UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20459
FORM 10-KSB

(X) Annual Report Pursuant to Section 13 or 15(d) of the Securities and Exchange Act of 1934.

FOR THE YEAR ENDED DECEMBER 31, 2002

( ) Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

For the transition period from _____ to _____.

COMMISSION FILE NUMBER: 333-72097

NEOGENOMICS, INC.

F/K/A

AMERICAN COMMUNICATIONS ENTERPRISES, INC.

(Exact name of Registrant as specified in its charter)

NEVADA	74-2897368
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(State or other jurisdiction of incorporation or organization)	(IRS Employer I.D. No.)

1726 MEDICAL BLVD, SUITE 101, NAPLES, FL 34109

Address of Principal Executive Offices:

(239) 513-1992

Registrant's telephone number, including area code:

Securities registered pursuant to Section 12(b) of the Act:
NONE

Securities registered pursuant to Section 12(g) of the Act:
NONE

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such other shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

X YES _ NO

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-B is not contained herein and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by referencing Part III of this Form 10-KSB or any amendment to this Form 10-KSB. X
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The issuer's revenues for the most recent fiscal year were $93,491.

The aggregate market value of the voting stock held by non-affiliates of the registrant at May 15, 2003 was $ 139,151 (Based on 1,987,875 shares held by non-affiliates and a closing share price of $0.07/share on May 15, 2003). Shares of common stock held by each officer and director and by each person who owns more than 10% of the outstanding common stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

As of May 15, 2003, 18,409,416 common shares were outstanding.

Documents Incorporated By Reference - NONE

Transitional small business disclosure format. _ Yes X No

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PART I

FORWARD-LOOKING STATEMENTS

Certain statements contained in this filing are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, such as statements relating to financial results and plans for future business development activities, and are thus prospective. These statements appear in a number of places in this Form 10-KSB and include all statements that are not statements of historical fact regarding intent, belief or our current expectations, with respect to, among other things: (i) our financing plans; (ii) trends affecting our financial condition or results of operations; (iii) our growth strategy and operating strategy; and (iv) the declaration and payment of dividends. The words "may," "would," "could," "will," "expect," "estimate," "anticipate," "believe," "intend," "plan," and similar expressions and variations thereof are intended to identify forward-looking statements.

Investors and prospective investors are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, many of which are beyond our ability to control. Actual results may differ materially from those projected in the forward-looking statements as a result of various factors. The factors that might cause such differences include, among others, the following: (i) any material inability of us to successfully internally develop our products; (ii) any changes in technology that might affect the competitive positioning of our products and services; (iii) any inability to manage our growth; (iv) any adverse effect or limitations caused by Governmental regulations; (v) any adverse effect on our cash flow and abilities to obtain acceptable financing in connection with our growth plans; (vi) any increased competition in business; (vii) any inability of us to successfully conduct our business in new markets; and (viii) other risks including those identified in our filings with the Securities and Exchange Commission. We undertake no obligation to publicly update or revise the forward looking statements made in this Form 10-KSB to reflect events or circumstances after the date of this Form 10-KSB or to reflect the occurrence of unanticipated events.

ITEM 1. DESCRIPTION OF BUSINESS

NeoGenomics, Inc., a Nevada corporation (referred to individually or collectively with all of its subsidiaries as the "Company" in this Form 10-KSB) is the registrant for SEC reporting purposes and was originally incorporated as American Communications, Enterprises, Inc. in October 1998. In November 2001, following a reverse acquisition of NeoGenomics, Inc, a Florida company (referred to as "NeoGenomics" or the "Operating Subsidiary" in this Form 10-KSB), the registrant changed its name to NeoGenomics, Inc. as well. All share references in this Form 10-KSB have been adjusted to reflect a 1:100 reverse stock split which was effected by the Company on April 16, 2002.

NeoGenomics, Inc. owns and operates a medical testing laboratory and research facility based in Naples, Florida that is targeting the rapidly growing genetic and molecular testing subsegment of the medical laboratory market. Our common stock is listed on the NASDAQ Bulletin Board (OTCBB) under the symbol "NGNM." Our business plan features two concurrent objectives:

1. Development of a clinical laboratory to offer routine cytogenetics and molecular biology testing services; and

2. Development of a research laboratory to offer sponsored research services to other companies that are seeking to develop genomic products that will determine the genetic basis for female and neonatal diseases, cancers and other forms of disease (See "Research and Development").

The vision of NeoGenomics is to merge a high-end genetic and molecular testing laboratory with ongoing research activities to help bridge the gap between clinical medicine and genomic research. We believe that this

combination will allow the Company to speed the process of discovery and innovation and develop new advanced testing methods to identify the genetic and molecular causes of disease. Over the last 2-3 years, advances in technology and genetic research, including the complete sequencing of the human genome, have made possible a whole new set of tools to diagnose and treat diseases. This has opened up a vast opportunity for laboratory companies that are positioned to address this growing market segment.

The medical testing laboratory market can be broken down into three primary segments: clinical lab testing, anatomic pathology testing, and genetic/molecular testing. Clinical labs typically are engaged in high volume, high automation tests on blood and urine. Clinical lab tests often involve testing of a less urgent nature, for example, cholesterol testing and testing associated with routine physical exams. This type of testing yields relatively low average revenue per test. Anatomic pathology ("AP") testing involves evaluation of tissue, as in surgical pathology, or cells as in cytopathology. AP testing typically seeks to answer the question: is it cancer? The most widely known AP tests are Pap smears, skin biopsies, and tissue biopsies. AP tests are typically more labor and technology intensive than clinical lab tests and thus typically have higher average revenue per test than clinical lab tests.

Genetic/molecular testing is the newest and fastest growing subset of the laboratory market. Genetic testing or "cytogenetics" involves analyzing chromosomes taken from the nucleus of cells for abnormalities in a process called karyotyping. A karyotype evaluates the entire 46 human chromosomes by number, and banding patterns to identify abnormalities associated with diseases. Examples of cytogenetics testing include amniocentesis testing of pregnant women to screen for genetic anomalies such as Down's syndrome in a fetus and bone marrow testing to screen for types of leukemia. Molecular biology involves testing for even more specific causes of diseases based on very small alterations in cellular biology and DNA. Examples of common molecular biology testing include screening for cystic fibrosis or Tay-Sachs disease. Both cytogenetics and molecular biology have become important and accurate diagnostic tools over the last five years and new tests are being developed monthly, thus this market segment is expanding rapidly. Genetic/molecular testing requires very specialized equipment and credentialed individuals (typically PhD level) to certify the results. As a result of the sophistication involved in performing these tests, we believe that genetic/molecular testing typically has the highest average revenue/test of the medical testing sub segments.

Comparison of the Medical Testing Laboratory Market Segments:

ATTRIBUTES	CLINICAL	ANATOMIC PATHOLOGY	GENETIC/MOLECULAR
Testing Performed On	Blood, Urine	Tissue/cells	Chromosomes/ molecules
Volume	High	Low	Low
Physician Involvement	Low	High - Pathologist	Low
Malpractice Insur. Required	Low	High	Low
Other Professionals Req.	None	None	Cyto Geneticist/ Molecular Geneticist
Level of Automation	High	None	moderate
Diagnostic in Nature	Usually Not	Yes	Yes
Types of Diseases Tested	Many Possible	Cancer	Rapidly Growing
Estimated Revenue/Test	$5 - $35/Test	$25 - $100/Test	$200 - $800/Test
Estimated Size of Market	$25 - $30 Billion	$6.0 - $7.0 Billion	$1.0 - $2.0 Billion
Annual Est. Growth Rate of Market	4.0 -5.0%	6.0 - 7.0%	25.0 - 40+%

Source: Wall Street Research Analysts and Company Estimates

HISTORICAL DEVELOPMENT OF THE COMPANY

NeoGenomics, Inc. (f/k/a American Communications Enterprises, Inc.) was incorporated in Nevada in 1998 and became publicly-traded in August 1999.

The original purpose of the Company was to acquire and operate radio stations in Texas and other geographic regions of the United States and to

develop related Internet services to complement the planned regional clusters of radio stations in such markets. However, the Company was unable to raise the capital necessary to implement this business plan and began to pursue different opportunities.

In November 2000, after a change in control of the Company, a new management team reevaluated the Company's strategic plan. At that time, the then management concluded that shareholder value could be augmented by broadening the Company's focus from the radio industry to the broader telecommunications industry. After serious difficulties in the entire telecommunications industry became apparent, management concluded that it should focus on opportunities relating to the genomics industry.

In the second half of 2001, we entered into negotiations to acquire NeoGenomics, Inc., a Florida corporation ("NeoGenomics"). NeoGenomics, which was incorporated in Florida on June 1, 2001, traces its roots back to its founder Dr. Michael Dent's 10 years of clinical experience in women's healthcare. Dr. Dent realized the potential for a multi-specialty approach to studying diseases in women and neonates; therefore, Dr. Dent sought to combine a group of research scientists from different fields including oncology, molecular biology, cytogenetics, oncogenomics and proteinomics for the purposes of creating a state-of-the-art clinical and research laboratory dedicated to genetic issues in medicine.

The Company acquired NeoGenomics on November 14, 2001 in a reverse acquisition transaction that resulted in another change in control of the Company. From a legal perspective, the Company was the surviving company and thus continues its public reporting obligations. However, from an accounting perspective using generally accepted accounting principles, NeoGenomics acquired the Company. Therefore, all financial information presented in this 10-KSB includes NeoGenomics' standalone results from the period June 1, 2001 to November 13, 2001 and the combined companies' results from November 2001 to December 31, 2002. Pursuant to the reverse acquisition, we entered into a Plan of Exchange with NeoGenomics, Tampa Bay Financial, Inc. ("TBF") and Michael T. Dent, M.D. This transaction had the following principal terms:

- - The Company acquired 100% of the outstanding shares of NeoGenomics, which became a wholly-owned subsidiary of the Company (hereinafter referred to as the "Operating Subsidiary"). In January 2002, the name of the parent company was changed to "NeoGenomics, Inc." as well.

- - Dr. Dent received 1,192,500 shares of our common stock. He also received the right to receive an additional 1,192,500 shares based upon the achievement of certain milestones by NeoGenomics.

- - Dr. Dent was appointed President of the Company and received the right to appoint a majority of the directors of the Company. Dr. Dent subsequently appointed Kevin J. Lindheim as a director.

- - Tampa Bay Financial, Inc. agreed to purchase 450,000 shares of the Company's common stock for a price of $3.333 cents per share, or a total of $1,500,000, payable upon the achievement of certain milestones.

- - The Company agreed to engage Tampa Bay Financial to provide consulting services to the Company. Under this agreement, the Company agreed to pay TBF $10,000 per month for an initial term of one year. The agreement was renewable at TBF's option for two additional terms of one year each. Under the consulting agreement, Tampa Bay Financial also had the right of first refusal with respect to any future issuance of shares by the Company at a price per share which was 50% of the price per share paid by any third party.

- - The Company agreed that it would not engage in any reverse stock split without the consent of Tampa Bay Financial for a period of two (2) years.

- - Dr. Dent received options to purchase up to 1,350,000 shares of the Company's common stock, which were to vest upon the achievement of certain milestones set forth in the option agreement.

On May 16, 2002, the Company, Dr. Dent and Tampa Bay Financial entered into a letter agreement amending the terms of the Plan of Exchange and certain of the related documents (collectively referred to as the "Modification Agreement"). Under the terms of the Modification Agreement, the parties agreed as follows:

1. The parties restructured the obligation of Tampa Bay Financial to purchase 450,000 shares of the Company's common stock. In particular, the Company agreed that TBF would immediately purchase 90,000 shares of common stock at a price of $3.333 per share, or $300,000. This amount was paid through the cancellation of $190,000 of advances made by TBF to the Company together with the additional payments of $110,000 during May 2002. Tampa Bay Financial agreed to purchase the remaining 360,000 shares at a price of $3.333 per share, or an aggregate price of $1.2 million, payable in 12 equal installments over a period of 12 months commencing on June 15, 2002.

2. The Company agreed to issue 715,500 shares to Dr. Dent based upon his fulfillment of the first three milestones set forth in the Plan of Exchange. The Company agreed to deliver the remaining 477,000 shares to Dr. Dent upon the fulfillment of the last two milestones set forth in the Plan of Exchange.

3. The Company agreed that Tampa Bay Financial would have the right to receive the fees payable under its consulting agreement through the issuance of shares rather than the payment of cash. In connection with this, the Company agreed to issue 60,000 shares to TBF in exchange for $60,000 of consulting fees accrued through May 16, 2002. The Company further agreed to issue shares in lieu of consulting fees during the next six months based upon the Company's current stock price, provided, that in no event would Tampa Bay Financial receive more than 10,000 shares per month.

The Company also agreed to amend the employment agreement with Dr. Dent to provide that Dr. Dent would have the right to receive his salary under the employment agreement in the form of shares of common stock. In connection with this, the Company agreed to issue 62,496 shares to Dr. Dent in exchange for $62,496 of salary accrued through May 16, 2002. The Company further agreed that Dr. Dent, at his option, could receive shares of the Company in lieu of a cash salary during the next six months, based upon the current stock price, provided, that in no event would Dr. Dent receive more than 10,416 shares per month.

4. The Company agreed to file a Form S-8 to cover any resale of shares received by Dr. Dent under his employment agreement or by Tampa Bay Financial under their consulting agreement.

5. The Company agreed that upon the occurrence of a "substitution event," the Company would promptly issue to Tampa Bay Financial or its designees the balance of the 450,000 to be purchased by TBF under the Plan of Exchange. Tampa Bay Financial would pay the purchase price for the shares pursuant to a non-recourse promissory note payable over a period of three years without interest. Tampa Bay Financial's financial obligations under the promissory note would be secured by a pledge on the shares purchased by TBF. Additionally, the consulting agreement with Tampa Bay Financial would be terminated.

For purposes of the Modification Agreement, a "substitution event" was defined to mean the acquisition of any person of more than 20% of the outstanding shares of the Company (other than an acquisition by Tampa Bay Financial or Dr. Dent), the sale of all or substantially all of the assets of the Company, or a merger, share exchange or similar transaction, unless the beneficial owners of the Company prior to the transaction continue to own at least 80% of the outstanding shares of the Company after the transaction.

6. The Company agreed to release Tampa Bay Financial for any failure to fulfill its funding obligations in the original Plan of Exchange. TBF agreed to release Dr. Dent and the Company from any failure to complete the any of the stages set forth in the Plan of Exchange.

During the Fall of 2002, Tampa Bay Financial failed to provide the agreed upon funding at the times and in the amounts set forth in the Modification Agreement. As a result the Company was unable to implement important parts of its business plan and encountered severe liquidity problems. To assist the Company, Dr. Dent arranged for his Medical practice to advance approximately $117,000 to the Company and he further agreed to defer all of his salary.

On November 25, 2002, the Company notified Tampa Bay Financial that it was in breach of its obligations under the Plan of Exchange and Modification Agreement

due to TBF's failure to provide the Company with $100,000 of funding due on October 15, 2002 and an additional $100,000 of funding due on November 15, 2002. The Company also immediately began to seek a new source of funding. In late December 2002, the Company's Board of Director's, based on feedback from funding sources, determined that it would be infeasible to attract the amount of capital needed for the Company's business plan unless it formally terminated its relationship with Tampa Bay Financial and secured a full release of all of its obligations there under, and specifically its obligations to TBF with respect to a "substitution event" (as defined above), TBF's right of first refusal to purchase securities at a 50% discount to the price paid by any third parties, and the Company's restriction on effecting a reverse stock split.

On December 23, 2002, the Company and Tampa Bay Financial agreed to formally terminate all of their agreements with one another in order to facilitate attracting new capital to the Company and Carl L. Smith, an affiliate of Tampa Bay, resigned from the Company's Board of Directors. As part of this termination agreement the Company and Tampa Bay Financial fully released one another from any claims arising out of any breaches of the Plan of Exchange or the Modification Agreement.

On April 15th, 2003, the Company entered into agreements with MVP 3 LP, a fund controlled by Medical Venture Partners, LLC, and its principals to provide approximately $139,000 of equity financing and up to $1.5 million of debt financing in the form of a revolving credit facility to the Company. Under the terms of the equity agreements, MVP 3 LP purchased 9,303,279 shares and each of the three principals of Medical Venture Partners LLC purchased 1,541,261 shares of the Company at a price per share of $0.01 per share. As a result of theses equity purchases, the Company experienced another change of control and MVP 3 LP and its affiliates received approximately 75% of the outstanding common stock of the Company.

As a condition to these transactions, the Company, Dr. Michael Dent, MVP 3 LP and the principals of Medical Venture Partners have entered into a shareholders agreement that provides that MVP 3, LP will have the right to appoint up to four of seven directors of the Company. The Company has also entered into a Registration Rights Agreement with MVP 3 LP and the principals of Medical Venture Partners granting them certain demand and piggyback registration rights.

As a precondition to closing these transactions, Medical Venture Partners required the Company to undertake a 1 for 100 reverse stock split, and cancel Dr. Dent's existing option agreement and employment agreement. The reverse stock split became effective on April 16, 2003 and all share references in this Form 10-KSB have been adjusted to reflect this stock split. Dr. Dent agreed to terminate his option agreement effective as of October 1, 2002 and his employment agreement effective as of December 31, 2002. Simultaneous with the closing of the equity and debt transactions with MVP 3 LP and its affiliates, Dr. Dent and the Company entered into a new employment agreement appointing Dr. Dent as President and Chief Medical Officer of the Company for an initial term of 12 months, subject to renewal. Dr. Dent's salary under the new employment agreement will be equal to 20% of net cash flow provided by operating activities, up to a maximum of $20,000 per month, plus an incentive bonus.

BUSINESS OF NEOGENOMICS

SERVICES

We operate a medical testing and research laboratory located in Naples, Florida. We provide genetic and molecular testing services for the following purposes:

- To find out if a person is a carrier for a certain disease.

- To learn if a person has an inherited predisposition to a certain disease, like breast or ovarian cancer (also known as susceptibility testing).

- To help expecting parents know whether their unborn child will have a genetic disease or disorder (prenatal testing).

- To confirm diagnosis of certain diseases or disorders (for example,

Leukemia and Down's Syndrome).

We currently offer three types of services: cytogenetics testing, molecular biology testing and sponsored research services:

CYTOGENETICS TESTING. Cytogenetics testing is routinely used to identify genetic abnormalities in pregnancy, as well as hematologic cancers. Most of our cytogenetics testing is chromosome analysis done through a process called karyotyping, which is an analysis of the chromosomes in a single cell from one individual. Currently, we offer the following types of cytogenetics tests, each of which is performed on different types of biological samples: bone marrow tests to assist in the diagnosis of leukemia and lymphoma, amniocentesis tests to assist in the diagnosis of pre-natal genetic anomalies such as Down's syndrome, products of conception tests to assist in determining the causes of miscarriage during pregnancy, and various other specialty tests.

We believe that historically cytogenetics testing by large national laboratories and other competitors has taken anywhere from 5-12 days on average to obtain a complete diagnostic report. We believe that as a result of this, many practitioners have refrained from ordering such tests because the results traditionally were not returned within an acceptable diagnostic window. We have designed our business operations in order to complete our cytogenetics tests for most types of biological samples and produce a complete diagnostic report and make it available electronically with 2-3 days. We believe these turn around times are among the best in the industry. Furthermore, we believe that as we continue to demonstrate these turnaround times to customers and the awareness of the benefits of cytogenetics testing continues to increase, more and more practitioners will incorporate cytogenetics testing into their diagnostic regimes and thus drive incremental growth in our business.

As an adjunct to traditional chromosome analysis, we plan to offer Fluorescence In Situ Hybridization (FISH) technology to expand the capabilities of routine chromosome analysis in prenatal testing. FISH technology permits preliminary

identification of the most frequently occurring numerical chromosomal abnormalities in a relatively rapid manner. FISH, already commonly used as an additional staining method (the colorization of chromosomes to highlight markers and abnormalities) for metaphase analysis (cells in a divided state after they are cultured), is now being applied to interphase chromosome analysis (uncultured, single cells). During the past 5 years, FISH has begun to demonstrate its considerable diagnostic potential. The development of molecular probes by using DNA sequences of differing sizes, complexity, and specificity, coupled with technological enhancements (direct labeling, multicolor probes, computerized signal amplification, and image analysis) make FISH a powerful investigative tool. Although FISH has great potential in a variety of cytogenetics studies, particular attention has been focused on its use in prenatal diagnosis of chromosomal anomalies, because of the speed with which results are attainable (traditional amniocentesis tests take 6-7 days to complete). However, as with all emerging technologies, the transition from the developmental phase to application as a standard diagnostic procedure must be accompanied by assurance of reliability, reproducibility, and accuracy, as well as by guidelines for appropriate use.

MOLECULAR BIOLOGY TESTING. Molecular biology testing involves testing DNA and other molecular structures to screen for and diagnose single gene disorders and hematological cancers such as cystic fibrosis and Tay-Sachs disease. Today there are tests for about 450 genetic diseases. However, the majority of these tests remain available only to research laboratories and are only offered on a limited basis to family members of someone who has been diagnosed with a genetic condition. About 50 genetic tests are more widely available for clinical use. We currently provide these tests on an outsourced basis. We anticipate in the near future performing these tests within our facility as the number of requests we receive for these types of tests continues to increase and we expand our clinical staff. Molecular biology testing is a growing market with many new diagnostic tests being developed every year. The Company is committed to providing the latest and most accurate testing to its clients, where demand warrants it.

SPONSORED RESEARCH. Our research initiatives are currently focused on discovering the underlying genetic causes of female diseases. Cancers and other diseases of the ovary, uterus, cervix, and breast all have an underlying genetic basis. Identifying the genetic sequences unique to these diseases will allow us

to develop tests to identify which individuals are at increased genetic risk of developing these diseases. We plan to collaborate with pharmaceutical and other healthcare companies to develop intellectual property that can be a source of revenue. In addition, we believe that we have the ability to develop proprietary tests that will allow for accurate screening and early detection of various female and other genetic diseases.

In order to facilitate our research initiatives, we have formed alliances with Naples Women's Center, Naples Community Hospital, and Florida Gynecologic Oncology for the purpose of collecting blood and tissue study samples. We are collecting these samples at no charge to the Company through an informed consent process with each patient. Naples Women's Center is a medical practice controlled by Dr. Michael Dent, our President and currently has over 8,000 active patients.

We are using these samples to compile a genetic database which ultimately will link phenotypic (medical history) data with patients' genetic material. We plan to use this information as a resource for our ongoing research projects as well as in the bio/genetic-informatics arena. We believe that our collection of genetic samples and our genetic database will be a significant attraction for companies that are desirous of studying the underlying causes of disease. We expect to protect our genetic database, as well as any future testing methodology discovered in order to sell the proprietary rights to such information and tests to various other research and clinical laboratories and pharmaceutical companies.

Currently, the Company's primary sponsored research project is a collaboration with Ciphergen BioSystems, Inc. to discover a bio-marker for pre-eclampsia. Pre-eclampsia is a disease that only effects pregnant mothers and typically is indicated by elevated blood pressure, edema, and proteinuria. Pre-eclampsia is a very serious disease and is the most common cause of fetal and maternal mortality during pregnancy. Pre-eclampsia is also fairly widespread, affecting some 10-15% of first time pregnant mothers worldwide. Unfortunately, a definitive diagnosis for pre-eclampsia is generally not possible until the third trimester of pregnancy and the only known cure for the disease is to deliver the fetus prematurely. Currently the determination as to when to induce labor is very difficult and fraught with risks to both mothers and infants. If the infant is delivered too early, there are significant risks of complications from premature delivery. If obstetricians wait too long to induce labor, there are significant risks to both the mother and the infant from pre-eclampsia, including the risk of death.

Bio-markers are unique sequences of proteins which categorically indicate the presence of a disease condition and provide a mechanism for measuring the severity of the condition. In the event, we are able to discover this bio-marker, we believe that we can develop a test that will verify and quantify the pre-eclampsia disease state. We believe such a test would have a potentially wide application for obstetricians and gynecologists worldwide to help them determine when to optimally induce labor for pre-eclamptic mothers and thereby reduce the risk of death to both mother and baby. We have purchased a protein chip mass spectrometer to facilitate our discovery of potential proteins that may be associated with the disease. We expect to have completed this project over the next six to nine months.

TARGET MARKETS AND CUSTOMERS

We have initially targeted all oncologists in southwest Florida that perform bone marrow sampling. In addition, we are currently servicing a few select obstetricians that perform amniocentesis testing. We expect to continue to expand our client base in this area over the next six months and to gradually expand our market presence into southeastern Florida and central Florida. Within this geography, we currently serve the following types of testing markets:

CANCER TESTING: Historically, the majority of cytogenetics testing has been performed on bone marrow samples in testing for leukemia and lymphomas. Cells obtained from bone marrow are grown in culture and used to determine if certain genetic anomalies exist in patients with leukemia. This information is used to determine the nature of the cancer and determine an appropriate treatment regimen. In addition to cytogenetics testing, oncologists routinely use flow cytometry of bone marrow samples to diagnose cancers. Flow cytometry

is a method of separating blood into its different cell types. This methodology is used to determine what cell types within the blood of leukemia and cancer patients is abnormal. Flow cytometry is important in developing an accurate diagnosis and defining what treatment options are best for specific patients. The combination of the two types of tests allows the findings from one test to confirm the findings of another test, which leads to an even more accurate diagnosis.

The Company currently offers cytogenetics testing and plans to begin offering flow cytometry sometime later this year. Management believes that by offering both of these tests together as a bundled product while maintaining its industry leading turnaround times, the Company can significantly increase its testing volumes. Management estimates that flow cytometry tests are performed on approximately three times as many bone marrow samples as are cytogenetics tests. Furthermore, we believe that many of the local oncologists that send samples to us for cytogenetics testing, would welcome the convenience of having a local laboratory perform both types of tests. Thus we believe that by offering flow cytometry we can derive significant increases in our testing volumes through our existing customer base, thereby affording the Company significant synergies and efficiencies in our sales and marketing process.

PRENATAL TESTING: A prenatal genetic test is an optional medical test available to people who are considered to be at increased risk for having children with a chromosomal abnormality or an inherited genetic condition. Prenatal testing is often used to look for conditions such as Down's Syndrome, spina bifida, cystic fibrosis, Tay-Sachs disease and others that would show up in early childhood. Two procedures are used in prenatal testing. Amniocentesis, which involves taking a sample of amniotic fluid from the womb for analysis, can be done during the 16th through 20th weeks of pregnancy. Another procedure, chorionic villus sampling (CVS), can be done earlier, at nine to 12 weeks. Currently these tests carry a risk of miscarriage. Depending on the mother's age and other factors, amniocentesis causes miscarriage in between 1 in 200 and 1 in 400 cases, and CVS has a risk of 1 in 100. We believe that new genetic tests will be developed over the next three years that will significantly reduce this risk of miscarriage and that prenatal genetic testing will increase as a result. In fact, as part of the Company's planned research initiatives, we intend to conduct research in support of developing a non-invasive amniocentesis test, which we believe could virtually eliminate miscarriage as a result of this type of test.

Historically, prenatal testing is offered to pregnant women over age 35, because their babies are at greater risk for having abnormal chromosomes. For example, a 35-year-old woman has about a 1 in 200 chance of having a baby with a chromosomal abnormality like Down's syndrome. A 40-year-old woman has closer to 1 in 50 chance. But prenatal testing is increasingly being offered to pregnant women of all ages. In the third quarter of 2001, the American College of Obstetricians and Gynecologists (ACOG) issued new guidelines recommending that all caucasian women who are pregnant and couples considering pregnancy be offered a genetic test to determine if they are carriers of cystic fibrosis. Current advances in genetic research make it possible to determine more and more conditions through prenatal testing, and we expect more institutional sponsorship of such prenatal testing in the coming years.

In addition to oncologists and obstetricians, we have identified the following other potential customers for our cytogenetics and molecular biology testing services:

1. Local perinatologists (specialists in high risk pregnancies) and genetics counselors;
2. Hospitals needing karyotyping performed on tissue and blood samples;
3. Hematologists who need the use of diagnostic molecular biology, cytogenetics testing and flow cytometry testing.
4. Regional reference labs or other larger laboratory companies that can benefit by our industry leading turnaround times and/or by bundling our services with their own in order to offer a more complete menu of services.

DISTRIBUTION METHODS
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The Company performs all of its genetic testing at its clinical laboratory facility located in Naples, Florida, and then produces a report for the

requesting practitioner. The Company currently out sources all of its molecular biology testing to third parties, but expects to purchase the equipment for such testing in the coming year.

COMPETITION
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We are engaged in segments of the medical testing laboratory industry that are competitive. Competitive factors in the genetic and molecular biology testing business generally include reputation of the laboratory, range of services offered, pricing, convenience of sample collection and pick-up, quality of analysis and reporting and timeliness of delivery of completed reports.

Our competitors in the United States are numerous and include major medical testing laboratories and biotechnology research companies. Some of these competitors may have more extensive research and development, regulatory, and production capabilities. Some competitors may have greater financial resources. These companies may succeed in developing products and services that are more effective than any that we have or may develop and may also prove to be more successful than we are in marketing such products and services. In addition, technological advances or different approaches developed by one or more of our competitors may render our products obsolete, less effective or uneconomical.

We estimate that the United States market for cytogenetics and molecular biology testing is divided among approximately 500 laboratories, many of which offer both types of testing. Of this total group, less than 20 laboratories market their services nationally. We believe that the industry as a whole is still quite fragmented, with the top 20 laboratories accounting for approximately 50% of market revenues.

Currently there are no other cytogenetics and molecular biology testing facilities in the Southwest Florida region. Most large labs currently have their customers in this area send their samples via an express mail service to regional centers, which can be as far away as California. We expect to gain a significant market presence in the Southwest Florida region by offering faster turn-around times due to the proximity to our customers and high-quality test reports. In addition, we are developing a fully integrated and interactive web site that will enable us to report real time results to customers in a secure environment.

SUPPLIERS
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The Company orders its laboratory and research supplies from large national laboratory supply companies such as Fisher Scientific, Inc. and Physicians Sales and Service Corp. and does not believe any disruption from any one supplier would have a material effect on its business.

DEPENDENCE ON MAJOR CUSTOMERS
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We currently market our services to major hospitals and doctor's practices in the Southwest Florida area. During 2002, we performed 215 individual cytogenetics and molecular biology tests. Approximately 54% or 117 of these tests were performed on bone marrow specimens. Of these Bone Marrow tests, 95 were performed by 23 different doctors on patients in the Naples Community Hospital system. In the event the Naples Community Hospital system started offering a competing cytogenetics test capability in-house that could match our industry leading turn-around times at a competitive price, we could potentially lose a large referral source for customers.

TRADEMARKS
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Our NeoGenomics logo has been filed for trademark with the United States Patent and Trademark Office.

GOVERNMENT REGULATION
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Our business is subject to government regulation at the federal, state and local levels, some of which regulations are described under "Laboratory Operations," "Anti-Fraud and Abuse," "Confidentiality of Health Information," "Food and Drug Administration" and "Other" below.

LABORATORY OPERATIONS

Cytogenetics and, Molecular Biology Testing. The Company's laboratory is located in the state of Florida. Our laboratory has obtained certification under the federal Medicare program, the Clinical Laboratories Improvement Act of 1967, as amended by the Clinical Laboratory Improvement Amendments of 1988 (collectively, "CLIA `88"), and the respective clinical laboratory licensure laws of the state of Florida, where such licensure is required. The Clinical Laboratories Improvement Act provides for the regulation of clinical laboratories by the U.S. Department of Health and Human Services. Regulations promulgated under the federal Medicare guidelines, the CLIA and the clinical laboratory licensure laws of the state of Florida affect our genetics laboratory.

The federal and state certification and licensure programs establish standards for the operation of medical laboratories, including, but not limited to, personnel and quality control. Compliance with such standards is verified by periodic inspections by inspectors employed by federal or state regulatory agencies. In addition, federal regulatory authorities require participation in a proficiency testing program approved by HHS for many of the specialties and subspecialties for which a laboratory seeks approval from Medicare or Medicaid and certification under CLIA `88. Proficiency testing programs involve actual testing of specimens that have been prepared by an entity running an approved program for testing by a laboratory.

A final rule implementing CLIA `88, published by HHS on February 28, 1992, became effective September 1, 1992. This rule has been revised on several occasions and further revision is expected. The CLIA `88 rule applies to virtually all clinical laboratories in the United States, including our laboratory. We have reviewed our operations as they relate to CLIA `88, including, among other things, the CLIA `88 rule's requirements regarding laboratory administration, participation in proficiency testing, patient test management, quality control, quality assurance and personnel for the types of testing we undertake, and believe we are in compliance with these requirements. No assurances can be given that our laboratory will pass inspections conducted to ensure compliance with CLIA `88 or with any other applicable licensure or certification laws. The sanctions for failure to comply with CLIA `88 or state licensure requirements might include the inability to perform services for compensation or the suspension, revocation or limitation of the labs' CLIA `88 certificate or state license, as well as civil and/or criminal penalties.

Regulation of Genetic Testing. In 2000, the Secretary of Health and Human Services Advisory Committee on Genetic Testing published recommendations for increased oversight by the Centers for Disease Control and the FDA for all genetic testing. This committee continues to meet and discuss potential regulatory changes, but no additional formal recommendations have been issued.

With respect to genetic therapies, which may become part of our business in the future, in addition to FDA requirements, the National Institutes of Health has established guidelines providing that transfers of recombinant DNA into human subjects at NIH laboratories or with NIH funds must be approved by the NIH Director. The NIH has established the Recombinant DNA Advisory Committee to review gene therapy protocols. We expect that all of our gene therapy protocols will be subject to review by the Recombinant DNA Advisory Committee.

ANTI-FRAUD AND ABUSE LAWS

Existing federal laws governing Medicare and Medicaid, as well as some other state and federal laws, also regulate certain aspects of the relationship between healthcare providers, including clinical and anatomic laboratories, and their referral sources, including physicians, hospitals and other laboratories. One provision of these laws, known as the "anti-kickback law," contains extremely broad proscriptions. Violation of this provision may result in criminal penalties, exclusion from Medicare and Medicaid, and significant civil monetary penalties.

In January 1990, following a study of pricing practices in the clinical laboratory industry, the Office of the Inspector General ("OIG") of HHS issued a report addressing how these pricing practices relate to Medicare and Medicaid. The OIG reviewed the industry's use of one fee schedule for physicians and other professional accounts and another fee schedule for patients/third-party payors, including Medicare, in billing for testing services, and focused specifically on the pricing differential when profiles (or established groups of tests) are ordered.

Existing federal law authorizes the Secretary of HHS to exclude providers from participation in the Medicare and Medicaid programs if they charge state Medicaid programs or Medicare fees "substantially in excess" of their "usual charges." On September 2, 1998, the OIG issued a final rule in which it indicated that this provision has limited applicability to services for which Medicare pays under a Prospective Payment System or a fee schedule, such as anatomic pathology services and clinical laboratory services. In several Advisory Opinions, the OIG has provided additional guidance regarding the possible application of this law, as well as the applicability of the anti-kickback laws to pricing arrangements. The OIG concluded in a 1999 Advisory Opinion that an arrangement under which a laboratory offered substantial discounts to physicians for laboratory tests billed directly to the physicians could potentially trigger the "substantially in excess" provision and might violate the anti-kickback law, because the discounts could be viewed as being provided to the physician in exchange for the physician's referral to the laboratory of non-discounted Medicare business, unless the discounts could otherwise be justified. The Medicaid laws in some states also have prohibitions related to discriminatory pricing.

Under another federal law, known as the "Stark" law or "self-referral prohibition," physicians who have an investment or compensation relationship with an entity furnishing clinical laboratory services (including anatomic pathology and clinical chemistry services) may not, subject to certain exceptions, refer clinical laboratory testing for Medicare patients to that entity. Similarly, laboratories may not bill Medicare or Medicaid or any other party for services furnished pursuant to a prohibited referral. Violation of these provisions may result in disallowance of Medicare and Medicaid claims for the affected testing services, as well as the imposition of civil monetary penalties. Some states also have laws similar to the Stark law.

We will seek to structure our arrangements with physicians and other customers to be in compliance with the anti-kickback, Stark and state laws, and to keep up-to-date on developments concerning their application by various means, including consultation with legal counsel. However, we are unable to predict how these laws will be applied in the future, and no assurances can be given that its arrangements will not become subject to scrutiny under them.

In February 1997 (as revised in August 1998), the OIG released a model compliance plan for laboratories that is based largely on corporate integrity agreements negotiated with laboratories that had settled enforcement action brought by the federal government related to allegations of submitting false claims. We have adopted aspects of the model plan that we deem appropriate to the conduct of our business. We are unable to predict whether, or to what extent, these developments may have an impact or the utilization of our services.

CONFIDENTIALITY

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") contains provisions that affect the handling of claims and other patient information that are, or have been, transmitted electronically. These provisions, which address security and confidentiality of patient information as well as the administrative aspects of claims handling, have very broad applicability and they specifically apply to healthcare providers, which include physicians and clinical laboratories. Rules implementing various aspects of HIPAA are continuing to be developed. National standards for electronic healthcare transactions were published by HHS on August 17, 2000. The regulations establish standard data content and formats for submitting electronic claims and other administrative health transactions. All healthcare providers will be able to use the electronic format to bill for their services and all health plans and providers will be required to accept standard

electronic claims, referrals, authorizations, and other transactions. Under the regulation, all electronic claims transactions must follow a single standardized format. All health plans, providers and clearinghouses must comply with the standards by October 2003. Failure to comply with this rule could result in significant civil and/or criminal penalties. Despite the initial costs, the use of uniform standards for all electronic transactions could lead to greater efficiency in processing claims and in handling health care information.

