

**CERTIFICATE OF DESIGNATION OF SERIES A-2 PREFERRED STOCK  
OF  
20/20 GENESYSTEMS, INC.**

**(Pursuant to Section 151 of the General Corporation Law of the State of Delaware)**

20/20 GeneSystems, Inc. (hereinafter called the “**Corporation**”), a corporation organized and existing under the General Corporation Law of the State of Delaware (the “**DGCL**”), hereby certifies that pursuant to the authority granted to and vested in the Board of Directors of the Corporation (the “**Board**”) in accordance with the provisions of the Amended and Restated Certificate of Incorporation of the Corporation, as amended to date (the “**Certificate of Incorporation**”), and Section 151(g) of the DGCL, the Board on \_\_\_\_\_, 2017 adopted the following resolution to create a series of the preferred stock of the Corporation as follows:

RESOLVED, that pursuant to the authority expressly granted to and vested in the Board in accordance with the provisions of the Certificate of Incorporation, a series of preferred stock be, and it hereby is, created, and that the designation and number of shares of such series, and the voting and other powers, preferences and relative, participating, optional or other rights, and the qualifications, limitations and restrictions thereof, are as set forth in the Certificate of Incorporation and this Certificate of Designation, as it may be amended from time to time, as follows:

Section 1. Designation; Number of Shares. The series of preferred stock shall be designated as Series A-2 Preferred Stock, par value of \$0.01 per share (the “**Series A-2 Preferred Stock**”), and the number of shares so designated shall be 800,000, which such number may from time to time be increased or decreased (but not below the number of shares of a particular series then then outstanding) by the Board in accordance with the Certificate of Incorporation and applicable law. The Series A-2 Preferred Stock may, but is not required to be, issued in certificated form.

Section 2. Defined Terms. For purposes hereof, the following capitalized terms, which are not elsewhere defined herein, have the following meanings:

“**Business Day**” means a day other than Saturday, Sunday or other day on which commercial banks in New York, New York, United States of America, are required to or may be closed.

“**Certificate of Designation**” means this Certificate of Designation of Series A-2 Preferred Stock.

“**Change of Control**” means, other than a Liquidation Event, (i) a sale of all or substantially all of the Corporation’s assets to a non-affiliate of the Corporation or (ii) a merger, acquisition, change of control, consolidation or other transaction or series of transactions in which the Corporation’s stockholders prior to such transaction or series of transactions do not retain a majority of the voting power of the surviving entity immediately following such transaction or series of transactions.

“**Common Stock**” means the common stock, par value \$0.01 per share, of the Corporation.

“**Deemed Liquidation Event**” means, unless otherwise determined by the holders of at least a majority of the Series A-2 Preferred Stock then outstanding (voting together as a single class on an as-converted basis), (i) a sale, lease or transfer of all or substantially all of the Corporation’s assets to a non-affiliate of the Corporation; (ii) a merger, acquisition, change of control, consolidation or other transactions or series of transactions in which the Corporation’s stockholders prior to such transaction or series of transactions do not retain a majority of the voting power of the surviving entity immediately

following such transaction or series of transactions; or (iii) the grant of an (by territory, field of use or market) exclusive license to all or substantially all of the Corporation's technology or intellectual property rights (determined on a consolidated basis with all of the Corporation's direct and indirect subsidiaries) except where such exclusive license is made to one or more wholly-owned subsidiaries of the Corporation.

**"Excluded Issuances"** means the issuance of shares of Common Stock or securities convertible into shares of Common Stock (i) granted pursuant to or issued upon the exercise of stock options granted under an equity incentive plan to employees, officers, directors, consultants or strategic partners, (ii) granted to employees, officers, directors, consultants or strategic partners for services, including in connection with an incentive plan, or other fair value received or committed, (iii) in consideration for a transaction approved by the Board which does not result in the issuance for cash of more than five percent (5%) of the outstanding shares of Common Stock, (iv) in connection with an acquisition transaction approved by the Board, (v) to vendors, commercial partners, financial institutions or lessors in connection with commercial credit transactions, equipment financings or similar transaction approved by the Board (provided that such securities do not exceed 10% of the consideration in such transaction), (vi) pursuant to conversion or exchange rights included in securities previously issued by the Corporation or (vii) in connection with a stock split, stock division, reclassification, stock dividend or other recapitalization.

