2(d) of the Capital Debenture is amended and restated as follows:*

“(d) Redemption at the Option of the Holder. The Holder may require the Company to redeem a portion of this Debenture (the “Monthly Holder Redemption Right”) of up to (x) \$8,611.11 per calendar month from January 31, 2025 until July 31, 2025 and (y) \$23,680.56 from August 31, 2025 until the Maturity Date (collectively, the “Monthly Allowance”). The Holder may exercise its Holder Redemption Right for a calendar month, at any time and from time to time, during such calendar month, by sending a written notice (each a “Holder Redemption Notice”), to the Company by not later than 11:59 P.M. (local time in New York, New York) on the last Trading Day of such calendar month, which Holder Redemption Notice shall specify the principal amount to be redeemed up to the Monthly Allowance (the “Holder Redemption Amount”). The Holder Redemption Amount shall be due and payable by the Company in cash by wire transfer of immediately available funds on the second (2nd) Business Day after the date of the Holder Redemption Notice.”

(d) *Section 2(d) of the Cayman Debenture is amended and restated as follows:*

“(d) Redemption at the Option of the Holder. The Holder may require the Company to redeem a portion of this Debenture (the “Monthly Holder Redemption Right”) of up to (x) \$177,500.00 per calendar month from January 31, 2025 until July 31, 2025 and (y) \$488,125.00 from August 31, 2025 until the Maturity Date (collectively, the “Monthly Allowance”). The Holder may exercise its Holder Redemption Right for a calendar month, at any time and from time to time, during such calendar month, by sending a written notice (each a “Holder Redemption Notice”), to the Company by not later than 11:59 P.M. (local time in New York, New York) on the last Trading Day of such calendar month, which Holder Redemption Notice shall specify the principal amount to be redeemed up to the Monthly Allowance (the “Holder Redemption Amount”). The Holder Redemption Amount shall be due and payable by the Company in cash by wire transfer of immediately available funds on the second (2nd) Business Day after the date of the Holder Redemption Notice.”

(e) Section 2(a) of the Four World Debenture is amended and restated as follows:

“(d) Redemption at the Option of the Holder. The Holder may require the Company to redeem a portion of this Debenture (the “Monthly Holder Redemption Right”) of up to (x) \$69,444.44 per calendar month from January 31, 2025, until July 31, 2025, and (y) \$190,972.22 from August 31, 2025 until the Maturity Date (collectively, the “Monthly Allowance”). The Holder may exercise its Holder Redemption Right for a calendar month, at any time and from time to time, during such calendar month, by sending a written notice (each a “Holder Redemption Notice”), to the Company by not later than 11:59 P.M. (local time in New York, New York) on the last Trading Day of such calendar month, which Holder Redemption Notice shall specify the principal amount to be redeemed up to the Monthly Allowance (the “Holder Redemption Amount”). The Holder Redemption Amount shall be due and payable by the Company in cash by wire transfer of immediately available funds on the second (2nd) Business Day after the date of the Holder Redemption Notice.”

(f) Section 2(a) of the Alto Debenture is amended and restated as follows:

“(d) Redemption at the Option of the Holder. The Holder may require the Company to redeem a portion of this Debenture (the “Monthly Holder Redemption Right”) of up to (x) \$83,333.33 per calendar month from January 31, 2025, until July 31, 2025, and (y) \$229,166.67 from August 31, 2025 until the Maturity Date (collectively, the “Monthly Allowance”). The Holder may exercise its Holder Redemption Right for a calendar month, at any time and from time to time, during such calendar month, by sending a written notice (each a “Holder Redemption Notice”), to the Company by not later than 11:59 P.M. (local time in New York, New York) on the last Trading Day of such calendar month, which Holder Redemption Notice shall specify the principal amount to be redeemed up to the Monthly Allowance (the “Holder Redemption Amount”). The Holder Redemption Amount shall be due and payable by the Company in cash by wire transfer of immediately available funds on the second (2nd) Business Day after the date of the Holder Redemption Notice.”

(g) Section 4(b) of the Debentures are amended and restated as follows:

(b) “Conversion Price. The conversion price in effect on any Conversion Date shall be equal to \$0.27, subject to adjustment as provided herein (the “Conversion Price”).”