On December 28, 2000, HHS published rules governing the use of individually identifiable health information. The regulation protects certain health information ("protected health information" or "PHI") transmitted or maintained in any form or medium, and requires specific patient consent for the use of PHI for purposes of treatment, payment or health care operations. For most other uses or disclosures of PHI, the rule requires that covered entities (healthcare plans, providers and clearinghouses) obtain a valid patient authorization. For purposes of the criminal and civil penalties imposed under Title XI of the Social Security Act, the current date for compliance is 2003. Complying with the Standards, Security and Privacy rules under HIPAA will require significant effort and expense for virtually all entities that conduct healthcare transactions electronically and handle patient health information. We are unable to accurately estimate the total cost or impact of the regulations at this time. Those costs, however, are not expected to be material.

In addition to the HIPAA rules described above, we are subject to state laws regarding the handling and disclosure of patient records and patient health information. These laws vary widely, and many states are passing new laws in this area. Penalties for violation include sanctions against a laboratory's licensure as well as civil or criminal penalties. We believe we are in compliance with applicable state law regarding the confidentiality of health information.

FOOD AND DRUG ADMINISTRATION

The FDA does not currently regulate laboratory testing services, which is our principal business. However, we plan to perform some testing services using test kits purchased from manufacturers for which FDA premarket clearance or approval for commercial distribution in the United States has not been obtained by the manufacturers ("investigational test kits"). Under current FDA regulations and policies, such investigational test kits may be sold by manufacturers for investigational use only if certain requirements are met to prevent commercial distribution. The manufacturers of these investigational test kits are responsible for marketing them under conditions meeting applicable FDA requirements. In January 1998, the FDA issued a revised draft Compliance Policy Guide ("CPG") that sets forth FDA's intent to undertake a heightened enforcement effort with respect to investigational test kits improperly commercialized prior to receipt of FDA premarket clearance or approval. That draft CPG is not presently in effect but, if implemented as written, would place greater restrictions on the distribution of investigational test kits. If we were to be substantially limited in or prevented from purchasing investigational test kits by reason of the FDA finalizing the new draft CPG, there could be an adverse effect on our ability to access new technology, which could have a material adverse effect on our business.

We also may perform some testing services using reagents, known as analyte specific reagents ("ASRs"), purchased from companies in bulk rather than as part of a test kit. In November 1997, the FDA issued a new regulation placing restrictions on the sale, distribution, labeling and use of ASRs. Most ASRs are treated by the FDA as low risk devices, requiring the manufacturer to register with the agency, list its ASRs (and any other devices), conform to good manufacturing practice requirements, and comply with medical device reporting of adverse events.

A smaller group of ASRs, primarily those used in blood banking and/or screening for fatal contagious diseases (e.g., HIV/AIDS), are treated as higher risk devices requiring premarket clearance or approval from the FDA before commercial distribution is permitted. The imposition of this regulatory framework on ASR sellers may reduce the availability or raise the price of ASRs purchased by laboratories like ours. In addition, when we perform a test developed in-house, using reagents rather than a test kit cleared or approved by the FDA, we are required to disclose those facts in the test report. However, by clearly declining to impose any requirement for FDA premarket approval or

clearance for most ASRs, the rule removes one barrier to reimbursement for tests performed using these ASRs. We have no plans to perform testing in these high risk areas.

OTHER

Our operations currently are, or may be in the future, subject to various federal, state and local laws, regulations and recommendations relating to data protection, safe working conditions, laboratory and manufacturing practices and the purchase, storage, movement, use and disposal of hazardous or potentially hazardous substances used in connection with our research work and manufacturing operations, including radioactive compounds and infectious disease agents. Although we believe that our safety procedures comply with the standards prescribed by federal, state and local regulations, the risk of contamination, injury or other accidental harm cannot be eliminated completely. In the event of an accident, we could be held liable for any damages that result and any liabilities could exceed our resources. Failure to comply with such laws could subject an entity covered by these laws to fines, criminal penalties and/or other enforcement actions.

Pursuant to the Occupational Safety and Health Act, laboratories have a general duty to provide a work place to their employees that is safe from hazard. Over the past few years, the Occupational Safety and Health Administration ("OSHA") has issued rules relevant to certain hazards that are found in the laboratory. In addition, OSHA has promulgated regulations containing requirements healthcare providers must follow to protect workers from blood borne pathogens. Failure to comply with these regulations, other applicable OSHA rules or with the general duty to provide a safe work place could subject employers, including a laboratory employer such as the Company, to substantial fines and penalties.

NUMBER OF EMPLOYEES
- ----------

As of May 15, 2003, we had seven employees, of which five were full-time employees. Our President and one other person serve on a part-time basis. Unions represent none of our employees and we believe our employee relations are good.

ITEM 2. PROPERTIES

Our executive offices are located at the offices the Naples Women's Center located at 1726 Medical Blvd, Suite 101, Naples, Florida. Dr. Michael Dent, our President, provides this space to us without charge.

Our laboratory is currently located in a 2200 square foot facility at 1085 Business Lane, #8, Naples, Florida, 34108. We lease this space from an unaffiliated third party on a month to month basis at a cost of $2,500/month.

On May 13, 2003, we entered into a new three year lease agreement with an unaffiliated third party to relocate our laboratory to a 5,175 square foot facility located at 12701 Commonwealth Drive, #8, Fort Myers, Florida 33913. This lease will become effective in July 2003 and will have an annual cost of approximately $72,000.

ITEM 3. LEGAL PROCEEDINGS

Not applicable.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

PART II

ITEM 5. MARKET FOR THE COMPANY'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our common stock is quoted on the OTC Bulletin Board. Set forth below is a table summarizing the high and low bid quotations for our common stock during its last two fiscal years adjusted for the 1:100 reverse stock split consummated on April 16, 2003. All other share references in this Form 10-KSB have also been adjusted to reflect this 1:100 reverse stock split.

<TABLE>
<CAPTION>

QUARTER	HIGH BID	LOW BID
<S>	<C>	<C>
1st Quarter 2001	$ 17.50	$ 2.50
2nd Quarter 2001	$ 5.00	$ 1.20
3rd Quarter 2001	$ 3.90	$ 0.70
4th Quarter 2001	$ 3.50	$ 1.20
1st Quarter 2002	$ 2.50	$ 0.90
2nd Quarter 2002	$ 2.00	$ 0.90
3rd Quarter 2002	$ 1.40	$ 0.70
4th Quarter 2002	$ 1.50	$ 0.60
1st Quarter 2003	$ 1.00	$ 0.35

</TABLE>

The above table is based on over-the-counter quotations. These quotations reflect inter-dealer prices, without retail mark-up, markdown or commissions, and may not represent actual transaction. All historical data was obtained from the BigCharts.com web site.

As of March 31, 2003 there were 344 stockholders of record of the common stock. We have never declared or paid cash dividends on our common stock. We intend to retain all future earnings to finance future growth and therefore, do not anticipate paying any cash dividends in the foreseeable future.

SALES OF UNREGISTERED SECURITIES

In 2001, we issued 78,358 shares of common stock to Tampa Bay Financial, Inc. in settlement of debts in the amount of $156,410. The transaction was valued at $2.00 per share based on the trading value of our stock at the time of the transaction. The transaction involved the issuance of unregistered stock to a small group of sophisticated investors in a transaction that we believed was exempt from registration under Section 4(2) of the Securities Act of 1933.

In 2001, we issued 2,385,000 shares of common stock in connection with the reverse acquisition transaction with NeoGenomics. The transaction involved the issuance of unregistered stock to a single sophisticated investor (Dr. Michael Dent) in a transaction that we believed was exempt from registration under Section 4(2) of the Securities Act of 1933.

In 2002, we issued 222,385 shares of common stock in exchange for employment and consulting services valued at $229,021, and 210,000 shares of common stock in exchange for the cancellation of $700,000 in cash advances from Tampa Bay Financial, Inc. All of the stock was issued to a small group of sophisticated investors in a transaction that the Company believes was exempt from registration under Rule 506 promulgated under the Securities Act of 1933.

In April 2003, we issued 13,927,062 shares of common stock to MVP 3, LP and three individuals who are principals of MVP 3, LP in exchange for $139,271. This transaction involved the issuance of unregistered stock to accredited investors in transactions that we believed were exempt from registration under Section 4(2) of the Securities Act of 1933.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

<TABLE>
<CAPTION>

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance
Equity compensation plans approved by security holders	0 (a)	N/A	1,000,000
Equity compensation plans not approved. by security holders	N/A	N/A	None
Total	0	N/A	1,000,000

(a) Currently there are no awards outstanding under the Company's 2001 Stock Plan.

ITEM 6. MANAGEMENTS DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW.

The following discussion should be read in conjunction with the financial statements for the period ended December 31, 2002 included with this Form 10-KSB.

Information related to our predecessor entity, American Communications Enterprises, Inc. ("ACE"), has been omitted. ACE was formed in 1998 for the purpose of operating radio stations and businesses within the communications industry. ACE later changed its focus to genomics, which included acquiring NeoGenomics, Inc. ("NeoGenomics"), a private company desiring to become public, in a reverse acquisition in November 2001. From a legal perspective, the Company was the surviving company and thus continues its public reporting obligations. However, from an accounting perspective, NeoGenomics acquired the Company. Therefore, all financial information presented in this 10-KSB includes NeoGenomics' standalone results from the period June 1, 2001 (date of incorporation) to November 13, 2001 and the combined companies' results from November 2001 to December 31, 2002.

Certain information included herein contains statements that constitute "forward-looking statements" containing certain risks and uncertainties. Readers are referred to the cautionary statement at the beginning of this report, which addresses forward-looking statements made by us.

NeoGenomics, Inc. is considered to be in the development stage as defined in Financial Accounting Standards Board Statement No. 7. The Company is currently focused on genetic and molecular biology laboratory testing and genomic research.

CRITICAL ACCOUNTING POLICIES

Our critical accounting policies, including the assumptions and judgments underlying them, are disclosed in the Notes to the Financial Statements. We have consistently applied these policies in all material respects. At this stage of our development, these policies primarily address matters of expense recognition. Although we anticipate that revenue recognition issues will become critical in future years, the small amount of revenue that we have earned at this stage minimizes the impact of any judgments regarding revenue recognition. Management does not believe that our operations to date have involved uncertainty of accounting treatment, subjective judgment, or estimates, to any significant degree.

RESULTS OF OPERATIONS FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2002

We commenced revenue operations in May of 2002, thus comparisons to the prior year is not meaningful.

During the twelve months ended December 31, 2002, we generated revenues of approximately $93,500, of which approximately $57,000 occurred in the fourth quarter of 2002. Our costs of revenue approximated $190,000, which resulted in a negative gross margin of approximately $96,500 primarily as a result of costs incurred to obtain our laboratory certification and start our operations. We expect our gross margin to improve significantly in 2003 as our sales increase and we no longer have the costs associated with the laboratory certification. Our general and administrative expenses were approximately $482,000 and are mainly comprised of administrative service expenses, wages and depreciation. Research and development expenses were approximately $46,500 and are mainly comprised of wages and other expenses to put our research program into place. Interest expenses were approximately $7,000 and are mainly comprised of interest payable on advances from Naples Women's Center, a company owned by our president.

As a result of the foregoing, we incurred a net loss of approximately $590,500 for the year ended December 31, 2002. This loss is significantly lower then our reported net loss of approximately $2,053,000 for the nine months ended September 30, 2002 resulting primarily from the reversal of approximately $1,721,000 in stock based compensation charges, during the fourth quarter of 2002 related to the cancellation of an option agreement with our president during that quarter. We also increased our revenues to approximately $57,000 during the fourth quarter of 2002 compared to approximately $36,000 in revenues during the previous nine months of 2002.

We received our clinical laboratory certification under the Clinical Laboratories Improvement Act ("CLIA") in April 2002. CLIA provides for the regulation of clinical laboratories by the U.S. Department of Health and Human Services. Regulations promulgated under the CLIA act, among other government regulations, govern the operations of our genetics laboratory. We commenced our genetics and molecular biology testing operations in May 2002. Between May 1, 2002 and December 31, 2002, we billed approximately $93,500 for 215 cytogenetics and molecular biology tests, of which approximately $57,000 was billed for 120 cytogenetics and molecular biology tests in the fourth quarter.

Revenues per test are a function of both the nature of the test and the payer (Medicare, Medicaid, third party insurer, etc.). Our policy is to record as revenue amounts that we expect to collect based on published or contracted amounts and prior experience with the payer. We have established a reserve for uncollectible amounts based on estimates of what we will collect from co-payments and those procedures performed that are not covered by insurance. On December 31, 2002, our Allowance for Doubtful Accounts reserve was $12,762.

RESULTS OF OPERATIONS FOR THE PERIOD FROM JUNE 1, 2001 TO DECEMBER 31, 2002.
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During the period from June 1, 2001 to December 31, 2002, we generated revenues and costs of revenue of approximately $94,000 and $190,000, and we incurred a net loss of approximately $8,668,000. Our net loss included non-cash stock-based compensation expense of approximately $7,944,000. This expense included $7,715,000 of compensation expense incurred in connection with our reverse acquisition of NeoGenomics in November 2001 and other stock based compensation and consulting expenses since that time. Our general and administrative expenses were approximately $600,000 and are mainly comprised of administrative service expenses, wages and depreciation. Research and development expenses were approximately $46,500 and are mainly comprised of wages and other expenses to put our research program into place. Interest expenses were approximately $7,000 and are mainly comprised of interest payable on advances from our President.

LIQUIDITY AND CAPITAL RESOURCES
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During the twelve months ended December 31, 2002, our operating activities used approximately $385,000 in cash. This amount primarily represented cash used to pay general and administrative expenses associated with our operations. We also spent approximately $418,000 on new equipment. We were able to finance

operations and equipment purchases primarily through net advances of approximately $726,000 received from significant shareholders and other affiliates. At December 31, 2002, we had no cash or cash equivalents and owed approximately $13,500 to our bank.

On May 16, 2002, Tampa Bay Financial, Inc. ("TBF") agreed in a letter agreement to purchase 450,000 shares of our common stock for a price of $3.33 per share, or a total of $1,500,000. Through October 2002, TBF had advanced $700,000 under this agreement. In November 2002, a dispute arose between the Company and TBF with respect to the parties obligations to each other. On November 25, 2002, the Company notified TBF that it was in breach of its obligations under the agreement due to TBF's failure to provide the Company with $100,000 of funding due on October 15, 2002 and an additional $100,000 of funding due on November 15, 2002. The Company also immediately began to seek a new source of funding. In late December 2002, the Company's Board of Director's, based on feedback from funding sources, determined that it would be infeasible to attract the amount of capital needed for the Company's business plan unless it formally terminated its relationship with Tampa Bay Financial and secured a full release of all of its obligations thereunder, and specifically its obligations to TBF with respect to selling a significant stake in the Company, TBF's right of first refusal on such sales to purchase stock at a 50% discount, and the Company's restriction on effecting a reverse stock split.

On December 23, 2002, the Company and Tampa Bay Financial agreed to formally terminate all of their agreements with one another in order to facilitate attracting new capital to the Company and Carl L. Smith, an affiliate of TBF, resigned from the Company's Board of Directors. As part of this termination agreement the Company and Tampa Bay Financial fully released one another from any claims arising out of any breaches of the original Plan of Exchange, dated November 14, 2001 or the subsequent Letter Agreement, dated May 16, 2002 which amended the terms of the original Plan of Exchange and various other documents.

On April 15th, 2003, the Company entered into agreements with MVP 3 LP ("MVP 3"), a fund controlled by Medical Venture Partners, LLC, and its principals to provide approximately $139,000 of equity financing and up to $1.5 million of debt financing in the form of a revolving credit facility to the Company. On April 16, 2003, under the terms of the equity agreements, MVP 3 purchased 9,303,279 shares and each of the three principals of Medical Venture Partners LLC purchased 1,541,261 shares of the Company at a price per share of $0.01 per share for a total of approximately $139,000 and the Company drew down an initial advance of $225,000 under the revolving credit facility. As a result of the equity purchases, the Company experienced a change of control and MVP 3 and its affiliates received approximately 75% of the outstanding common stock of the Company.

Under the terms of the revolving credit agreement, advances to the Company are limited, at any given time, to the sum of i) 50% of our net property, plant and equipment; (ii) 80% of our accounts receivable that are less than 90 days old; and (iii) beginning on July 1, 2003, $500,000 that is not tied to any specific collateral. Interest under the revolving credit agreement is payable monthly at the prime rate plus a spread of 8.0%. In order to facilitate the administration of this revolving credit facility and fund the Company, MVP 3, arranged a similar credit facility with Fifth Third Bank. The Company has provided a guaranty of MVP 3's obligations to Fifth Third Bank for all amounts that are directly passed through MVP 3 and further loaned to the Company and has pledged all of its business assets to both Fifth Third Bank and MVP 3, LP.

As a condition to these transactions, the Company, Dr. Michael Dent, MVP 3 and the principals of Medical Venture Partners have entered into a shareholders agreement that provides that MVP 3 will have the right to appoint up to four of seven directors of the Company. The Company has also entered into a Registration Rights Agreement with MVP 3 and the principals of Medical Venture Partners granting them certain demand and piggyback registration rights.

As a precondition to closing these transactions, Medical Venture Partners required the Company to undertake a 1 for 100 reverse stock split, and cancel Dr. Dent's existing option agreement and employment agreement. The reverse stock split became effective on April 16, 2003 and Dr. Dent agreed to terminate his option agreement effective as of October 1, 2002 and his employment agreement effective as of December 31, 2002. Simultaneous with the closing of the equity and debt transactions with MVP 3 and its affiliates, Dr. Dent and the

Company entered into a new employment agreement appointing Dr. Dent as President and Chief Medical Officer of the Company for an initial term of 12 months, subject to renewal. Dr. Dent's salary under the new employment agreement will be equal to 20% of net cash flow provided by operating activities, up to a maximum of $20,000 per month, plus an incentive bonus.

Also, in September 2002, we entered into an agreement to perform collaborative research with Ciphergen Biosystems, Inc. ("Ciphergen"). If a patented product or service results from this research, the patenting party will be obligated to pay a 4% royalty to the other party. In addition, each of us are to own 50% of any inventions developed jointly as a result of this research. In October 2002, Ciphergen awarded us with a $100,000 research grant, which we have agreed to use to purchase supplies, labor and equipment for the research. As of December 31, 2002, we had not performed any of the testing, nor spent any of the $100,000; accordingly, such amount has been recorded as a deferred revenue liability in the accompanying consolidated balance sheet.

At the present time, we have very limited cash resources. We do not anticipate that we will generate significant cash flow from operating activities until 2004. As a result, we anticipate that we will require at least $700,000 of additional working capital financing during the next 12 months in order to meet our working capital requirements during this period. We currently plan to finance our operations through borrowings under our revolving credit facility with MVP 3. Advances under this revolving credit facility are limited, at any given time, based on a formula contained in the loan agreement. There can be no assurance that the Company will be eligible to obtain all of its working capital funding needs from MVP 3, LP or another source. If the Company is unable to obtain such funding, the Company will be required to curtail or discontinue operations.

CAPITAL EXPENDITURES
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Management currently forecasts capital expenditures for the coming year to be approximately $500,000. We plan to fund these expenditures through borrowings under our revolving credit facility with MVP 3, LP and through traditional lease financing from equipment lessors. There can be no assurance that the Company will be eligible to obtain all of its capital equipment funding needs from MVP 3, LP or another source. If the Company is unable to obtain such funding, the Company will be required to curtail its equipment purchases which may have an impact on the Company's ability to generate revenues.

STAFFING
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We plan to increase our work force. Currently, we have five full-time and two part-time employees. We plan to add additional laboratory technicians and research scientists to assist us in handling a greater volume of tests and to perform sponsored research projects. We also plan to continue building our sales force to continue to increase our sales to customers and we intend to add personnel in the management, accounting, and administrative areas. Management added six employees during 2002 and expects to add further personnel during the balance of 2003. We expect the cost of these additional employees will be approximately $300,000 in 2003.

CAUTIONARY STATEMENT

This Form 10-KSB, press releases and certain information provided periodically in writing or orally by our officers or our agents contain statements which constitute forward-looking statements within the meaning of Section 27A of the Securities Act, as amended and Section 21E of the Securities Exchange Act of 1934. The words expect, anticipate, believe, goal, plan, intend, estimate and similar expressions and variations thereof if used are intended to specifically identify forward-looking statements. Those statements appear in a number of places in this Form 10-KSB and in other places, particularly, Management's Discussion and Analysis or Results of Operations, and include statements regarding the intent, belief or current expectations of our directors or our officers with respect to, among other things: (i) our liquidity and capital resources; (ii) our financing opportunities and plans and (iii) our future performance and operating results. Investors and prospective investors are cautioned that any such forward-looking statements are not guarantees of

future performance and involve risks and uncertainties, and that actual results may differ materially from those projected in the forward-looking statements as a result of various factors. The factors that might cause such differences include, among others, the following: (i) any material inability of us to successfully internally develop our products; (ii) any changes in technology that might affect the competitive positioning of our products and services; (iii) any inability to manage our growth; (iv) any adverse effect or limitations caused by Governmental regulations; (v) any adverse effect on our positive cash flow and abilities to obtain acceptable financing in connection with our growth plans; (vi) any increased competition in business; (vii) any inability of us to successfully conduct our business in new markets; and (viii) other risks including those identified in our filings with the Securities and Exchange Commission. We undertake no obligation to publicly update or revise the forward looking statements made in this Form 10-KSB to reflect events or circumstances after the date of this Form 10-KSB or to reflect the occurrence of unanticipated events.

ITEM 7. FINANCIAL STATEMENTS

NEOGENOMICS, INC.

(A DEVELOPMENT STAGE ENTERPRISE)

CONSOLIDATED FINANCIAL STATEMENTS
AS OF AND FOR
VARIOUS PERIODS ENDED
DECEMBER 31, 2002 AND 2001,
AND
INDEPENDENT AUDITORS' REPORT

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INDEPENDENT AUDITORS' REPORT
- ----------

To the Board of Directors and stockholders of NeoGenomics, Inc. and subsidiary:

We have audited the accompanying consolidated balance sheet of NeoGenomics, Inc. and subsidiary (collectively the "Company"), a development stage enterprise, as of December 31, 2002, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for the year then ended, and for the periods June 1, 2001 (date of incorporation) to December 31, 2001 and 2002. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2002, and the results of its operations and its cash flows for the year then ended and for the periods June 1, 2001 (date of incorporation) to December 31, 2001 and 2002, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Notes A and B to the consolidated financial statements, the Company has suffered recurring losses from operations and will require a significant amount of capital to implement its business plan. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note B. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Kingerly, Crouse & Hohl, P.A.

May 16, 2003
Tampa, FL

NEOGENOMICS, INC.
(A DEVELOPMENT STAGE ENTERPRISE)

CONSOLIDATED BALANCE SHEET AS OF DECEMBER 31, 2002

<TABLE>
<CAPTION>

<S> <C>

ASSETS
- ----------

CURRENT ASSETS:

Accounts receivable (net of allowance for doubtful accounts of $12,762)	$ 40,082
Lab supplies	19,306
Other	2,000
Total current assets	61,388
FURNITURE AND EQUIPMENT (net of accumulated depreciation of $38,364)	382,535
OTHER ASSETS - Deposits	3,916
TOTAL	$ 447,839

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES:	
Due to bank	$ 13,518
Accounts payable	119,840
Deferred revenue	100,000
Due to affiliates	142,332
Accrued and other liabilities	48,804
Total current liabilities	424,494
STOCKHOLDERS' EQUITY:	
Common stock, $.001 par value, (100,000,000 shares authorized; 4,482,354 shares issued and outstanding)	4,482
Additional paid-in capital	8,687,353
Deficit accumulated during the development stage	(8,668,490)
Total stockholders' equity	23,345
TOTAL	$ 447,839

</TABLE>
See notes to consolidated financial statements.

NEOGENOMICS, INC.

(A DEVELOPMENT STAGE ENTERPRISE)

CONSOLIDATED STATEMENTS OF OPERATIONS

<TABLE>
<CAPTION>

	For the Year Ended December 31, 2002	For the period June 1, 2001 (date of incorporation) to December 31, 2001	For the Period June 1, 2001 (date of incorporation) to December 31, 2002
<S>	<C>	<C>	<C>
NET REVENUE	$ 93,491	$ 1,000	$ 94,491
COST OF REVENUE	189,958	-	189,958
GROSS MARGIN (DEFICIT)	(96,467)	1,000	(95,467)
OTHER OPERATING EXPENSES:			
Stock based compensation, net of option cancellations	(41,177)	7,960,600	7,919,423
General and administrative	481,969	118,366	600,335
Research and development	46,414	-	46,414
Interest expense	6,851	-	6,851

Total other operating expenses.	494,057	8,078,966	8,573,023
NET LOSS	$ (590,524)	$ (8,077,966)	$ (8,668,490)
NET LOSS PER SHARE - Basic and Diluted	$ (0.14)	$ (2.14)	
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING - Basic and Diluted	4,212,894	3,771,101	

</TABLE>

See notes to consolidated financial statements.

NEOGENOMICS, INC.

(A DEVELOPMENT STAGE ENTERPRISE)

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2002 AND
THE PERIODS JUNE 1, 2001 (DATE OF INCORPORATION) TO DECEMBER 31, 2001 AND 2002

<TABLE>
<CAPTION>

	Common Stock Shares	Common Stock Amount	Additional Paid-In Capital	Deferred Stock Compensation	Deficit accumulated during the development stage	Total
<S>	<C>	<C>	<C>	<C>	<C>	<C>
BALANCES, JUNE 1, 2001.	-	$ -	$ -	$ -	$ -	$ -
Common stock issued to founders at Inception	2,385,000	2,385	7,126,115	-	-	7,128,500
Services and office space contributed by founding stockholder	-	-	26,500	-	-	26,500
Common stock issued Nov 14, 2001 for acquisition of American Communications Enterprises, Inc. . . .	1,317,339	1,317	(172,240)	-	-	(170,923)
Common stock issuances for services:						
at $3.00 per share on November 5, 2001	47,897	48	143,642	-	-	143,690
at $2.00 per share on November 20,2001	221,406	222	442,590	-	-	442,812
Conversion of stockholder advances on November 21, 2001.	78,358	78	156,838	-	-	156,916
Deferred stock compensation related to stock option grants.	-	-	4,036,500	(4,036,500)	-	-
Amortization of deferred stock compensation.	-	-	-	245,598	-	245,598
Net loss.	-	-	-	-	(8,077,966)	(8,077,966)
BALANCES, DECEMBER 31, 2001	4,050,000	4,050	11,759,945	(3,790,902)	(8,077,966)	(104,873)
Contribution of services and office space	-	-	9,759	-	-	9,759
Common stock issuances for services:						
at $1.00 per share on July 23, 2002 .	138,339	138	140,276	-	-	140,414
at $1.00 per share on September 3, 2002	38,431	38	39,569	-	-	39,607
at $1.00 per share on November 22, 2002	45,612	46	48,953	-	-	48,999
Conversion of stockholder advances:						
at $3.33 per share on June 7, 2002. .	90,000	90	299,910	-	-	300,000
at $3.33 per share on August 30, 2002	90,000	90	299,910	-	-	300,000
at $3.33 per share on November 22, 2002	30,000	30	99,970	-	-	100,000
Contribution of stockholder advances on December 23, 2002.	-	-	25,561	-	-	25,561
Cancellation of stock option. . . .	-	-	(4,036,500)	3,790,902	-	(245,598)

Adjustment for fractional shares in connection with reverse stock split .	(28)	-	-	-	-	-
Net loss.	-	-	-	-	(590,524)	(590,524)
BALANCES, DECEMBER 31, 2002	4,482,354	$ 4,482	$ 8,687,353	$ -	$(8,668,490)	$ 23,345

</TABLE>
See notes to consolidated financial statements.

NEOGENOMICS, INC.

(A DEVELOPMENT STAGE ENTERPRISE)

CONSOLIDATED STATEMENTS OF CASH FLOWS

<TABLE>
<CAPTION>

	For the Year Ended December 31, 2002	For the Period June 1, 2001 (date of incorporation) to December 31, 2001	For the Period June 1, 2001 (date of incorporation) to December 31, 2002
<S>	<C>	<C>	<C>
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss.	$ (590,524)	$ (8,077,966)	$(8,668,490)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation	38,291	73	38,364
Amortization of deferred stock compensation.	(245,598)	245,598	-
Stock based compensation and consulting.	204,421	7,715,002	7,919,423
Provision for bad debts.	22,120	-	22,120
Other non-cash expenses.	9,759	26,500	36,259
Changes in assets and liabilities, net:			
Increase in accounts receivable, net.	(62,202)	-	(62,202)
Increase in lab supplies.	(19,306)	-	(19,306)
Increase in other current assets.	(2,000)	-	(2,000)
Increase in deposits.	(2,616)	(1,300)	(3,916)
Increase in due to bank	13,518	-	13,518
Increase in deferred revenues	100,000	-	100,000
Increase in accounts payable and accrued and other liabilities	149,341	14,686	164,027
NET CASH USED IN OPERATING ACTIVITIES	(384,796)	(77,407)	(462,203)
CASH FLOWS FROM INVESTING ACTIVITIES:			
Purchases of property and equipment	(417,999)	(2,900)	(420,899)
Cash acquired in acquisition.	-	209	209
NET CASH USED IN INVESTING ACTIVITIES	(417,999)	(2,691)	(420,690)
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES-			
Advances from affiliates, net	725,579	157,314	882,893
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS.	(77,216)	77,216	-
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	77,216	-	-
CASH AND CASH EQUIVALENTS, END OF PERIOD.	$ -	$ 77,216	$ -

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Interest paid	$ 924	$ -	$ 924
Income taxes paid	$	$ -	$ -

SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:

Stock issued in acquisition of American Communications Enterprises:			
Accounts payable	$ -	$ 14,216	$ 14,216
Advances from stockholder	-	156,916	156,916
Total	$ -	$ 171,132	$ 171,132
Stockholder advances converted to common stock	$ 725,561	$ 156,916	$ 882,477
Deferred compensation on grants of stock options	$ (4,036,500)	$ 4,036,500	$ -

</TABLE>

See notes to consolidated financial statements.

NEOGENOMICS, INC.

(A DEVELOPMENT STAGE ENTERPRISE)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE A - FORMATION AND OPERATIONS OF THE COMPANY

NeoGenomics, Inc. ("NEO") was incorporated under the laws of the state of Florida on June 1, 2001 and on November 14, 2001 agreed to be acquired by American Communications Enterprises, Inc. ("ACE"). ACE was formed in 1998 and succeeded to NEO's name on January 3, 2002 (collectively referred to as "we", "us", "our").

For financial statement purposes, the acquisition was treated as a reverse acquisition and a recapitalization with NEO being treated as the acquirer. In connection therewith, ACE issued 2,385,000 shares of its common stock to NEO's founder and sole stockholder in exchange for all of NEO's issued and outstanding common shares. The value of these shares, which was based on the number, and fair value, of shares issued ($3.00 per share based on the price at which ACE's shares were trading at that time) was included in stock based compensation in the accompanying 2001 consolidated statement of operations. Immediately before the acquisition, ACE had 1,317,339 shares outstanding and liabilities in excess of assets of approximately $170,000. Since the transaction was accounted for as a purchase, the deficiency of $170,000 was reflected as an adjustment to stockholders' equity as of the acquisition date. On November 21, 2001, we settled approximately $157,000 of these liabilities through the issuance of approximately 78,000 shares of our common stock at approximately $2.00 per share, which approximated the quoted market price of our common shares on that date.

On April 4, 2003, we amended our articles of incorporation to (1) effect a one-for-100 reverse split, (2) reduce the authorized number of common shares from 500,000,000 to 100,000,000, and (3) authorize 10,000,000 shares of preferred stock for future issuance, with such terms, restrictions and limitations as may be established by the Board of Directors.

As a result of the above, all references to the number of shares and par value in the accompanying consolidated financial statements and notes thereto have been adjusted to reflect the reverse acquisition and April 2003 reverse stock split as though all such changes had been completed as of June 1, 2001.

At December 31, 2002, we were considered to be a development stage (as defined in Financial Accounting Standards Board Statement No. 7), bio-tech company organized for the principal purpose of developing a genetic and molecular

biology testing and genomic research center. We commenced our planned principal operations in 2003.

Principles of Consolidation
- ----------

The accompanying consolidated financial statements include the accounts of NEO and ACE. All significant intercompany accounts and balances have been eliminated in consolidation.

Revenue Recognition
- ----------

Net revenues are recognized in the period when tests are performed and consist primarily of net patient revenues that are recorded based on established billing rates less estimated discounts for contractual allowances principally for patients covered by Medicare, Medicaid and managed care and other health plans. These revenues also are subject to review and possible audit by the payors. We believe that adequate provision has been made for any adjustments that may result from final determination of amounts earned under all the above arrangements. There are no known material claims, disputes or unsettled matters with any payors that are not adequately provided for in the accompanying consolidated financial statements.

Allowance for Doubtful Accounts
- ----------

We provide for accounts receivable that could become uncollectible in the future by establishing an allowance to reduce the carrying value of such receivables to their estimated net realizable value. We estimate this allowance based on the aging of its accounts receivable and our historical collection experience for each type of payor.

Concentrations of Credit Risk
- ----------

We grant credit without collateral to our patients, most of whom are local residents and are insured under third-party payor agreements. At of December 31, 2002, approximately 31.1% and 18.6% of our receivables were from Medicare and Blue Cross/Blue Shield, respectively.

Use of Estimates
- ----------

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires us to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. The reported amounts of revenues and expenses during the reporting period may be affected by the estimates and assumptions we are required to make. Estimates that are critical to the accompanying consolidated financial statements include estimates related to contractual adjustments, and the allowance for doubtful accounts. It is at least reasonably possible that our estimates could change in the near term with respect to these matters

Financial Instruments
- ----------

We believe the book value of our current assets and liabilities approximates their fair values due to their short-term nature.

Furniture and equipment
- ----------

Furniture and equipment are stated at cost. Major additions are capitalized, while minor additions and maintenance and repairs, which do not extend the useful life of an asset, are expensed as incurred. Depreciation is provided using the straight-line method over the assets' estimated useful lives of five years.

Long-Lived Assets

- ----------

Statement of Financial Accounting Standards (SFAS) 144, "Accounting for the Impairment or Disposal of Long-Lived Assets" requires that long-lived assets, including certain identifiable intangibles, be reviewed for impairment whenever events or changes in circumstances indicate that the carrying value of the assets in question may not be recoverable. We evaluated our long-lived assets during 2002 and determined that they were not impaired at of December 31, 2002. Accordingly, the adoption of SFAS 144 did not have a significant impact on our consolidated financial statements.

Income Taxes
- ----------

We compute income taxes in accordance with Financial Accounting Standards Statement No. 109 "Accounting for Income Taxes" ("SFAS 109"). Under SFAS 109, deferred taxes are recognized for the tax consequences of temporary differences by applying enacted statutory rates applicable to future years to differences between the financial statement carrying amounts and the tax basis of existing assets and liabilities. Also, the effect on deferred taxes of a change in tax rates is recognized in income in the period that included the enactment date. There were no significant temporary differences as of December 31, 2002.

Stock-Based Compensation
- ----------

We account for equity instruments issued to employees for services based on the fair value of the equity instruments issued and account for equity instruments issued to those other than employees based on the fair value of the consideration received or the fair value of the equity instruments, whichever is more reliably measurable.

We have adopted SFAS No 123, "Accounting for Stock-Based Compensation" which requires us to recognize as expense the fair value of all stock-based awards on the date of grant, or continue to apply the provisions of Accounting Principles Board Opinion No. 25 and provide pro-forma net income (loss) earnings per share disclosure for employee stock option grants and all other stock-based compensation as if the fair-value-based method defined in SFAS 123 had been applied. We have elected to continue to apply APB 25 in accounting for our stock option plan.

Statement of Cash Flows
- ----------

For purposes of the statement of cash flows, we consider all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents.

Net Loss Per Common Share
- ----------

We compute loss per share in accordance with Financial Accounting Standards Statement No. 128 "Earnings per Share" ("SFAS 128") and SEC Staff Accounting Bulletin No. 98 ("SAB 98"). Under the provisions of SFAS No. 128 and SAB 98, basic net loss per share is computed by dividing the net loss available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted net loss per share is computed by dividing the net loss for the period by the weighted average number of common and common equivalent shares outstanding during the period. Common equivalent shares outstanding as of December 31, 2001, which consisted of employee stock options, were excluded from diluted net loss per common share calculations as of such date because they were anti-dilutive. There were no such options outstanding at December 31, 2002. Accordingly, basic and diluted net loss per share are identical for the year ended December 31, 2002 and the period June 1, 2001 (date of acquisition) to December 31, 2001.

Advertising Costs
- ----------

We expense advertising costs as they are incurred. Advertising costs approximated $2,300 and $200, respectively, during the year ended December 31,

2002, and the period June 1, 2001 (date of incorporation) to December 31, 2001.