**"Holder"** means a holder of shares of Series A-2 Preferred Stock.

**"Junior Securities"** means, collectively, the Common Stock and any other class of securities hereafter authorized that is specifically designated as junior to the Series A-2 Preferred Stock.

**"Liquidation Preference"** means, with respect to any Share on any given date, the sum of (i) the applicable Liquidation Value and (ii) the amount of any accrued but unpaid dividends thereon; if any, whether or not declared, to and including such date.

**"Liquidation Value"** means, with respect to any share of Series A Preferred Stock, Series A-1 Preferred Stock or Series A-2 Preferred Stock on any given date, \$3.07, \$3.07 and \$3.75 per share, respectively, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Preferred Stock.

**"Parity Securities"** means the Series A Preferred Stock, the Series A-1 Preferred Stock any class of securities hereafter authorized that is specifically designated as ranking *pari passu* with the Series A-2 Preferred Stock.

**"Person"** means an individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, trust or other entity or organization of any kind, including a governmental authority.

**"Preferred Stock"** means the Series A Preferred Stock, the Series A-1 Preferred Stock and the Series A-2 Preferred Stock.

**"Senior Securities"** means any class of securities hereafter authorized that is specifically designated as senior to the Series A-2 Preferred Stock.

**"Series A Preferred Stock"** means the Series A Preferred Stock, par value \$0.01 per share, of the Corporation.

**"Series A-1 Preferred Stock"** means the Series A-1 Preferred Stock, par value \$0.01 per share,

of the Corporation.

“**Share**” means a share of Series A-2 Preferred Stock.

“**Transfer**” means to give, sell, assign, pledge, encumber or otherwise dispose of, transfer or permit to be transferred.

Section 3. Rank. With respect to payment of dividends and distribution of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, all Shares of Series A-2 Preferred Stock shall rank (i) *pari passu* with all Parity Securities; (ii) senior to all Junior Securities; and (iii) junior to all Senior Securities, if any.

Section 4. Conversion Rights.

4.1. Optional Conversion.

(a) Right to Convert. Each Share of Series A-2 Preferred Stock shall be convertible at any time and from time to time at the option of the Holder into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Liquidation Value by the Conversion Price in effect on the Conversion Date (as defined below). The “**Conversion Price**” shall initially be equal to \$3.75, subject to adjustment as provided below. Shares of Series A-2 Preferred Stock shall not be convertible at any time that there are not a sufficient number of authorized shares of Common Stock not reserved for other purposes so that all outstanding shares of Series A-2 Preferred Stock can be converted.

(b) Notice of Conversion. Holders shall effect conversions by providing the Corporation with a conversion notice (a “**Notice of Conversion**”). Each Notice of Conversion shall specify the Holder’s name, the number of Shares to be converted, the number of Shares owned prior to the conversion at issue, the number of Shares owned subsequent to the conversion at issue and the date on which such conversion is to be effected, which date may not be prior to the date the Holder delivers such Notice of Conversion to the Corporation in accordance with Section 13 (the “**Conversion Date**”). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. In connection with any conversion of Shares, a Holder shall surrender the certificate(s) representing such Shares to the Corporation, and if not all Shares represented thereby are so converted, then the Corporation will reissue a certificate for the Shares remaining. Shares converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and may not be reissued. Within ten (10) days of the receipt of the Notice of Conversion, the Corporation shall deliver to the Holder a certificate or certificates representing the number of shares of Common Stock being acquired upon the conversion of Shares of Series A-2 Preferred Stock (including any accrued and unpaid dividends thereon).