4. **Shares**. Promptly but in any event not later than two Trading Days following the First Amendment Effective Date, the Company shall issue 5,000,000 shares of Common Stock (the “**Shares**”) to the Purchasers, pro rata based on the relative outstanding principal balances of the Debentures. The Shares shall be issued pursuant to an exemption from registration under Section 5 of the Securities Act pursuant to Section 4(a)(2) of the Securities Act. Accordingly, the Holders understand and agree that the Shares shall bear the restrictive legend set forth in Section 4.1(c) of the SPA. The Company shall, not later than January 7, 2025, file a registration statement on Form S-3 registering the Shares for resale by the Holders on a delayed and continuous basis and cause such registration statement to be declared effective as soon as possible thereafter (and the date that such registration statement is declared effective shall be referred to herein as the “**Effectiveness Date**”). If the average of the daily volume weighted average price for the five (5) Trading Days after (but not including) the Effectiveness Date (the “**Threshold Price Per Share**”) is less than \$0.30 per share (appropriately adjusted for any stock split, stock dividend, reverse stock split or similar transaction) (the “**Base Price Per Share**”), then the Company shall pay to the Holders (pro rata based on the number of Shares issued to each Holder) an amount equal to the product of (x) the positive difference between the Threshold Price Per Share and the Base Price Per Share and (y) 5,000,000 (the “**Fill-Up Amount**”). The Fill-Up Amount shall be payable by adding each Holder’s pro rata share of the Fill-Up Amount to its Debenture. On the Effectiveness Date the Company agrees to promptly, any in any event within 2 Trading Days, to remove the restrictive legends from the Shares.

5. **Conditions to Effectiveness.** The effectiveness of this Amendment is subject to the prior or concurrent consummation of each of the following conditions:

(a) **Signature.** Each Party shall have delivered an executed counterpart of its signature page to this Amendment.

(b) **Legal Fees.** The Purchasers shall have received payment by the Company of the legal fees and expenses of Haynes and Boone, LLP in an amount not to exceed \$10,000.

(c) **Fees and Expenses.** The Company shall have paid all other fees, costs and expenses due and payable under the Debentures.

(d) **No Event of Default.** After giving effect to this Amendment and the transactions contemplated hereby, no Event of Default (as defined in the Debentures) shall be continuing.

(e) **Representations and Warranties.** Both immediately before and after giving effect to this Amendment and the transactions contemplated hereby, the representations and warranties in this Amendment and the other Transaction Documents are true and correct on and as of such date (unless as of a specific date therein in which case they shall be accurate in all material respects as of such date or, to the extent representations or warranties are qualified by materiality, in all respects).

6. **Representations and Warranties; Covenants.**

(a) As of the date of the effectiveness of this Amendment, and after giving effect to the amendments in Section 2, the Company hereby represents and warrants to Purchasers that the representations and warranties of the Company and the Guarantors contained in the Agreement and in each other Transaction Document are true and correct on and as of such date (unless as of a specific date therein in which case they shall be accurate in all material respects as of such date or, to the extent representations or warranties are qualified by materiality, in all respects);

(b) after giving effect to this Amendment, no Event of Default (as defined in the Debentures) has occurred and is continuing;

(c) the conversion in full of the Debentures (as amended hereby) does not require the approval of the Company's stockholders pursuant to Nasdaq Rule 5635(d) or any other applicable provisions of the rules of the Nasdaq Stock Market or applicable law;

(d) the Company agrees that, notwithstanding the provisions of Section 2(c), the Company shall not deliver a Company Redemption Notice to the Holders any time prior to July 31, 2025; and

(e) the Company acknowledges and agrees that, for purposes of Rule 144, the Debentures have been held by and fully paid for by each Holder for more than six (6) months and that nothing in this Amendment shall restart that holding period. The holding period for any Conversion Shares issued pursuant to the Debentures shall "tack" to the holding period of the Debentures. In addition, the Company acknowledges and agrees that it shall file an additional registration statement pursuant to Section 3(c) of the Registration Rights Agreement, which for clarity may be the same registration statement required to be filed pursuant to Section 4 of this Amendment to register the Shares for resale, to cover the additional Conversion Shares issuable under the Debentures as a result of the reduction in the Conversion Price of the Debentures contemplated by this Amendment.

7. **Releases.** In further consideration of Purchasers' execution of this Amendment, the Company and the Guarantors, on behalf of themselves and their respective successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, agents and attorneys, hereby forever, fully, unconditionally and irrevocably waive and release Purchasers and their respective successors, assigns, parents, subsidiaries, affiliates, officers, directors, employees, attorneys and agents (collectively, the "**Releasees**") from any and all claims, liabilities, obligations, debts, causes of action (whether at law or in equity or otherwise), defenses, counterclaims, setoffs, of any kind, whether known or unknown, whether liquidated or unliquidated, matured or unmatured, fixed or contingent, directly or indirectly arising out of, connected with, resulting from or related to any act or omission by any Releasee, on or prior to the date hereof, with respect to the Transaction Documents, the transactions contemplated thereby or any enforcement or attempted enforcement of the Transaction Documents by any Releasee (collectively, the "**Claims**"). The Company and the Guarantors further agree that they shall not commence, institute, or prosecute any lawsuit, action or other proceeding, whether judicial, administrative or otherwise, to prosecute, collect or enforce any Claim.