Recent Pronouncements
- ----------

In July 2001 the Financial Accounting Standards Board (FASB) issued SFAS 141, "Business Combinations", and SFAS 142, "Goodwill and Intangible Assets". SFAS 141 is effective for all business combinations completed after June 30, 2001. SFAS 142 is effective for the year beginning January 1, 2002; however certain provisions of that Statement apply to goodwill and other intangible assets acquired between July 1, 2001, and the effective date of SFAS 142. Because we had no goodwill as of December 31, 2001, the adoption of SFAS 142 did not have a significant material impact on our consolidated financial statements.

In June 2001, the FASB issued SFAS No. 143, "Accounting for Asset Retirement Obligations". SFAS No. 143 requires entities to record the fair value of a liability for an asset retirement obligation in the period in which it is incurred, and to capitalize a corresponding amount by increasing the carrying amount of the related long-lived asset. The liability is accreted to its present value each subsequent period, and the capitalized cost is depreciated over the useful life of the related long-lived asset. SFAS No. 143 will be effective for exit or disposal activities initiated after December 31, 2002. We do not anticipate that our adoption of SFAS No. 143, as required on January 1, 2003, will have a material impact on our consolidated financial position or results of operations

In June 2002, the FASB issued SFAS No. 146, "Accounting for Costs Associated with Exit or Disposal Activities". SFAS No. 146 requires that the liability for a cost associated with an exit or disposal activity be recognized at its fair value when the liability is incurred. Under previous guidance, a liability for certain exit costs was recognized at the date that management committed to an exit plan, which was generally before the actual liability has been incurred. SFAS No. 146 will be effective for exit or disposal activities initiated after December 31, 2002. We do not anticipate that our adoption of SFAS No. 146, as required on January 1, 2003, will have a material impact on our consolidated financial position or results of operations.

In December 2002, the FASB issued SFAS No.148, "Accounting for Stock-Based Compensation - Transition and Disclosure, an amendment of SFAS No. 123." This standard provides alternative methods of transition for companies that voluntarily change to the fair value based method of accounting for stock-based employee compensation. It also requires prominent disclosure about the effects on reported net income of the company's accounting policy decisions with respect to stock based employee compensation in both annual and interim financial statements. The transition provisions and annual disclosure requirements are effective for all fiscal years ending after Dec. 15, 2002, while the interim period disclosure requirements are effective for all interim periods beginning after Dec. 15, 2002. The adoption of SFAS No. 148 did not have a significant impact on our consolidated financial position or results of operations.

NOTE B - GOING CONCERN

Our consolidated financial statements were prepared using accounting principles generally accepted in the United States of America applicable to a going concern, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. We have incurred significant losses since our inception, and have experienced and continue to experience negative operating margins and negative cash flows from operations. In addition, we expect to have ongoing requirements for substantial additional capital investment to implement our business plan. Since our inception, our operations have been funded through private equity, and we expect to continue to seek additional funding through private or public equity. As discussed at Note G, in connection with this matter, in April 2003, we secured a commitment from a related entity to provide us with $1.5 million of debt financing in the form of a revolving credit facility. In addition, we have recently completed laboratory facilities to run scientific tests that we believe will begin to generate operating revenues. However, there can be no assurance that we will be successful in these efforts, or that the credit facility will be adequate to meet our needs. These factors, among others, indicate that we may be unable to continue as a going concern for a reasonable period of time.

Our consolidated financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should we be unable to continue as a going concern.

NOTE C - INCOME TAXES

We recognized losses for both financial and tax reporting purposes during each of the periods in the accompanying consolidate statements of operations. Accordingly, no provision for income taxes and/or deferred income taxes payable have been provided for in the accompanying consolidated financial statements.

Since our incorporation, we have incurred net operating losses for income tax purposes of approximately $724,500 (the significant difference between this amount, and our deficit of $8,668,490, arises primarily from certain stock based compensation that is considered to be a permanent difference). Assuming that the transaction discussed at Note G does not trigger certain "change in control" provisions of the Internal Revenue Code, these net operating loss carryforwards will expire in various years through the year ended December 31, 2022. However, we have established a valuation allowance to fully reserve the related deferred income tax asset as such asset did not meet the required asset recognition standard established by SFAS 109.

At December 31, 2002 we had no deferred tax liabilities and our non-current deferred income tax asset (assuming an effective income tax rate of approximately 39%) consisted of the following:

<TABLE>
<CAPTION>

Non-current deferred income tax asset:	Amounts
<S>	<C>
Net operating loss carryforwards . . .	$282,600
Less valuation allowance	(282,600)
Total.	$ -

</TABLE>

The income tax benefit consists of the following for the year ended December 31, 2002:

<TABLE>
<CAPTION>

<S>	<C>
Current	$ -
Deferred.	156,600
Change in valuation allowance	(156,600)
	$ -

</TABLE>

NOTE D - INCENTIVE STOCK OPTIONS AND AWARDS

In October 2002 our president agreed to cancel his option to purchase 1.35 million shares of our common stock that he was granted in 2001.

The status of our stock options is summarized as follows:

<TABLE>
<CAPTION>

	Number Of Shares	Weighted Average Exercise Price
<S>	<C>	<C>
Outstanding at June 1, 2000. . .	-	-

Granted.	1,350,000	$ 0.01
Exercised.	-	-
Canceled	-	-
Outstanding at December 31, 2001	1,350,000	0.01
Granted.	-	-
Exercised.	-	-
Canceled	(1,350,000)	0.01
Outstanding at December 31, 2002	-	$ -

We account for our stock-based compensation using the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees". With respect to stock options granted during 2001, we initially recorded deferred stock compensation of $4,036,500, for the difference between the exercise price and the fair value of the common stock underlying the options on the date of the grant. This amount was being amortized consistent with the method described in FASB Interpretation No. 28 over the vesting period of the individual options, estimated to be 13-38 months. During 2002, as a result of the cancellations of the options, we reversed all previously recorded amortization of the deferred stock compensation.

Had our compensation expense for stock-based compensation plans been determined based upon fair values at the grant dates for awards under this plan in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation," our net loss and pro forma net loss per share amounts would have been reflected as follows:

	2002	2001
Net loss:		
As reported	$(590,524)	$(8,077,966)
Pro forma .	$(590,524)	$(8,083,966)

Loss per share:		
As reported	$(0.14)	$(2.14)
Pro forma .	$(0.14)	$(2.14)

The weighted average fair value of options granted during 2001, estimated on the date of grant using the Black-Scholes option-pricing model, was approximately $3.00. The fair value of options granted was estimated on the date of the grants using the following approximate assumptions: dividend yield of 0 %, expected volatility of 5.32%, risk-free interest rate of 4%, and an expected life of 3 years.

In addition to the above, we have a stock option plan that provides for the granting of stock options and awards to officers, directors, employees and consultants. We are authorized to grant awards for up to 1 million shares of our common stock, none of which have been granted as of December 31, 2002. Vesting and exercise price provisions will be determined by the board of directors at the time the awards are granted.

NOTE E - COMMITMENT

During September 2002, we entered into an agreement to perform collaborative research with Ciphergen Biosystems ("Ciphergen"). If a patented product or service results from this research, the patenting party will be obligated to pay

a 4% royalty to the other party. In addition, each of us are to own 50% of any inventions developed jointly as a result of this research. In October 2002, Ciphergen awarded us with a $100,000 research grant, which we have agreed to use to purchase supplies, labor and equipment for the research. As of December 31, 2002, we have not performed any of the testing, or spent any of the $100,000; accordingly, such amount has been recorded as deferred revenue in the accompanying consolidated balance sheet.

In May 2003, we entered into a three year lease for our operating facility. The lease, which is scheduled to commence on July 1, 2003, requires average monthly rental payments of approximately $6,000 during the lease term (including estimated operating and maintenance expenses and sales tax). The lease contains a provision that allows us to extend the lease for two terms of three years each. Rent expense under our previous lease arrangement approximated $25,000 and $5,500 during the year ended December 31, 2002 and the period June 1, 2001 (date of incorporation) to December 31, 2001, respectively.

NOTE F- OTHER RELATED PARTY TRANSACTIONS

During 2002 and 2001 we received net advances of approximately $625,000 and $100,000, respectively, from Tampa Bay Financial, Inc., ("TBF") one of our stockholders. These advances, which were non-interest bearing, unsecured and due on demand, were converted to approximately 210,000 shares of our common stock in 2002 using a conversion price of $3.33 per share (which amount was greater than the approximate quoted market price of our common shares on the conversion dates).

During November 2001, we entered into an agreement with TBF to provide us with consulting services and pay certain of our expenses, including the salary of our chief financial officer and costs incurred in preparing required filings under securities laws. The term of this agreement was for one year and was terminated in 2002. During 2002 and 2001, we incurred expenses of approximately $105,000 and $15,000, respectively, related to this agreement. In 2002 the related liability was settled through three separate issuances (totaling 117,000 shares) of our common stock using a conversion price of approximately $1.00 per share (which amount approximated the quoted market price of our common shares on the settlement dates).

During 2002, we issued approximately 105,000 shares of our common stock in settlement of approximately $110,000 of our president's accrued salary. The conversion price of approximately $1.00 per share approximated the quoted market price of our common shares on the settlement dates.

We occasionally borrow funds from the Naples Women's Center ("NWC"), a company owned by our president, to meet our short-term cash needs. These amounts have been advanced to us with a stated interest rate of 8% and are due upon demand. At December 31, 2002, we owed NWC approximately $117,000. Approximately $58,700 of this amount was repaid in April 2003 in connection with the financing transaction described in Note G.

In December 2002, in order to meet short term cash needs, we borrowed $25,000 from two individuals who are affiliates of Medical Venture Partners, LLC ("Medical Venture Partners"), a venture capital firm with whom we were negotiating a financing transaction (see Note G). These amounts, having a stated interest rate of 8%, were repaid in April 2003 in connection with the financing transaction described in Note G.

NOTE G - OTHER SUBSEQUENT EVENTS

On April 15, 2003, we entered into debt and equity financing agreements with Medical Venture Partners and its principals. Under the terms of the agreements, affiliates of Medical Venture Partners purchased approximately 75% of our outstanding common stock and agreed to make available up to $1.5 million of debt financing in the form of a revolving credit facility. The debt financing and approximately 50.5% of the equity investment are being made through MVP 3, LP, a fund controlled by Medical Venture Partners. The remainder of the equity investment was made by the three principals of Medical Venture Partners acting individually.

Under the terms of the loan agreement, we will be able to borrow up to 80% of "eligible" accounts receivable, 50% of our net furniture and equipment balance,

and up to $500,000 on an unsecured basis. As a condition to these transactions, NEO, our President, MVP 3 LP and the principals of Medical Venture Partners entered into a shareholders agreement that provides that MVP 3, LP will have the right to appoint up to four of seven of our directors. We also entered into a Registration Rights Agreement with MVP 3 LP and the principals of Medical Venture Partners granting them certain demand and piggyback registration rights.

At the time of the closing of this transaction, we entered a one year employment agreement with our President. The agreement, which renews automatically for an unlimited number of terms of one year (unless a "Notice of Termination" is delivered), provides for a base salary equal to 20% of the cash flow generated by NEO (subject to a monthly cap of $20,000). In addition, the agreement provides for a bonus of 10% of any amount by which our quarterly net revenues exceed certain targets as established by our Board of Directors.

End of Financial Statements

ITEM 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

On March 18, 2002, we engaged Kingery, Crouse & Hohl, P.A., as our principal independent accountant to audit our financial statements beginning with the fiscal year ending December 31, 2001. The decision to change our principal accountant was recommended by our Board of Directors. Accordingly, the engagement of Sprouse & Anderson, LLP, our prior independent accountants was not renewed, effective March 18, 2002.

During our two most recent fiscal years, and during the period from January 1, 2002 to March 18, 2002, there was no disagreement with Sprouse & Anderson, LLP, on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreement, if not solved to their satisfaction would have caused them to make reference in connection with their opinion to the subject matter of the disagreement.

The audit reports on our financial statements as of and for the years ended December 31, 2000 and December 31, 1999 did not contain any adverse opinion or disclaimer opinion, nor were they qualified or modified as to uncertainty, audit scope or accounting principles. However, such reports contained an explanatory paragraph regarding the uncertainty about our ability to continue as a going concern.

PART III

ITEM 9. DIRECTORS AND EXECUTIVE OFFICERS OF THE COMPANY

The following table sets forth certain information regarding our executive officers and directors as of May 15, 2003:

<TABLE>
<CAPTION>

Name	Age	Position
<S>	<C>	<C>
Michael T. Dent	38	President, Chief Medical Officer, and Chairman
Kevin Lindheim.	43	Director

</TABLE>

Michael T. Dent M.D. - President, Chief Medical Officer and Chairman

Dr. Dent has been our President and Chief Medical Officer since April 2003. Prior to that Dr. Dent was our President and Chief Executive Officer from June 2001, when he founded NeoGenomics, to April 2003. Dr. Dent founded the Naples Women's Center in 1996. He received his training in Obstetrics and Gynecology at the University of Texas in Galveston. He received his M.D. degree from the University of South Carolina in Charleston, S.C. in 1992 and a B.S. degree from Davidson College in Davidson, N.C. in 1986. He is a member of the American Association of Cancer Researchers and a Diplomat and fellow of the American College of Obstetricians and Gynecologists. He sits on the Board of the Florida Life science Biotech Initiative.

Kevin Lindheim - Director

Mr. Lindheim has served as a director since February, 2002. He is the President and Chief Executive Officer of Florida Valuation and Consultants, Inc., a full service commercial real estate advisory firm, a position he has held since 1992. He holds a B.S. Degree in Accounting from Louisiana University, and a postgraduate degree in Real Estate from Tulane University.

ITEM 10. EXECUTIVE COMPENSATION

The following table provides certain summary information concerning compensation paid by the Company to or on behalf of our most highly compensated executive officers for the fiscal years ended December 31, 2001, 2000 and 1999:

SUMMARY COMPENSATION TABLE

<TABLE>
<CAPTION>

Name and Principal Capacity	Year	Salary	Other Compensation
<S>	<C>	<C>	<C>
Dr. Michael T. Dent	2002	$130,669(1)	-
President, Chief Medical Officer, and Chairman . . .	2001	9,600(1)	$ 0 (2)
	2000	-	-
Matthew Veal (3)	2002	$ -	44,000 (4)
Former Chief Financial Officer, and Former Director.	2001	$ 0	$99,679 (4)
	2000	-	-

</TABLE>

(1) During 2002, Dr. Dent Received 105,636 shares of the Company's common stock in lieu of cash salary payments due to him for salary earned in 2001 and the first nine months of 2002. Such shares were collectively valued at $109,021 at the various times of issue and were issued pursuant to a Registration Statement on Form S-8. As of May 14, 2003, Dr. Dent had not sold any of this stock or any other stock in the Company. The remaining $31,248 of salary earned by Dr. Dent was earned in the fourth quarter of 2002 and has been accrued as a cash obligation of the Company. As of May 15, 2003, it had not yet been paid.

(2) In November, 2001, Dr. Dent received options to purchase 1,350,000 shares of common stock at $0.01 per share pursuant to an Option Agreement. This Option Agreement was terminated effective October 1, 2002 and Dr. Dent gave up any right or claim to such options.

(3) Mr. Veal resigned Chief Financial Officer on November 22, 2002 and resigned as a Director on May 22, 2002.

(4) Paid in shares of Company common stock issued pursuant to Registration Statement on Form S-8.

EMPLOYMENT AGREEMENTS.

We entered into a new Employment Agreement with Dr. Michael Dent on April 15, 2003 to serve as our President and Chief Medical Officer.

The employment agreement has an initial term of one year and will be automatically renewed for an unlimited number of additional terms of one year each unless either party elects to terminate the agreement. During the term of employment, Dr. Dent will serve as the President and Chief Medical Officer of the Company. Dr. Dent has agreed to devote at least 20% of his business time and efforts to the business affairs of the Company during the term of the agreement with such percentage subject to increase in certain instances. During the term of his employment Dr. Dent will be eligible to receive a base salary in any given month equal to 20% of the Operating Subsidiary's cash flow from operating activities for the preceding month (as reported on Operating Subsidiary's Statement of Cash Flows) subject to a $20,000 cap for any given month. Dr. Dent is also eligible to receive a bonus, on a quarterly basis, equal to 10% of the amount by which the Company's quarterly net revenues exceed targets established by the Company's Board of Directors. For the fiscal year

2003, such quarterly targets are as follows:

For the quarter ending June 30, 2003	$125,000
For the quarter ending September 30, 2003	$250,000
For the quarter ending December 31, 2003	$500,000

The new employment agreement also provides that once Dr. Dent is devoting 50% or more of his time to the business, the Company will pay for heath insurance for Dr. Dent and his family.

ITEM 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information as of May 15, 2003, with respect to each person known by the Company to own beneficially more than 5% of the Company's outstanding common stock, each director and officer of the Company and all directors and executive officers of the Company as a group. The Company has no other class of equity securities outstanding other than common stock.

<TABLE>
<CAPTION>

Name And Address Of Beneficial Owner	Amount and Nature Of Beneficial Ownership	Percent Of Class
<S>	<C>	<C>
MVP 3, LP (1) 1740 Persimmon Drive Naples, FL 34109	9,303,279	50.5%
John E. Elliott (2) 2709 Buckthorn Way Naples, FL 34105	10,844,540	58.9%
Steven C. Jones (3) 1740 Persimmon Drive Naples, FL 34109	10,844,540	58.9%
Lawrence R. Kuhnert (4) 5120 Timberview Terrace Orlando, FL 32819	10,844,540	58.9%
Michael T. Dent M.D. 1726 Medical Blvd. Naples, FL 34110	2,490,634	13.5%
Kevin Lindheim 9220 Bonita Beach Road Bonita Springs, FL 34135	3,845	*
Directors and Officers as a Group (2 persons)	2,494,479	13.6%

</TABLE>

less than 1.0%

(1) MVP 3, LP has direct ownership of 9,303,279 shares. The general partner of MVP 3, LP is Medical Venture Partners, LLC, which has John E. Elliott, Steven C. Jones and Larry R. Kuhnert as its members.

(2) John E. Elliott has direct ownership of 1,541,261 shares, but as a member of the general partner of MVP 3, LP, he has the right to vote all shares held by MVP 3, LP, thus 9,303,279 shares have been added to his total.

(3) Steven C. Jones has direct ownership of 1,541,261 shares, but as a member of the general partner of MVP 3, LP, he has the right to vote all shares held by MVP 3, LP, thus 9,303,279 shares have been added to his total.

(4) Larry R. Kuhnert has direct ownership of 1,541,261 shares, but as a member of the general partner of MVP 3, LP, he has the right to vote all

shares held by MVP 3, LP, thus 9,303,279 shares have been added to his total.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The executive offices of the Company share space, on a rent-free basis, with Naples Women's Center ("NWC"), a company owned by Dr. Michael Dent, our Chairman and President. In addition, Naples Women's Center provides bookkeeping services to the Company free of charge.

During 2001 and 2002, we borrowed funds from the Naples Women's Center to meet our short-term cash needs. At December 31, 2002, we owed NWC approximately $117,332. $58,666 of this amount was repaid on April 17, 2003.

During the period December 2002 to April 2003, AMI Holdings Corp. (a company controlled by John E. Elliott), Steven C. Jones and Lawrence R. Kuhnert advanced $177,000 under various short term bridge loan agreements. Messrs. Elliott, Jones and Kuhnert are the three principals of MVP 3, LP, which consummated debt and equity financing transactions with the Company on April 15, 2003. All of these advances, plus $2,493 of accrued interest, were repaid to these individuals on April 17, 2003.

In order to facilitate the administration of MVP 3's revolving credit facility with the Company and fund it, MVP 3 arranged a similar credit facility with Fifth Third Bank. On April 15, 2003, the Company provided a guaranty of MVP 3's obligations to Fifth Third Bank for all amounts that are directly passed through MVP 3 and further loaned to the Company and has pledged all of its business assets to both Fifth Third Bank and MVP 3, LP.

PART IV

ITEM 13. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8-K

(A) EXHIBITS

The following exhibits are filed (or incorporated by reference herein) as part of this Form 10-KSB.

EXHIBIT NUMBER	DESCRIPTION
3.1.2	Amendment to Articles of Incorporation filed with the Nevada Secretary of State on January 3, 2002.
3.1.3	Amendment to Articles of Incorporation filed with the Nevada Secretary of State on April 11, 2003.
3.2.1	Amended & Restated Bylaws, dated April 15, 2003.
10.1	American Communications Enterprises, Inc. 2000 Stock Plan (previously filed as Exhibit 10.7 to Form 10-KSB filed April 16, 2001).
10.2	Plan of Exchange, dated as of November 14, 2001, among the Company, Tampa Bay Financial, Inc., Dr. Dent, M.D. and NeoGenomics, Inc. (Previously filed as Exhibit 2.1 to Form 10-QSB on November 19, 2001).
10.3	Employment Agreement, dated as of November 16, 2001, between the Company and Michael T. Dent, M.D. (previously filed as Exhibit 10.16 to Form 10-QSB on November 19, 2001).
10.4	Stock Option Agreement, dated as of November 16, 2001, between the Company and Michael T. Dent, M.D. (previously filed as Exhibit 10.15 to Form 10-QSB on November 19, 2001).
10.5	Consulting Agreement, dated as of November 16, 2001, between the Company and Tampa Bay Financial, Inc. (previously filed as Exhibit 10.14 to Form 10-QSB on November 19, 2001).
10.6	Shareholders Agreement, dated as of November 16, 2001, between the Company, the Operating Subsidiary, selected Company shareholders, Tampa Bay Financial, Inc and Michael T. Dent, M.D. (previously filed as Exhibit 10.15 to Form 10-QSB on November 19, 2001).
10.7	Letter Agreement, dated as of November 16, 2001, between the Company and Tampa Bay Financial, Inc. (previously filed as Exhibit 10.7 to Form 10-KSB on May 21, 2002).

10.8 Research and License Agreement Between the Company and Ciphergen Biosystems, Inc. (previously filed as Exhibit 10.8 to Form 10-QSB on November 20, 2002)

10.9 Employment Agreement, dated as of April 15, 2003, between the Company and Michael T. Dent, M.D.
10.10 Stock Purchase Agreement, dated as of April 15, 2003, between the Company and MVP 3, L.P.
10.11 Stock Purchase Agreement, dated as of April 15, 2003, between the Company and John E. Elliott.
10.12 Stock Purchase Agreement, dated as of April 15, 2003, between the Company and Steven C. Jones.
10.13 Stock Purchase Agreement, dated as of April 15, 2003, between the Company and Lawrence R. Kuhnert.
10.14 Shareholders Agreement, dated as of April 15, 2003, by and between the Company, MVP 3 LP, John E. Elliott, Steven C. Jones, Larry R. Kuhnert and Michael T. Dent.
10.15 Registration Rights Agreement, dated as of April 15, 2003, by and between the Company, MVP 3 LP, John E. Elliott, Steven C. Jones, Larry R. Kuhnert and Michael T. Dent.
10.16 Loan and Security Agreement, dated as of April 15, 2003, between the Company, the Operating Subsidiary and MVP 3, LP.
10.17 Security Agreement, dated as of April 15, 2003, between the Operating Subsidiary and MVP 3, LP.
10.18 Guaranty, dated as of April 15, 2003, by the Company in favor of MVP 3, LP.
10.19 Stock Pledge Agreement, dated as of April 15, 2003, between the Company, the Operating Subsidiary and MVP 3, L.P.
10.20 Loan and Security Agreement, dated as of April 15, 2003, by and between MVP 3 LP, Fifth Third Bank Florida, the Operating Subsidiary, John Elliott, Steven Jones, and Larry Kuhnert.
10.21 Security Agreement, dated as of April 15, 2003, between the Operating Subsidiary and Fifth Third Bank, Florida.
10.22 Guaranty, dated as of April 15, 2003, by the Operating Subsidiary in favor of Fifth Third Bank, Florida.
10.23 Real Estate Lease Agreement, dated as of May 13, 2003, between the Operating Subsidiary and Cambridge Management Associates LP.
21 The Company's only subsidiary is NeoGenomics, Inc., a Florida corporation (the "Operating Subsidiary").
99.1 Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

(B) REPORTS ON FORM 8-K.

The following reports on Form 8-K were filed with the SEC during the period from September 30, 2002 until the date of this report on Form 10-KSB.

1) On April 4,2003, we filed a Report of Form 8-K announcing that a majority of our shareholders had consented to amending our articles of incorporation to reduce the authorized number of shares of common stock from 500,000,000 shares to 100,000,000 shares and to authorize 10,000,000 shares of a new class of preferred stock. The shareholders also consented to effecting a 1:100 reverse stock split of our common stock.

2) On April 17, we filed a Report of Form 8-K announcing that the Company had experienced a change of control by virtue of the fact that MVP 3, LP and its affiliates had purchased 13,927,062 shares of our stock at a price of $0.01 per share.

ITEM 14. CONTROLS AND PROCEDURES

Within 90 days prior to the date of filing of this report, we carried out an evaluation, under the supervision and with the participation of our management, including the Chief Executive Officer, of the design and operation of our disclosure controls and procedures. Based on this evaluation, our Chief Executive Officer concluded that our disclosure controls and procedures are effective for the gathering, analyzing and disclosing the information we are required to disclose in the reports we file under the Securities Exchange Act of 1934, within the time periods specified in the SEC's rules and forms. There have been no significant changes in our internal controls or in other factors

that could significantly affect internal controls subsequent to the date of this evaluation.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

NeoGenomics, Inc.

By: /S/ Michael T. Dent

Michael T. Dent, M.D.
President and Chief Medical Officer

Date: May 16, 2003

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

SIGNATURE	TITLE	DATE
/S/ Michael T. Dent	Director, Principal Accounting Officer	May 16, 2003
/S/ Kevin J. Lindheim	Director	May 16, 2003

CERTIFICATION

I, Michael T. Dent, M.D., certify that:

1. I have reviewed this annual report on Form 10-KSB of Neogenomics, Inc;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report; and

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial position, results of operations, and cash flows of the registrant as of, and for, the periods presented in this annual report.

4. I am responsible for establishing and maintaining disclosure controls and procedures for the registrant and I have:

(i) designed such disclosure controls and procedures to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

(ii) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this annual report (the "Evaluation Date"); and

(iii) presented in this annual report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;

5. I have disclosed, based on my most recent evaluation, to the registrant's auditors and the audit committee of the board of directors (or persons fulfilling the equivalent function):

(i) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and

(ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and

6. I have indicated in this annual report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

May 16, 2003

/s/ Michael T. Dent, M.D
- ------------------------------
Michael T. Dent, M.D.
President, Chief Medical Officer and
Principal Accounting Officer

EXHIBIT INDEX

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99.1	Certification pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

EXHIBIT 3.1.3

CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
NEOGENOMICS, INC.
(F/K/A AMERICAN COMMUNICATIONS ENTERPRISES, INC.)

NEOGONOMICS, INC. (f/k/a AMERICAN COMMUNICATIONS ENTERPRISES, INC.), a corporation organized and existing under the laws of the State of Nevada (the "Corporation"), in order to amend its Articles of Incorporation in accordance with the requirements of Chapter 78, Nevada Statutes, does hereby certify as follows:

1. The Articles of Incorporation of the Corporation were filed by the Secretary of State of the State of Nevada on October 29, 1998, and amended on October 11, 2000, and further amended on October 24, 2000 and further amended on January 3, 2002.

2. The amendment to the Articles of Incorporation being effected hereby will completely delete Article Fourth of the Articles of Incorporation as of the date hereof, and substitute in its place the Article Fourth set forth below.

3. This amendment to the Articles of Incorporation was approved by the Board of Directors on April 3, 2003. The number of shares of the Corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation at the time of the amendment was 449,801,012. The amendment has been consented to and approved by the written consent of shareholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

4. This Certificate of Amendment of the Articles of Incorporation shall be effective on April 14, 2003, and thereafter Article Fourth of the Corporation's Articles of Incorporation shall read as follows:

ARTICLE FOURTH

A. The Corporation is authorized to issue 100,000,000 shares which shall be designated as "Common Stock," having a par value of $.001 per share (the "Common Stock"), and 10,000,000 shares which shall be designated as "Preferred Stock," having a par value of $.001 per share (the "Preferred Stock").

B. The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized, within the limitations and restrictions stated in these Articles of Incorporation, to fix or alter the dividend rights, dividend rate, conversion rights, voting rights, rights and terms of redemption (including sinking fund provisions), the redemption price or prices, the liquidation preferences of any wholly unissued series of Preferred Stock, and the number of shares constituting any such series and the designation thereof, or any of them; and to increase or decrease the number of shares of any series subsequent to the issue of shares of that series, but not below the number of shares of such series then outstanding and which the Corporation may be obligated to issue under options, warrants or other contractual commitments. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

IN WITNESS WEREOF, the Corporation has caused this Certificate of Amendment to be signed by the undersigned officer on this 4th day of April, 2003.

NEOGENOMICS, INC.

By: /s/ Michael T. Dent

Michael T. Dent, M.D.
President and Chief Executive Officer

CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
AMERICAN COMMUNICATIONS ENTERPRISES, INC.

AMERICAN COMMUNICATIONS ENTERPRISES, INC., a corporation organized and existing under the laws of the State of Nevada (the "Corporation"), in order to amend its Articles of Incorporation in accordance with the requirements of Chapter 78, Nevada Statutes, does hereby certify as follows:

1. The Articles of Incorporation of the Corporation were filed by the Secretary of State of the State of Nevada on October 29, 1998 and amended on October 11, 2000 and October 24, 2000.

2. The amendment to the Articles of Incorporation being effected hereby will completely delete Article First of the Articles of Incorporation as of the date hereof, and substitute in its place the Article First set forth below.

3. This amendment to the Articles of Incorporation was approved by the Board of Directors on December 14, 2001. The number of shares of the Corporation outstanding and entitled to vote on an amendment to the Articles of Incorporation at the time of the amendment was 285,750,000. The amendment has been consented to and approved by the affirmative vote of shareholders holding at least a majority of each class of stock outstanding and entitled to vote thereon.

4. These Articles of Amendment of the Articles of Incorporation shall be effective immediately upon filing by the Secretary of State of the State of Nevada, and thereafter, Article First of the Articles of Incorporation of the Corporation shall read as follows:

****

FIRST. The name of the Corporation is: Neogenomics, Inc.

****

IN WITNESS WHEREOF, AMERICAN COMMUNICATIONS ENTERPRISES, INC. has caused these Articles of Amendment of the Articles of Incorporation to be executed by its president and secretary this 14th day of December, 2001.

AMERICAN COMMUNICATIONS
ENTERPRISES, INC.

By: /S/ Michael T. Dent.

President

By: /S/ Matthew Veal

Secretary

RESTATED BYLAWS OF

NEOGENOMICS, INC.

A Nevada Corporation

As Amended and Restated April 15, 2003

ARTICLE I

STOCKHOLDERS' MEETINGS

Section 1.1 Place of Meetings.

All meetings of the stockholders shall be held at the Corporation's corporate headquarters, or at any other place, within or without the State of Nevada, or by means of any electronic or other medium of communication, as the Board may designate for that purpose from time to time.

Section 1.2 Annual Meetings.

An annual meeting of the stockholders shall be held not later than 210 days after the close of each fiscal year, on the date and at the time set by the Board, at which time the stockholders shall elect, by the greatest number of affirmative votes cast, the directors to be elected at the meeting, consider reports of the affairs of the Corporation and transact such other business as properly may be brought before the meeting.

Section 1.3 Special Meetings.

Special meetings of the stockholders, for any purpose or purposes whatsoever, may be called at any time by the Chairman, the President or the Board.

Section 1.4 Notice of Meetings.

(a) Notice of each meeting of stockholders, whether annual or special, shall be given at least 10 and not more than 60 days prior to the date thereof by the Secretary or any Assistant Secretary causing to be delivered to each stockholder of record entitled to vote at such meeting a written notice stating the time and place of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be signed by the President, the Secretary or any Assistant Secretary and shall be (a) mailed postage prepaid to a stockholder at the stockholder's address as it appears on the stock books of the Corporation, or (b) delivered to a stockholder by any other method of delivery permitted at such time by Nevada and federal law and by any exchange on which the Corporation's shares shall be listed at such time. If any stockholder has failed to supply an address or otherwise specify an alternative method of delivery that is permitted by (b) above, notice shall be deemed to have been given if mailed to the address of the Corporation's corporate headquarters or published at least once in a newspaper having general circulation in the county in which the Corporation's corporate headquarters is located.

(b) It shall not be necessary to give any notice of the adjournment of any meeting, or the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken; provided, however, that when a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting.

Section 1.5 Consent by Stockholders.

Any action that may be taken at any meeting of the stockholders, except the removal of directors, may be taken without a meeting if authorized by a writing signed by a majority of the shares entitled to vote on the action.

Section 1.6 Quorum.

(a) The presence in person or by proxy of the persons entitled to vote a majority of the Corporation's voting shares at any meeting constitutes a quorum for the transaction of business. Shares shall not be counted in determining the

number of shares represented or required for a quorum or in any vote at a meeting if the voting of them at the meeting has been enjoined or for any reason they cannot be lawfully voted at the meeting.

(b) The stockholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of stockholders leaving less than a quorum.

(c) In the absence of a quorum, a majority of the shares present in person or by proxy and entitled to vote may adjourn any meeting from time to time until a quorum shall be present in person or by proxy.

Section 1.7 Voting Rights.

(a) At each meeting of the stockholders, each stockholder of record of the Corporation shall be entitled to one vote for each share of stock standing in the stockholder's name on the books of the Corporation. Except as otherwise provided by law, the Articles of Incorporation (as the same has been or may be amended from time to time, the "Articles") or these Bylaws, if a quorum is present the majority of votes cast in person or by proxy shall be binding upon all stockholders of the Corporation.

(b) The Board shall designate a day not more than 60 days prior to any meeting of the stockholders as the record date for determining which stockholders are entitled to notice of, and to vote at, such meetings.

Section 1.8 Proxies.

Every stockholder entitled to vote may do so either in person or by written, electronic, telephonic or other proxy executed in accordance with the provisions of Section 78.355 of the Nevada Revised Statutes. Any written consent must be signed by the stockholder.

Section 1.9 Manner of Conducting Meetings.

To the extent not in conflict with Nevada law, the Articles or these Bylaws, meetings of stockholders shall be conducted pursuant to such rules as may be adopted by the Chairman, a President presiding at the meeting.

Section 1.10. Nature of Business at Meetings of Stockholders.

(a) No business may be transacted at any annual meeting of stockholders, or at any special meeting of stockholders, other than business that is (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board (or any duly authorized committee thereof), or the President, (b) otherwise properly brought before the meeting by or at the direction of the Board (or any duly authorized committee thereof), the Chairman, or the President, (c) otherwise properly brought before the meeting by any stockholder of the Corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 1.10 and on the record date for the determination of stockholders entitled to vote at such meeting and (ii) who complies with the notice procedures set forth in this Section 1.10.

(b) In addition to any other applicable requirements, for business to be properly brought by a stockholder before an annual meeting, or at any special meeting, of stockholders, such stockholder must have given timely notice thereof in proper written form to the Secretary of the Corporation.

(c) To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the Corporation's corporate headquarters (a) in the case of an annual meeting, not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs; and (b) in the case of a special meeting of stockholders, not later than the close of business on the tenth day following the day on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth as to each matter such stockholder proposes to bring before the annual meeting, or at any special meeting, of stockholders (a) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (b) the name and record address of such stockholder, (c) the class or series and number of shares of capital stock of the Corporation which are owned beneficially or of record by such stockholder, (d) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (e) a representation that such stockholder intends to appear in person or by proxy at the meeting to bring such business before the meeting.

(e) No business shall be conducted at the annual meeting, or at any special meeting, of stockholders except business brought before the meeting in accordance with the procedures set forth in this Section 1.10. If the chairman of any meeting determines that business was not properly brought before the meeting in accordance with the foregoing procedures, the chairman shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

ARTICLE II
DIRECTORS-MANAGEMENT

Section 2.1 Powers.

Subject to the limitations of Nevada law, the Articles and these Bylaws as to action to be authorized or approved by the stockholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by, the Board.

Section 2.2 Number and Qualification; Change in Number

(a) Subject to Section 2.2(b), the authorized number of directors of this Corporation shall be not less than two nor more than seven, with the exact number to be established from time to time by resolution of the Board. All directors of this Corporation shall be at least 21 years of age.

(b) The Board or the stockholders may increase the number of directors at any time and from time to time; provided, however, that neither the Board nor the stockholders may ever increase the number of directors by more than one during any 12-month period, except upon the affirmative vote of two-thirds of the directors, or the affirmative vote of the holders of two-thirds of all outstanding shares voting together and not by class. This provision may not be amended except by a like vote.

Section 2.3 Election.

Each director's term of office shall begin immediately after election and shall continue until the next annual stockholders meeting. Directors elected by the Board or stockholders to fill a vacancy on the Board shall hold office for the balance of the term to which such director is elected.

Section 2.4. Vacancies.

(a) Any vacancies in the Board, except vacancies first filled by the stockholders, may be filled by a majority vote of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the term to which such director is elected. The power to fill vacancies may not be delegated to any committee appointed in accordance with these Bylaws.

(b) The stockholders may at any time elect a director to fill any vacancy not filled by the directors and may elect the additional director(s) at the meeting at which an amendment of the Bylaws is voted authorizing an increase in the number of directors.