4.2. Mandatory Conversion.

(a) Trigger Events. Upon the earlier to occur of: (i) the closing of the sale of shares of Common Stock to the public at a price of at least \$9.375 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock) in a public offering pursuant to an effective registration statement or offering statement (Regulation A) under the Securities Act of 1933, as amended, resulting in at least \$5,000,000 of gross proceeds to the Corporation, (ii) the date on which the shares of Common Stock of the Corporation are listed on a national stock exchange, including without limitation NASDAQ or the NYSE, or (iii) the date and time, or the occurrence of an event, specified by vote or written consent of the

holders of at least 67% of the then outstanding shares of Preferred Stock, voting together on an as-converted to Common Stock basis (which vote or consent shall include the holders of at least 67% of the shares of Series A-1 Preferred Stock outstanding voting as a separate class) (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the “**Mandatory Conversion Time**”), each share of Series A-2 Preferred Stock plus accrued, but unpaid, dividends thereon shall be automatically converted (without the payment of additional consideration by the Holder thereof), into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing the Liquidation Value by the Conversion Price in effect at the Mandatory Conversion Time. Shares of Series A-2 Preferred Stock so converted may not be reissued by the Corporation.

(b) Procedural Requirements. All holders of record of Shares of Series A-2 Preferred Stock shall be sent written notice of the Mandatory Conversion Time and the place designated for mandatory conversion of all such Shares pursuant to this Section 4.2. Such notice need not be sent in advance of the occurrence of the Mandatory Conversion Time. Upon receipt of such notice, each Holder of Shares in certificated form shall surrender his, her or its certificate or certificates for all such Shares (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered Holder or by his, her or its attorney duly authorized in writing. All rights with respect to the Shares converted pursuant to Subsection 4.2(a), including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the Mandatory Conversion Time (notwithstanding the failure of the Holder or Holders thereof to surrender any certificates at or prior to such time), except only the rights of the Holders thereof, upon surrender of any certificate or certificates of such Holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 4.2(b). As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Shares, the Corporation shall (i) issue and deliver to such Holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof and (ii) pay cash as provided in Subsection 4.3 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and the payment of any declared but unpaid dividends on the Shares converted. Such converted Shares shall be retired and cancelled and may not be reissued as Shares of Series A-2 Preferred Stock, and the Corporation may thereafter take such appropriate action (without the need for stockholder action) as may be necessary to reduce the authorized number of Shares of Series A-2 Preferred Stock accordingly.

4.3. Fractional Shares. Upon a conversion hereunder, the Corporation shall not be required to issue stock certificates representing fractions of shares of the Common Stock, but may if otherwise permitted, make a cash payment in respect of any final fraction of a share based on the closing sale price at such time. If the Corporation elects not, or is unable, to make such a cash payment, the Holder shall be entitled to receive, in lieu of the final fraction of a share, one whole share of Common Stock.

## Section 5. Dividends and Distributions.

5.1. The Series A-2 Preferred Stock will not be entitled to dividends or distributions unless and until the Board declares that the Corporation shall pay a dividend or distribution in cash or other property of the Corporation (a “**Distribution**”) to holders of outstanding shares of

Common Stock, in which event, the aggregate amount of each such Distribution (the “**Distribution Amount**”) shall be distributed as follows:

(a) First, seventy percent (70%) of the Distribution Amount to the holders of shares of Preferred Stock, on a pro rata basis, until such time as such holders of Preferred Stock have received an aggregate amount in Distributions or other payments in respect of such holder’s shares of Preferred Stock that is equal to the number of shares of Preferred Stock owned by such holders multiplied by the Liquidation Value (such amount, the “**Investment Amount**”), and

(b) Second, thirty percent (30%) of the Distribution Amount to the holders of shares of Common Stock, on a pro rata basis (and for such Distribution payment purposes, without treating the Preferred Stock as converted to Common Stock unless and until such shares of Preferred Stock have actually been converted).

Notwithstanding the foregoing, at such time as the holders of Preferred Stock then outstanding have received the Investment Amount, they shall receive Distributions *pari passu* with the holders of the Common Stock on an as-converted basis, using the then-current conversion rate of such shares of Preferred Stock.