8. **Shareholder Approval.** The Company shall hold a meeting of its shareholders as soon as reasonably practical after the First Amendment Effective Date, but in any event no later than March 15, 2025, to seek any approval of the Company's shareholders required under applicable law to effect any reverse stock split in a range from 25-to-1 to 75-to-1 but in any case sufficient to regain compliance with the Principal Market's minimum bid requirement.

9. **Affirmations.** The Company and the Guarantors acknowledges and agrees:

(a) the Transaction Documents are legal, valid, binding and enforceable against the Company and the Guarantors accordance with their respective terms;

(b) the Company's and the Guarantors' respective obligations under the Transaction Documents are not subject to any setoff, deduction, claim, counterclaim or defenses of any kind or character whatsoever;

(c) JGB Collateral, LLC, (for the benefit of the Purchasers) has valid, enforceable and perfected security interests in and liens on the collateral described in the Transaction Documents, as to which there are no setoffs, deductions, claims, counterclaims, or defenses of any kind or character whatsoever;

(d) each Guarantor acknowledges this Amendment and ratifies and confirms that such Guarantor's obligations under the Subsidiary Guaranty and the other Transaction Documents, are not released, diminished, impaired, reduced, or otherwise adversely affected by this Amendment and continues to guarantee and assure the full payment and performance of all present and future Obligations; and

(e) The Purchasers and JGB Collateral, LLC have fully and timely performed all of their respective obligations and duties in compliance with the Transaction Documents and applicable law, and have acted reasonably, in good faith and appropriately under the circumstances.

10. **Severability.** The illegality or unenforceability of any provision of this Amendment shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Amendment.

11. **References.** Any reference to the Debentures contained in any notice, request, certificate, or other document executed concurrently with or after the execution and delivery of this Amendment shall be deemed to include this Amendment unless the context shall otherwise require. Reference in any of this Amendment, the Debentures or any other Transaction Document to the Debentures shall be a reference to the Debentures as amended hereby and as further amended, modified, restated, supplemented or extended from time to time.

12. **Disclosure.** The Company will file a Current Report on Form 8-K with the Commission regarding this Amendment within two Business Days of the First Amendment Effective Date. Following the filing of such Form 8-K the Holders shall not be deemed to be in possession of any material, non-public information of the Company.

13. **Counterparts.** This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by telecopy of any executed signature page to this Amendment shall constitute effective delivery of such signature page. This Amendment to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including “pdf”), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

14. **Captions.** Section captions used in this Amendment are for convenience only and shall not affect the construction of this Amendment.

15. **Ratification.** The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions of the Debentures and shall not be deemed to be a consent to the modification or waiver of any other term or condition of the Debentures. Except as expressly modified and superseded by this Amendment, the terms and provisions of the Debentures and the other Transaction Documents are ratified and confirmed and shall continue in full force and effect. This Amendment constitutes the entire agreement, and supersedes all prior understandings and agreements, among the parties relating to the subject matter hereof.

16. **Governing Law.** THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers on the date first written above.

COMPANY:

BIONANO GENOMICS, INC.

By: /s/ R. Erik Holmlin

Name: R. Erik Holmlin

Title: Manager

GUARANTORS:

BIODISCOVERY, LLC

By: /s/ R. Erik Holmlin

Name: R. Erik Holmlin

Title: Manager

LINEAGEN, INC.

By: /s/ R. Erik Holmlin

Name: R. Erik Holmlin

Title: Manager

PURIGEN BIOSYSTEMS, INC.

By: /s/ R. Erik Holmlin

Name: R. Erik Holmlin

Title: Manager

PURCHASERS:

JGB CAPITAL, LP

By: /s/ Brett Cohen

Name: Brett Cohen

Title: President

JGB PARTNERS, LP

By: /s/ Brett Cohen

Name: Brett Cohen

Title: President

JGB CAPITAL OFFSHORE LTD.

By: /s/ Brett Cohen

Name: Brett Cohen

Title: President

FOURWORLD DEEP VALUE OPPORTUNITIES FUND I, LLC

By: /s/ John Addis

Name: John Addis

Title: Managing Member

**ALTO OPPORTUNITY MASTER FUND, SPC – SEGREGATED
MASTER PORTFOLIO B**

By: /s/ Waqas Khatri

Name: Waqas Khatri

Title: Director



**Bionano Announces Amendment to Senior Secured
Convertible Debentures in Debt Restructuring that
Improves Cash Runway**

Provides financial flexibility by reducing near-term debt maturities, deferring principal redemption payment, and reducing near-term cash needs

SAN DIEGO, December 31, 2024 (GLOBE NEWSWIRE) – Bionano Genomics, Inc. (Nasdaq: BNGO) today announced that it has entered into a settlement agreement and amendment to its outstanding senior secured convertible debentures due May 26, 2024 (the “Amendment”). Importantly the Amendment defers the Company’s December 2024 amortization payment and reduces the payments due in January 2025 through July 2025 from \$1,000,000 per month to \$500,000 per month. Additionally, the Amendment increases the payments due beginning in August 2025 from \$1,000,000 to \$1,375,000 per month until the debt is paid in full and lowers the conversion price from \$2.00 to \$0.27. In consideration of the Amendment, the Company agreed to issue the holders of the debt 5,000,000 shares of the Company’s common stock.