(c) A vacancy or vacancies shall be deemed to exist in case of the death, permanent and total disability, resignation, retirement or removal of any director, if the directors or stockholders increase the authorized number of directors but fail to elect the additional director or directors at a meeting at which such increase is authorized or at an adjournment thereof, or if the

stockholders fail at any time to elect the full number of authorized directors.

(d) If the Board accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to immediately elect a successor who shall take office when the resignation shall become effective.

(e) No reduction of the number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

Section 2.5 Removal of Directors.

Except as provided in any resolution for any class or series of Preferred Stock, any one or more director(s) may be removed from office, with or without cause, by the affirmative vote of two-thirds of all the outstanding shares voting together and not by class.

Section 2.6 Resignations.

Any director of the Corporation may resign at any time either by oral tender of resignation at any meeting of the Board or by giving written notice thereof to the Secretary or the President. Such resignation shall take effect at the time it specifies, and the acceptance of such resignation shall not be necessary to make it effective.

Section 2.7 Place of Meetings.

(a) Regular and special meetings of the Board shall be held at the corporate headquarters of the Corporation or at such other place within or without the State of Nevada as may be designated for that purpose by the Board.

(b) Meetings of the Board may be held in person or by means of any electronic or other medium of communication approved by the Board from time to time.

Section 2.8 Meeting After Annual Stockholders Meeting.

The first meeting of the Board held after an annual stockholders meeting shall be held at such time and place within or without the State of Nevada (a) as the President may announce at the annual stockholders meeting, or (b) at such time and place as shall be fixed pursuant to notice given under other provisions of these Bylaws. No other notice of such meeting shall be necessary.

Section 2.9 Other Regular Meetings.

(a) Regular meetings of the Board shall be held at such time and place within or without the State of Nevada as may be agreed upon from time to time by a majority of the Board.

(b) Notwithstanding the provisions of Section 2.11, no notice need be provided of regular meetings, except that a written notice shall be given to each director of the resolution establishing a regular meeting date or dates, which notice shall set forth the date, time and place of the meeting(s). Except as otherwise provided in these Bylaws or the notice of the meeting, any and all business may be transacted at any regular meeting of the Board.

Section 2.10 Special Meetings.

Special meetings of the Board shall be held whenever called by the Chairman of the Board, the President or two-thirds of the directors. Except as otherwise provided in these Bylaws or the notice of the meeting, any and all business may be transacted at any special meeting of the Board.

Section 2.11 Notice; Waiver of Notice.

Notice of each regular Board meeting not previously approved by the Board and each special Board meeting shall be (a) mailed by U.S. mail to each director not later than three days before the day on which the meeting is to be held, (b) sent to each director by overnight delivery service, telex, facsimile transmission, telegram, cablegram, radiogram, e-mail, any other electronic transmission permitted by Nevada law or delivered personally not later than 5:00 p.m. (EST time) on the day before the date of the meeting, or (c) provided to each director by telephone not later than 5:00 p.m. (EST time) on the day before

the date of the meeting. Any director who attends a regular or special Board meeting and (x) waives notice by a writing filed with the Secretary, (y) is present thereat and asks that his/her oral consent to the notice be entered into the minutes or (z) takes part in the deliberations thereat without expressly objecting to the notice thereof in writing or by asking that his/her objection be entered into the minutes shall be deemed to have waived notice of the meeting and neither that director nor any other person shall be entitled to challenge the validity of such meeting.

Section 2.12 Notice of Adjournment.

Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned.

Section 2.13 Quorum.

A majority of the number of directors as fixed by the Articles or these Bylaws, or by the Board pursuant to the Articles or these Bylaws, shall be necessary to constitute a quorum for the transaction of business, and the action of a majority of the directors present at any meeting at which there is a quorum, when duly assembled, is valid as a corporate act; provided, however, that a minority of the directors, in the absence of a quorum, may adjourn from time to time or fill vacant directorships in accordance with Section 2.4 but may not transact any other business. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of directors, leaving less than a quorum.

Section 2.14 Action by Unanimous Written Consent.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing thereto. Such written consent shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such directors.

Section 2.15 Compensation.

The Board may pay to directors a fixed sum for attendance at each meeting of the Board or of a standing or special committee, a stated retainer for services as a director, a stated fee for serving as a chair of a standing or special committee and such other compensation, including benefits, as the Board or any standing committee thereof shall determine from time to time. Additionally, the directors may be paid their expenses of attendance at each meeting of the Board or of a standing or special committee.

Section 2.16 Transactions Involving Interests of Directors.

In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation is interested in any way in, or connected with any other party to, such contract or transaction or is a party to such contract or transaction; provided, however, that such contract or transaction satisfies Section 78.140 of the Nevada Revised Statutes. Each and every person who is or may become a director of the Corporation hereby is relieved, to the extent permitted by law, from any liability that might otherwise exist from contracting in good faith with the Corporation for the benefit of such person or any person in which such person may be interested in any way or with which such person may be connected in any way. Any director of the Corporation may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that such director also is a stockholder, director or officer of, or has any interest in, such other person; provided, however, that such director shall disclose any such relationship and/or interest to the Board prior to a vote and/or action.

ARTICLE III
OFFICERS

Section 3.1 Executive Officers.

The executive officers of the Corporation shall be a President and a Chief

Financial Officer and may include, without limitation, one or more of each of the following: Chairman, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Group and/or Division President and/or Secretary and Treasurer. Any person may hold two or more offices. Each executive officer of the Corporation shall be elected annually by the Board, may be reclassified by the Board as a non-executive officer (or as a non-officer) at any time, shall serve at the pleasure of the Board and shall hold office for one year unless he/she resigns or is terminated by the Board.

Section 3.2 Appointed Officers: Titles.

(a) The President shall appoint a Secretary and a Treasurer of the Corporation if those officers have not been elected by the Board. The President (or the Secretary in the case of Assistant Secretaries or the Treasurer in the case of Assistant Treasurers) also may appoint additional officers of the Corporation if not previously elected by the Board, including one or more of each of the following: President, Chairman, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Chief Accounting Officer, Controller, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary, Assistant Treasurer and/or such other officers as the President may deem to be necessary, desirable or appropriate. Each such appointed officer shall hold such title at the pleasure of the appointing officer and have such authority and perform such duties as are provided in these Bylaws, or as the President or the appointing officer may determine from time to time. Any person appointed under this Section 3.2(a) to serve in any of the foregoing positions shall be deemed by reason of such appointment or service in such capacity to be an "officer" of the Corporation.

(b) The President or a person designated by the President also may appoint one or more of each of the following for any operating region, division, group or corporate staff function of the Corporation: President, Chairman, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Chief Accounting Officer, Controller, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Assistant Controller and such other officers as the President may deem to be necessary, desirable or appropriate. Each such appointed officer shall hold such title at the pleasure of the President and have authority to act for and perform duties only with respect to the region, division, group or corporate staff function for which the person is appointed. Any person appointed under this Section 3.2(b) to serve in any of the foregoing positions shall be deemed by reason of such appointment or service in such capacity to be an "officer" of the Corporation.

Section 3.3 Removal and Resignation; No Right to Continued Employment

(a) Any elected executive officer may be removed at any time by the Board, either with or without cause. Any appointed officer may be removed from such position at any time by the Board, the President, the person making such appointment or his/her successor, either with or without cause.

(b) Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Any such resignation shall take effect as of the date of the receipt of such notice, or at any later time specified therein; provided, however, that such officer may be removed at any time notwithstanding such resignation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) The fact that an employee has been elected by the Board to serve as an executive officer or appointed to serve as an officer shall not entitle such employee to remain an officer or employee of the Corporation.

Section 3.4 Vacancies.

A vacancy in any office due to death, permanent and total disability, retirement, resignation, removal, disqualification or any other cause may be filled in any manner prescribed in these Bylaws for regular elections or appointments to such office or may not be filled.

Section 3.5 Chairman and Vice Chairman.

The Chairman shall preside at all meetings of the Board and, in the absence of the President, at all meetings of the stockholders and shall exercise and perform such other powers and duties as from time to time may be assigned by the

Board. In the absence of the Chairman and the President, a Vice Chairman shall preside at all meetings of the Board and stockholders and exercise and perform such other powers and duties as from time to time may be assigned by the Board. A Vice Chairman need not be a member of the Board.

Section 3.6 President.

Subject to the oversight of the Board, the President shall have general supervision, direction and control of the business and affairs of the Corporation. The President shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board, at all meetings of the Board. If not a member of the Board, the President shall be an ex officio member of the Executive Committee of the Board and shall have the general powers and duties of management usually vested in the office of president and chief executive officer of a corporation and such other powers and duties as may be assigned by the Board.

Section 3.7 Chief Financial Officer

The Chief Financial Officer shall exercise direction and control of the financial affairs of the Corporation, including the preparation of the Corporation's financial statements. The Chief Financial Officer shall have the general powers and duties usually vested in the office of the chief financial officer of a corporation and such other powers and duties as may be assigned by the President or the Board.

Section 3.8 Chief Operating Officer.

Subject to the oversight of the President, the Chief Operating Officer shall exercise direction and control over the day-to-day operations of the Corporation. In the case of the death or total and permanent disability of the President(s), the Chief Operating Officer or Chief Corporate Officer, in order of rank or seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. The Chief Operating Officer shall have the general powers and duties of management usually vested in the office of the chief operating officer of a corporation and such other powers and duties as from time to time may be assigned to the Chief Operating Officer by the President or the Board.

Section 3.9 Chief Corporate Officer.

Subject to the oversight of the President, the Chief Corporate Officer shall exercise direction and control over the day-to-day corporate functions of the Corporation. In the case of the death or total and permanent disability of the President, the Chief Operating Officer or Chief Corporate Officer, in order of rank or seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. The Chief Corporate Officer shall have the general powers and duties of management usually vested in the office of chief corporate officer of a corporation and such other powers and duties as from time to time may be assigned to the Chief Corporate Officer by the President or the Board.

Section 3.10 Senior Executive Vice President, Executive Vice President, Senior Vice President and Vice President.

In the case of the death or total and permanent disability of the President, the Chief Operating Officer and the Chief Corporate Officer, a corporate Senior Executive Vice President, an Executive Vice President, a Group President, in the order of rank and seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. Each such officer shall have the general powers and duties usually vested in such office. Each operating region, division, group or corporate staff function officer shall have the general powers and duties usually vested in such office. Each such officer shall have such other powers and perform such other duties as from time to time may be assigned to them respectively by the President or the Board.

Section 3.11 Secretary and Assistant Secretaries.

(a) The Secretary shall (a) attend all sessions of the Board and all meetings of the stockholders; (b) record and keep, or cause to be kept, all votes and the minutes of all proceedings in a book or books to be kept for that purpose at the corporate headquarters of the Corporation, or at such other place as the Board may from time to time determine; and (c) perform like duties for the Executive and other committees of the Board, when required. In addition, the Secretary shall keep or cause to be kept, at the registered office of the Corporation in the State of Nevada, those documents required to be kept thereat by Section 5.2 of the Bylaws and Section 78.105 of the Nevada Revised Statutes.

(b) The Secretary shall give, or cause to be given, notice of meetings of the stockholders and special meetings of the Board, and shall perform such other duties as may be assigned by the Board or the President, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation and affix the same to any instrument requiring it. When required, the seal shall be attested by the Secretary's; the Treasurer's or an Assistant Secretary's signature. The Secretary or an Assistant Secretary hereby is authorized to issue certificates, to which the corporate seal may be affixed, attesting to the incumbency of officers of this Corporation or to actions duly taken by the Board, the Executive Committee, any other committee of the Board or the stockholders.

(c) The Assistant Secretary or Secretaries, in the order of their seniority, shall perform the duties and exercise the powers of the Secretary and perform such duties as the President shall prescribe in the case of death or total and permanent disability of the Secretary.

Section 3.12 Treasurer and Assistant Treasurers.

(a) The Treasurer shall deposit all moneys and other valuables in the name, and to the credit, of the Corporation, with such depositories as may be determined by the Treasurer. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board or permitted by the President or Chief Financial Officer, shall render to the President, Chief Financial Officer and directors, whenever they request it, an account of all transactions and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws or permitted by the President or Chief Financial Officer.

(b) The Assistant Treasurer or Treasurers, in the order of their seniority, shall perform the duties and exercise the powers of the Treasurer and perform such duties as the President or the Chief Financial Officer shall prescribe in the case of death or total and permanent disability of the Treasurer.

Section 3.13 Additional Powers, Seniority and Substitution of Officers.

In addition to the foregoing powers and duties specifically prescribed for the respective officers, the Board may by resolution from time to time (a) impose or confer upon any of the officers such additional duties and powers as the Board may see fit, (b) determine the order of seniority among the officers, and/or (c) except as otherwise provided above, provide that in the case of death or total and permanent disability of any officer or officers, any other officer or officers shall temporarily or indefinitely assume the duties, powers and authority of the officer or officers who died or became totally and permanently disabled. Any such resolution may be final, subject only to further action by the Board, granting to any of the President, Chairman or Vice Chairman (or Chairmen) such discretion as the Board deems appropriate to impose or confer additional duties and powers, to determine the order of seniority among officers and/or to provide for substitution of officers as above described.

Section 3.14 Compensation.

The elected officers of the Corporation shall receive such compensation as shall be fixed from time to time by the Board or a committee thereof. The appointed officers of the Corporation shall receive such compensation as shall be fixed from time to time by the Board or a committee thereof, by the President or by any officer designated by the Board or the President. Unless otherwise determined by the Board, no officer shall be prohibited from receiving any compensation by reason of the fact that such officer also is a director of the Corporation.

Section 3.15 Transaction Involving Interest of an Officer.

In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the officers of the Corporation is interested in any way in, or connected with any other party to, such contract or transaction, or are themselves parties to such contract or transaction; provided, however, that such contract or transaction complies with Section 78.140 of the Nevada Revised Statutes. Each and every person who is or may become an officer of the Corporation hereby is relieved, to the extent permitted by law, when acting in good faith, from any liability that might otherwise exist from contracting with the Corporation for the benefit of such person or any person in which such person may be interested in any way or with which such person may be connected in any way.

ARTICLE IV
EXECUTIVE AND OTHER COMMITTEES

Section 4.1 Standing Committees.

(a) The Board shall appoint an Executive Committee, an Audit Committee and a Compensation Committee, consisting of such number of members as the Board may designate, consistent with the Articles, these Bylaws and the laws of the State of Nevada.

(b) The Executive Committee shall have and may exercise, when the Board is not in session, all of the powers of the Board in the management of the business and affairs of the Corporation, but the Executive Committee shall not have the power to fill vacancies on the Board, to change the membership of or to fill vacancies in the Executive Committee or any other Committee of the Board, to adopt, amend or repeal these Bylaws or to declare dividends or other distributions.

(c) The Audit Committee shall select and engage, on behalf of the Corporation and subject to the consent of the stockholders, and fix the compensation of, a firm of certified public accountants. It shall be the duty of the firm of certified public accountants, which firm shall report to the Audit Committee, to audit the books and accounts of the Corporation and its consolidated subsidiaries. The Audit Committee shall confer with the auditors to determine, and from time to time shall report to the Board upon, the scope of the auditing of the books and accounts of the Corporation and its consolidated subsidiaries. None of the members of the Audit Committee shall be officers or employees of the Corporation. If required by Nevada or federal laws, rules or regulations, or by the rules or regulations of any exchange on which the Corporation's shares shall be listed, the Board shall approve a charter for the Audit Committee and the Audit Committee shall comply with such charter in the performance of its duties.

(d) The Compensation Committee shall establish a general compensation policy for the Corporation's directors and elected officers and shall have responsibility for approving the compensation of the Corporation's directors, elected officers and any other senior officers determined by the Compensation Committee. The Compensation Committee shall have all of the powers of administration granted to the Compensation Committee under the Corporation's non-qualified employee benefit plans, including any stock incentive plans, long-term incentive plans, bonus plans, retirement plans, deferred compensation plans, stock purchase plans and medical, dental and insurance plans. In connection therewith, the Compensation Committee shall determine, subject to the provisions of such plans, the directors, officers and employees of the Corporation eligible to participate in any of the plans, the extent of such participation and the terms and conditions under which benefits may be vested, received or exercised. None of the members of the Compensation Committee shall be officers or employees of the Corporation. The Compensation and Stock Option Committee may delegate any or all of its powers of administration under any or all of the Corporation's non-qualified employee benefit plans to any committee or entity appointed by the Compensation Committee. If required by any Nevada or federal laws, rules or regulations, or by the rules or regulations of any exchange on which the Corporation's shares shall be listed, the Board shall approve a charter for the Compensation Committee and the Compensation Committee shall comply with such charter in the performance of its duties.

Section 4.2 Other Committees.

Subject to the limitations of the Articles, these Bylaws and the laws of the State of Nevada as to action to be authorized or approved by the stockholders, or duties not delegable by the Board, any or all of the responsibilities and powers of the Board may be exercised, and the business and affairs of this Corporation may be exercised or controlled by or under the authority of such other committee or committees as may be appointed by the Board, including, without limitation, a Nominating Committee, an Ethics, Quality and Compliance Committee and a Corporate Governance Committee. The responsibilities and/or powers to be exercised by any such committee shall be designated by the Board.

Section 4.3 Procedures.

Subject to the limitations of the Articles, these Bylaws and the laws of the State of Nevada regarding the conduct of business by the Board and its appointed committees, the Board and any committee created under this Article V may use any procedures for conducting its business and exercising its powers, including, without limitation, acting by the unanimous written consent of its members in the manner set forth in Section 2.14. A majority of any committee shall constitute a quorum. Notices of meetings shall be provided, may be waived, in the manner set forth in Section 2.11.

ARTICLE V
CORPORATE RECORDS AND REPORTS-INSPECTION

Section 5.1 Records.

The Corporation shall maintain adequate and correct accounts, books and records of its business and properties. All of such books, records and accounts shall be kept at its corporate headquarters and/or at other locations within or without the State of Nevada as may be designated by the Board.

Section 5.2 Articles, Bylaws and Stock Ledger.

The Corporation shall maintain and keep the following documents at its registered office in the State of Nevada: (a) a certified copy of the Articles and all amendments thereto; (b) a certified copy of these Bylaws and all amendments thereto; and (c) the Stock Ledger.

Section 5.3 Inspection.

Stockholders of the Corporation may inspect books and records of the Corporation in accordance with Sections 78.105 and 78.257 of the Nevada Revised Statutes.

Section 5.4 Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, shall be signed or endorsed only by such person or persons, and only in such manner, as shall be authorized from time to time by the Board, the President, the Chief Financial Officer or the Treasurer.

ARTICLE VI
OTHER AUTHORIZATIONS

Section 6.1 Execution of Contracts.

Except as otherwise provided in these Bylaws, the Board may authorize any officer or agent of the corporation to enter into and execute any contract, document, agreement or instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority, except in the ordinary course of business, to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable for any purpose or in any amount.

Section 6.2 Dividends or Other Distributions

From time to time, the Board may declare, and the Corporation may pay,

dividends or other distributions on its outstanding shares in the manner and on the terms and conditions provided by the laws of the State of Nevada and the Articles, subject to any contractual restrictions to which the Corporation is then subject.

ARTICLE VII
SHARES AND TRANSFER OF SHARES

Section 7.1 Shares.

(a) The shares of the capital stock of the Corporation may be represented by certificates or uncertificated. Each registered holder of shares of capital stock, upon written request to the Secretary of the Corporation, shall be provided with a stock certificate representing the number of shares owned by such holder.

(b) Certificates for shares shall be in such form as the Board may designate and shall be numbered and registered as they are issued. Each shall state the name of the record holder of the shares represented thereby; its number and date of issuance; the number of shares for which it is issued; the par value; a statement of the rights, privileges, preferences and restrictions, if any; a statement as to rights of redemption or conversion, if any; and a statement of liens or restrictions upon transfer or voting, if any, or, alternatively, a statement that certificates specifying such matters may be obtained from the Secretary of the Corporation.

(c) Every certificate for shares must be signed by the President or the President and the Secretary or an Assistant Secretary, or must be authenticated by facsimiles of the signatures of the President and the Secretary or an Assistant Secretary. Before it becomes effective, every certificate for shares authenticated by a facsimile or a signature must be countersigned by a transfer agent or transfer clerk, and must be registered by an incorporated bank or trust company, either domestic or foreign, as registrar of transfers.

(d) Even though an officer who signed, or whose facsimile signature has been written, printed, or stamped on a certificate for shares ceases, by death, resignation, retirement or otherwise, to be an officer of the Corporation before the certificate is delivered by the Corporation, the certificate shall be as valid as though signed by a duly elected, qualified and authorized officer if it is countersigned by the signature or facsimile signature of a transfer clerk or transfer agent and registered by an incorporated bank or trust company, as registrar of transfers.

(e) Even though a person whose facsimile signature as, or on behalf of, the transfer agent or transfer clerk has been written, printed or stamped on a certificate for shares ceases, by death, resignation, or otherwise, to be a person authorized to so sign such certificate before the certificate is delivered by the Corporation, the certificate shall be deemed countersigned by the facsimile signature of a transfer agent or transfer clerk for purposes of meeting the requirements of this section.

Section 7.2 Transfer on the Books.

Upon surrender to the Secretary or transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or its transfer agent to issue a new certificate, if requested by the transferee, to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 7.3 Lost or Destroyed Certificates.

The Board may direct, or may authorize the Secretary to direct, a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the Secretary's receipt of an affidavit of that fact by the person requesting the replacement certificate for shares so lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board or Secretary may, in its or the Secretary's discretion, and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or such owner's legal representative, to advertise

the same in such manner as it shall require and/or give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

Section 7.4 Transfer Agents and Registrars.

The Board, the President, the Chief Financial Officer or the Secretary may appoint one or more transfer agents or transfer clerks, and one or more registrars, who may be the same person, and may be the Secretary of the Corporation, an incorporated bank or trust company or any other person or entity, either domestic or foreign.

Section 7.5 Fixing Record Date for Dividends, Etc.

The Board may fix a time, not exceeding 50 days preceding the date fixed for the payment of any dividend or distribution, or for the allotment of rights, or when any change or conversion or exchange of shares shall go into effect, as a record date for the determination of the stockholders entitled to receive any such dividend or distribution, or any such allotment of rights, or to exercise the rights in respect to any such change, conversion, or exchange of shares, and, in such case, only stockholders of record on the date so fixed shall be entitled to receive such dividend, distribution, or allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date fixed as aforesaid.

Section 7.6 Record Ownership.

The Corporation shall be entitled to recognize the exclusive right of a person registered as such on the books of the Corporation as the owner of shares of the Corporation's stock to receive dividends or other distributions and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE VIII
AMENDMENTS TO BYLAWS

Section 8.1 By Stockholders.

New or restated bylaws may be adopted, or these Bylaws may be repealed, amended and/or restated, at any meeting of the stockholders, by the affirmative vote of the holders of a majority of all outstanding shares voting together and not by class, except as otherwise provided in Section 2.5.

Section 8.2 By Directors.

Subject to the right of the stockholders to adopt, amend and/or restate or repeal these Bylaws, as provided in Section 8.1, the Board may adopt, amend, or repeal any of these Bylaws, except as otherwise provided in Section 2.5, by the affirmative vote of two-thirds of the directors. This power may not be delegated to any committee appointed in accordance with these Bylaws.

Section 8.3 Record of Amendments.

Whenever an amendment or a new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted, or written assent was filed, shall be stated in said book.

ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 9.1 Indemnification in Actions, Suits or Proceedings other than those by or in the Right of the Corporation.

Any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative (except an action by or in the right of the Corporation) (a "Proceeding"), by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Nevada law against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such Proceeding (collectively, "Costs"). The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Corporation, and that, with respect to any criminal action or proceeding, such person had reasonable cause to believe that such person's conduct was unlawful.

Section 9.2 Indemnification in Actions, Suits or Proceedings by or in the Right of the Corporation.

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against Costs incurred by such person in connection with the defense or settlement of such action or suit. Indemnification may not be made for any claim, issue or matter as to which such person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable to the Corporation or for amounts paid in settlement to the Corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

Section 9.3 Indemnification by a Court.

If a claim under Sections 9.1 or 9.2 is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for Costs incurred in defending any Proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has failed to meet a standard of conduct which makes it permissible under Nevada law for the Corporation to indemnify the claimant for the amount claimed. Neither the failure of the Corporation (including the Board, independent legal counsel, or the stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because such claimant has met such standard of conduct, nor an actual determination by the Corporation (including the Board, independent legal counsel, or the stockholders) that the claimant has not met such standard of conduct, shall be a defense to the action or create a presumption that the claimant has failed to meet such standard of conduct.

Section 9.4 Expenses Payable in Advance.

The Corporation shall pay the Costs incurred by any person entitled to indemnification in defending a Proceeding as such Costs are incurred and in advance of the final disposition of a Proceeding; provided, however, that the Corporation shall pay the Costs of such person only upon receipt of an undertaking by or on behalf of such person to repay the amount if it is ultimately determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Corporation.

Section 9.5 Nonexclusivity of Indemnification and Advancement of Expenses.

The right to indemnification and advancement of Costs authorized in this Article IX or ordered by a court: (a) does not exclude any other rights to which

a person seeking indemnification or advancement of expenses may be entitled under the Articles of the Corporation or any agreement, vote of stockholders or disinterested directors or otherwise, for either an action in such person's official capacity or an action in another capacity while holding such person's office, except that indemnification, unless ordered by a court pursuant to Nevada law or the advancement of expenses made pursuant to Section 9.4, may not be made to or on behalf of any director or officer if a final adjudication establishes that such person's acts or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action; and (b) continues for a person who has ceased to be a director, officer, employee, or agent and inures to the benefit of the heirs, executors and administrators of such a person.

Section 9.6 Insurance.

The Corporation may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise in accordance with Section 78.752 of the Nevada Revised Statutes.

Section 9.7 Certain Definitions.

(a) For purposes of this Article IX, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article IX with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(b) For purposes of this Article IX, references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan.

(c) For purposes of this Article IX, references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries;

(d) For purposes of this Article IX, a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article IX.

(e) For purposes of this Article IX, the term "Board" shall mean the Board of the Corporation or, to the extent permitted by the laws of Nevada, as the same exist or may hereafter be amended, its Executive Committee. On vote of the Board, the Corporation may assent to the adoption Article IX by any subsidiary, whether or not wholly owned.

Section 9.8 Indemnification of Witnesses.

To the extent that any director, officer, employee, or agent of the Corporation is by reason of such position, or a position held with another entity at the request of the Corporation, a witness in any action, suit or proceeding, such person shall be indemnified against all Costs actually and reasonably incurred by such person or on such person's behalf in connection therewith.

Section 9.9 Indemnification Agreements.

The Corporation may enter into agreements with any director, officer, employee, or agent of the Corporation providing for indemnification to the full extent permitted by Nevada law.

Section 9.10 Actions Prior to Adoption of Article IX.

The rights provided by this Article IX shall be available whether or not the claim asserted against the director, officer, employee, or agent is based on matters which antedate the adoption of this Article IX.

Section 9.11 Severability.

If any provision Article IX shall for any reason be determined to be invalid, the remaining provisions hereof shall not be affected thereby but shall remain in full force and effect.

ARTICLE X
CORPORATE SEAL

The corporate seal shall be circular in form and shall have inscribed thereon the name of the Corporation, the date of its incorporation and the word "Nevada".

ARTICLE XI
INTERPRETATION

Reference in these Bylaws to any provision of Nevada law or the Nevada Revised Statutes shall be deemed to include all amendments thereto and the effect of the construction and determination of validity thereof by the Nevada Supreme Court.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement"), dated as of April 15, 2003, is made by and among NeoGenomics, Inc., a Nevada corporation (the "Company"); NeoGenomics, Inc., a Florida corporation ("NeoGenomics Florida"), and Michael T. Dent, M.D. (the "Executive"). (The Company and NeoGenomics Florida are hereinafter collectively referred to as the "Employers").

R E C I T A L S

A. The Employers desire to employ the Executive as their President and Chief Medical Officer on the terms and conditions of this Agreement.

B. The Executive desires to accept such employment on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Term of Employment. Subject to the provisions of Section 6 of this Agreement, the initial term of the Executive's employment under this Agreement shall be twelve (12) months (the ""Initial Term"", commencing on April 15, 2003 (the "Effective Date"). The Executive's employment will be automatically renewed for an unlimited number of additional terms of twelve (12) months each, unless either Employer or the Executive delivers a Notice of Termination (as defined in Section 6.2 below) at least thirty (30) days prior to the end of the Initial Term or, after the Initial Term has expired, either Employer or the Executive delivers a Notice of Termination at least ninety (90) days prior to the proposed termination date.

2. Positions. The Executive shall be employed throughout the term of this Agreement as the President and Chief Medical Officer of each of the Employers and shall report to the Board of Directors of each of the Employers.

3. Duties.

3.1 Nature of Duties. Subject to the authority of the Board of Directors of each of the Employers, the Executive shall have duties, responsibilities and authority consistent with those which normally attendant to the position of President and Chief Medical Officer.

3.2 Efforts of Executive.

(a) During the term of his employment, the Executive shall devote at least twenty percent (20%) of his business time and effort to the business and affairs of the Employers and the promotion of their interests. Such percentage will be increased in accordance with Sections 4.1(d) or 4.1(e) providing the conditions of either such Section have been met.

(b) The Employers acknowledge that the Executive intends to continue his practice of medicine during the term of his employment.

4. Compensation.

4.1 Base Salary.

(a) During the term of his employment, the Executive shall be eligible for a base salary in any given month equal to 20% of NeoGenomics Florida"s Cash Flow From Operations (hereinafter referred to as ""CFFO"") of the preceding month, subject to a $20,000 cap for any given month. For the purposes of this Agreement, CFFO shall be defined as the Net Cash Provided by Operating Activities from the NeoGenomics Florida"s Consolidated Statement of Cash Flows prepared in accordance with generally accepted accounting principles for any

given month, it being generally understood that Net Cash Provided By Operating Activities is equal to the sum of net income, any non-cash charges contained in the income statement (such as depreciation), and any changes in the working capital accounts. For purposes of calculating such CFFO for any given month, the Employers agree that any payments made to MVP 3 or Medical Venture Partners LLC under any consulting agreements in effect at that time will be added back to the result.

(b) NeoGenomics Florida agrees to use its best efforts to prepare such Consolidated Statement of Cash Flows for any given month within thirty days of the close of such month and to promptly pay to the Executive any base salary that may be due for such month within seven (7) days of the date of such calculation; provided, however, that the NeoGenomics Florida shall have until the earlier of (i) ninety (90) days from the end of the last month in the fiscal year, or (ii) the date on which the Company files its annual report on Form 10K to calculate the Executive"s base salary for such final month of a fiscal year. The Employers and the Executive agree that any such base salary payments made to the Executive will be booked in the month in which they are paid as compensation expense.

(c) In the event that the NeoGenomics Florida undertakes any accounting adjustments after any given monthly CFFO is calculated, the Employers and the Executive agree to offset the impacts of any such adjustments, whether positive or negative, in the base salary calculation in the next succeeding month or months as the case may be.

(d) After NeoGenomics Florida has achieved a positive CFFO of at least $50,000 per month for three consecutive months, the Executive agrees to increase his percentage time devoted to the Employers pursuant to Section 3.2 to such percentage as may be mutually agreed upon by the parties at that time, but in no event less than 30%.

(e) The Boards of Directors of the Employers may, at their discretion, grant additional increases in such salary based on the Executive's performance at any time.

4.2 Bonus.

(a) It is the desire of the Company"s Board of Directors to provide a positive incentive to the Executive to grow the revenues of the business as quickly as possible. During the term of the Executive"s employment, the Executive will be entitled to receive a bonus, on a quarterly basis, equal to 10% of the amount by which NeoGenomics Florida"s quarterly net revenues exceed targets established by the Company"s Board of Directors. For the purposes of this agreement, net revenues shall be defined as gross revenues less any offsets to revenue (such as anticipated insurance adjustments, known bad debt, or courtesy discounts) that NeoGenomics Florida has booked for any such quarter. Such targets will be determined in good faith by the Board of Directors after consulting with the Executive no later than Feb 28th of any given fiscal year. For fiscal year 2003, such targets are as follows:

PERIOD	TARGET
For the Quarter Ending June 30, 2003	$125,000
For the Quarter Ending September 30, 2003	$250,000
For the Quareter Ending December 31, 2003	$500,000

(b) NeoGenomics Florida agrees to use its best efforts to determine its net revenues for any given quarter within forty-five (45) days of the close of such quarter and to promptly pay to the Executive any bonus that may be due for such quarter within fifteen (15) days of the date of such calculation; provided, however, that NeoGenomics Florida shall have until the earlier of (i) ninety (90) days from the end of the last quarter in a fiscal year, or (ii) the date on which the Company files its annual report on Form 10K, to calculate any bonus due to the Executive for such final quarter of a fiscal year. The Employers and the Executive agree that any such bonus payments made to the Executive will be booked in the month in which it is paid as compensation expense.

(c) In the event that NeoGenomics Florida undertakes any accounting adjustments after any given quarterly net revenue amount is calculated, the Employers and the Executive agree to offset the impacts of any such adjustments, whether positive or negative, in the bonus calculation for the next succeeding quarter or quarters as the case may be.

5. Other Benefits.

5.1 Health Insurance. Once the Executive is devoting 50% or more of
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his time to the business in accordance with Section 3.2 hereof, The Employers shall pay the premiums for health insurance covering the Executive and his family.

5.2 Vacation. The Executive shall be entitled to take vacation in accordance with the Companies' vacation policy. The Executive shall also be entitled to all paid holidays given by the Companies to their other officers.

5.3 Reimbursement. The Executive shall be entitled to reimbursement, in accordance with policies established by the Boards of Directors, of reasonable out-of--pocket expenses incurred in the performance of his duties here-under including, but not limited to, travel and entertainment expenses. Such expenses shall be reimbursed by the Employers, from time to time, upon presentation of appropriate receipts therefor which have been approved by a designated member of the Boards of Directors.

5.4 Other Benefits. The Executive shall, during the term of this Agreement, be entitled to participate in all fringe benefit programs which the Employers currently or hereafter provide to their other executive employees.

6. Termination.

6.1 Types of Termination. The Executive's employment under this Agreement may be terminated without breach under the following circumstances:

(a) Death. The Executive's employment shall terminate upon his death.

(b) Disability. The Employers may terminate the Executive's employment if, as a result of the Executive's incapacity due to physical or mental injury or illness, the Executive shall have been absent from his duties under this Agreement on a full-time basis for a period of one hundred twenty (120) days during any one-year period during the term of this Agreement ("Disability").

(c) Cause. The Employers may terminate the Executive's employment for Cause. For purposes of this Agreement, the Employers shall have "Cause" to terminate the Executive's employment hereunder upon: (i) the willful and repeated failure of the Executive to perform the duties assigned to him by the Employers' Board of Directors (provided that the Boards have notified the Executive in writing of the nature of such failure and, in the case of any failure which is capable of being cured, the Executive has failed to cure such failure within twenty (20) days after notice of such failure and, in the case of any other failure, the Executive has repeated such failure); (ii) any use of alcohol or a controlled substance which materially interferes with the Executive's ability to perform his duties; (iii) the conviction of a felony, or such other crime as, in the reasonable opinion of the Boards of Directors of the Employers, causes a lack of confidence in the Executive; or (iv) the Executive"s commission of a material act of fraud or dishonesty.

(d) Termination by the Executive for Good Reason. The Executive may terminate his employment for Good Reason. For purposes of this Agreement, "Good Reason" shall mean a failure by the Employers to comply with any material provision of this Agreement which has not been cured within twenty (20) days after notice of such noncompliance has been given by the Executive to the Employers.

(e) Non-Renewal. The Executive's employment shall terminate upon the expiration of the Initial Term of this Agreement if either party provides Notice of Termination at least thirty (30) days prior to the end of such Initial Term ("Non-Renewal").

(f) Termination with Ninety Days Notice. After the Initial Term,

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the Executive"s employment may be terminated if either party provides Notice of Termination at least ninety (90) days prior to the proposed date of termination (""Ninety Day Notice"").

6.2 Notice of Termination. Any termination of the Executive's employment by the Employers or by the Executive (other than termination pursuant to Section 6.1(a) above) shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under such provision.

6.3 Date of Termination. "Date of Termination" shall mean: (i) if the Executive's employment is terminated by his death, the date of his death; (ii) if the Executive's employment is terminated due to Non-Renewal, at the end of the the Initial Term of this Agreement; (iii) if the Executive"s employment is terminated after the Initial Term due to Ninety Day Notice, the date which is the later of ninety days from the date of the Notice of Termination or such later date as may be specified in the Notice of Termination; and (iv) if the Executive's employment is terminated for any other reason, the date on which Notice of Termination is given.

7. Compensation During Disability and Upon Termination

7.1 Compensation During Disability. During any period that the Executive does not perform his duties hereunder as a result of incapacity due to physical or mental injury or illness (the "Disability Period"), the Executive shall continue to receive his salary and other benefits to which he is entitled under this Agreement for such period until his employment is terminated, provided that payments so made to the Executive during the disability period shall be reduced by any amounts payable to the Executive at or prior to the time of any such payment under any disability benefit plan provided by the Employers.