5.2. Any Distribution payable to the Preferred Stock will have the same record and payment date and terms as the Distribution is payable on the Common Stock.

#### Section 6. Liquidation.

6.1. Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation (a “**Liquidation Event**”) or a Deemed Liquidation Event, each Holder of Shares then outstanding shall be entitled to be paid out of the cash and other assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Securities by reason of their ownership thereof, an amount in cash equal to the aggregate Liquidation Preference of all Shares held by such Holder.

6.2. Participation after Liquidation Preference. Upon a Liquidation Event or a Deemed Liquidation Event, in the event that following the payment of the Liquidation Preference in Section 6.1 the Corporation shall have additional cash and other assets of the Corporation available for distribution to its stockholders, then the Holders of the Shares shall participate *pari passu* with the holders of Parity Securities and the holders of Common Stock based on the then current conversion rate with respect to all remaining distributions, dividends or other payments of cash, shares or other assets and property of the Corporation, if any.

6.3. Insufficient Assets. If upon any Liquidation Event or Deemed Liquidation Event the remaining assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the Holders of the Shares the full preferential amount to which they are entitled under Section 6.1 and the holders of Parity Securities, if any, the full preferential amount to which they are entitled under the terms of the relevant instrument governing such Parity Securities, (a) the Holders of the Shares and any such Parity Securities shall share ratably in any distribution of the remaining assets and funds of the Corporation in proportion to the respective full preferential amounts which would otherwise be payable in respect thereof upon such Liquidation Event or Deemed Liquidation Event if all amounts payable on or with respect to such Shares and Parity Securities were paid in full, and (b) the Corporation shall not make or agree to make any payments to the holders of Junior Securities.

Section 7. Voting Rights; Board Composition.

7.1. Voting Generally. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting), each Holder shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A-2 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 other provisions of this Certificate of Designation, the Holders shall vote together with the holders of shares of Common Stock as a single class.

7.2. Preferred Stock Designees.

(a) In addition to the matters set forth in Section 7.1, from and after the date of filing this Certificate of Designation, the size of the Board shall be seven (7) directors, as amended by a majority of the Board and in accordance with Section 7.3 from time to time. For so long as shares of Preferred Stock are outstanding, the holders of all series of Preferred Stock shall vote together, as a separate class, to elect one (1) director to the Board. For so long as any shares of Series A-1 Preferred Stock are outstanding, the holders of Series A-1 Preferred Stock shall vote together, as a separate class, to elect one (1) director to the Board. At any given time, one (1) director shall be independent expert in the Corporation's industry and shall be appointed by the other then-current directors. The balance of the Board shall be elected by the holders of the Common Stock.

(b) Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by Section 7.2(a), vacancies and newly created directorships of such class or classes or series may be filled by at least a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected, or, if there is no sole remaining director then in office, by the affirmative vote of the holders of at least a majority of the shares of that class or classes or series.

(c) Any director who was elected by a specified class or classes of stock or series thereof may be removed during such director's term of office, with or without cause, only by the affirmative vote of the holders of at least a majority of the shares of the class or classes of stock or series thereof that initially elect such director.

7.3. Amendment of Preferred Stock; Dividends; Material Acquisitions; Mergers and Consolidations. So long as at least twenty-five percent (25%) of the Preferred Stock remains outstanding, in addition to any other vote or consent of stockholders required by law, Section 7.1 or the Certificate of Incorporation, the vote or consent of the holders of at least a majority of all shares of Preferred Stock then outstanding and entitled to vote thereon, voting together and on an as-converted to Common Stock basis, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating, either directly or indirectly by amendment, merger, consolidation or otherwise:

(a) the authorization, creation and/or issuance of any equity security, other than shares of Common Stock or options to purchase Common Stock issued to investors, employees, managers, officers or directors of, or consultants or advisors to, the Corporation or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board;

(b) the amendment, alteration or repeal of any provision of the Corporation's Certificate of Incorporation or the Bylaws or otherwise alter or change any right,

preference or privilege of the Series A-2 Preferred Stock in a manner adverse to the Series A-2 Preferred Stock;