The Amendment strengthens the Company’s capital structure and improves its near-term liquidity position, enhancing the Company’s ability to continue to drive adoption and utilization of optical genome mapping while continuing its efforts to maximize long term shareholder value.

Additional information regarding the Amendment will be set forth in a Current Report on Form 8-K to be filed by the Company with the Securities and Exchange Commission.

Canaccord Genuity acted as exclusive financial advisor to the Company for the offering.

The offer and sale of the common stock did not involve a public offering and was not registered under the Securities Act of 1933, as amended (the “Securities Act”), or applicable state securities laws. The common stock may not be offered or sold in the United States absent registration or pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the securities in the described offering, nor shall there be any offer, solicitation or sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

About Bionano

Bionano is a provider of genome analysis solutions that can enable researchers and clinicians to reveal answers to challenging questions in biology and medicine. The Company's mission is to transform the way the world sees the genome through OGM solutions, diagnostic services and software. The Company offers OGM solutions for applications across basic, translational and clinical research. The Company also offers an industry-leading, platform-agnostic genome analysis software solution and nucleic acid extraction and purification solutions using proprietary isotachopheresis (ITP) technology. Through its Lineagen, Inc. d/b/a Bionano Laboratories business, the Company also offers OGM-based diagnostic testing services. For more information, visit www.bionano.com, www.bionanolaboratories.com or www.purigenbio.com.

Unless specifically noted otherwise, Bionano's OGM products are for research use only and not for use in diagnostic procedures.

Forward-Looking Statements of Bionano

This press release contains forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements other than statements of historical facts contained in this press release, including statements regarding our future results of operations or financial condition, business strategy and plans, and objectives of management for future operations, are forward-looking statements. Words such as "anticipate", "believe," "could", "estimate," "expect," "intend," "may," "plan," "potential", "predict," "project," "should," "target," "will," or "would" and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances) convey uncertainty of future events or outcomes and are intended to identify these forward-looking statements. Forward-looking statements include statements regarding our intentions, beliefs, projections, outlook,

analyses or current expectations concerning, among other things: impacts of the settlement agreement and amendment on the Company's near-term liquidity position and the Company's ability to continue to drive adoption and utilization of optical genome mapping . Each of these forward-looking statements involves risks and uncertainties. Accordingly, investors and prospective investors are cautioned not to place undue reliance on these forward-looking statements as they involve inherent risk and uncertainty (both general and specific) and should note that they are provided as a general guide only and should not be relied on as an indication or guarantee of future performance. Actual results or developments may differ materially from those projected or implied in these forward-looking statements. Factors that may cause such a difference include the risks and uncertainties associated with: the timing and amount of revenue we are able to recognize in a given fiscal period; our ability to obtain sufficient financing to fund our strategic plans and commercialization efforts and our ability to continue as a "going concern"; the impact of adverse geopolitical and macroeconomic events, such as recent and potential future bank failures and the ongoing conflicts between Ukraine and Russia and in the Middle East, on our business and the global economy; general market conditions, including inflation and supply chain disruptions; challenges inherent in developing, manufacturing and commercializing our products; our ability to further deploy new products and applications and expand the market for our technology platforms; our expectations and beliefs regarding future growth of the business and the markets in which we operate; changes in our strategic and commercial plans; our ability to continue as a "going concern" which requires us to manage costs and obtain significant additional financing to fund our strategic plans and commercialization efforts; our ability to cure any deficiencies in compliance with Nasdaq Listing Rules that could adversely affect our ability to raise capital and our financial condition and business; our ability to consummate any strategic alternatives; the risk that if we fail to obtain additional financing we may seek relief under applicable insolvency laws;; the ability of medical and research institutions to obtain funding to support adoption or continued use of our technologies; study results that differ or contradict the results mentioned in this press release; and the risks and uncertainties associated with our business and financial condition in general, including the risks and uncertainties described in our filings with the Securities and Exchange Commission,

including, without limitation, our Annual Report on Form 10-K for the year ended December 31, 2023 and in other filings subsequently made by us with the Securities and Exchange Commission. All forward-looking statements contained in this press release speak only as of the date on which they were made and are based on management's assumptions and estimates as of such date. We do not undertake any obligation to publicly update any forward-looking statements, whether as a result of the receipt of new information, the occurrence of future events or otherwise, except as required by law.

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