7.2 Compensation Upon Termination.

(a) If the Executive's employment is terminated during the Initial Term of this Agreement due to: (i) death; (ii) Disability; (iii) Good Reason; or (iv) by the Employers without Cause, then the Employers shall continue to pay to the Executive his salary (in accordance with normal payroll practices and at the rate in effect on the date of termination) during a period equal to the remainder of the Initial Term of this Agreement.

(b) If the Executive's employment is terminated after the Initial Term of this Agreement due to: (i) death; (ii) Disability; (iii) Good Reason; (iv) by the Employers without Cause; or (v) with Ninety Day Notice, then the Employers shall continue to pay to the Executive his salary (in accordance with normal payroll practices and at the rate in effect on the date of termination) during a period equal to ninety (90) days from the date of the Notice of Termination (or in the case of Death, the ninety (90) days from the date of Death).

(c) If the Executive's employment is terminated due to: (i) Cause; (ii) Non-Renewal; or (iii) the voluntary resignation of the Executive (other than for Good Reason), then the Employers shall not pay any additional compensation or severance benefits to the Executive.

8. Miscellaneous.

8.1 Modification and Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof; provided, however, that no such waiver of any breach or default under this Agreement is to be implied from the omission of the other party to take any action on account thereof. A waiver on one occasion shall not be deemed to be a waiver of the same or of any other breach on a subsequent occasion. This

Agreement may be modified or amended only by a writing signed by the Employers and the Executive.

8.2 Governing Law; Choice of Forum. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to any conflicts-of-law rule or principle that would give effect to the law of another jurisdiction. In any action or proceeding arising out of or relating to this Agreement (an "Action"), each of the parties hereto hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Naples, Florida, and further agrees that any Action may be heard and determined in such federal court or in such state court. Each of the parties hereto hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Naples, Florida.

8.3 Successors and Assigns. This Agreement requires the personal services of, and shall not be assignable by, the Executive. This Agreement shall be binding upon, and shall inure to the benefit of, the Employers and their successors and assigns.

8.4 Section Captions. Section captions contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent of this Agreement or any provision of this Agreement.

8.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

8.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth or provided for in this Agreement.

8.7 Attorney's Fees. In the event of any litigation between the parties to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, any and all reasonable attorney's fees (including fees incurred in pre-trial investigation, at trial and on appeal) and court costs incurred in enforcing such terms.

8.8 Notices. Any notices required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the parties at their respective addresses listed below:

If to the Employers: NeoGenomics, Inc.
1726 Medical Blvd, Suite101
Naples, Florida 34110

If to Executive: Michael T. Dent, M.D.
1726 Medical Blvd, Suite101
Naples, Florida 34110

8.9 Payment of Accrued Compensation Due and Owing to Executive. The Employers acknowledge that as of the Effective Date of this Agreement, the Executive has $30,498 of accrued, but unpaid compensation from NeoGenomics Florida. The Employers agree that, at a minimum, they will begin making payments on such accrued compensation to the Executive in an amount not less than $2,500/month beginning in October 2003 and continuing each month until the balance is paid in full. The Executive agrees that in the event the Employers determine, in their sole discretion, that it is advantageous for accounting purpose to convert such accrued compensation into a debt obligation of NeoGenomics Florida, he will enter into an agreement evidencing such

indebtedness on commercially reasonable terms

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

NEOGENOMICS, INC., A NEVADA CORPORATION

NEOGENOMICS, INC., A FLORIDA CORPORATION

By:
Name: Kevin J. Lindheim
Title: Member, Board of Directors

Michael T. Dent, M.D., Individually

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of April 15, 2003 by and between NeoGenomics, Inc., a Nevada corporation, (the "Company"), NeoGenomics, Inc., a Florida corporation and a wholly-owned subsidiary of the Company (the "Subsidiary"), and MVP 3, LP, a Delaware limited partnership (the "Investor").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Common Stock. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties and covenants contained herein, the Investor agrees to purchase at the Closing, and the Company agrees to sell and issue to the Investor at the Closing (as defined herein), 9,303,279 shares of the Company's Common Stock, $.001 par value (the "Common Stock") for the aggregate purchase price of $93,032.79.

1.2 Closing. The purchase and sale of the Common Stock shall take place at the offices of Membrado & Montell, LLP, New York, New York, at 10:00 A.M., on April 15, 2003 or at such other time and place as the Company and the Investor agree upon orally or in writing (which time and place are designated as the "Closing"). At the Closing, the Company shall deliver to the Investor certificates (in the denominations requested by the Investor) representing the Common Stock which the Investor is purchasing against delivery to the Company by the Investor of the full purchase price therefor, which shall be paid by cashier's or bank check payable to the Company's order or by wire transfer to such account as the Company shall designate.

1.3 Requirement of Purchase Price Delivery. No purchase of any shares of Common Stock hereof shall be deemed to have been made pursuant to this Agreement and no rights hereunder shall inure to the Investor, unless the total purchase price for the Common Stock is delivered at the Closing pursuant to Section 1.2 hereof.

2. Representations and Warranties of the Company. The Company and the Subsidiary hereby represents and warrants to the Investor that:

2.1 Organization and Good Standing. Each of the Company and the Subsidiary is a corporation duly organized, validly existing, and in good standing under the laws of its state of organization and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. Each of the Company and the Subsidiary is qualified to do business in each jurisdictions where such qualification is required, except where the lack of such qualification would not have a material adverse effect on the business or assets of the Company and the Subsidiary, taken as a whole.

2.2 Capitalization. The current capitalization of the Company is as follows:

(a) Common Stock: There are currently one hundred million (100,000,000) authorized shares of Common Stock, par value $.001 per share, of which 18,409,416 shares are issued and outstanding after giving effect to the transactions contemplated hereby.

(b) On a Fully-Diluted Basis: Except for (i) 40,000 shares which the Company intends to issue to Technology Capital Group, Inc., (ii) 20,000 shares which the Company intends to issue to its Scientific Advisory Board, and (iii) an option to acquire 100,000 shares at the market price on the date of issuance, which the Company intends to issue to a member of its Board of Directors, there are not outstanding any options, warrants, rights (including conversion or preemptive rights), or agreements for the purchase or acquisition

from the Company or, to the knowledge of the Company from any shareholder, of any shares of the capital stock of the Company.

2.3 Subsidiaries. Except for the Subsidiary, the Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Authorization. All corporate action on the part of the Company and the Subsidiary, and their respective officers, directors, and shareholders necessary for the authorization, execution, and delivery of this Agreement and the agreements attached as exhibits hereto (such agreements being herein referred to as the "Ancillary Agreements"), the performance of all obligations of the Company and/or the Subsidiary under each of the Agreement and the Ancillary Agreements, and the authorization, issuance (or reservation for issuance), and delivery of the Common Stock being sold hereunder has been taken or will be taken prior to the Closing, and this Agreement and the Ancillary Agreements constitute (or will constitute upon the execution thereof) the valid and legally binding obligations of the Company and/or the Subsidiary, as the case may be, and each of the other parties thereto (other than the Investor), enforceable in accordance with their respective terms. The Company and the Subsidiary has the requisite corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements.

2.5 Valid Issuance of Common Stock.

(a) The Common Stock which is being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms hereof or thereof, will be duly and validly issued, fully paid and nonassessable free and clear of any taxes, liens, claims, preemptive rights or similar rights or encumbrances imposed by or through the Company or under law and, assuming the accuracy of the representations of the Investor in this Agreement, will be issued in compliance with all applicable federal and state securities laws.

(b) The outstanding shares of Common Stock are all duly and validly authorized and issued, fully paid and nonassessable, were not issued in violation of the terms of any contract binding upon the Company, and were issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, local, or provincial governmental authority on the part of the Company or the Subsidiary is required in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby or thereby, other than filings required under federal and state securities laws.

2.7 Compliance with Other Instruments.

(a) Each of the Company and the Subsidiary is in compliance with each, and is not in violation or default of any, provision of its charter documents or bylaws, or judgment, order, writ, or decree, or any material contract, agreement, instrument, or commitment to which it is a party or by which it is bound, or material provision of any statute, law, rule, or regulation applicable to the Company or the Subsidiary, its assets, or its business. There is no term or provision in any of the foregoing documents and instruments which materially adversely affects the business (as now conducted or as proposed to be conducted), assets or financial condition of the Company or the Subsidiary. The execution, delivery, and performance of this Agreement or any of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree, or contract or an event that results in the creation or any lien, charge, or encumbrance upon any assets of the Company or the Subsidiary. There are no outstanding puts, calls, commitments, anti-dilution or ratchet protections, proxy or voting trust agreements, preemptive, change of control or similar rights or other agreements to which the Company or the Subsidiary is a

party or by which the Company or the Subsidiary is otherwise bound which relate to, restrict or affect any of the capital stock of the Company or the Subsidiary that any person or entity would be entitled to exercise or invoke as a result of, or in connection with, the purchase by the Investor of the Common Stock or which are otherwise in effect.

2.8 Registration Rights. Except for the registration rights provided to the Investor, neither the Company nor the Subsidiary has granted or agreed to grant any registration rights, including without limitation any demand or piggyback rights, to any person or entity.

2.9 Legal Proceedings. Except as set forth on Schedule 2.9, there are no actions or proceedings pending or, to the actual knowledge of the Company or the Subsidiary, threatened against, relating to or affecting the Company or the Subsidiary.

2.10 Intellectual Property. There is not pending nor, to the Company's knowledge, threatened any action, suit, investigation, or proceeding contesting or challenging the rights of the Company or the Subsidiary in or to any material item of intellectual property owned or used by the Company or the Subsidiary, in the conduct of its business (the "Intellectual Property"), or the validity of any of the Intellectual Property.

2.11 SEC Documents; Financial Statements. Except as set forth on Schedule 2.11, the Company is subject to periodic reporting requirements of Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act (all of the foregoing including filings incorporated by reference therein being referred to herein as the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such documents, and, as of their respective filing dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company and its subsidiaries, as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

2.12 No Material Adverse Event. Except as listed on Schedule 2.12, since September 30, 2002, no material adverse event has occurred or exists with respect to the Company or its subsidiaries).

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants that:

3.1 Authorization. All action on the part of the Investor, and its officers, directors, and partners necessary for the authorization, execution, and delivery of this Agreement and the agreements attached as exhibits hereto (such agreements being herein referred to as the "Ancillary Agreements"), the performance of all obligations of the Investor under each of the Agreement and

the Ancillary Agreements, has been taken or will be taken prior to the Closing, and this Agreement and the Ancillary Agreements constitute (or will constitute upon the execution thereof) the valid and legally binding obligations of the Investor, enforceable in accordance with its respective terms. The Investor has the requisite power to enter into and perform its obligations under this Agreement and the Ancillary Agreements.

3.2 Organization and Good Standing. The Investor is a limited partnership duly organized and validly existing under the laws of the State of Delaware and has all requisite power and authority to carry on its business as now conducted and as proposed to be conducted.

3.3 Purchase Entirely for Own Account. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that the Common Stock to be received by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, by executing this Agreement, each Investor further represents that the Investor does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Securities. The Investor represents that it has full power and authority to enter into this Agreement.

3.4 Restricted Securities. The Investor understands that the shares of Common Stock it is purchasing constitute "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended (the "Act"), except in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

3.5 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until:

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

(b) (i) the Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act.

3.8 Legends. It is understood that the certificates evidencing the Common Stock (and the Common Stock issuable upon conversion thereof) may bear the following legend:

These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged, or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act or an opinion of counsel reasonably satisfactory to the Company that such registration is not required.

3.9 Accredited Investor. The Investor and each of its beneficial owners is an "accredited investor" as such term is defined in Rule 501 under the Act.

4. Conditions of Investor's Obligations at Closing. The obligation of the

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Investor under Section 1.1(b) of this Agreement is subject to the fulfillment on or before the Closing of each of the following conditions, the waiver of which shall not be effective against the Investor unless consented thereto in writing:

4.1 Representations and Warranties. The representations and warranties of the Company and the Subsidiary contained in Section 2 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor and Investor's counsel, if any, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.4 Blue-Sky Compliance. The Company shall have complied with all requirements of federal and state securities or "Blue Sky" laws with respect to the issuance of the Common Stock to the Investor hereunder.

4.5 Stock Certificates. The Company shall deliver to the Investor at the Closing a stock certificate or certificates evidencing the Common Stock.

4.6 Registration Rights Agreement. The Company shall have executed and delivered to the Investor the Registration Rights Agreement substantially in the form attached hereto as Exhibit A.

4.7 Shareholders Agreement. The Company, the Investor, certain other investors and Michael Dent shall have executed and delivered to the Investor the Shareholders Agreement substantially in the form attached hereto as Exhibit B.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

5.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 3 shall be true on and as the Closing with the same effect as though such representations and warranties have been made on and as of the Closing.

5.2 Payment of Purchase Price. The Investor shall have delivered the purchase price specified in Section 1.1.

7. Covenants of the Company and the Subsidiary.

7.1 Inspection. Each of the Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's and the Subsidiary's properties, to examine its books of account and records, and to discuss their respective affairs, finances, and accounts with their respective officers, all at such reasonable times as may be requested by the Investor; provided, however, that neither the Company not the Subsidiary shall be obligated pursuant to this Section 7.1 to provide access to any information which it reasonably considers to be a trade secret, the disclosure of which the Company reasonably

believes may adversely affect its business.

8. Miscellaneous.

8.1 Survival of Warranties. The warranties, representations, and covenants of the Company and Investor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor or the Company.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective heirs, legal representatives, successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither this Agreement nor any of the rights and obligations created hereby can be assigned by the Company, and any such attempted assignment will be void. Any Investor can transfer all or any portion of its rights and obligations hereunder to any other person or entity selected by the Investor who is not a competitor of the Company.

8.3 Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Nevada shall govern all issues concerning the relative rights of the Company and its shareholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

8.7 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction, except for a payment of 40,000 shares of Common Stock and $4,000 payable by the Company to Technology Capital Group, Inc. The Investor agrees to indemnify and to hold harmless the Company from any liability for any

commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible.

8.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution, performance and closing of this Agreement and the transactions contemplated hereby.

8.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor.

8.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed on their behalf by an agent thereunto duly authorized, this Agreement as of the date first above written.

NEOGENOMICS, INC.
A Nevada Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

NEOGENOMICS, INC.
A Florida Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

The Investor:

MVP 3, LP, By its General Partner

MEDICAL VENTURE PARTNERS, LLC

By:_____
Name: Steven Jones
Title: Member

Address:
MVP 3 LP
1740 Persimmon Drive
Naples, FL 34109

EXECUTION COPY

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of April 15, 2003 by and between NeoGenomics, Inc., a Nevada corporation, (the "Company"), NeoGenomics, Inc., a Florida corporation and a wholly-owned subsidiary of the Company (the "Subsidiary"), and John Elliott, an individual (the "Investor").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Common Stock. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties and covenants contained herein, the Investor agrees to purchase at the Closing, and the Company agrees to sell and issue to the Investor at the Closing (as defined herein), 1,541,261 shares of the Company's Common Stock, $.001 par value (the "Common Stock") for the aggregate purchase price of $15,412.61.

1.2 Closing. The purchase and sale of the Common Stock shall take place at the offices of Membrado & Montell, LLP, New York, New York, at 10:00 A.M., on April 15, 2003 or at such other time and place as the Company and the Investor agree upon orally or in writing (which time and place are designated as the "Closing"). At the Closing, the Company shall deliver to the Investor certificates (in the denominations requested by the Investor) representing the Common Stock which the Investor is purchasing against delivery to the Company by the Investor of the full purchase price therefor, which shall be paid by cashier's or bank check payable to the Company's order or by wire transfer to such account as the Company shall designate.

1.3 Requirement of Purchase Price Delivery. No purchase of any shares of Common Stock hereof shall be deemed to have been made pursuant to this Agreement and no rights hereunder shall inure to the Investor, unless the total purchase price for the Common Stock is delivered at the Closing pursuant to Section 1.2 hereof.

2. Representations and Warranties of the Company. The Company and the Subsidiary hereby represents and warrants to the Investor that:

2.1 Organization and Good Standing. Each of the Company and the Subsidiary is a corporation duly organized, validly existing, and in good standing under the laws of its state of organization and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. Each of the Company and the Subsidiary is qualified to do business in each jurisdictions where such qualification is required, except where the lack of such qualification would not have a material adverse effect on the business or assets of the Company and the Subsidiary, taken as a whole.

2.2 Capitalization. The current capitalization of the Company is as follows:

(a) Common Stock: There are currently one hundred million (100,000,000) authorized shares of Common Stock, par value $.001 per share, of which 18,409,416 shares are issued and outstanding after giving effect to the transactions contemplated hereby.

(b) On a Fully-Diluted Basis: Except for (i) 40,000 shares which the Company intends to issue to Technology Capital Group, Inc., (ii) 20,000 shares which the Company intends to issue to its Scientific Advisory

Board, and (iii) an option to acquire 100,000 shares at the market price on the date of issuance, which the Company intends to issue to a member of its Board of Directors, there are not outstanding any options, warrants, rights (including conversion or preemptive rights), or agreements for the purchase or acquisition from the Company or, to the knowledge of the Company from any shareholder, of any shares of the capital stock of the Company.

2.3 Subsidiaries. Except for the Subsidiary, the Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Authorization. All corporate action on the part of the Company and the Subsidiary, and their respective officers, directors, and shareholders necessary for the authorization, execution, and delivery of this Agreement and the agreements attached as exhibits hereto (such agreements being herein referred to as the "Ancillary Agreements"), the performance of all obligations of the Company and/or the Subsidiary under each of the Agreement and the Ancillary Agreements, and the authorization, issuance (or reservation for issuance), and delivery of the Common Stock being sold hereunder has been taken or will be taken prior to the Closing, and this Agreement and the Ancillary Agreements constitute (or will constitute upon the execution thereof) the valid and legally binding obligations of the Company and/or the Subsidiary, as the case may be, and each of the other parties thereto (other than the Investor), enforceable in accordance with their respective terms. The Company and the Subsidiary has the requisite corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements.

2.5 Valid Issuance of Common Stock.

(a) The Common Stock which is being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms hereof or thereof, will be duly and validly issued, fully paid and nonassessable free and clear of any taxes, liens, claims, preemptive rights or similar rights or encumbrances imposed by or through the Company or under law and, assuming the accuracy of the representations of the Investor in this Agreement, will be issued in compliance with all applicable federal and state securities laws.

(b) The outstanding shares of Common Stock are all duly and validly authorized and issued, fully paid and nonassessable, were not issued in violation of the terms of any contract binding upon the Company, and were issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, local, or provincial governmental authority on the part of the Company or the Subsidiary is required in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby or thereby, other than filings required under federal and state securities laws.

2.7 Compliance with Other Instruments.

(a) Each of the Company and the Subsidiary is in compliance with each, and is not in violation or default of any, provision of its charter documents or bylaws, or judgment, order, writ, or decree, or any material contract, agreement, instrument, or commitment to which it is a party or by which it is bound, or material provision of any statute, law, rule, or regulation applicable to the Company or the Subsidiary, its assets, or its business. There is no term or provision in any of the foregoing documents and instruments which materially adversely affects the business (as now conducted or as proposed to be conducted), assets or financial condition of the Company or the Subsidiary. The execution, delivery, and performance of this Agreement or any of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree, or contract or an event that results in the creation or any lien,

charge, or encumbrance upon any assets of the Company or the Subsidiary. There are no outstanding puts, calls, commitments, anti-dilution or ratchet protections, proxy or voting trust agreements, preemptive, change of control or similar rights or other agreements to which the Company or the Subsidiary is a party or by which the Company or the Subsidiary is otherwise bound which relate to, restrict or affect any of the capital stock of the Company or the Subsidiary that any person or entity would be entitled to exercise or invoke as a result of, or in connection with, the purchase by the Investor of the Common Stock or which are otherwise in effect.

2.8 Registration Rights. Except for the registration rights provided to the Investor, neither the Company nor the Subsidiary has granted or agreed to grant any registration rights, including without limitation any demand or piggyback rights, to any person or entity.

2.9 Legal Proceedings. Except as set forth on Schedule 2.9, there are no actions or proceedings pending or, to the actual knowledge of the Company or the Subsidiary, threatened against, relating to or affecting the Company or the Subsidiary.

2.10 Intellectual Property. There is not pending nor, to the Company's knowledge, threatened any action, suit, investigation, or proceeding contesting or challenging the rights of the Company or the Subsidiary in or to any material item of intellectual property owned or used by the Company or the Subsidiary, in the conduct of its business (the "Intellectual Property"), or the validity of any of the Intellectual Property.

2.11 SEC Documents; Financial Statements. Except as set forth on Schedule 2.11, the Company is subject to periodic reporting requirements of Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act (all of the foregoing including filings incorporated by reference therein being referred to herein as the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such documents, and, as of their respective filing dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company and its subsidiaries, as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

2.12 No Material Adverse Event. Except as listed on Schedule 2.12, since September 30, 2002, no material adverse event has occurred or exists with respect to the Company or its subsidiaries).

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants that:

3.1 Authorization. This Agreement constitutes a valid and legally

binding obligation, enforceable against Investor in accordance with its terms.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that the Common Stock to be received by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, by executing this Agreement, each Investor further represents that the Investor does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Securities. The Investor represents that it has full power and authority to enter into this Agreement.

3.3 Restricted Securities. The Investor understands that the shares of Common Stock it is purchasing constitute "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended (the "Act"), except in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

3.4 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until:

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

(b) (i) the Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act.

3.8 Legends. It is understood that the certificates evidencing the Common Stock (and the Common Stock issuable upon conversion thereof) may bear the following legend:

These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged, or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act or an opinion of counsel reasonably satisfactory to the Company that such registration is not required.

3.9 Accredited Investor. The Investor is an "accredited investor" as such term is defined in Rule 501 under the Act.

4. Conditions of Investor's Obligations at Closing. The obligation of the Investor under Section 1.1(b) of this Agreement is subject to the fulfillment on or before the Closing of each of the following conditions, the waiver of which shall not be effective against the Investor unless consented thereto in writing:

4.1 Representations and Warranties. The representations and warranties of the Company and the Subsidiary contained in Section 2 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor and Investor's counsel, if any, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.4 Blue-Sky Compliance. The Company shall have complied with all requirements of federal and state securities or "Blue Sky" laws with respect to the issuance of the Common Stock to the Investor hereunder.

4.5 Stock Certificates. The Company shall deliver to the Investor at the Closing a stock certificate or certificates evidencing the Common Stock.

4.6 Registration Rights Agreement. The Company shall have executed and delivered to the Investor the Registration Rights Agreement substantially in the form attached hereto as Exhibit A.

4.7 Shareholders Agreement. The Company, the Investor, certain other investors and Michael Dent shall have executed and delivered to the Investor the Shareholders Agreement substantially in the form attached hereto as Exhibit B.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

5.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 3 shall be true on and as the Closing with the same effect as though such representations and warranties have been made on and as of the Closing.

5.2 Payment of Purchase Price. The Investor shall have delivered the purchase price specified in Section 1.1.

7. Covenants of the Company and the Subsidiary.

7.1 Inspection. Each of the Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's and the Subsidiary's properties, to examine its books of account and records, and to discuss their respective affairs, finances, and accounts with their respective officers, all at such reasonable times as may be requested by the Investor; provided, however, that neither the Company not the Subsidiary shall be obligated pursuant to this Section 7.1 to provide access to any information which it reasonably considers to be a trade secret, the disclosure of which the Company reasonably believes may adversely affect its business.

8. Miscellaneous.

8.1 Survival of Warranties. The warranties, representations, and covenants of the Company and Investor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor or the Company.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective heirs, legal representatives, successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither this Agreement nor any of the rights and obligations created hereby can be assigned by the Company, and any such attempted assignment will be void. Any Investor can transfer all or any portion of its rights and obligations hereunder to any other person or entity selected by the Investor who is not a competitor of the Company.

8.3 Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Nevada shall govern all issues concerning the relative rights of the Company and its shareholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

8.7 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction, except for a payment of 40,000 shares of Common Stock and $4,000 payable by the Company to Technology Capital Group, Inc. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible.

8.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated,

each party will pay its own costs and expenses incurred in connection with the negotiation, execution, performance and closing of this Agreement and the transactions contemplated hereby.

8.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor.

8.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed on their behalf by an agent thereunto duly authorized, this Agreement as of the date first above written.

NEOGENOMICS, INC.
A Nevada Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

NEOGENOMICS, INC.
A Florida Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

The Investor:

_____
John Elliot
Address:
2709 Buckthorn Way
Naples, FL 34105

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of April 15, 2003 by and between NeoGenomics, Inc., a Nevada corporation, (the "Company"), NeoGenomics, Inc., a Florida corporation and a wholly-owned subsidiary of the Company (the "Subsidiary"), and Steven C. Jones, an individual (the "Investor").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Common Stock. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties and covenants contained herein, the Investor agrees to purchase at the Closing, and the Company agrees to sell and issue to the Investor at the Closing (as defined herein), 1,541,261 shares of the Company's Common Stock, $.001 par value (the "Common Stock") for the aggregate purchase price of $15,412.61.

1.2 Closing. The purchase and sale of the Common Stock shall take place at the offices of Membrado & Montell, LLP, New York, New York, at 10:00 A.M., on April 15, 2003 or at such other time and place as the Company and the Investor agree upon orally or in writing (which time and place are designated as the "Closing"). At the Closing, the Company shall deliver to the Investor certificates (in the denominations requested by the Investor) representing the Common Stock which the Investor is purchasing against delivery to the Company by the Investor of the full purchase price therefor, which shall be paid by cashier's or bank check payable to the Company's order or by wire transfer to such account as the Company shall designate.

1.3 Requirement of Purchase Price Delivery. No purchase of any shares of Common Stock hereof shall be deemed to have been made pursuant to this Agreement and no rights hereunder shall inure to the Investor, unless the total purchase price for the Common Stock is delivered at the Closing pursuant to Section 1.2 hereof.

2. Representations and Warranties of the Company. The Company and the Subsidiary hereby represents and warrants to the Investor that:

2.1 Organization and Good Standing. Each of the Company and the Subsidiary is a corporation duly organized, validly existing, and in good standing under the laws of its state of organization and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. Each of the Company and the Subsidiary is qualified to do business in each jurisdictions where such qualification is required, except where the lack of such qualification would not have a material adverse effect on the business or assets of the Company and the Subsidiary, taken as a whole.

2.2 Capitalization. The current capitalization of the Company is as follows:

(a) Common Stock: There are currently one hundred million (100,000,000) authorized shares of Common Stock, par value $.001 per share, of which 18,409,416 shares are issued and outstanding after giving effect to the transactions contemplated hereby.

(b) On a Fully-Diluted Basis: Except for (i) 40,000 shares which the Company intends to issue to Technology Capital Group, Inc., (ii) 20,000 shares which the Company intends to issue to its Scientific Advisory Board, and (iii) an option to acquire 100,000 shares at the market price on the date of issuance, which the Company intends to issue to a member of its Board of Directors, there are not outstanding any options, warrants, rights (including conversion or preemptive rights), or agreements for the purchase or acquisition from the Company or, to the knowledge of the Company from any shareholder, of

any shares of the capital stock of the Company.

2.3 Subsidiaries. Except for the Subsidiary, the Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Authorization. All corporate action on the part of the Company and the Subsidiary, and their respective officers, directors, and shareholders necessary for the authorization, execution, and delivery of this Agreement and the agreements attached as exhibits hereto (such agreements being herein referred to as the "Ancillary Agreements"), the performance of all obligations of the Company and/or the Subsidiary under each of the Agreement and the Ancillary Agreements, and the authorization, issuance (or reservation for issuance), and delivery of the Common Stock being sold hereunder has been taken or will be taken prior to the Closing, and this Agreement and the Ancillary Agreements constitute (or will constitute upon the execution thereof) the valid and legally binding obligations of the Company and/or the Subsidiary, as the case may be, and each of the other parties thereto (other than the Investor), enforceable in accordance with their respective terms. The Company and the Subsidiary has the requisite corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements.

2.5 Valid Issuance of Common Stock.

(a) The Common Stock which is being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms hereof or thereof, will be duly and validly issued, fully paid and nonassessable free and clear of any taxes, liens, claims, preemptive rights or similar rights or encumbrances imposed by or through the Company or under law and, assuming the accuracy of the representations of the Investor in this Agreement, will be issued in compliance with all applicable federal and state securities laws.

(b) The outstanding shares of Common Stock are all duly and validly authorized and issued, fully paid and nonassessable, were not issued in violation of the terms of any contract binding upon the Company, and were issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, local, or provincial governmental authority on the part of the Company or the Subsidiary is required in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby or thereby, other than filings required under federal and state securities laws.

2.7 Compliance with Other Instruments.

(a) Each of the Company and the Subsidiary is in compliance with each, and is not in violation or default of any, provision of its charter documents or bylaws, or judgment, order, writ, or decree, or any material contract, agreement, instrument, or commitment to which it is a party or by which it is bound, or material provision of any statute, law, rule, or regulation applicable to the Company or the Subsidiary, its assets, or its business. There is no term or provision in any of the foregoing documents and instruments which materially adversely affects the business (as now conducted or as proposed to be conducted), assets or financial condition of the Company or the Subsidiary. The execution, delivery, and performance of this Agreement or any of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree, or contract or an event that results in the creation or any lien, charge, or encumbrance upon any assets of the Company or the Subsidiary. There are no outstanding puts, calls, commitments, anti-dilution or ratchet protections, proxy or voting trust agreements, preemptive, change of control or similar rights or other agreements to which the Company or the Subsidiary is a party or by which the Company or the Subsidiary is otherwise bound which relate

to, restrict or affect any of the capital stock of the Company or the Subsidiary that any person or entity would be entitled to exercise or invoke as a result of, or in connection with, the purchase by the Investor of the Common Stock or which are otherwise in effect.

2.8 Registration Rights. Except for the registration rights provided to the Investor, neither the Company nor the Subsidiary has granted or agreed to grant any registration rights, including without limitation any demand or piggyback rights, to any person or entity.

2.9 Legal Proceedings. Except as set forth on Schedule 2.9, there are no actions or proceedings pending or, to the actual knowledge of the Company or the Subsidiary, threatened against, relating to or affecting the Company or the Subsidiary.

2.10 Intellectual Property. There is not pending nor, to the Company's knowledge, threatened any action, suit, investigation, or proceeding contesting or challenging the rights of the Company or the Subsidiary in or to any material item of intellectual property owned or used by the Company or the Subsidiary, in the conduct of its business (the "Intellectual Property"), or the validity of any of the Intellectual Property.

2.11 SEC Documents; Financial Statements. Except as set forth on Schedule 2.11, the Company is subject to periodic reporting requirements of Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act (all of the foregoing including filings incorporated by reference therein being referred to herein as the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such documents, and, as of their respective filing dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company and its subsidiaries, as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

2.12 No Material Adverse Event. Except as listed on Schedule 2.12, since September 30, 2002, no material adverse event has occurred or exists with respect to the Company or its subsidiaries).

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants that:

3.1 Authorization. This Agreement constitutes a valid and legally binding obligation, enforceable against Investor in accordance with its terms.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company,

which by the Investor's execution of this Agreement the Investor hereby confirms, that the Common Stock to be received by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, by executing this Agreement, each Investor further represents that the Investor does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Securities. The Investor represents that it has full power and authority to enter into this Agreement.

3.3 Restricted Securities. The Investor understands that the shares of Common Stock it is purchasing constitute "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended (the "Act"), except in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

3.4 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until:

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

(b) (i) the Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act.

3.8 Legends. It is understood that the certificates evidencing the Common Stock (and the Common Stock issuable upon conversion thereof) may bear the following legend:

These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged, or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act or an opinion of counsel reasonably satisfactory to the Company that such registration is not required.

3.9 Accredited Investor. The Investor is an "accredited investor" as such term is defined in Rule 501 under the Act.

4. Conditions of Investor's Obligations at Closing. The obligation of the Investor under Section 1.1(b) of this Agreement is subject to the fulfillment on or before the Closing of each of the following conditions, the waiver of which shall not be effective against the Investor unless consented thereto in writing:

4.1 Representations and Warranties. The representations and warranties of the Company and the Subsidiary contained in Section 2 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor and Investor's counsel, if any, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.4 Blue-Sky Compliance. The Company shall have complied with all requirements of federal and state securities or "Blue Sky" laws with respect to the issuance of the Common Stock to the Investor hereunder.

4.5 Stock Certificates. The Company shall deliver to the Investor at the Closing a stock certificate or certificates evidencing the Common Stock.

4.6 Registration Rights Agreement. The Company shall have executed and delivered to the Investor the Registration Rights Agreement substantially in the form attached hereto as Exhibit A.

4.7 Shareholders Agreement. The Company, the Investor, certain other investors and Michael Dent shall have executed and delivered to the Investor the Shareholders Agreement substantially in the form attached hereto as Exhibit B.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

5.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 3 shall be true on and as the Closing with the same effect as though such representations and warranties have been made on and as of the Closing.

5.2 Payment of Purchase Price. The Investor shall have delivered the purchase price specified in Section 1.1.

7. Covenants of the Company and the Subsidiary.

7.1 Inspection. Each of the Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's and the Subsidiary's properties, to examine its books of account and records, and to discuss their respective affairs, finances, and accounts with their respective officers, all at such reasonable times as may be requested by the Investor; provided, however, that neither the Company not the Subsidiary shall be obligated pursuant to this Section 7.1 to provide access to any information which it reasonably considers to be a trade secret, the disclosure of which the Company reasonably believes may adversely affect its business.

8. Miscellaneous.

8.1 Survival of Warranties. The warranties, representations, and covenants of the Company and Investor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor or the Company.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other

than the parties hereto or their respective heirs, legal representatives, successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither this Agreement nor any of the rights and obligations created hereby can be assigned by the Company, and any such attempted assignment will be void. Any Investor can transfer all or any portion of its rights and obligations hereunder to any other person or entity selected by the Investor who is not a competitor of the Company.

8.3 Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Nevada shall govern all issues concerning the relative rights of the Company and its shareholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

8.7 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction, except for a payment of 40,000 shares of Common Stock and $4,000 payable by the Company to Technology Capital Group, Inc. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible.

8.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution, performance and closing of this Agreement and the transactions contemplated hereby.

8.9 Amendments and Waivers. Any term of this Agreement may be

amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor.

8.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed on their behalf by an agent thereunto duly authorized, this Agreement as of the date first above written.

NEOGENOMICS, INC.
A Nevada Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

NEOGENOMICS, INC.
A Florida Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

The Investor:

_____
Steven C. Jones
Address:
1740 Persimmon Drive
Naples, FL 34109

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this "Agreement") is made as of April 15, 2003 by and between NeoGenomics, Inc., a Nevada corporation, (the "Company"), NeoGenomics, Inc., a Florida corporation and a wholly-owned subsidiary of the Company (the "Subsidiary"), and Larry Kuhnert, an individual (the "Investor").

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Purchase and Sale of Stock.

1.1 Sale and Issuance of Common Stock. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties and covenants contained herein, the Investor agrees to purchase at the Closing, and the Company agrees to sell and issue to the Investor at the Closing (as defined herein), 1,541,261 shares of the Company's Common Stock, $.001 par value (the "Common Stock") for the aggregate purchase price of $15,412.61.

1.2 Closing. The purchase and sale of the Common Stock shall take place at the offices of Membrado & Montell, LLP, New York, New York, at 10:00 A.M., on April 15, 2003 or at such other time and place as the Company and the Investor agree upon orally or in writing (which time and place are designated as the "Closing"). At the Closing, the Company shall deliver to the Investor certificates (in the denominations requested by the Investor) representing the Common Stock which the Investor is purchasing against delivery to the Company by the Investor of the full purchase price therefor, which shall be paid by cashier's or bank check payable to the Company's order or by wire transfer to such account as the Company shall designate.

1.3 Requirement of Purchase Price Delivery. No purchase of any shares of Common Stock hereof shall be deemed to have been made pursuant to this Agreement and no rights hereunder shall inure to the Investor, unless the total purchase price for the Common Stock is delivered at the Closing pursuant to Section 1.2 hereof.

2. Representations and Warranties of the Company. The Company and the Subsidiary hereby represents and warrants to the Investor that:

2.1 Organization and Good Standing. Each of the Company and the Subsidiary is a corporation duly organized, validly existing, and in good standing under the laws of its state of organization and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. Each of the Company and the Subsidiary is qualified to do business in each jurisdictions where such qualification is required, except where the lack of such qualification would not have a material adverse effect on the business or assets of the Company and the Subsidiary, taken as a whole.

2.2 Capitalization. The current capitalization of the Company is as follows:

(a) Common Stock: There are currently one hundred million (100,000,000) authorized shares of Common Stock, par value $.001 per share, of which 18,409,416 shares are issued and outstanding after giving effect to the transactions contemplated hereby.

(b) On a Fully-Diluted Basis: Except for (i) 40,000 shares which the Company intends to issue to Technology Capital Group, Inc., (ii) 20,000 shares which the Company intends to issue to its Scientific Advisory Board, and (iii) an option to acquire 100,000 shares at the market price on the date of issuance, which the Company intends to issue to a member of its Board of Directors, there are not outstanding any options, warrants, rights (including conversion or preemptive rights), or agreements for the purchase or acquisition from the Company or, to the knowledge of the Company from any shareholder, of

any shares of the capital stock of the Company.