- (c) any increase or decrease in the size of the Board;
- (d) the purchase, redemption, or acquisition of any Shares other than from a selling Holder pursuant to the provisions of this Certificate of Designation or any other restriction provisions applicable to any Shares in agreements approved by the Board or in the operating agreement of any limited liability company utilized for the purpose of facilitating investment in the Corporation;
- (e) the liquidation or dissolution of the Corporation or the sale, lease, pledge, mortgage, or other disposal of all or substantially all of the Corporation's assets;
- (f) any election to engage in any business that deviates in any material respect from the business of the Corporation as contemplated under any operating plan approved by the Board; or
- (g) the waiver of any adjustment to the Conversion Price applicable to the Shares (including, without limitation, any adjustment pursuant to Section 11 hereof).

Section 8. Redemption by the Corporation; Reissuances of Shares. Except as expressly provided in this Certificate of Designation, the Series A-2 Preferred Stock is not redeemable without the prior express written consent of the Holders of the majority of the voting power of all then outstanding Shares. In the event any Shares shall be redeemed pursuant to this section or otherwise acquired by the Corporation or any subsidiary, the Shares so redeemed or acquired shall automatically be canceled and returned to the status of authorized but unissued Shares of Series A-2 Preferred Stock and may be reissued as part of a new series of preferred stock to be created by resolution or resolutions of the Board, subject to the conditions and restrictions on issuance set forth herein. Shares of Series A-2 Preferred Stock converted to Common Stock shall automatically be canceled, but may not be reissued.

Section 9. Transfer Restrictions.

9.1. Prohibition on Transfer. The Holders of Series A-2 Preferred Stock shall not, directly or indirectly, Transfer any Shares held by such Holder, and any such purported Transfer shall be of no force or effect and shall not be recognized by the Corporation. The Transfer restrictions contained in this Section 9 shall not apply to any Transfer by the Holder of Series A-2 Preferred Stock subject to the rights of first refusal set forth in 9.2.

9.2. Transfer of Shares; Rights of First Refusal.

(a) In the event that a Holder of Shares desires to Transfer any or all of such Holder's Shares (the "**Offeror**"), the Offeror shall first obtain a bona fide written offer from a prospective purchaser for such Shares which the Offeror intends to accept (the "**Offer**"). The Offer shall set forth the proposed aggregate purchase price for such Shares proposed to be sold (which must be a cash offer by the prospective purchaser), the name and address of the prospective purchaser, the date of the proposed Transfer (which date shall be no less than forty-five (45) and no more than ninety (90) days from the date of the Offer) and all material terms and conditions upon which the proposed Transfer is to be made.

(b) The Offeror shall deliver the Offer to the Corporation, and the Corporation shall have thirty (30) days after receipt of the Offer in which to notify the Offeror that the

Corporation accepts the Offer upon the same terms and conditions set forth in the Offer and that the Corporation shall purchase all, but not less than all, of those Shares offered by the Offeror in the Offer.

(c) If the Corporation does not exercise its right of first refusal as set forth herein, the Corporation will pass the Offer to the other Holders of the outstanding Series A-2 Preferred Stock, and such Holders shall have thirty (30) days after receipt of the Offer in which to notify the Offeror that such Holders accept the Offer upon the same terms and conditions set forth in the Offer. If more than one such Holder shall elect to purchase the Shares in the Offer, the Holders shall purchase in accordance with their respective percentages of the Shares of the Series A-2 Preferred Stock then outstanding. If the Holders decline to purchase all of those Shares offered by the Offeror in the Offer, the Offeror need not accept offers to purchase from such Holders and may sell all offered Shares pursuant to the Offer.