2.3 Subsidiaries. Except for the Subsidiary, the Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Authorization. All corporate action on the part of the Company and the Subsidiary, and their respective officers, directors, and shareholders necessary for the authorization, execution, and delivery of this Agreement and the agreements attached as exhibits hereto (such agreements being herein referred to as the "Ancillary Agreements"), the performance of all obligations of the Company and/or the Subsidiary under each of the Agreement and the Ancillary Agreements, and the authorization, issuance (or reservation for issuance), and delivery of the Common Stock being sold hereunder has been taken or will be taken prior to the Closing, and this Agreement and the Ancillary Agreements constitute (or will constitute upon the execution thereof) the valid and legally binding obligations of the Company and/or the Subsidiary, as the case may be, and each of the other parties thereto (other than the Investor), enforceable in accordance with their respective terms. The Company and the Subsidiary has the requisite corporate power to enter into and perform its obligations under this Agreement and the Ancillary Agreements.

2.5 Valid Issuance of Common Stock.

(a) The Common Stock which is being purchased by the Investor hereunder, when issued, sold, and delivered in accordance with the terms hereof or thereof, will be duly and validly issued, fully paid and nonassessable free and clear of any taxes, liens, claims, preemptive rights or similar rights or encumbrances imposed by or through the Company or under law and, assuming the accuracy of the representations of the Investor in this Agreement, will be issued in compliance with all applicable federal and state securities laws.

(b) The outstanding shares of Common Stock are all duly and validly authorized and issued, fully paid and nonassessable, were not issued in violation of the terms of any contract binding upon the Company, and were issued in compliance with all applicable federal and state securities laws.

2.6 Governmental Consents. No consent, approval, order, or authorization of, or registration, qualification, designation, declaration, or filing with, any federal, state, local, or provincial governmental authority on the part of the Company or the Subsidiary is required in connection with the execution of this Agreement and the consummation of the transactions contemplated hereby or thereby, other than filings required under federal and state securities laws.

2.7 Compliance with Other Instruments.

(a) Each of the Company and the Subsidiary is in compliance with each, and is not in violation or default of any, provision of its charter documents or bylaws, or judgment, order, writ, or decree, or any material contract, agreement, instrument, or commitment to which it is a party or by which it is bound, or material provision of any statute, law, rule, or regulation applicable to the Company or the Subsidiary, its assets, or its business. There is no term or provision in any of the foregoing documents and instruments which materially adversely affects the business (as now conducted or as proposed to be conducted), assets or financial condition of the Company or the Subsidiary. The execution, delivery, and performance of this Agreement or any of the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby will not result in any such violation or be in conflict with or constitute, with or without the passage of time or giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree, or contract or an event that results in the creation or any lien, charge, or encumbrance upon any assets of the Company or the Subsidiary. There are no outstanding puts, calls, commitments, anti-dilution or ratchet protections, proxy or voting trust agreements, preemptive, change of control or similar rights or other agreements to which the Company or the Subsidiary is a party or by which the Company or the Subsidiary is otherwise bound which relate

to, restrict or affect any of the capital stock of the Company or the Subsidiary that any person or entity would be entitled to exercise or invoke as a result of, or in connection with, the purchase by the Investor of the Common Stock or which are otherwise in effect.

2.8 Registration Rights. Except for the registration rights provided to the Investor, neither the Company nor the Subsidiary has granted or agreed to grant any registration rights, including without limitation any demand or piggyback rights, to any person or entity.

2.9 Legal Proceedings. Except as set forth on Schedule 2.9, there are no actions or proceedings pending or, to the actual knowledge of the Company or the Subsidiary, threatened against, relating to or affecting the Company or the Subsidiary.

2.10 Intellectual Property. There is not pending nor, to the Company's knowledge, threatened any action, suit, investigation, or proceeding contesting or challenging the rights of the Company or the Subsidiary in or to any material item of intellectual property owned or used by the Company or the Subsidiary, in the conduct of its business (the "Intellectual Property"), or the validity of any of the Intellectual Property.

2.11 SEC Documents; Financial Statements. Except as set forth on Schedule 2.11, the Company is subject to periodic reporting requirements of Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act, including material filed pursuant to Section 13(a) or 15(d) of the Exchange Act (all of the foregoing including filings incorporated by reference therein being referred to herein as the "SEC Documents"). As of their respective filing dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such documents, and, as of their respective filing dates, none of the SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Company included in the SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable rules and regulations with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements), and fairly present in all material respects the financial position of the Company and its subsidiaries, as of the dates thereof and the results of operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments).

2.12 No Material Adverse Event. Except as listed on Schedule 2.12, since September 30, 2002, no material adverse event has occurred or exists with respect to the Company or its subsidiaries).

3. Representations and Warranties of the Investor. The Investor hereby represents and warrants that:

3.1 Authorization. This Agreement constitutes a valid and legally binding obligation, enforceable against Investor in accordance with its terms.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Investor in reliance upon the Investor's representation to the Company,

which by the Investor's execution of this Agreement the Investor hereby confirms, that the Common Stock to be received by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same, by executing this Agreement, each Investor further represents that the Investor does not have any contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Securities. The Investor represents that it has full power and authority to enter into this Agreement.

3.3 Restricted Securities. The Investor understands that the shares of Common Stock it is purchasing constitute "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such laws and applicable regulations such securities may not be resold without registration under the Securities Act of 1933, as amended (the "Act"), except in certain limited circumstances. In this connection, the Investor represents that it is familiar with Rule 144 under the Act, as presently in effect, and understands the resale limitations imposed thereby and by the Act.

3.4 Further Limitations on Disposition. Without in any way limiting the representations set forth above, the Investor further agrees not to make any disposition of all or any portion of the Securities unless and until:

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

(b) (i) the Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and (ii) if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration of such shares under the Act.

3.8 Legends. It is understood that the certificates evidencing the Common Stock (and the Common Stock issuable upon conversion thereof) may bear the following legend:

These securities have not been registered under the Securities Act of 1933. They may not be sold, offered for sale, pledged, or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act or an opinion of counsel reasonably satisfactory to the Company that such registration is not required.

3.9 Accredited Investor. The Investor is an "accredited investor" as such term is defined in Rule 501 under the Act.

4. Conditions of Investor's Obligations at Closing. The obligation of the Investor under Section 1.1(b) of this Agreement is subject to the fulfillment on or before the Closing of each of the following conditions, the waiver of which shall not be effective against the Investor unless consented thereto in writing:

4.1 Representations and Warranties. The representations and warranties of the Company and the Subsidiary contained in Section 2 shall be true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

4.2 Performance. The Company shall have performed and complied with all agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by it on or before the Closing.

4.3 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Investor and Investor's counsel, if any, and they shall have received all such counterpart original and certified or other copies of such documents as they may reasonably request.

4.4 Blue-Sky Compliance. The Company shall have complied with all requirements of federal and state securities or "Blue Sky" laws with respect to the issuance of the Common Stock to the Investor hereunder.

4.5 Stock Certificates. The Company shall deliver to the Investor at the Closing a stock certificate or certificates evidencing the Common Stock.

4.6 Registration Rights Agreement. The Company shall have executed and delivered to the Investor the Registration Rights Agreement substantially in the form attached hereto as Exhibit A.

4.7 Shareholders Agreement. The Company, the Investor, certain other investors and Michael Dent shall have executed and delivered to the Investor the Shareholders Agreement substantially in the form attached hereto as Exhibit B.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to the Investor under this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions by the Investor:

5.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 3 shall be true on and as the Closing with the same effect as though such representations and warranties have been made on and as of the Closing.

5.2 Payment of Purchase Price. The Investor shall have delivered the purchase price specified in Section 1.1.

7. Covenants of the Company and the Subsidiary.

7.1 Inspection. Each of the Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's and the Subsidiary's properties, to examine its books of account and records, and to discuss their respective affairs, finances, and accounts with their respective officers, all at such reasonable times as may be requested by the Investor; provided, however, that neither the Company not the Subsidiary shall be obligated pursuant to this Section 7.1 to provide access to any information which it reasonably considers to be a trade secret, the disclosure of which the Company reasonably believes may adversely affect its business.

8. Miscellaneous.

8.1 Survival of Warranties. The warranties, representations, and covenants of the Company and Investor contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of the Investor or the Company.

8.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other

than the parties hereto or their respective heirs, legal representatives, successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. Neither this Agreement nor any of the rights and obligations created hereby can be assigned by the Company, and any such attempted assignment will be void. Any Investor can transfer all or any portion of its rights and obligations hereunder to any other person or entity selected by the Investor who is not a competitor of the Company.

8.3 Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Nevada shall govern all issues concerning the relative rights of the Company and its shareholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

8.6 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified or upon deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

8.7 Finder's Fee. Each party represents that it neither is nor will be obligated for any finders' fee or commission in connection with this transaction, except for a payment of 40,000 shares of Common Stock and $4,000 payable by the Company to Technology Capital Group, Inc. The Investor agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Investor or any of its officers, partners, employees, or representatives is responsible. The Company agrees to indemnify and hold harmless the Investor from any liability for any commission or compensation in the nature of a finders' fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible.

8.8 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses incurred in connection with the negotiation, execution, performance and closing of this Agreement and the transactions contemplated hereby.

8.9 Amendments and Waivers. Any term of this Agreement may be

amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Investor.

8.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the undersigned have executed, or caused to be executed on their behalf by an agent thereunto duly authorized, this Agreement as of the date first above written.

NEOGENOMICS, INC.
A Nevada Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

NEOGENOMICS, INC.
A Florida Corporation

By:_____
Name: Michael Dent
Title: Chief Executive Officer

The Investor:

_____
Larry Kuhnert
Address:
5120 Timberview Terrace
Orlando, FL 32819

SHAREHOLDERS' AGREEMENT

Shareholders' Agreement ("Shareholders' Agreement"), dated as of April 15, 2003 by and among NeoGenomics, Inc., a Nevada corporation having its principal offices at 1726 Medical Blvd., Suite 101, Naples, FL 34110 (the "Company"), Michael Dent ("Dr. Dent"), MVP 3, LP, a limited partnership organized under the laws of Delaware ("MVP"), John Elliot, Steven Jones, and Larry Kuhnert (collectively, the "Individual Investors"). Dr. Dent, MVP and the Individual Investors may be referred to herein individually as a "Shareholder" and collectively as the "Shareholders."

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W I T N E S S E T H:

WHEREAS, the Shareholders own shares (the "Shares") of the issued and outstanding common stock, par value $0.001 per share (the "Common Stock") of the Company in the amounts set forth opposite their names on Schedule "A" attached to this Agreement;

WHEREAS, MVP, the Company and NeoGenomics, Inc., a Florida corporation and a wholly owned subsidiary of the Company, are entering into a certain Loan Agreement, dated as of April 15, 2003 (the "Loan Agreement"); and

WHEREAS, the Company and Shareholders believe it to be in their best interests to provide for the continuity of management and policies of the Company by imposing certain restrictions and obligations on themselves and the outstanding Shares of the Company.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and subject to the terms and conditions hereof, the parties agree as follows:

ARTICLE I
MANAGEMENT OF THE COMPANY AND RELATED MATTERS

1.1 Management and Operation of the Company. The responsibility for the overall management and operations of the Company shall be entrusted to its Board of Directors (the "Board"). The Company shall be administered in accordance with the purposes of this Agreement and in accordance with the bylaws of the Company and the laws of the State of Nevada.

1.2 Board of Directors.

1.2.1 Composition of Board. The Shareholders agree that during the Term of this Agreement the Board of Directors of the Company shall consist of no more than seven (7) members and that the initial Board of Directors shall be as follows until such time as new members shall be elected or appointed to the Board of Directors in accordance with this Agreement:

Michael T. Dent, M.D.
Kevin J. Lindheim

The Board of Directors shall hold their positions until the next annual meeting of Shareholders. The Shareholders and the Company further agree that at each meeting of Shareholders, the Company's Board of Directors shall be nominated by the Company and elected by the Shareholders in accordance with the terms, conditions, and provisions of Section 1.2.2 below.

1.2.2 Election of the Board of Directors. At each annual meeting of shareholders or any special meeting of shareholders called to elect Directors, Dr. Dent, MVP and the Individual Investors agree to vote their respective Shares (whether now owned or hereinafter acquired) at all such meetings of the shareholders or pursuant to any written action or consent without a meeting so that the Company's Board of Directors shall, at all times, consist of members who shall be nominated and elected as follows:

(i) The Dent Director. Dr. Dent shall have the right to nominate and elect one (1) director (the "Dent Director") to the Company's Board of

Directors. The right of Dr. Dent to appoint the Dent Director will expire upon the earlier of: (i) Dr. Dent's resignation as an officer of the Company; (ii) the termination of Dr. Dent's employment for cause (as set forth in his Employment Agreement); or (iii) the sale by Dr. Dent of more than fifty percent (50%) of the Shares he holds as of the date of this Agreement.

(ii) The MVP Directors. MVP shall have the right to nominate and elect four (4) directors (the "MVP Directors") to the Company's Board of Directors.

(iii) The Independent Directors. MVP and Dr. Dent shall mutually agree upon two non-employee directors (the "Independent Directors") and shall appoint such individuals to the Company's Board of Directors.

1.2.3 Non-voting Observers. At any time that no MVP Director serves on the Company's Board of Directors, MVP shall be entitled to appoint up to two (2) non-voting observers to the Board, and such observers shall be entitled to notice of and attendance at all Board meetings, advance copies of all consents provided to directors for execution, and access to all information made available to the Board. Such observers shall incur no liability as directors for serving in their capacity as non-voting observers, but shall in their capacity as non-voting observers be eligible for indemnification by the Company to the same extent as any Board member. MVP shall be entitled to appoint, re-appoint, remove, replace, and fill any vacancy arising from the death, disability, resignation, or removal by the MVP of any such observer. The Company shall not have the right to remove any such observer, but the Company shall be entitled to request that MVP replace any observer that the Company, in good faith, believes improperly impairs the function of the Board, to which request MVP shall give due consideration.

1.2.4 Term; etc. Dr. Dent, MVP and the Individual Investors shall vote their respective shares of stock for the persons nominated as directors in accordance with this Section 1.2 and who otherwise meet the standards for qualification set forth herein; provided that, notwithstanding anything else contained herein, the Shareholders shall not be required to vote their shares in favor of, and shall be entitled to remove, any director nominee who has: (i) been convicted of, or entered a plea of guilty or nolo contendere to, a felony or misdemeanor involving fraud, embezzlement, theft or dishonesty or other criminal conduct against Company, (ii) has died or been judicially declared incompetent or of unsound mind, (iii) unexcused absences from three (3) consecutive Board meetings or (iv) been terminated "for cause" (as such term is defined therein) pursuant to any written employment agreement or consulting agreement between such director and the Company. Each person nominated as a director must be at least twenty-one (21) years of age. All directors shall serve for one (1) year terms, or until their earlier death, resignation, or removal or until re-elected at any annual or special meeting of the Shareholders in accordance with the foregoing procedures and requirements of this Section. Any director of the Company may be removed with or without cause, at any time, by majority vote (or written action) of the Shareholder group who nominated and elected such director. Any vacancy on the Board of Directors shall be filled by the Shareholder group who nominated and elected such director through the holding of a special meeting of Shareholders or pursuant to a written action or consent in lieu of a special meeting.

1.3 Officers. The Board shall appoint such officers of the Company as may be prescribed by the Company's bylaws. It is agreed by the parties that the initial officer of the Company shall be:

Name	Titles
Michael T. Dent, M.D.	Chief Executive Officer and Secretary

The officers of the Company shall have such powers and duties as prescribed by the Board and the Company's bylaws and, if applicable, as set forth in such officer's employment agreement with the Company.

1.4 Capitalization. The Company represents that the current capitalization of the Company is as follows:

(a) Common Stock: There are currently one hundred million (100,000,000) authorized shares of Common Stock, par value $.001 per share, of which 18,409,416 shares are issued and outstanding.

(b) On a Fully-Diluted Basis: Except for (i) 40,000 shares which the Company intends to issue to Technology Capital Group, Inc., (ii) 20,000 shares which the Company intends to issue to its Scientific Advisory Board, and (iii) an option to acquire 100,000 shares at the market price on the date of issuance, which the Company intends to issue to a member of its Board of Directors, there are not outstanding any options, warrants, rights (including conversion or preemptive rights), or agreements for the purchase or acquisition from the Company or, to the knowledge of the Company from any shareholder, of any shares of the capital stock of the Company.

ARTICLE II
RESTRICTIONS ON SHAREHOLDERS' TRANSFERS OF SHARES

2.1 Restrictions on Sales of Stock by Shareholders

(a) Subject to Section 2.1(b), the Shareholders shall not sell, assign, transfer, convey or otherwise dispose of (a "Sale") any of their Shares, whether now owned or hereafter acquired, unless they have complied with the provisions of Section 2.2 hereof (in the case of Dr. Dent) and then, to the extent applicable, with the provisions of Sections 2.3 and/or 2.4 hereof.

(b) Any Sale or attempted Sale of Stock in violation of any provision of this Agreement shall be void, and the Company shall not record such Sale on its books or treat any purported transferee of such Stock as the owner of such Stock for any purpose.

2.2 Rights of First Offer. Subject to Section 2.2(f), in addition to and not in limitation of any other restrictions on Sales of Shares contained in this Agreement, any Sale of Stock by Dr. Dent shall be consummated only in accordance with the following procedures:

(a) Dr. Dent shall first deliver to the Company and the Individual Investors a written notice (a "RFR Offer Notice"), which shall (i) state Dr. Dent's intention to sell Shares to one or more persons, the amount and type of Shares to be sold (the "Subject Shares"), the purchase price therefor and a summary of the other material terms of the proposed Sale and (ii) offer the Company and the Individual Investors the option to acquire all or a portion of such Subject Shares upon the terms and subject to the conditions of the proposed Sale as set forth in the RFR Offer Notice (the "RFR Offer"), provided that such RFR Offer may provide that it must be accepted by the Company and the Individual Investors (in the aggregate) on an all or nothing basis (an "All or Nothing Sale"). The RFR Offer shall remain open and irrevocable for the periods set forth below (and, to the extent the RFR Offer is accepted during such periods, until the consummation of the Sale contemplated by the RFR Offer). The Company shall have the right and option, for a period of 15 days after delivery of the RFR Offer Notice (the "Company RFR Acceptance Period"), to accept all or any part of the Subject Shares at the purchase price and on the terms stated in the RFR Offer Notice, provided that the Company may accept less than all of the Subject Shares, in an All or Nothing Sale, only if all of the remaining Subject Shares is accepted by the Individual Investors as set forth below. Such acceptance shall be made by delivering a written notice to Dr. Dent and to each of the Individual Investors within the Company RFR Acceptance Period.

(b) If the Company shall fail to accept all of the Subject Shares offered for Sale pursuant to, or shall reject in writing, the RFR Offer (the Company being required to notify in writing Dr. Dent and each of the Individual Investors of its rejection or failure to accept in the event of the same), then, upon the earlier of the expiration of the Company RFR Acceptance Period or the giving of such written notice of rejection or failure to accept such offer by the Company, each Investor shall have the right and option, for a period of 30 days thereafter (the "Individual Investors RFR Acceptance Period"), to accept all or

any part of the Subject Shares so offered and not accepted by the Company (the "Refused Stock") at the purchase price and on the terms stated in the RFR Offer Notice; provided, however, that, if the RFR Offer contemplated an All or Nothing Sale, the Individual Investors, in the aggregate, may accept, during the Investor RFR Acceptance Period, all, but not less than all, of the Refused Stock, at the purchase price and on the terms stated in the RFR Offer Notice. Such acceptance shall be made by delivering a written notice to the Company and Dr. Dent within the Individual Investors RFR Acceptance Period specifying the maximum number of shares such Investor will purchase (the "First Offer Shares"). If, upon the expiration of the Individual Investors RFR Acceptance Period, the aggregate amount of First Offer Shares exceeds the amount of Refused Stock, the Refused Stock shall be allocated among the Individual Investors in proportion to their ownership of the Company's capital stock on a fully diluted basis.

(c) If effective acceptance shall not be received pursuant to Sections 2.2(a) and/or 2.2(b) above, within the periods specified above, with respect to all of the Subject Shares offered for Sale pursuant to the RFR Offer Notice, then Dr. Dent may sell all or any portion of the Shares so offered for Sale and not so accepted (or, in the case of an All or Nothing Sale, all of the Subject Shares offered for sale pursuant to the RFR Offer Notice), at a price not less than the price, and on terms not more favorable to the purchaser thereof than the terms, stated in the RFR Offer Notice at any time within 90 days after the expiration of the Individual Investors RFR Acceptance Period (the "Sale Period"). To the extent Dr. Dent Sells all or any portion of the Shares so offered for Sale during the Sale Period, Dr. Dent shall promptly notify the Company, and the Company shall promptly notify the Individual Investors, as to (i) the number of Shares, if any, that Dr. Dent then owns, (ii) the number of Shares that Dr. Dent has sold, (iii) the terms of such Sale and (iv) the name of the owner(s) of any shares of Shares sold. In the event that all of the Shares are not sold by Dr. Dent during the Sale Period, the right of Dr. Dent to sell such unsold Stock shall expire and the obligations of this Section 2.2 shall be reinstated.

(d) All Sales of Subject Shares to the Company and/or the Individual Investors subject to any one RFR Offer Notice shall be consummated contemporaneously at the offices of the Company on a mutually satisfactory business day within 30 days after the expiration of the Company RFR Acceptance Period or the Investor RFR Acceptance Period, as applicable, or such other time and/or place as the parties to such Sales may agree. The delivery of certificates or other instruments evidencing such Subject Shares duly endorsed for transfer shall be made on such date against payment of the purchase price for such Subject Shares.

(e) Anything contained herein to the contrary notwithstanding, prior to any Sale of Shares by Dr. Dent pursuant to this Section 2.2, Dr. Dent shall, after complying with the provisions of this Section 2.2, comply with the provisions of Sections 2.3 and 2.4 hereof, in each case as applicable.

(f) Notwithstanding the provisions of Sections 2.2(a), (b) and (c), in the event that Dr. Dent shall propose to sell his Shares pursuant to provisions of Rule 144, Dr. Dent shall first deliver to the Company and the Individual Investors, a written notice (a "RFR Offer Notice"), which shall (1) state that Dr. Dent intends to sell Shares pursuant to Rule 144, including the number of shares proposed to be sold (the "Subject Shares") and (ii) offer the Company and the Individual Investors the option to acquire all or any portion of any such Shares at the market price for the Shares on the date of such notice (the "RFR Offer"). The RFR Offer shall remain open and irrevocable for the periods set forth below. The Company shall have the right and option for a period of ten days after delivery of the RFR Offer Notice, to accept all or any part of the Subject Shares at the purchase price described in the RFR Offer Notice. Such acceptance shall be made by delivering written notice to Dr. Dent and to each of the Individual Investors within the required period. If the Company shall fail to accept all of the Subject Shares offered for sale pursuant to the RFR Offer, then upon the expiration of the Company's acceptance period, each Individual Investor shall have the right and option, for a period of ten days thereafter, to accept all or any part of the Subject Shares so offered and not accepted by the Company at the purchase price described in the RFR Offer Notice. Such acceptance shall be made by delivering written notice to the Company and Dr. Dent within the required period specifying the maximum number of shares each such shareholder desires to purchase. If, the number of available shares exceeds the number available, the available number shall be allocated among the Individual Investors in proportion of their ownership of the Company's capital stock on a fully diluted basis. If the Company and the Individual Investors do

not agree to purchase all of the Subject Shares offered for sale pursuant to the RFR Offer Notice within the time periods set forth above, Dr. Dent may sell all or any portion of the Subject Shares not purchased into the existing current public market, at such price as he may receive in the public market, for a period of 90 days after the expiration of the Individual Investor's rights. To the extent Dr. Dent sells all or any portion of the Subject Shares, Dr. Dent shall promptly notify the Company and the Company shall promptly notify the Individual Investors as to the number of Subject Shares which Dr. Dent has sold pursuant to this provision. In the event that all of the Subject Shares are not sold by Dr. Dent during this 90 day period, the right of Dr. Dent to sell such unsold Shares shall expire and the obligations of this Section 2.2 shall be reinstated as to such Shares.

2.3 Right of Co-Sale.

(a) If any Shareholder (an "RCS Selling Shareholder") proposes to sell any Shares ("Co-Sale Shares") to a party or group (a "Co-Sale Transferee") in a transaction or series of related transactions resulting in the Co-Sale Transferee for the first time controlling the power to vote more than 25% of the total votes for nominees to the Board, such RCS Selling Shareholder shall first give reasonable notice in reasonable detail to each other Shareholder in sufficient time to allow each other Shareholder to participate in the sale on the same terms and conditions as such RCS Selling Shareholder. To the extent any prospective Co-Sale Transferee(s) refuses to purchase shares or other securities from a Shareholder exercising its rights of co-sale hereunder, the RCS Selling Shareholder shall not sell to such prospective Co-Sale Transferee(s) any co-Sale Shares unless and until, simultaneously with such sale, the RCS Selling Shareholder shall purchase the offered shares or other securities from the other Shareholder. Notwithstanding the foregoing, this Section 2.2(a) shall not apply to (i) any pledge of Co-Sale Shares made pursuant to a bona fide loan transaction that creates a mere security interest; (ii) any transfer to the ancestors, descendants or spouse or to trusts for the benefit of such persons of a transferring Shareholder; (iii) any bona fide gift; provided that the transferring Shareholder shall inform the other Shareholders of such pledge, transfer or gift prior to effecting it; or (iv) any sale of Shares pursuant to Rule 144. Such transferred Co-Sale Shares will remain "Co-Sale Shares" hereunder, and such pledgee, transferee or donee shall be bound by the terms and provisions of this Agreement.

2.4 Drag-Along Rights.

(a) If at any time the Shareholders holding fifty percent or more of the Company's then outstanding shares of capital stock (the "DAR Selling Shareholders(s)") shall propose to undertake a sale of fifty percent (50%) or more of the Company's then issued and outstanding shares of capital stock to an unaffiliated third party or group in a single transaction or series of related transactions (a "Proposed Drag-Along Transaction"), then each Shareholder shall, if requested by such DAR Selling Shareholder(s), sell all of its Shares in such transaction on the same terms and for the same per Share consideration. Such DAR Selling Shareholder(s) shall give each other Shareholder written notice ("Drag-Along Notice") of any Proposed Drag-Along Transaction at least twenty (20) days prior to the date on which such Proposed Drag-Along Transaction shall be consummated, including the terms and conditions thereof, and each such other Shareholder shall have the obligation to sell its Shares on such same terms and conditions in accordance with the instructions set forth in such Drag-Along Notice. In such event, each Shareholder shall deliver the Share certificate(s) (accompanied by duly executed stock powers or other instrument of transfer duly endorsed in blank) representing the Shares to the Company or to an agent designated by the Company for the purpose of effectuating the transfer of the Shares to the purchaser and the disbursement of the proceeds of such transactions to the Shareholder(s).

(b) Without limiting the generality of the foregoing, if the DAR Shareholders approve a sale (an "Approved Sale") structured as a merger or a consolidation or a sale of assets, then each Shareholder shall, if requested by the Company (i) vote for, consent to and/or not raise objections against such Approved Sale, (ii) waive (to the extent applicable) any dissenters, appraisal rights or similar rights in connection with a merger or consolidation, and (iii) take all necessary and desirable actions in connection with the consummation of the Approved Sale as reasonably requested by the Company, including, without limitation, exercising any warrants or conversion privileges.

(c) Any Shareholder required by the provisions of this Article II to transfer Shares shall not be required to make any representations and warranties in connection with such transfer or sale except as to good title and the absence of liens with respect to such Shares, the corporate or other existence of the Shareholder and the authority, form, validity and binding effect of, and the absence of any conflicts under the charter documents and material agreements of such Shareholder. No such Shareholder shall be required to provide any indemnity in connection with such Approved Sale except for indemnities for damages resulting from a breach of the above-stated representations and warranties.

ARTICLE III
RESTRICTIONS ON COMPANY'S ISSUANCE OF SHARES

3.1. Preemptive Rights.

(a) The Company hereby grants to each Shareholder, for a period of two (2) years from the date hereof, a preemptive right to purchase, on a pro rata basis and at the same price and upon the same terms as any other investors at such time, all or any part of any New Securities (as defined below) which the Company may, from time to time, propose to sell and issue subject to the terms and conditions set forth below. A Shareholder's pro rata share, for purposes of this subsection (a), shall equal a fraction, the numerator of which is the number of shares of Common Stock then held by such Shareholder on a fully-diluted basis, and the denominator of which is the total number of shares of Shares then held by all of the Shareholders on a fully-diluted basis.

(b) "New Securities" shall mean any capital stock of the Company
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whether now authorized or not and rights, options or warrants to purchase capital stock, and securities of any type whatsoever which are, or may become, convertible into capital stock; provided, however, that the term "New Securities" shall expressly not include (i) securities offered to the public pursuant to a Public Offering; (ii) securities issued for the acquisition of another corporation by the Company by merger, purchase of substantially all the assets of such corporation or other reorganization resulting in the ownership by the Company of not less than 51% of the voting power of such corporation; (iii) Common Stock issued to employees or consultants of the Company pursuant to a stock option plan, employee stock purchase plan, restricted stock plan or other employee stock plan or agreement approved by the Board of Directors of the Company (provided that the total number of shares to be issued under all such plans does not exceed 10% of the Company's shares outstanding as of the date of this Agreement); or (iv) securities issued as a result of any stock split, stock dividend or reclassification of Common Stock, distributable on a pro rata basis to all holders of Common Stock.

(c) If the Company intends to issue New Securities, it shall give each Shareholder ten (10) days written notice of such intention, describing the type of New Securities to be issued, the price thereof and the general terms upon which the Company proposes to effect such issuance. Each Shareholder shall have thirty (30) days (the "Exercise Period") from the date of any such notice to agree to exercise its preemptive right by giving written notice to the Company stating the quantity of New Securities to be so purchased. Each Shareholder shall have a right of overallotment such that if any Shareholder fails to exercise his or its preemptive right hereunder, the other Shareholders may purchase such portion on a pro rata basis, by giving written notice to the Company within ten (10) days from the date that the Company provides written notice to the other Shareholders of the amount of New Securities with respect to which such nonpurchasing Shareholder has failed to exercise its or his right hereunder.

[ ]

{ }(d) If any Shareholder or Shareholders fail to exercise the foregoing preemptive right with respect to any New Securities within the Exercise Period (or the additional ten day period provided for overallotments), the Company may thereafter sell any or all of such New Securities not agreed to be purchased by the Shareholders, at a price and upon general terms no more favorable to the purchasers thereof than specified in the notice given to each Shareholder pursuant to paragraph (c) above. In the event the Company has not sold such New Securities within a ninety (90) day period following expiration of the Exercise Period, the Company shall not thereafter issue or sell any New Securities without first offering such New Securities to the Shareholders in the manner provided above.

ARTICLE IV
OTHER COVENANTS

4.1 Dealings with Affiliates. The Company and its subsidiaries will not enter into any transaction with MVP, the Individual Investors, Dr. Dent or their affiliates, or any other officer or director of the Company or its subsidiaries, or any member of their respective immediate families or any corporation or other entity directly or indirectly controlled by one or more of such persons or members of their immediate families, except for transactions made for valid business purposes on terms and conditions which the independent directors of the Company conclude are reasonable and arm's length.

4.2 Indemnification.

(a) The Company agrees that, except as may be limited by applicable law, for six years from and after the date of this Agreement, the indemnification obligations set forth in the Company's bylaws as of the date of this Agreement, will not be amended, repealed or otherwise modified in any manner that would adversely affect the rights thereunder of the individuals who on or at any time prior to the date of this Agreement were entitled to indemnification thereunder with respect to matters occurring prior to the date of this Agreement.

(b) In addition to, and not in lieu of the forgoing, the Company shall indemnify, defend and hold harmless all officers and directors of the Company as of the date of this Agreement (the "Indemnified Parties") to the fullest extent permitted by applicable law and in the bylaws of the Company, as in effect as of the date hereof, from and against all liabilities, costs, expenses and claims (including, without limitation reasonable legal fees and disbursements, which shall be paid, reimbursed or advanced by the Company in a manner consistent with the applicable provisions of the Company's bylaws) arising out of actions taken prior to the date of this Agreement in performance of their duties as directors and officers of the Company, in connection with the transactions contemplated by this Agreement, which may be asserted against the Indemnified Parties from and after the date of this Agreement, provided, however, that the Company shall not have the obligation hereunder to any Indemnified Party if the indemnification of such Indemnified Party in the manner contemplated hereby is determined pursuant to a final non-appealable judgment rendered by a court of competent jurisdiction to be prohibited by applicable law.

ARTICLE V
MISCELLANEOUS

5.1. Specific Performance. Since it is impossible to measure in money the damages which would accrue by reason of a party's failure to perform any of its or his obligations under this Agreement. It is agreed that the parties hereto would be irreparably damaged in the event that this Agreement were not specifically enforced. Should, therefore, any dispute arise concerning the sale or disposition of any Shares, an injunction may be issued restraining the sale or disposition of such Shares pending the termination of such controversy. The purchase or sale of any Shares shall also be enforceable by a decree of specific performance. Such remedies shall not be exclusive, but shall be in addition to any other rights or remedies which the parties may have at law or in equity.

5.2. Termination. This Agreement shall automatically terminate upon the occurrence of any one of the following events:

(a) Cessation of the Company's business;

(b) Bankruptcy, receivership, or dissolution of the Company;

(c) Voluntary agreement in writing among the Company and each of the Shareholders; or

(d) The Company's completion of a public offering of its equity securities in which the gross proceeds to the Company are at least $10,000,000.

5.3 Legend. Each Shareholder and the Company shall take all action

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necessary (including exchanging with the Company certificates representing Shares issued prior to the date hereof) to cause each certificate representing outstanding Shares to bear a legend containing the following words:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, PLEDGED, EXCHANGED, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS (A) REGISTERED UNDER SUCH ACT AND ANY APPLICABLE STATE SECURITIES AND "BLUE SKY" LAWS OR (B) AN OPINION OF COUNSEL SATISFACTORY TO NEOGENOMICS, INC. (THE "COMPANY") THAT SUCH REGISTRATION IS NOT NECESSARY HAS BEEN DELIVERED TO THE COMPANY.

IN ADDITION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS SET FORTH IN THE SHAREHOLDERS' AGREEMENT DATED AS OF _____ BY THE COMPANY AND THE PARTIES THERETO, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE COMPANY."

5.4. Notices. Any and all notices or other communications required
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or permitted to be given hereunder shall be given in writing by certified mail, return receipt requested, addressed in the case of the Company to its principal office, and in the case of a Shareholder to his address appearing on the stock books of the Company and, if to the Individual Investors, with a copy to:

MEMBRADO MONTELL, LLP
535 West 34th Street, 2nd Floor
New York, New York 10001
Phone: (646) 792-2255
Telecopier No.: (646) 792-2258
Attn.: Scott Montell

5.5. Partial Invalidity. If any portion of this Agreement shall be
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ruled or adjudicated invalid for any reason, that por-tion shall be deemed excised here from and the remainder of this Agreement shall continue in full force and effect unaffected by any such invalidity.

5.6. Benefit and Binding Effect. This Agreement shall be binding upon
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and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. In the event that a Shareholder transfers any of its Shares to a third party, then, as a condition to such transfer, the third party shall enter into a counterpart of this Agreement and shall have all of the rights, and be subject to all of the duties and restrictions of a Shareholder under this Agreement, provided, however, that a transferee will not become a party to this Agreement, nor be subject to the duties and restrictions imposed on the Shareholders under this Agreement, if the transferee acquires the Shares in any of the following transfers:

(a) a sale of any Shares pursuant to Rule 144;

(b) a sale pursuant to Section 2.4.; or

(c) an offering registered under the Securities Act of 1933, as amended.

Notwithstanding anything to the contrary contained in this Agreement, during the period between the date of this Agreement and April 14, 2005, Dr. Dent shall not transfer in excess of 500,000 Shares during any calendar year, unless (i) as a condition to such transfer, the third party receiving shares in excess of 500,000 during any such calendar year shall enter into a counterpart of this Agreement and shall have all of the rights, and be subject to all of the duties and restrictions of a Shareholder under this Agreement, or (ii) such transfer is made pursuant to Section 2.3 (Right of Co-Sale) hereof.

5.7. Counterparts. This Agreement may be executed simultaneously in
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two or more counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

5.8. Governing Law. The corporate laws of the State of Nevada shall
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govern all issues concerning the relative rights of the Company and its shareholders. All other questions concerning the construction, validity,

enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

5.9 Entire Agreement. Each party hereto acknowledges that it or he has
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read this Agreement, understands it, and agrees to be bound by its terms, and further acknowledges and agrees that it is the complete and exclusive statement of the agreement and understanding of the parties regarding the subject matter hereof, which supersedes and merges all prior proposals, agreements and understandings, oral and written, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

NEOGENOMICS, INC.

By:_____
Name:
Title: President

MVP 3, LP, A DELAWARE LIMITED PARTNERSHIP

BY: MEDICAL VENTURE PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY, ITS GENERAL PARTNER

By:_____
Name:
Title:

_____
Michael T. Dent, M.D.

_____
John Elliot

_____
Steven Jones

_____
Larry Kuhnert

SCHEDULE A

OWNERSHIP OF SHARES

NAME	NUMBER OF SHARES	% OF FULLY DILUTED OUTSTANDING
MVP 3, LP	9,303,279	50.1%
John Elliot	1,541,261	8.3%
Steven Jones	1,541,261	8.3%
Larry Kuhnert	1,541,261	8.3%
Michael Dent	2,490,634	13.4%

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made this 15th day of April, 2003, by NEOGENOMICS, INC., a Nevada corporation (the "Company") for the benefit of MVP 3, LP, a Delaware limited partnership, John Elliot, an individual, Steven Jones, an individual, and Larry Kuhnert, an individual and Michael T. Dent, M.D., an individual (individually a "Shareholder" and collectively, the "Shareholders").

BACKGROUND

Pursuant to certain other agreements between the Company and the Shareholders, the Company has agreed to grant to the Shareholders certain registration rights, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.Registration Rights.

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) "Commission" shall mean the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(b) "Common Stock" shall mean the common stock, par value $0.001 per share, of the Company.

(c) "Form S-1, Form SB-1, Form S-2, Form SB-2 and Form S-3" shall mean Form S-1, Form SB-1, Form S-2, Form SB-2 or Form S-3, respectively, promulgated by the Commission or any substantially similar form then in effect.

(d) The terms "Register", "Registered" and "Registration" refer to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such Registration Statement.

(e) "Registrable Securities" shall mean the Shares so long as such shares are ineligible for sale under subparagraph (k) of Rule 144.

(f) "Registration Expenses" shall mean all expenses incurred by the Company in complying with Section 2, including, without limitation, all federal and state registration, qualification and filing fees, printing expenses, fees and disbursements of counsel for the Company, blue sky fees and expenses, the expense of any special audits incident to or required by any such Registration and the reasonable fees and disbursements of counsel for the Selling Shareholders, as selling shareholders.

(g) "Registration Statement" shall mean Form S-1, Form SB-1, Form S-2, Form SB-2 or Form S-3, whichever is applicable.

(h) "Restriction Termination Date" shall mean, with respect to any Registrable Securities, the earliest of (i) the date that such Registrable Securities shall have been Registered and sold or otherwise disposed of in accordance with the intended method of distribution by the seller or sellers thereof set forth in the Registration Statement covering such securities or transferred in compliance with Rule 144, and (ii) the date that an opinion of counsel to the Company containing reasonable assumptions (which opinion shall be subject to the reasonable approval of counsel to any affected Shareholder) shall have been rendered to the effect that the restrictive legend on the Shares can be properly removed and such legend shall have been removed.

(i) "Rule 144" shall mean Rule 144 promulgated by the Commission pursuant to the Securities Act.

(j) "Shareholders" shall mean, collectively, the Shareholders, their assignees and transferees, and individually, a Shareholder and any transferee or assignee of such Shareholder.

(k) "Securities Act" shall mean the Securities Act of 1933, as amended.

(l) "Selling Expenses" shall mean all underwriting discounts and selling commissions applicable to the sale of Registrable Securities pursuant to this Agreement.

(m) "Selling Shareholders" shall mean a holder of Registrable Securities who requests Registration under Section 2 herein.

(n) "Shares" shall mean the Common Stock issuable to the Shareholders pursuant to the Stock Purchase Agreements.

1.2 Required Registration. If the Company shall be requested by holders
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of at least 10% of the total Registrable Securities outstanding that the Company register all or part of such Shareholders' Registrable Securities, then the Company shall promptly, but in no event later than ten (10) days after its receipt of such request, give written notice of such proposed Registration to all Shareholders, and thereupon the Company shall promptly use its best efforts to effect the Registration of the Registrable Securities that the Company has been requested to Register for disposition as described in the request of such holders of Shares and in any response received from any of the holders of Shares within ten (10) days or such longer period as shall be set forth in the notice, after the giving of the written notice by the Company; provided, however, that the Company shall not be obligated to effect any Registration except in accordance with the following provisions:

(a) The Company shall not be obligated to file and cause to become effective more than three (3) registration statement in which Registrable Securities are Registered pursuant to this Section 1.2; provided, however, that the registration of Registrable Securities on a Form S-3 or any successor form where the gross proceeds from the sale of such securities are anticipated to be at least $250,000 shall not be counted towards such three (3) registration statement limit.

(b) Notwithstanding the foregoing, the Company may include in each such Registration requested pursuant to this Section 1.2 any authorized but unissued shares of Common Stock (or authorized treasury shares) for sale by the Company or any issued and outstanding shares of Common Stock for sale by others, provided, however, that, if the number of shares of Common Stock so included pursuant to this clause (b) exceeds the number of Registrable Securities requested by the holders of Shares requesting such Registration, then such Registration shall be deemed to be a Registration in accordance, with and pursuant to Section 1.3; and provided further, however, that the inclusion of such previously authorized but unissued shares of Common Stock by the Company or issued and outstanding shares of Common Stock by others in such Registration shall not prevent the holders of Shares requesting such Registration from registering the entire number of Registrable Securities requested by them.

(c) The Company shall not be required to file a registration statement pursuant to this Section 1: (i) within six (6) months after any other registration by the Company (other than under "Excluded Forms," as defined in Section 1.3 (a) below) or (ii) for six (6) months after the request for registration under this Section 1.2 if the Company is then engaged in negotiations regarding a material transaction which has not otherwise been publicly disclosed, or such shorter period ending on the date, whichever first occurs, that such transaction is publicly disclosed, abandoned or consummated.

1.3 Piggyback Registration.

(a) Each time that the Company proposes to Register a public offering solely of its Common Stock, other than pursuant to a Registration Statement on Form S-4 or Form S-8 or similar or successor forms (collectively, "Excluded Forms"), the Company shall promptly give written notice of such proposed Registration to all holders of Shares, which shall offer such holders the right to request inclusion of any Registrable Securities in the proposed Registration.

(b) Each holder of Shares shall have ten (10) days or such longer period as shall be set forth in the notice from the receipt of such notice to deliver to the Company a written request specifying the number of shares of Registrable Securities such holder intends to sell and the holder's intended plan of

disposition.

(c) In the event that the proposed Registration by the Company is, in whole or in part, an underwritten public offering of securities of the Company, any request under Section 1.3(b) may specify that the Registrable Securities be included in the underwriting on the same terms and conditions as the shares of Common Stock, if any, otherwise being sold through underwriters under such Registration.

(d) Upon receipt of a written request pursuant to Section 1.3(b), the Company shall promptly use its best efforts to cause all such Registrable Securities to be Registered, to the extent required to permit sale or disposition as set forth in the written request.

(e) Notwithstanding the foregoing, if the managing underwriter of an underwritten public offering, determines and advises in writing that the inclusion of all Registrable Securities proposed to be included in the underwritten public offering, together with any other issued and outstanding shares of Common Stock proposed to be included therein by holders other than the holders of Registrable Securities (such other shares hereinafter collectively referred to as the "Other Shares"), would interfere with the successful marketing of the securities proposed to be included in the underwritten public offering, then the number of such shares to be included in such underwritten public offering shall be reduced, and shares shall be excluded from such underwritten public offering in a number deemed necessary by such managing underwriter, first by excluding shares held by the directors, officers, employees and founders of the Company, and then, to the extent necessary, by excluding Registrable Securities participating in such underwritten public offering, pro rata, based on the number of shares of Registrable Securities each such holder proposed to include.

(f) All Shares that are not included in the underwritten public offering shall be withheld from the market by the holders thereof for a period, not to exceed 6 months following a public offering, that the managing underwriter reasonably determines as necessary in order to effect the underwritten public offering. The holders of such Shares shall execute such documentation as the managing underwriter reasonably requests to evidence this lock-up.

1.4 Preparation and Filing. If and whenever the Company is under an
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obligation pursuant to the provisions of this Section 1 to use its best efforts to effect the Registration of any Registrable Securities, the Company shall, as expeditiously as practicable:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its best efforts to cause such Registration Statement to become and remain effective in accordance with Section 1.4(b) hereof, keeping each Selling Shareholder advised as to the initiation, progress and completion of the Registration;

(b) prepare and file with the Commission such amendments and supplements to such Registration Statements and the prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for nine months and to comply with the provisions of the Securities Act with respect to the sale or other disposition of all Registrable Securities covered by such registration statement;

(c) furnish to each Selling Shareholder such number of copies of any summary prospectus or other prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such Selling Shareholder may reasonably request in order to facilitate the public sale or other disposition of such Registrable Securities;

(d) use its best efforts to register or qualify the Registrable Securities covered by such registration statement under the securities or blue sky laws of such jurisdictions as each Selling Shareholder shall reasonably request and do any and all other acts or things which may be necessary or advisable to enable such holder to consummate the public sale or other disposition in such jurisdictions of such Registrable Securities; provided, however, that the Company shall not be required to consent to general service of process, qualify to do business as a foreign corporation where it would not be otherwise required to qualify or submit to liability for state or local taxes where it is not liable for such taxes; and

(e) at any time when a prospectus covered by such Registration Statement is required to be delivered under the Securities Act within the appropriate period mentioned in Section 1.4(b) hereof, notify each Selling Shareholder of the happening of any event as a result of which the prospectus included in such Registration, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing and, at the request of such seller, prepare, file and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the Shareholders of such shares, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statement therein not misleading in the light of the circumstances then existing.

1.5 Expenses. The Company shall pay all Registration Expenses incurred by the Company in complying with this Section 1; provided, however, that all underwriting discounts and selling commissions applicable to the Registrable Securities covered by registrations effected pursuant to Section 1.2 hereof shall be borne by the seller or sellers thereof, in proportion to the number of Registrable Securities sold by such seller or sellers.

1.6 Information Furnished by Shareholder. It shall be a condition precedent to the Company's obligations under this Agreement as to any Selling Shareholder that each Selling Shareholder furnish to the Company in writing such information regarding such Selling Shareholder and the distribution proposed by such Selling Shareholder as the Company may reasonably request.

1.7 Indemnification.

1.7.1 Company's Indemnification of Shareholders. The Company shall indemnify each Selling Shareholder, each of its officers, directors and constituent partners, and each person controlling such Selling Shareholder, and each underwriter thereof, if any, and each of its officers, directors, constituent partners, and each person who controls such underwriter, against all claims, losses, damages or liabilities (or actions in respect thereof) suffered or incurred by any of them, to the extent such claims, losses, damages or liabilities arise out of or are based upon any untrue statement (or alleged untrue statement) of a material fact contained in any prospectus or any related Registration Statement incident to any such Registration, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of any rule or regulation promulgated under the Securities Act applicable to the Company and relating to actions or inaction required of the Company in connection with any such Registration; and the Company will reimburse each such Selling Shareholder, each such underwriter, each of their officers, directors and constituent partners and each person who controls any such Selling Shareholder or underwriter, for any legal and any other expenses as reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; provided, however, that the indemnity contained in this Section 1.7.1 shall not apply to amounts paid in settlement of any such claim, loss, damage, liability or action if settlement is effected without the consent of the Company (such consent shall not unreasonably be withheld); and provided, however, that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based upon any untrue statement or omission based upon written information furnished to the Company by such Selling Shareholder, underwriter, controlling person or other indemnified person and stated to be for use in connection with the offering of securities of the Company.

1.7.2 Selling Shareholder's Indemnification of Company. Each Selling Shareholder shall indemnify the Company, each of its directors and officers, each underwriter, if any, of the Company's Registrable Securities covered by a Registration Statement each person who controls the Company or such underwriter within the meaning of the Securities Act and each other Selling Shareholder, each of its officers, directors and constituent partners and each person controlling such other Selling Shareholder, against all claims, losses, damages

and liabilities (or actions in respect thereof) suffered or incurred by any of them and arising out of or based upon any untrue statement (or alleged untrue statement) of a material fact contained in such Registration Statement or related prospectus, or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by such Selling Shareholder of any rule or regulation promulgated under the Securities Act applicable to such Selling Shareholder and relating to actions or inaction required of such Selling Shareholder in connection with the Registration of the Registrable Securities pursuant to such Registration Statement; and will reimburse the Company, such other Selling Shareholders, such directors, officers, partners, persons, underwriters and controlling persons for any legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; such indemnification and reimbursement shall be to the extent, but only to the extent, that such untrue statement (or alleged untrue statement) or omission (or alleged omission) is made in such Registration Statement or prospectus in reliance upon and in conformity with written information furnished to the Company by such Selling Shareholder and stated to be specifically for use in connection with the offering of Registrable Securities.

1.7.3 Indemnification Procedure. Promptly after receipt by an
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indemnified party under this Section 1.7 of notice of the commencement of any action which may give rise to a claim for indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 1.7, notify the indemnifying party in writing of the commencement thereof and generally summarize such action. The indemnifying party shall have the right to participate in and to assume the defense of such claim, and shall be entitled to select counsel for the defense of such claim with the approval of any parties entitled to indemnification, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the parties entitled to indemnification shall have the right to employ separate counsel (reasonably satisfactory to the indemnifying party) to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified parties unless the named parties to such action or proceedings 'include both the indemnifying party and the indemnified parties and the indemnifying party or such indemnified parties shall have been advised by counsel that there are one or more legal defenses available to the indemnified parties which are different from or additional to those available to the indemnifying party (in which case, if the indemnified parties notify the indemnifying party in writing that they elect to employ separate counsel at the reasonable expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of the indemnified parties, it being understood, however, that the indemnifying party shall not, in connection with any such action or proceeding or separate or substantially similar or related action or proceeding in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate counsel at any time for all indemnified parties, which counsel shall be designated in writing by the Shareholders of a majority of the Registrable Securities).

1.7.4 Contribution. If the indemnification provided for in this
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Section 1.7 from an indemnifying party is unavailable to an indemnified party hereunder in respect to any losses, claims, damages, liabilities or expenses referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying party and indemnified party in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified party and the parties' relative intent, knowledge, access to information supplied by such indemnifying party or indemnified party and opportunity to correct or prevent such statement or omission. The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include any legal or other fees or expenses reasonably

incurred by such party in connection with investigating or defending any action, suit, proceeding or claim.

2. Covenants of the Company.

The Company agrees to:

(a) Notify the holders of Registrable Securities included in a Registration Statement of the issuance by the Commission of any stop order suspending the effectiveness of such Registration Statement or the initiation of any proceedings for that purpose. The Company will make every reasonable effort to prevent the issuance of any stop order and, if any stop order is issued, to obtain the lifting thereof at the earliest possible time.

(b) If the Common Stock is then listed on a national securities exchange, use its best efforts to cause the Registrable Securities to be listed on such exchange. If the Common Stock is not then listed on a national securities exchange, use its commercially reasonable efforts to facilitate the reporting of the Registrable Securities on NASDAQ.

(c) Take all other reasonable actions necessary to expedite and facilitate disposition of the Registrable Securities by the holders thereof pursuant to the Registration Statement.

(d) With a view to making available to the holders of Registrable Securities the benefits of Rule 144 promulgated under the Securities Act and any other rule or regulation of the Commission that may at any time permit the Shareholders to sell securities of the Company to the public without registration, the Company, after it has become obligated to file periodic or other reports pursuant to Section 13 of the 1934 Act agrees to:

(i) file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Securities and Exchange Act of 1934 (the "1934 Act"); and

(ii) furnish to each holder of Shares, so long as such holder of Shares owns any Shares, forthwith upon written request (a) a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after 90 days after the effective date of the first registration statement filed by the Company), the Securities Act and the 1934 Act (at any time after it has become subject to such reporting requirements), (b) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company and (c) such other information as may be reasonably requested and as is publicly available in availing the holders of Shares of any rule or regulation of the Commission which permits the selling of any such securities without registration.

(e) Prior to the filing of the Registration Statement or any amendment thereto (whether pre-effective or post-effective), and prior to the filing of any prospectus or prospectus supplement related thereto, the Company will provide each Selling Shareholder with copies of all pages thereto, if any, which reference such Selling Shareholder.

3. Miscellaneous.

(a) Notices required or permitted to be given hereunder shall be in writing and shall be deemed to be sufficiently given when personally delivered or sent by registered mail, return receipt requested, addressed (i) if to the Company, at 1726 Medical Blvd, Suite 101, Naples, FL 34110 and (ii) if to a Shareholder, at the address set forth in the Company's records, or at such other address as each such party furnishes by notice given in accordance with this Section 3(a);

(b) Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, will not operate as a waiver thereof. No waiver will be effective unless and until it is in writing and signed by the party giving the waiver;

(c) Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Nevada shall govern all issues concerning the relative rights of the Company and its Shareholders. All other questions concerning the construction,

validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Florida. Each party hereby irrevocably submits to the jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

(d) In the event that any provision of this Agreement is invalid or unenforceable under any applicable or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision hereof,

(e) This Agreement may be assigned by the Shareholders to any transferee of the Shareholder's Shares;

(f) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; and

(g) This Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

IN WITNESS WHEREOF, the Company has executed this Agreement for the benefit of the Shareholders by its duly authorized officer as of the date first above written.

NEOGENOMICS, INC.

By:_____
Name:
Title: President

MVP 3, LP, A DELAWARE LIMITED PARTNERSHIP

BY: MEDICAL VENTURE PARTNERS, LLC,
A DELAWARE LIMITED LIABILITY
COMPANY, ITS GENERAL PARTNER

By:_____
Name:
Title:

_____
John E. Elliot

_____
Steven C. Jones

_____
Larry R. Kuhnert

Michael T. Dent, M.D.

EXECUTION COPY

LOAN AND SECURITY AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), made and entered into as of April 15, 2003, by and between NEOGENOMICS, INC., a Florida corporation ("Borrower"), MVP 3, LP, a Delaware liability company ("MVP"), and NEOGENOMICS, INC., a Nevada corporation and the parent of Borrower (the "Guarantor").

RECITALS

A. MVP and certain individual guarantors (the "Individual Guarantors") have obtained a loan (the "Fifth Third Loan") from Fifth Third pursuant to a Loan Agreement of even date herewith (the "Fifth Third Loan Agreement")

B. MVP desires to lend a significant portion of the proceeds of the Fifth Third Loan to Borrower to be used by Borrower for general working capital purposes.

C. Borrower is a wholly owned subsidiary of Guarantor.

D. Guarantor will receive a direct benefit from the loans made to Borrower, inasmuch as it is the parent of Borrower.

E. MVP is willing to make the loans to Borrower described in this Agreement upon and subject to the terms and conditions set forth herein.

PROVISIONS

NOW, THEREFORE, for and in consideration of the agreements herein contained, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The Recitals portion of this Agreement is hereby incorporated by this reference as though it were fully set forth and rewritten herein, and the affirmative statements therein contained shall be deemed to be representations of Borrower, and Guarantor to MVP which are hereby ratified and confirmed.

2. LOAN FACILITIES. MVP hereby agrees to lend to Borrower up to the maximum sum of One Million Five Hundred Thousand Dollars ($1,500,000.00) (hereinafter referred to as the "Loan"), on and subject to the terms and conditions hereinafter set forth. As used in this Agreement, the term "Liabilities" or "Liability" shall mean the Loan and any and all other indebtedness, advances, obligations, covenants, undertakings and liabilities of Borrower and Guarantor (including amendments, restatements, modifications, extensions and renewals thereof) to MVP or any affiliate of MVP under all documents now or hereafter executed by Borrower and/or Guarantor in favor of (or acquired by) MVP or any affiliate of MVP (the "Loan Documents") or however created, direct or indirect, now existing or hereafter arising, due or to become due, absolute or contingent, participated in whole or in part, whether evidenced or created by promissory notes, agreements or otherwise, in any manner acquired by or accruing to MVP or any affiliate of MVP, whether by agreement, assignment or otherwise, as well as any and all obligations of Borrower or Guarantors to MVP or any affiliate of MVP, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, including, without limitation, (a) obligations of another or others guaranteed or endorsed by Borrower, and (b) whether or not presently contemplated by the parties on the date hereof, including all costs and expenses incurred in the collection of such indebtedness or the loan referred to herein, taxes levied, insurance and repairs to or for the maintenance of the Collateral hereinafter described. As used in this Agreement, an "Advance" shall mean a sum advanced by MVP from time to time under

the Loan, and "Advances" shall mean all such sums collectively.

3. TERM OF LOAN. The specific provisions of the Loan, including, but not limited to, the rate of interest, term, late charge, prepayment rights, conditions for draws and default rate of interest, are contained in that certain Note of even date herewith from Borrower to MVP (the "Note"), in the form attached hereto as Exhibit A, as the same may be amended, restated, modified, extended and/or replaced from time to time.

4. EVIDENCE OF INDEBTEDNESS AND SECURITY INTEREST. The Loan described in paragraph 2 hereof shall be evidenced by the Note, as described in paragraph 3 hereof, executed by Borrower in favor of MVP. The Note shall be secured by:

(a) Security Agreement executed by Borrower in favor of MVP dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, encumbering all business assets of Borrower, to be delivered to MVP concurrent with this Agreement;

(b) Security Agreement executed by Guarantor in favor of MVP dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, encumbering all business assets of Guarantor, to be delivered to MVP concurrent with this Agreement;

(c) Guaranty executed by the Guarantor in favor of MVP dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, to be delivered to MVP concurrent with this Agreement;

(d) Stock Pledge Agreement executed by Guarantor in favor of MVP dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, to be delivered to MVP concurrent with this Agreement; and

(e) such other and additional instruments as may now or hereafter be granted by Borrower or the Guarantor to MVP.

To secure the performance of this Agreement, and subject to Permitted Liens and the security interest granted to Fifth Third BANK, FLORIDA, a Florida banking corporation, Borrower hereby grants in favor of MVP a continuing security interest in all accounts, equipment, inventory, goods, equipment, trademarks and tangible and intangible personal property of Borrower (as such terms are defined under the Uniform Commercial Code enacted in the State of Florida, as amended from time to time ("UCC")), regardless of whether the foregoing is now owned or existing or is owned, acquired or arises hereafter and the proceeds and products of all of the foregoing including, without limitation, proceeds from all eminent domain or condemnation awards or insurance covering the described property. Borrower hereby authorizes MVP to file any and all UCC financing statements, amendments, continuations and/or modifications which MVP deems necessary or desirable to create, maintain and/or perfect a valid second security interest created herein in such property.

As used herein, the term "Collateral" shall include all documents, instruments and property described in (a) through (e) above (sometimes referred to as the "Loan Documents"), and all of Borrower's and/or Guarantor's right, title and interest in any sums, documents or instruments at any time credited by or due from MVP or any affiliate of MVP to Borrower or Guarantor or in the possession of MVP or any affiliate of MVP, including, without limitation, deposits. Upon the occurrence of any default by Borrower, Borrower and Guarantor hereby authorize MVP to appropriate and use any of the Collateral or proceeds of the Collateral referred to in this paragraph 4 in which MVP has a security interest or of which MVP or any affiliate of MVP has possession and any of the sums, documents or instruments referred to in this sentence or the proceeds thereof for application against the Liabilities. Borrower shall not sell, assign, transfer or grant a security interest to any other person in, or otherwise encumber, the Collateral and sums covered by this paragraph 4 except in favor of MVP. Guarantor shall not sell, assign, transfer or grant a security interest to any other person in, or otherwise encumber, the Collateral and sums covered by this paragraph 4 except in favor of MVP or in favor of Borrower as collaterally assigned to MVP, or as otherwise permitted under any of the Loan Documents. As used herein the term "Person" includes natural persons,

corporations (which shall be deemed to include business trusts), limited liability companies, associations and partnerships. As used herein the phrase "Permitted Liens" means the following: (a) liens for taxes, fees, assessments or other governmental charges or levies, either not yet due and payable or being contested in good faith by appropriate proceedings with appropriate reserves for full payment of the same; (b) liens (i) upon or in any equipment acquired or held by Borrower or Corporate Guarantor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, but not to exceed Fifty Thousand Dollars ($50,000.00) in the aggregate, or (ii) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, and provided, further, that the same has been disclosed to Fifth Third in writing prior to the execution of this Agreement; (c) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Corporate Guarantor's business not interfering in any material respect with the business or financial condition of Corporate Guarantor and which do not, in the aggregate, require payments by Corporate Guarantor in excess of Fifty Thousand Dollars ($50,000.00), and any interest or title of a lessor, licensor or under any lease or license provided that such leases, subleases, licenses and sublicenses do not prohibit the grant of the security interest granted hereunder; and (d) liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement lien shall be limited to the property encumbered by the existing lien and provided that the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

5. FINANCIAL STATEMENTS, BOOKS AND RECORDS.

(a) Borrower shall furnish to MVP its opening balance sheet reflecting the net worth of Borrower, which shall be certified by Borrower or otherwise in a manner satisfactory to MVP. Borrower shall also furnish MVP with copies of all of its federal tax returns (with all schedules) and all reports filed by it with any governmental entity or agency within ten (10) days of filing. Notwithstanding the foregoing, MVP may, at its option, upon the occurrence of any default by Borrower or Guarantor, require Borrower to furnish updated financial statements during the term of the loan on a periodic basis together with such other financial information as may from time to time be reasonably required by MVP, all in form and detail reasonably satisfactory to MVP.

(b) As soon as practicable and in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year Guarantor shall furnish to MVP, either (i) a copy of a report on Form 10-QSB, or any successor form, and any amendments thereto, filed by Guarantor with the Securities and Exchange Commission with respect to the immediately preceding fiscal quarter or (ii) an unaudited consolidated balance sheet of Guarantor as of the close of such fiscal quarter and unaudited consolidated statements of income, stockholders' equity and cash flows for the fiscal quarter then ended and that portion of the fiscal year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the preceding fiscal year and prepared in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the period, and certified by a the Chief Executive Officer or Chief Financial Officer of Guarantor to present fairly in all material respects the financial condition of the Parent and Guarantor as of their respective dates and the results of operations of Guarantor and Borrower for the respective periods then ended, subject to normal year end adjustments.

(c) As soon as practicable and in any event within ninety (90) days after the end of each fiscal year Guarantor shall furnish to MVP, either (i) a copy of a report on Form 10-KSB, or any successor form, and any amendments thereto, filed by Guarantor with the Securities and Exchange Commission with respect to the immediately preceding fiscal year or (ii) an audited consolidated balance sheet of the Borrower and Guarantor as of the close of such fiscal year and audited consolidated statements of income, stockholders' equity and cash flows for the fiscal year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding fiscal year and prepared by an independent certified public

accounting firm in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operation of any change in the application of accounting principles and practices during the year.

(e) In addition to the foregoing, Borrower and Guarantor shall make or cause to be made available to MVP or its representative(s) such books, records and reports (including, but not limited to, income tax returns) that in any way may reasonably pertain to said party's financial condition or the loan herein made by MVP upon reasonable request therefor from time to time made by MVP.

6. FINANCIAL COVENANTS. Beginning with the calendar quarter ending June 30, 2003, and continuing with each calendar quarter thereafter until all Loans are paid in full and there is no credit available to Borrower from MVP, Borrower's working capital as a percentage of its gross revenues shall not exceed forty percent (40%), calculated as follows: Borrower's (a) current assets less current liabilities determined pursuant to generally accepted accounting principles ("GAAP") divided by (b) Borrower's gross revenues for the preceding four (4) quarters, determined pursuant to GAAP. This ratio shall be measured as of the end of each calendar quarter on a rolling four (4) quarter basis and calculation of the same shall be prepared by Guarantor and submitted to MVP upon the earlier of (y) within forty-five (45) days after the end of each calendar quarter except the last and within ninety (90) days after the last calendar quarter or (z) three (3) business days of the filing of any quarterly or annual reports of either Guarantor or Parent with the Securities & Exchange CommissionIn the event Borrower fails to comply with any financial covenant, availability under the Revolving Line of Credit shall be suspended until such time as Borrower demonstrates it has achieved compliance and has paid a covenant waiver fee in an amount established by MVP for any such waiver (which amount shall not exceed the amount of the waiver fee that MVP is required to pay to Fifth Third).

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7. FEES. Borrower shall also pay at Closing all out-of-pocket expenses incurred by MVP in connection with the Loan, including, without limitation, all fees due by MVP to Fifth Third and its attorney's and representatives, attorneys' fees and expenses, documentary stamp taxes and recording fees; provided that in no event shall such fees exceed Twenty Thousand Dollars ($20,000). In addition, at such time as there is additional Availability under the Note, Borrower shall pay MVP, concurrent with the first Advance under the Note from such additional Availability, a commitment fee in the amount of the greater of two percent (2%) of such additional Availability or Five Thousand Dollars ($5,000.00), provided that the total commitment fee payable by Borrower under the Note shall not exceed Fifteen Thousand Dollars ($15,000.00).

8. BORROWER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. Borrower hereby represents, warrants and covenants to MVP that all of the following statements are true and correct in all material respects and shall continue to be so until all Liabilities are paid in full and MVP has no obligation to make further Advances:

(a) Borrower is duly organized and validly existing under the laws of the State of Florida. Borrower is duly qualified and is authorized to do business in all other states and jurisdictions where the character of its property or the nature of its activities make such qualification necessary;

(b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the other Loan Documents to which it is a party have been duly authorized by all necessary action and do not and will not, to the best of Borrower's knowledge, after reasonable inquiry, contravene, violate, result in a breach of or constitute a default under any of Borrower's governing documents, any applicable law, rule, regulation, order, writ, judgment, injunction, or decree, or any indenture or loan or credit agreement of Borrower;

(c) This Agreement is, and each of the other Loan Documents to which it is a party when delivered under this Agreement will be, a legal, valid and

binding obligation of Borrower enforceable against it in accordance with their respective terms, and no notice to or consent of any governmental body or any Person is needed in connection with this Agreement or any Advance under the Loans;

(d) To the best of Borrower's knowledge, after reasonable inquiry, Borrower has, and is in good standing with respect to, all governmental consents, approvals, authorizations, permits, certificates, inspections and franchises necessary to continue to conduct its business as heretofore and/or proposed to be conducted by it and to own stock of and/or lend money to Parent and/or Guarantor as now owned and/or proposed to be owned by it;

(e) Borrower is not a party or subject to any contract, agreement, charter or other restriction, which materially adversely affects its business or the lending of money to or ownership of stock of Parent and/or Guarantor. Borrower is not a party or subject to any contract or agreement which restricts its right or ability to incur any indebtedness which would prohibit the execution of or compliance with this Agreement by Borrower. Borrower has not agreed or consented to cause, nor will Borrower permit in the future (upon the happening of a contingency or otherwise) the Collateral to be subject to a lien that is not permitted under this Agreement;

(f) There are no actions, suits, proceedings or investigations pending, or to the knowledge of Borrower, threatened, against or affecting Borrower, or the business, operations, properties, prospects, profits or condition of Borrower, in any court or before any governmental authority or arbitration board or tribunal. Borrower is not in default with respect to any order, writ, injunction, judgment, decree or rule of any court, governmental authority or arbitration board or tribunal;

(g) Neither the financial statements of Borrower, this Agreement nor any other written statement of Borrower to MVP, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading. There is no material fact which Borrower has failed to disclose to MVP in writing which adversely affects or, so far as Borrower can now foresee, will adversely affect the business, prospects, profits or condition (financial or otherwise) of Borrower or Guarantor or the ability of Borrower or Guarantor to perform this Agreement;

(h) To the best of Borrower's knowledge, Borrower and Guarantor have duly complied with, and their respective property and business operations are in compliance in all material respects with, and will maintain compliance in all material respects with, the provisions of all federal, state and local laws, rules and regulations applicable to Borrower and/or Guarantor and their respective property or the conduct of their respective business, and there have been no citations, notices or orders of noncompliance issued to Borrower or Guarantor under any such law, rule or regulation, including, without limitation, any demand for reimbursement, recoupment and/or setoff from any governmental entity or Private Third Party Payor rendering payment to Guarantor. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services;

(i) Borrower shall use the loan proceeds solely for the purposes described herein and as represented in Borrower's loan request;

(j) Borrower and/or Individual Guarantors have and will have the ability to appoint a majority of the directors of Guarantor;

(k) Borrower has not employed or engaged any broker, finder or agent who may claim a commission or fee on the loan transaction described in this Agreement and Borrower hereby agrees to indemnify and hold MVP harmless from any such claim or demand and litigation resulting therefrom;

(l) Borrower shall, from time to time, upon request of MVP, furnish MVP with such information and documents reasonably necessary to protect MVP's interest in the Collateral and to effectuate the terms of this Agreement and the other Loan Documents;

(m) No event has occurred and no condition exists which would, upon the execution and delivery of this Agreement or Borrower's performance hereunder, constitute an event of default as hereinafter described. Borrower is not in

default, and no event has occurred and no conditions exist which constitute, or which with the passage of time or the giving of notice or both would constitute, a default in the payment of any indebtedness of Borrower to any person for money borrowed which could have a material adverse effect on Borrower;

(n) Borrower has and will maintain good and marketable title in the items of property described herein as Collateral owned by Borrower free and clear of any liens, encumbrances or adverse claims, whether legal or equitable, except for Permitted Liens or as agreed in writing by MVP. Borrower shall at all times maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business or as required by MVP, providing a schedule of same to MVP;

(o) Borrower will not incur, create, assume or permit to exist any indebtedness or liability for borrowed money which could constitute a lien upon or create a security interest in its assets except (i) in favor of MVP, or (ii) Permitted Liens;

(p) Borrower will not directly or indirectly guarantee or otherwise be responsible for payment or performance of the obligations of any other Person except in favor of MVP;

(q) Borrower will not sell, transfer or otherwise dispose of all or a substantial part of its assets to any Person;; will not consolidate or merge with any other Person, or acquire all or substantially all of the properties or assets of any other Person; will not enter into any arrangement with any Person whereby it shall sell or transfer and then lease back any kind of property used in its business, whether now owned or hereafter acquired;;

(r) The financial statements and other information supplied by Borrower, and/or Guarantor for the Loans were in all material respects correct on the date supplied (subject to normal year end audit adjustments), and since their dates no material adverse change in the financial condition of Borrower, and/or Guarantor has occurred;

(s) Borrower will not sell or offer to sell or otherwise transfer or encumber all or a part of the Collateral owned by Borrower without written consent of MVP, except if the same is replaced by substitute Collateral of at least equal value or as otherwise permitted under this Agreement; Borrower will keep the Collateral owned by Borrower in good order and repair and will not destroy the Collateral. MVP, at its option, may discharge taxes, liens or other encumbrances placed on the Collateral and may pay for the preservation of the Collateral. Borrower agrees to reimburse MVP, upon demand, for any such expenditures;

Each request for an Advance made by Borrower pursuant to this Agreement or any of the other Loan Documents shall constitute: (i) an automatic representation and warranty by Borrower to MVP that there does not then exist any event of default; and (ii) a reaffirmation as of the date of said request that all of the representations and warranties of Borrower contained in this Agreement and the other Loan Documents are true and correct in all material respects. The representations and warranties of Borrower contained in this Agreement or any of the other Loan Documents shall survive the execution, delivery and acceptance thereof by MVP and the parties thereof and the Closing of the transactions described therein or related thereto.