(d) If the Corporation and Holders of Series A-2 Preferred Stock do not exercise their rights of first refusal as set forth herein, the Offeror shall be permitted to Transfer the Shares of Series A-2 Preferred Stock to the prospective purchaser on the terms set forth in the Offer provided that such sale is consummated within sixty (60) days from the date of the Offer. If the Offeror fails to close such transaction within such sixty (60) day period or if the terms of such sale change in a material way (including any change in price or form of consideration), then the Offeror must again comply with the terms of this Section 10.2 prior to any Transfer of Shares of Series A-2 Preferred Stock.

(e) If the Corporation or any Holder of Series A-2 Preferred Stock exercises its respective right of first refusal as set forth herein, the parties to the Transfer shall set the time for closing in connection with the purchase of such Shares of Series A-2 Preferred Stock by the Corporation or such Holder(s), which closing shall be at the principal office of the Corporation and held within ninety (90) days after the Offer is first received by the Corporation, but not earlier than the date of closing, if any, set forth in the Offer.

9.3. Drag Along Rights. In the event that the Corporation, as approved by a majority of the Board, proposes to sell, or otherwise dispose of, to a Person or a group of Persons, other than an Affiliate of the Corporation (a “**Purchaser**”), the Corporation in a Change of Control, the Board shall have the right to require each of the Holders of the Shares of Series A-2 Preferred Stock then outstanding to (i) vote all such Shares in favor of such Change of Control transaction and (ii) to sell, transfer and deliver, or cause to be sold, transferred and delivered, all Shares and shares of Common Stock then held by such Holders to the Purchaser on the terms approved by the Board.

9.4. Legends. The certificates, if any, evidencing the Series A-2 Preferred Stock shall, unless otherwise agreed to by the Corporation and the holders of any such certificates, bear a legend substantially to the following effect:

“THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATIONS PROMULGATED UNDER THE SECURITIES ACT, PURSUANT TO REGISTRATION



UNDER THE SECURITIES ACT, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION.

IN CONNECTION WITH ANY TRANSFER, IF REASONABLY REQUESTED BY THE CORPORATION THE HOLDER SHALL DELIVER TO THE CORPORATION AN OPINION OF COUNSEL, IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION, TO THE EFFECT THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND/OR APPLICABLE STATE SECURITIES LAW IS AVAILABLE AND SUCH CERTIFICATES AND OTHER INFORMATION AS THE CORPORATION MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

THE SHARES OF PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER, INCLUDING A RIGHT OF FIRST REFUSAL. THE CORPORATION SHALL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS THE DESIGNATIONS, POWERS, PREFERENCES AND RELATIVE AND OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OR SERIES OF STOCK OF THE CORPORATION AUTHORIZED TO BE ISSUED, SO FAR AS THEY HAVE BEEN DETERMINED, AND THE AUTHORITY OF THE BOARD OF DIRECTORS TO DETERMINE THE RELATIVE RIGHTS AND PREFERENCES OF SUBSEQUENT CLASSES OR SERIES.”

9.5. The Corporation shall be entitled to refuse to register any attempted transfer of shares of Series A-2 Preferred Stock not in compliance with this Section 9, and any such purported non-compliant transfer shall be null, void and of no effect. As a condition to any registration of transfer, the Corporation may require an opinion of counsel or other evidence reasonably satisfactory to it that such transfer is in compliance with the legend in Section 9.4.

Section 10. Pre-emptive Rights. Until the Corporation’s initial public offering of Common Stock occurs and unless otherwise waived by the prior express written consent of the holders of the majority of the voting power of all then outstanding Preferred Stock, voting together on an as-converted to Common Stock basis, in the event that the Corporation proposes to issue any Common Stock or shares convertible or exercisable for Common Stock (collectively, the “**Additional Equity Securities**”), except for Excluded Issuances, the Corporation shall first offer those Additional Equity Securities to holders of Preferred Stock for a period of no less than thirty (30) days prior to selling or issuing any such Additional Equity Securities to any Person, in accordance with the following provisions:

10.1. The Corporation shall deliver written notice (a “**Pre-emptive Right Sale Notice**”) to each holder of Preferred Stock stating (i) the Corporation’s bona fide intention to offer such Additional Equity Securities, (ii) the number and type of such Additional Equity Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such Additional Equity Securities (which price shall be no greater than the price to be paid by, and the purchase terms not materially less favorable than those offered to, any other Person to purchase Additional Equity Securities).

10.2. Upon its receipt of the Pre-emptive Right Sale Notice, each holder of Preferred Stock shall have fifteen (15) days after receipt of the Pre-emptive Right Sale Notice in which to notify the Corporation by delivering written notice (a “**Subscription Notice**”) to the Corporation that such holder elects to purchase Additional Equity Securities upon the same terms and conditions set forth in the Pre-emptive Right Sale Notice. Holders shall have the right to elect to purchase up to that portion of such Additional Equity Securities which equals the proportion that the number of shares of Preferred Stock held by such holder bears to the total number of Shares then outstanding, as calculated by treating all Preferred Stock on an as-converted to Common Stock basis.

10.3. In the event that a Subscription Notice is timely delivered to the Corporation in accordance with Section 10.2, the Corporation shall be obligated to sell to such holder its pro rata share of such Additional Equity Securities at the time of the sale of Additional Equity Securities to other Persons, but in no event later than sixty (60) days following the delivery by the Corporation to the holders of the Pre-emptive Right Sale Notice.

10.4. In the event that any holder of Preferred Stock (a “**Non-Purchasing Holder**”) fails to elect within the fifteen (15) day period set forth in Section 10.2 to purchase all of its pro rata share of Additional Equity Securities, the Corporation shall within two (2) Business Days following the expiration of such aforementioned period send written notice thereof to all holders of Preferred Stock that timely delivered a Subscription Notice (each, a “**Participating Holder**”). Each Participating Holder may within five (5) Business Days from the date it receives the aforementioned notice from the Corporation elect to purchase a pro rata portion of the Non- Purchasing Holder’s portion of Additional Equity Securities (based on the proportion that the number of shares of Preferred Stock held by such Participating Holder (on the date of the Pre-emptive Right Sale Notice) bears to the total number of shares of Preferred Stock held by all Participating Holders (on the date of the Pre-emptive Right Sale Notice) electing to purchase a pro rata portion of the Additional Equity Securities offered for purchase to such Non-Purchasing Holder).

10.5. To the extent that any Additional Equity Securities are not subscribed for by the holders of Preferred Stock pursuant to the above procedures, the Corporation shall be entitled to sell any such unsubscribed Additional Equity Securities to any Person; provided, that the sale price for such Additional Equity Securities shall not be lower than the price contained in the Pre-emptive Right Sale Notice and that the purchase terms and conditions of the transaction are not materially more favorable to such Person than those offered to the holders and described in the Pre-emptive Right Sale Notice.

10.6. If any holder of Preferred Stock exercises its pre-emptive right as set forth herein, the Corporation shall set the time for closing in connection with the purchase of such Additional Equity Securities by such holder(s), which closing shall be at the principal office of the Corporation and held within sixty (60) days after the Subscription Notice is first received by the Corporation, but not earlier than the date of closing, if any, set forth in the Pre-emptive Right Sale Notice.

#### Section 11. Adjustments.

11.1. Adjustment for Corporate Actions. If the Corporation shall at any time or from time to time after the issuance of the Series A-2 Preferred Stock (a) pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation pursuant to this Series A-2 Preferred Stock), (b) effect a subdivision of the outstanding Common Stock into a larger number of shares (including by way of a stock split), (c) combine (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (d) issue by reclassification of shares of the

Common Stock any shares of capital stock of the Corporation, then the Conversion Price then in effect immediately before such action shall be multiplied by a fraction, of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock outstanding after such event. Any adjustment made pursuant to this Section 11.1 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

11.2. Pro Rata Distributions. If the Corporation, at any time while Series A-2 Preferred Stock is outstanding, shall distribute to all holders of Common Stock (and not to Holders) evidences of its indebtedness or assets or rights or warrants to subscribe for or purchase any security, then in each such case the Conversion Price shall be adjusted by multiplying such Conversion Price in effect immediately prior to the record date fixed for determination of stockholders entitled to receive such distribution by a fraction, of which the denominator shall be the closing sale price of the Common Stock determined as of the record date mentioned above, and of which the numerator shall be such closing sale price on such record date less the then fair market value at such record date of the portion of such assets or evidence of indebtedness so distributed applicable to one outstanding share of the Common Stock as determined by the Board in good faith. In either case, the adjustments shall be described in a statement provided to the Holders of the portion of assets or evidences of indebtedness so distributed or such subscription rights applicable to one share of Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective immediately after the record date mentioned above.

11.3. Subsequent Equity Sales. If the Corporation at any time while Series A-2 Preferred Stock is outstanding, shall sell or grant any option to purchase or otherwise dispose of or issue any Additional Equity Securities entitling any Person to acquire shares of Common Stock, at an effective price per share less than the then Conversion Price (such issuances individually and collectively, a “**Dilutive Issuance**”), as adjusted hereunder (if the holder of the Additional Equity Securities so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which is issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share which is less than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price), then, the Conversion Price shall be reduced by multiplying the Conversion Price by a fraction, the numerator of which is the number of shares of Common Stock issued and outstanding immediately prior to the Dilutive Issuance plus the number of shares of Additional Equity Securities which the aggregate consideration received or receivable by the Corporation in connection with such Dilutive Issuance would purchase at the then effective Conversion Price, and the denominator of which shall be the sum of the number of shares of Common Stock issued and outstanding immediately prior to the Dilutive Issuance plus the number of shares of Additional Equity Securities so issued or issuable in connection with the Dilutive Issuance. Such adjustment shall be made whenever such Additional Equity Securities are issued, but no adjustment will be made in respect of an Excluded Issuance.

11.4. Calculations. All calculations under this Section 11 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Corporation, and the description of any such shares of Common Stock shall be considered on issue or sale of Common Stock. For purposes of this Section 11, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

11.5. Notice to Holders. Whenever the Conversion Price is adjusted pursuant to any of this Section 11, the Corporation shall promptly mail to each Holder a notice setting forth the Conversion Price after such adjustment and setting forth in reasonable detail the facts requiring such adjustment. If the Corporation issues a variable rate security, the Corporation shall be deemed to have issued Additional Equity Securities at the lowest possible conversion or exercise price at which such securities may be converted or exercised

11.6. Excluded Issuance. Notwithstanding the foregoing, no adjustment will be made under this Section 11 in respect of an Excluded Issuance.

Section 12. Notices of Record Date. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or any other right, the Corporation shall provide each Holder, at least ten (10) days prior to the date specified therein, notice in accordance with Section 13 specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

Section 13. Other Notices. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent (a) to the Corporation, at its principal executive offices and (b) to any stockholder, at such holder's address as it appears in the stock records of the Corporation (or at such other address for a stockholder as shall be specified in a notice given in accordance with this Section 13).

Section 14. Waiver. The holders of at least a majority of the outstanding shares of Series A-2 Preferred Stock, voting as one class, may also amend and waive compliance with any provision of this Certificate of Designation.

Section 15. No Sinking Fund. No sinking fund shall be created for the redemption or purchase of Shares of the Series A-2 Preferred Stock.

Section 16. Transfer Taxes. The Corporation shall pay any and all stock transfer, documentary, stamp and similar taxes that may be payable in respect of any initial issuance or delivery of the Series A-2 Preferred Stock or certificates representing such Shares, if any. The Corporation shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of Shares in a name other than that in which the Shares were registered, or in respect of any payment to any Person other than a payment to the initial registered holder thereof.

Section 17. Other Rights. The Shares of Series A-2 Preferred Stock shall not have any rights, preferences, privileges or voting powers or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Certificate of Incorporation or as provided by applicable law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation of Series A-2 Preferred Stock to be signed by its authorized signatory this \_\_\_\_ day of \_\_\_\_\_, 2017.

20/20 GENESYSTEMS, INC.

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

Name:

Title:

Confidential

Confidential

Confidential