9. GUARANTOR'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. Guarantor hereby represents, warrants and covenants to MVP that all of the following statements are true and correct in all material respects and shall continue to be so until all Liabilities are paid in full and MVP has no obligation to make further Advances:

(a) Guarantor is duly organized and validly existing under the laws of the State of Nevada. Guarantor is duly qualified and is authorized to do business in all other states and jurisdictions where the character of its property or the nature of its activities make such qualification necessary;

(b) Guarantor has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the other Loan Documents to which it

is a party have been duly authorized by all necessary action and do not and will not, to the best of Guarantor's knowledge, after reasonable inquiry, contravene, violate, result in a breach of or constitute a default under any of Guarantor's governing documents, any applicable law, rule, regulation, order, writ, judgment, injunction, or decree, or any indenture or loan or credit agreement of Guarantor;

(c) This Agreement is, and each of the other Loan Documents to which it is a party when delivered under this Agreement will be, a legal, valid and binding obligation of Guarantor enforceable against it in accordance with their respective terms, and no notice to or consent of any governmental body or any Person is needed in connection with this Agreement or any Advance under the Loans;

(d) To the best of Guarantor's knowledge, after reasonable inquiry, Guarantor has, and is in good standing with respect to, all governmental consents, approvals, authorizations, permits, certificates, inspections and franchises necessary to continue to conduct its business as heretofore and/or proposed to be conducted by it;

(e) Guarantor is not a party or subject to any contract, agreement, charter or other restriction, which materially adversely affects its business. Guarantor is not a party or subject to any contract or agreement which restricts its right or ability to incur any indebtedness which would prohibit the execution of or compliance with this Agreement by Guarantor. Guarantor has not agreed or consented to cause, nor will Guarantor permit in the future (upon the happening of a contingency or otherwise) the Collateral to be subject to a lien that is not permitted under this Agreement;

(f) Except as set forth in Schedule 9(f) hereto, there are no actions, suits, proceedings or investigations pending, or to the knowledge of Guarantor, threatened, against or affecting Guarantor, or the business, operations, properties, prospects, profits or condition of Guarantor, in any court or before any governmental authority or arbitration board or tribunal. Guarantor is not in default with respect to any order, writ, injunction, judgment, decree or rule of any court, governmental authority or arbitration board or tribunal;

(g) Neither the financial statements of Guarantor, this Agreement nor any other written statement of Guarantor to MVP, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading. There is no material fact which Guarantor has failed to disclose to MVP in writing which adversely affects or, so far as Guarantor can now foresee, will adversely affect the business, prospects, profits or condition (financial or otherwise) of Borrower or Guarantor or the ability of Borrower or Guarantor to perform this Agreement;

(h) To the best of Guarantor's knowledge, Guarantor has duly complied with, and its property and business operations are in compliance in all material respects with, and will maintain compliance in all material respects with, the provisions of all federal, state and local laws, rules and regulations applicable to Guarantor and its property or the conduct of its business, including, without limitation, federal, state and local laws, rules and regulations relating or pertaining to data protection, confidentiality, safe working conditions, billing and collections, referrals and laboratory and manufacturing practices, and the purchase, storage, movement, use and disposal of hazardous or potentially hazardous substances used in connection with research work and manufacturing operations (including radioactive compounds and infectious disease agents). There have been no citations, notices or orders of noncompliance issued to Guarantor under any such law, rule or regulation, including, without limitation, any demand for reimbursement, recoupment and/or setoff from any governmental entity or Private Third Party Payor rendering payment to Guarantor. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services;

(i) Guarantor shall use the loan proceeds solely for the purposes described herein and as represented in Borrower's loan request;

(j) Borrower and/or Individual Guarantors have been and will have the ability to appoint a majority of the directors of Parent;

(k) Guarantor has not employed or engaged any broker, finder or agent who may claim a commission or fee on the loan transaction described in this Agreement and Guarantor hereby agrees to indemnify and hold MVP harmless from any such claim or demand and litigation resulting therefrom;

(l) Guarantor shall, from time to time, upon request of MVP, furnish MVP with such information and documents reasonably necessary to protect MVP's interest in the Collateral and to effectuate the terms of this Agreement and the other Loan Documents;

(m) No event has occurred and no condition exists which would, upon the execution and delivery of this Agreement or Guarantor's performance hereunder, constitute an event of default as hereinafter described. Guarantor is not in default, and no event has occurred and no conditions exist which constitute, or which with the passage of time or the giving of notice or both would constitute, a default in the payment of any indebtedness of Guarantor to any person for money borrowed which could have a material adverse effect on Guarantor;

(n) Guarantor has and will maintain good and marketable title in the items of property described herein as Collateral free and clear of any liens, encumbrances or adverse claims, whether legal or equitable, except for Permitted Liens or as agreed in writing by MVP. Guarantor shall at all times maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business or as required by Bank, providing a schedule of same to Bank;

(o) Guarantor will not incur, create, assume or permit to exist any indebtedness or liability for borrowed money which could constitute a lien upon or create a security interest in its assets except (i) in favor of MVP or Borrower, (ii) Permitted Liens or (iii) for taxes and assessments which may be a lien but are not due and payable;

(p) Guarantor will not directly or indirectly guarantee or otherwise be responsible for payment or performance of the obligations of any other Person except in favor of MVP;

(q) Guarantor will not sell, transfer or otherwise dispose of all or a substantial part of its assets to any Person;; will not consolidate or merge with any other Person, or acquire all or substantially all of the properties or assets of any other Person unless, with respect to any merger, (i) such Person is organized under the law of the United States or one of its states, (ii) the Guarantor is the corporation surviving such merger, and (iii) immediately prior to and after giving effect to such merger, no Default or Event of Default exists or would exist; will not enter into any arrangement with any Person whereby it shall sell or transfer and then lease back any kind of property used in its business, whether now owned or hereafter acquired; and will not, without the prior written consent of MVP,;

(r) The financial statements and other information supplied by Borrower and/or Guarantor for the Loans were in all material respects correct on the date supplied (subject to normal year end audit adjustments), and since their dates no material adverse change in the financial condition of Borrower and/or Guarantor has occurred;

(s) Guarantor will not sell or offer to sell or otherwise transfer or encumber all or a part of the Collateral owned by Guarantor without written consent of MVP or as otherwise permitted by this Agreement, except if the same is replaced by substitute Collateral of at least equal value; Guarantor will keep the Collateral owned by Guarantor in good order and repair and will not destroy the Collateral. MVP, at its option, may discharge taxes, liens or other encumbrances placed on the Collateral and may pay for the preservation of the Collateral. Guarantor agrees to reimburse MVP, upon demand, for any such expenditures;

(t) Guarantor has not received notice from any governmental entity (including federal, state or local) that Guarantor has received a material overpayment on receivables, which material overpayment (in excess of any related provision for the same on that person's financial statements and records) would decrease the overall value of the accounts receivable of the Guarantor by in excess of Twenty-Five Thousand Dollars ($25,000.00);

(u) Guarantor will promptly and immediately notify MVP upon receipt of

any notice of overpayment of Twenty-Five Thousand Dollars ($25,000.00) or more in excess of the related provision on the books of the affected person ("Extraordinary Overpayment") and of any attempt by any governmental entity or any Private Third Party Payor to recoup such Extraordinary Overpayment. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services.

Each request for an Advance made by Borrower pursuant to this Agreement or any of the other Loan Documents shall constitute: (i) an automatic representation and warranty by Guarantor to MVP that there does not then exist any event of default; and (ii) a reaffirmation by Guarantor as of the date of said request that all of the representations and warranties of Guarantor contained in this Agreement and the other Loan Documents are true and correct in all material respects. The representations and warranties of Guarantor contained in this Agreement or any of the other Loan Documents shall survive the execution, delivery and acceptance thereof by MVP and the parties thereof and the Closing of the transactions described therein or related thereto.

10. EXISTENCE AND AUTHORITY; OTHER DOCUMENTS. At or prior to Closing, Borrower shall furnish to MVP:

(a) A true, correct and complete copy of all governing documents of Borrower and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of formation, or by the general partner of Borrower for unfiled documents;

(b) A true, correct and complete copy of all governing documents of Guarantor and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of incorporation, or by the secretary of Guarantor for unfiled documents;

(c) Certified copy of resolutions and incumbency certificates from Borrower authorizing the execution, delivery and consummation of the transactions contemplated by this Agreement and all other documents or instruments to be executed and delivered in conjunction herewith;

(d) Certified copy of resolutions and incumbency certificates from Guarantor authorizing the execution, delivery and consummation of the transactions contemplated by this Agreement and all other documents or instruments to be executed and delivered in conjunction herewith;

(e) A certificate issued by the Secretary of State or other appropriate official of Guarantor's jurisdiction of incorporation evidencing Guarantor's authority to do business; and

(d) Such other documents, instruments, certificates, agreements or information as MVP shall request in connection with the matters and transactions contemplated by this Agreement and the other Loan Documents.

11. ADDITIONAL CONDITIONS TO CLOSING AND/OR ADVANCES.

(a) No Advances will be made under the Note if such amount, together with all outstanding and unpaid advances under the Note, would exceed the Borrowing Base, as defined in the Note.

(b) Lockbox. At Closing, Borrower shall execute and deliver to Fifth Third, and shall thereafter at all times until the Liabilities are paid in full and MVP has no obligation to make any Advances, maintain an agreement pursuant to which all accounts receivable payable to Borrower are deposited into a lockbox over which Fifth Third has dominion. Such agreement shall be irrevocable as to all accounts receivable debtors other than governmental agencies and/or payors.

12. BORROWER'S AFFIRMATIVE AGREEMENTS. In addition to any other covenants and agreements of Borrower hereunder, Borrower agrees that from the date hereof and until payment in full of all Liabilities and termination of

MVP's obligation to make Advances, unless MVP shall otherwise consent in writing, it shall (a) cause to be done all things reasonably needed to preserve its rights and franchises and make good faith efforts to comply with all laws applicable to it; continue to conduct its business substantially as it has during the present year or as it has represented same to MVP; and, at all times, maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business, providing a schedule of same to MVP; (b) promptly pay all of its obligations, and all taxes, assessments and governmental charges imposed upon it and its business operations before they are in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien upon its properties; (c) promptly notify MVP of any default by Borrower or Guarantor relating to any indebtedness of Borrower or Guarantor or any material, contractual obligation of Borrower or Guarantor; (d) protect, indemnify, defend and save harmless, MVP, any affiliate of MVP, and their respective directors, officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act of MVP or such affiliate of MVP, whether in suit or not, arising out of this Agreement or any Loan Documents or Security Instrument (as defined in either of the Notes) or in connection herewith or therewith unless said suit, claim or damage is caused by the sole negligence or willful malfeasance of MVP or such affiliate of MVP; and (f) at MVP's request, promptly execute or cause to be executed and deliver to MVP any and all documents, instruments, agreements and information deemed necessary by MVP, in MVP's reasonable discretion, to perfect or to continue the perfection of MVP's liens created hereunder, to facilitate the collection of the Collateral or otherwise to give effect to or carry out the terms or intent of this Agreement or any of the other Loan Documents. The indemnification set forth herein shall survive the Closing of the transaction and the repayment of all Liabilities incurred under the Loan Documents.

13. GUARANTOR'S AFFIRMATIVE AGREEMENTS. In addition to any other
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covenants and agreements of Guarantor hereunder, Guarantor agrees that from the date hereof and until payment in full of all Liabilities and termination of MVP's obligation to make Advances, unless MVP shall otherwise consent in writing, it shall (a) cause to be done all things reasonably needed to preserve its rights and franchises and make good faith efforts to comply with all laws applicable to it; continue to conduct its business substantially as it has during the present year or as it has represented same to MVP; and, at all times, maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business, providing a schedule of same to MVP; (b) promptly pay all of its obligations, and all taxes, assessments and governmental charges imposed upon it and its business operations before they are in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien upon its properties; (c) promptly notify MVP of any default by Borrower or Guarantor relating to any indebtedness of Borrower or Guarantor or any material, contractual obligation of Borrower or Guarantor; (d) protect, indemnify, defend and save harmless, MVP, any affiliate of MVP, and their respective directors, officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act of MVP or such affiliate of MVP, whether in suit or not, arising out of this Agreement or any Loan Documents or Security Instrument (as defined in either of the Notes) or in connection herewith or therewith unless said suit, claim or damage is caused by the sole negligence or willful malfeasance of MVP or such affiliate of MVP; and (e) at MVP's request, promptly execute or cause to be executed and deliver to MVP any and all documents, instruments, agreements and information deemed necessary by MVP, in MVP's reasonable discretion, to perfect or to continue the perfection of MVP's liens created hereunder, to facilitate the collection of the Collateral or otherwise to give effect to or carry out the terms or intent of this Agreement or any of the other Loan Documents, specifically excluding, however, any patient records. The indemnification set forth herein shall survive the Closing of the transaction and the repayment of all Liabilities incurred under the Loan Documents.

14. BORROWER'S NEGATIVE COVENANTS. In addition to any other covenants and
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agreements of Borrower hereunder, Borrower agrees that from the date hereof and until payment in full of all Liabilities and termination of MVP's obligation to make Advances, unless MVP shall otherwise consent in writing, it shall not: (a) incur or permit to exist any indebtedness or liability for borrowed money in excess of Fifty Thousand Dollars ($50,000.00), except for the Liabilities, the existing indebtedness set forth on Schedule 14(a) attached hereto, or as approved by MVP; (b) incur or permit to exist any lien or other encumbrance on the Collateral other than in favor of MVP or as permitted hereunder; (c) guarantee or otherwise be responsible for obligations of any other Person except in favor of MVP or any affiliate of MVP; (d) permit the declaration, or payment of any dividend in respect of, or its capital stock; (e) to the extent the following would cause a material adverse effect on Borrower's ability to perform its obligations hereunder, make any substantial change in its present business or engage in any activities apart from its present business; dissolve, merge or consolidate with or into any other Person, or otherwise change its identity or corporate structure, , or all or a substantial part of its assets (except for inventory in the ordinary course of business) whether now owned or hereinafter acquired, change its corporate or tradename, or change its chief executive and/or operating offices; and (f) create, incur, assume or suffer to exist any lease obligation in excess of Fifty Thousand Dollars ($50,000.00), other than Permitted Liens or lease obligations incurred in the ordinary course of business, make any investment in, or make any loan or advance to, any Person, or purchase or acquire obligations owned by others.

15. GUARANTOR'S NEGATIVE COVENANTS. In addition to any other covenants and agreements of Guarantor hereunder, Guarantor agrees that from the date hereof and until payment in full of all Liabilities and termination of MVP's obligation to make Advances, unless MVP shall otherwise consent in writing, it shall not: (a) incur or permit to exist any indebtedness or liability for borrowed money in excess of Fifty Thousand Dollars ($50,000.00), except for the Liabilities or as approved by MVP; (b) incur or permit to exist any lien or other encumbrance on the Collateral other than in favor of MVP or as permitted hereunder; (c) guarantee or otherwise be responsible for obligations of any other Person except in favor of MVP or any affiliate of MVP; (d) permit the declaration of, or payment of any dividend in respect of, its capital stock; (e) to the extent the following would cause a material adverse effect on Borrower's ability to perform its obligations hereunder, make any substantial change in its present business or engage in any activities apart from its present business; dissolve, merge or consolidate with or into any other Person, or otherwise change its identity or corporate structure, , or all or a substantial part of its assets (except for inventory in the ordinary course of business) whether now owned or hereinafter acquired, change its corporate or tradename, or change its chief executive and/or operating offices; and (f) create, incur, assume or suffer to exist any lease obligation in excess of Fifty Thousand Dollars ($50,000.00), other than Permitted Liens or lease obligations incurred in the ordinary course of business, make any investment in, or make any loan or advance to, any Person, or purchase or acquire obligations owned by others.

16. EVENTS OF DEFAULT. The following are Events of Default:

(a) Payment. Default in the payment of any Liability within ten (10) days of when due, or default with respect to any indebtedness (other than the Liabilities) of Borrower when due or default in the performance of any other obligation incurred in connection with any indebtedness of Borrower for borrowed money, subject to any applicable grace or cure periods, if the effect of such default is the accelerated maturity of such indebtedness;

(b) Breach of Representations or Warranties. The breach of any of Borrower's or any Guarantor's representations, covenants, agreements or warranties contained in this Agreement (including, without limitation, those set forth in Section 11 of this Agreement) or under the Loan Documents or any Security Instrument (as defined in either of the Notes) in any material respect or the same being misleading in any material respect or the breach of any representations or warranties contained in any other instrument executed in favor of MVP or any affiliate of MVP;

(c) Payment of Over-Advance. Refusal or failure to pay amounts in excess of the Borrowing Base ("Over-Advance") within ten (10) days after the

occurrence of such Over-Advance;

(d) Other Terms, Covenants or Agreements. Default in the performance of any other term, covenant, condition, obligation or agreement of this Agreement, any Guaranty, any Security Instrument (as defined in either of the Notes) or any Loan Document which continues unremedied for thirty (30) days after written notice of such event to Borrower or Guarantor (as the case may be) from MVP, or any material event of default on the part of Borrower or any Guarantor due to non-performance under any loan, agreement, document or instrument to which Borrower or any Guarantor is now or hereafter a party, or by which any of Borrower's or Guarantor's property is bound, which default or event of default is not cured within the period of grace, if any, provided therein;

(e) Liens, Sales, Conveyances, etc. Any sale, conveyance or transfer of any rights in the Collateral securing the Liabilities, or any destruction, loss or damage of or to the Collateral in any material respect other than a Permitted Lien or as expressly permitted pursuant to this Agreement, or the creation of any lien on the Collateral (except a Permitted Lien, a lien to Secured Party or as expressly agreed by MVP in writing.)

(f) Maintenance of Insurance. Failure of Borrower to maintain any insurance required under the terms of any Security Instrument.

(g) Voluntary Actions. Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator for itself or for any of its properties or assets, admit in writing the inability to pay debts, make a general assignment for the benefit of creditors, be adjudicated bankrupt or insolvent, or file a voluntary petition under any bankruptcy law, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, or liquidation law, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or any of the foregoing shall occur with respect to any Guarantor;

(h) Involuntary Actions. An order shall be entered, without the application or consent of Borrower, by any court approving a petition seeking reorganization of Borrower or of all or a substantial part of the properties or assets of Borrower or appointing a receiver, trustee or liquidator of Borrower and such order shall continue unstayed and in effect for a period of thirty (30) days or more, or the institution of any garnishment proceedings by attachment, levy or otherwise, against any deposit balance maintained or any property deposited with MVP by Borrower and such proceeding is not discharged within ten (10) days of its commencement, or any of the foregoing shall occur with respect to any Guarantor or Parent.

17. ACTION UPON DEFAULT. Upon the occurrence of any Event of Default, in addition to all rights and remedies available to it at law or in equity (which rights and remedies are expressly reserved by MVP) MVP may, upon notice to Borrower, at its election (but without any obligation to do so), without further demand or notice of any kind or any appraisal or evaluation, all of which are hereby expressly waived by Borrower:

(a) Cease making any Advances under the Note;

(b) Pay any taxes, discharge any lien, procure any insurance, pay any contractor, subcontractor, materialman or supplier or cure any default by Borrower or Guarantor and the costs thereof shall be deemed Liabilities bearing interest at the highest Default Rate under the Notes and secured by the Security Instruments (as defined in either of the Notes), and/or the Collateral;

(c) Declare the Note and any or all Liabilities due and payable forthwith in full, both as to principal and interest, anything contained in this Agreement or the Loan Documents to the contrary notwithstanding (which shall be automatic upon the occurrence of any event described in 16(g) or 16(h) above).

MVP may proceed to the enforcement of this Agreement or any other Loan Documents with its rights and remedies as provided by law or equity against any

Collateral in any combination or order as MVP shall choose.

18. FURTHER MVP RIGHTS. Without limiting any other provision contained herein, should any or all Liabilities become forthwith due and payable as set forth in paragraph 17 above, MVP may sell or deliver the Collateral or any part thereof, in good faith at any broker's board, or at public or private sale, in whole at any time or in part from time to time within Florida or elsewhere, for cash, upon credit or for future delivery and at such place or prices as it shall deem satisfactory. MVP may be a good faith purchaser of any Collateral and may apply to the purchase price of the Collateral any amounts due and unpaid as Liabilities. Any such sales shall be free from any right or equity of redemption in Borrower or any Guarantor, which right or equity, if any, is hereby expressly waived and released by Borrower and all Guarantors. In case of any sale by MVP of any of the Collateral on credit or for future delivery, the Collateral sold may be retained by MVP until the selling price is paid by the purchaser, but MVP shall incur no liability in case of a failure of the purchaser to take up or pay for the Collateral so sold. In case of any such failure, such Collateral so sold may be again similarly sold. In lieu of exercising a power of sale hereunder conferred upon it, MVP may, in its sole discretion, proceed by suit or suits at law or in equity to enforce the security interest and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. Borrower and Guarantors each authorize MVP, in connection with any sale, assignment, transfer or delivery for the purpose of enforcing this Agreement, to execute and deliver such bills of sale, assignments and other instruments that the MVP shall consider necessary. Nevertheless, Borrower and Guarantors each agree, if requested by MVP, to ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to MVP or any purchaser all bills of sale, assignments, releases and other proper instruments or documents to effect such ratification and confirmation as may be designated at any such request. The proceeds of such sales may be applied to the Liabilities in any manner or order MVP desires. MVP shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Florida and under any other applicable law.

19. NO WAIVER. The failure of MVP to insist upon strict compliance with and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such term or condition. Any waiver granted hereunder shall be in writing signed by MVP and shall apply only to the specific instance referenced therein and only for that specific time. Any waiver granted for one event shall not constitute a waiver of any same or similar condition or event occurring at a subsequent date. No waiver by MVP of any Event of Default shall be held or construed to be a waiver of any other Event of Default whether or not subsequently occurring. No Advances under this Agreement shall constitute a waiver of any of the conditions of the MVP's obligation to make further Advances, nor, in the event Borrower is unable to satisfy any such condition, shall any such failure to insist upon strict compliance have the effect of precluding MVP from thereafter declaring such inability to be an Event of Default as herein provided. The remedies set forth herein are cumulative and are in addition to any other remedies available to MVP by law or equity or by any other documents executed by Borrower or any Guarantor in connection with this loan, and MVP may pursue any one, several or all of said remedies upon the occurrence of any Event of Default.

20. GENERAL CONDITIONS.

(a) Indemnity. Each of Borrower and Guarantor hereby indemnifies and agrees to defend and hold harmless each of MVP and any affiliate of MVP and their respective directors, officers, agents and employees, from and against any and all liabilities, claims, charges, losses, expenses (including, without limitation, attorneys' fees and disbursements) or damages of any kind or nature, or otherwise which may arise in connection with this Agreement or any of the other Loan Documents or the consummation of the transactions contemplated herein or therein, except to the extent any such liabilities, claims, charges, losses, expenses or damages arise solely and directly out of the gross negligence or willful misconduct of MVP or any affiliate of MVP or their respective directors, officers, agents or employees.

(b) Submission of Evidence. Any condition of this Agreement which

requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition the existence or non-existence, as the case may be, of such fact or facts, and MVP shall, at all times, be free to independently establish to its satisfaction such existence or non-existence.

(c) MVP Sole Beneficiary. All terms, provisions, covenants and other conditions of the obligations of MVP to make Advances hereunder are imposed solely and exclusively for the benefit of MVP and its successors and assigns, and no other person shall have standing to require satisfaction of such terms, covenants and other conditions in accordance with their terms or be deemed to be a beneficiary of such terms, covenants and other conditions, any or all of which may be freely waived, in whole or in part, by MVP at any time if, in MVP's sole discretion, MVP deems it advisable or desirable to do so.

(d) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in the State of Florida or in any jurisdiction in the United States shall, as to the State of Florida or such jurisdiction in the United States, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) Headings. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

(f) No Joint Venture. Neither Borrower or Guarantor are and shall not be deemed to be a joint venturer with, or an agent of, MVP for any purpose.

(g) Incorporation By Reference. Borrower and Guarantors agree that until this Agreement is terminated by the repayment to MVP and any affiliate of MVP of all principal and interest due and owing on both of the Notes, any of the Liabilities, and other sums due and owing pursuant to the other Loan Documents, either of the Notes, the Security Instruments (as defined in either of the Notes), and the other Loan Documents shall be made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Agreement to the same extent and effect as if fully set forth in and made a part of the Notes, such Security Instruments, and the other Loan Documents. In the event of a direct conflict between any of the Loan Documents and the provisions of this Agreement, this Agreement shall be controlling.

(h) Further Assurances. Borrower and Guarantors hereby agree promptly to execute and deliver such additional documents, agreements and instruments and promptly to take such additional action as MVP may at any time and from time to time reasonably request in writing in order for MVP to obtain the full benefits and rights granted or purported to be granted by this Agreement.

21. INSPECTIONS. MVP, through its officers, agents, employees or designees, shall have the right at all reasonable times to examine the books, records, accounting data and other documents of Borrower and/or Guarantor and to make extracts therefrom or copies thereof. Said books, records and documents shall be made available to MVP, its officers, agents and employees promptly (and in any event within three (3) business days) upon written demand therefor. Notwithstanding the foregoing or any other provision of this Agreement, MVP acknowledges that at no time will it be permitted, or have a right to, access to any private patient records.

22. COSTS AND EXPENSES. Borrower shall pay all reasonable expenses incidental to the making and administration of this loan, including, but not limited to, pre-Closing, Closing and post-Closing expenses, commitment fees, recording and filing fees, appraisal fees, attorneys' fees and any and all other out-of-pocket expenses or fees incurred in connection with the negotiation, preparation, review, amendment or modification of the documents relating to the Loans, the administration of the Loans, or the enforcement of any of MVP's

rights. Borrower agrees that MVP's determination that an expense is a necessary expense incidental to the making or administration of the Loans shall constitute a conclusive determination of Borrower's obligation to pay such expenses.

23. NOTICES. Any notices required to be given herein by any party to the other shall be in writing and either personally delivered or sent registered or certified mail, postage prepaid, return receipt requested, to:

Borrower: Neogenomics, Inc.
1726 Medical Blvd., Suite 101
Naples, FL 34110
Attention: Michael Dent

Guarantor: Neogenomics, Inc.
1726 Medical Blvd., Suite 101
Naples, FL 34110
Attention: Michael Dent

MVP: MVP 3, LP
1740 Persimmon Drive
Naples, FL 34109
Attention: Steven Jones

or such other address as either party hereafter designates to the other in writing as aforesaid.

24. MISCELLANEOUS. No right, interest or benefit of Borrower hereunder shall be assigned or otherwise transferred by it. This Agreement, the Notes, the Loan Documents and any other documents required to be executed and delivered by Borrower or any of the Guarantors in accordance with this Agreement, constitute the entire and complete agreement by and between MVP and Borrower concerning the Loans described in this Agreement. In the event of any conflict or inconsistency between this Agreement and any of the other Loan Documents, the terms of this Agreement shall govern. No change, amendment or modification of or to this Agreement, the Notes, the Loan Documents and/or any of the other documents executed and delivered by Borrower or any of the Guarantors shall be binding unless in writing and signed by MVP. All representations, warranties and agreements herein contained shall survive the Closing. This Agreement is made and entered into for the sole protection and benefit of MVP, affiliates of MVP, Borrower, and their respective successors and assigns, and no other person shall have any right of action hereon. Time is of the essence hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Upon Borrower's payment in full of any loans now or hereafter issued by MVP or any affiliate of MVP for the benefit of or at the request of Borrower or Parent, under this Agreement or any other document, instrument or agreement related to this Agreement, MVP shall cause Fifth Third to release Borrower and Parent from any and all of their obligations under the Fifth Third Loan Documents.

25. GOVERNING LAW; CONSENT TO FORUM. This Agreement and all other Loan Documents have been negotiated, executed and delivered at and shall be deemed to have been made in the State of Florida. This Agreement and all other Loan Documents shall be governed by and construed in accordance with the laws of the State of Florida; provided, however, that if any of the Collateral shall be located in any jurisdiction other than Florida, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of MVP's lien upon such Collateral and the enforcement of MVP's other remedies with respect to such Collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Florida. As part of the consideration for new value this day received, Borrower and Guarantors each hereby consent and submit to the personal jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court for the Middle District of Florida, and waive personal service of any and all process upon it and consent that all such service of process be made by certified or registered mail directed to such party at the address stated in paragraph 23, with service so made deemed to be completed upon actual receipt thereof. Borrower and each of the Guarantors waive any objection to jurisdiction and venue of any action instituted against it as provided herein and agree not to assert any defense based on lack of

jurisdiction or venue.

26. WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER, GUARANTOR, AND MVP EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE LIABILITIES, ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED THERETO.

27. CLOSING. All references herein to the "Closing" shall be deemed to refer to the actual date on which this Agreement is executed and delivered to MVP, which is April ll, 2003.

28. ASSIGNMENT. No party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the other parties hereto; provided, however, that MVP may assign any or all of its rights and interests hereunder to Fifth Third in order to secure its obligations under the Fifth Third Loan Agreement.

[BALANCE OF THIS PAGE INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Borrower, Guarantor and MVP as of the day and year first above written.

Signed In the Presence of: MVP:

MVP 3, L.P., a Delaware limited partnership

By MEDICAL VENTURES PARTNERS
LLC. a Delaware limited liability company,
its general partner,

Print Name
By:
Name:
Its:

Borrower:

NEOGENOMICS, INC., a Florida corporation

Print Name
By:

Print Name:
Name:
Its:

Guarantor:

NEOGENOMICS, INC., a Nevada corporation

By
Print Name:
Name:
Its:

EXHIBIT A

NOTE

$1,500,000.00 As of April 15, 2003

Naples, Florida

FOR VALUE RECEIVED, the undersigned, NEGENOMICS, INC., a Florida corporation, having its principal office at1726 Medical Blvd., Suite 101, Naples, FL 34110 (hereinafter referred to as "Borrower"), promises to pay to the order of MVP 3, LP, a Delaware limited liability company, with an office at 1740 Persimmon Drive, Naples, FL 34109 (hereinafter referred to as "MVP"), or holder, the principal sum of One Million Five Hundred Thousand Dollars ($1,500,000.00), or so much thereof as may be advanced by MVP to Borrower from time to time pursuant to the terms hereof and of that certain Loan and Security Agreement by and between Borrower and MVP dated of even date herewith (as the same may be amended, modified, restated, extended and/or replaced from time to time, the "Loan Agreement"), together with any additional payments or sums provided for in this Note, the Loan Agreement, and the Security Instruments (as hereinafter defined), with interest from the date of advance, at the rate and in the manner hereinafter specified. The principal amount of each loan made by MVP under this Note and the amount of each prepayment made by Borrower under this Note will be recorded by MVP in the regularly maintained data processing records of MVP. The aggregate unpaid principal amount of all loans set forth in such schedule or in such records will be presumptive evidence of the principal amount owing and unpaid on this Note. However, failure by MVP to make any such entry will not limit or otherwise affect Borrower's obligations under this Note, the Loan Agreement, or the Security Instruments. Borrower may not prepay and then reborrow any principal sums hereunder. At no time will the total of all Advances (as hereafter defined) exceed the lesser of the face amount of this Note or the Borrowing Base (as hereinafter defined). If the total principal amount of all Advances made hereunder at any time exceeds the face amount of this Note or exceeds the Borrowing Base (as hereinafter defined), Borrower will immediately pay the amount of such excess to MVP.

Interest

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Interest shall be at the rate per annum equal to the Prime Rate (as hereinafter defined) plus eight percent (8%). Interest shall be charged on the outstanding principal balance of this Note from time to time owing from the date such principal is advanced. During the term of this Note, the rate of interest shall be based on the hereinafter defined Prime Rate from time to time in effect. Said rate of interest shall increase and decrease automatically and without notice in the same amount and on the same day that said Prime Rate increases or decreases. Any reference herein to the "prime rate of interest" or Prime Rate is hereby defined to mean the prime, base or reference rate of interest for commercial loans set and established by MVP from time to time, which rate is not intended to be nor is defined as the lowest rate of interest charged by MVP to its most preferred borrowers and whether or not such rate is actually charged. All Interest shall be calculated on the basis of a 360-day year for actual days elapsed. Interest after maturity (whether as stated, by acceleration or otherwise) on any and all portions of the principal amount and any unpaid interest shall be at a rate per annum equal to six percent (6%) above the rate otherwise then payable (hereinafter referred to as the "Default Rate of Interest"). Interest shall be payable in arrears and shall accrue as of the date of the first Advance hereunder.

Payments

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Interest only on the unpaid principal balance of this Note shall be due and payable monthly in arrears commencing on the last day of April, 2003, with successive payments due on the last day of each succeeding and consecutive month thereafter, and continuing until maturity (as stated, by acceleration or otherwise), at which time the then outstanding principal amount hereof, which is acknowledged by Borrower to be a balloon payment, together with interest and any and all other amounts due hereunder or under the hereinafter described Security Instruments shall be due and payable. All payments under this Note shall be applied, at MVP's discretion, to payment of accrued interest, late fees and any other amounts due and payable by Borrower hereunder or under the Security Instruments with the balance to be applied towards the principal amount owed

hereunder.

Prepayments; Required Payments
- ------------------------------

Borrower may prepay this Note in whole or in part at any time without premium or penalty. No prepayment or required payment made pursuant to this section shall be deemed to relieve Borrower of its obligation to make other payments hereunder, including, without limitation any scheduled interest payment.

Term of Note
- ------------

The entire unpaid principal balance of this Note, together with accrued interest thereon, shall be due and payable unless earlier accelerated as provided herein, on March 31, 2005, subject to extension by MVP in its sole discretion ("Maturity Date").

Place of Payments
- -----------------

Payments shall be payable in lawful money of the United States to MVP at its office at 1740 Persimmon Drive, Naples, FL 34109, or at such place as shall hereafter be designated by written notice from the holder to the Borrower.

Monetary Default
- ----------------

Upon the failure to make any payment required hereunder or under any of the other Security Instruments or under any other obligation of Borrower to MVP when due, the entire unpaid principal of this Note, together with accrued interest thereon and any other sums due to MVP by Borrower, shall become at once due and collectible at the option of the MVP or holder, without notice or demand and MVP or holder may proceed to foreclose all liens and security interests securing this Note. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the MVP or holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

- ------
"Security Instruments"
- ----------------------

The payment of this Note is secured by valid and subsisting (a) Loan Agreement, (b) Security Agreement of even date herewith executed by Borrower in favor of MVP, as the same may be amended, modified, extended, replaced or restated from time to time ("Borrower Security Agreement"), (c) Security Agreement of even date herewith executed by NeoGenomics, Inc., a Nevada corporation and the parent of Borrower ("Parent"), in favor of MVP, as the same may be amended, modified, extended, replaced, or restated from time to time ("NeoGenomics Security Agreement"), and (d) a Stock Pledge Agreement, even date herewith, executed by Parent, as the same may be amended, modified, extended, replaced, or restated from time to time (the "Stock Pledge Agreement"). The Loan Agreement, the Borrower Security Agreement, the NeoGenomics Security Agreement, and the Stock Pledge Agreement, and all other instruments now or hereafter executed in connection with or as security for this Note or any other obligations of Borrower to MVP have heretofore and shall hereinafter be collectively referred to as the "Security Instruments."

Security and Non-Monetary Default
- ---------------------------------

All of the agreements, conditions, covenants, warranties, representations, provisions and stipulations made by or imposed upon Borrower in the Security Instruments are hereby made a part of this Note to the same extent, and with the same force and effect, as if they were fully recited herein. Should there be an Event of Default (as defined in the Loan Agreement), then MVP, or holder, shall have (after the expiration of any applicable grace period and notice expressly set forth in the Loan Agreement), in addition to any and all other rights, remedies and recourses available to it, the right and option to declare the entire unpaid principal balance and accrued interest on this Note and any other

sums due to MVP by Borrower at once due and payable without further demand or presentment for payment to Borrower, and proceed to foreclose all liens and security interests securing the payment of same and to invoke all rights, remedies and recourses relating thereto. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the MVP or holder to exercise the option contained in this paragraph shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Late Charge
- ----------

In the event that any payment herein provided for shall become overdue for a period in excess of ten (10) days, a late charge of five percent (5%) of such amount so overdue shall become immediately due to the MVP or holder, not as a penalty, but as agreed compensation to MVP or holder for the additional costs and expenses incident to such default in making a payment or payments. Borrower acknowledges that the exact amount of such costs and expenses may be difficult, if not impossible, to determine with certainty, and further acknowledges and confesses the amount of such charge to be a consciously considered, good faith estimate of the actual damage to MVP or holder by reason of such default. Said charge shall be payable in any event no later than the due date of the next subsequent payment hereunder. Assessment of the late charge shall not in any event be deemed to extend the date upon which such installment is due. Failure to pay an assessed late charge is an event of default. The assessment and/or collection of any late charge shall in no way impair MVP's right to pursue any other remedies upon default hereunder, nor shall the acceptance by MVP of any late payment or other performance which does not strictly comply with the terms of this Note or any of the Security Instruments, be deemed to be a waiver of any rights of MVP arising as a result of any other failure to comply.

Default Rate
- ----------

In the event of any default hereunder or under any of the Security Instruments, the unpaid principal balance of this Note and accrued interest thereon, together with the late charge set forth in the preceding paragraph and all other sums due to MVP or holder by Borrower, shall bear interest at the Default Rate of Interest until all sums are paid in full.

Right of Set-Off
- ----------

Borrower grants to MVP a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges and transfers to MVP all Borrower's right, title and interest in and to, the accounts of Borrower with MVP (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding, however, all IRA and Keogh accounts. Borrower authorizes MVP, to the extent permitted by applicable law and upon the occurrence of any default hereunder or under any of the Security Instruments, to charge or set-off all sums owing on this Note against any and all such accounts, provided, however, without impairing or limiting MVP's security interest, that MVP shall not set-off against any IRA or Keogh accounts.

Conditions for Advance
- ----------

No Advance shall be made hereunder if MVP in its sole discretion determines that the total amount of all outstanding and unpaid Advances plus the requested Advance would exceed the Borrowing Base. No Advance shall be made hereunder if Borrower is in default hereunder or under any of the Security Instruments. No Advance shall be made hereunder without submission of a current Borrowing Base Certificate evidencing that the total of such requested Advance plus all outstanding and unpaid Advances will not exceed the Borrowing Base.

Borrowing Base Covenant
- ----------

At all times hereafter, and so long as any principal is outstanding hereunder or Bank has any obligation to advance funds hereunder, Borrower shall not permit the total of all unpaid Advances hereunder to exceed the Borrowing

Base. Bank may, by notice to Borrower, require compliance with such additional covenants as Bank may, in its reasonable discretion, deem necessary to ensure that Borrower's financial status does not change in a material adverse manner.

Definitions
- ----------

As used herein, the following terms shall have the following meaning:

"Accounts" shall have the meaning ascribed thereto in the Uniform Commercial Code in effect in the State of Florida from time to time, as the same may be amended and/or modified.

"Advance" shall mean each principal amount advanced hereunder.

"Borrowing Base" shall mean the total of eighty percent (80%) of Eligible Accounts plus fifty percent (50%) percent of the Book Value (determined pursuant to GAAP) of all Equipment owned by Borrower plus One Hundred and Twenty Five Thousand Dollars ($125,000) during the period between the date of this Note and June 30, 2003 and plus Five Hundred Thousand Dollars ($500,000) thereafter.

"Borrowing Base Certificate" shall mean a collateral report substantially in the form of Schedule A attached hereto and incorporated herein by reference, identifying the calculation of and basis for the Borrowing Base.

"Eligible Accounts" shall mean all of NeoGenomics' Accounts minus (a) any of NeoGenomics Accounts which are unpaid more than ninety (90) days from the earlier of the date of invoice or billing, (b) any of NeoGenomics' Accounts owed by an Account Debtor for whom twenty-five percent (25%) or more of such Account Debtor's Total Accounts are unpaid more than sixty (60) days from the date of invoice, (c) contra accounts, i.e., Accounts owed by an Account Debtor to whom NeoGenomics is also a vendor, (d) Accounts owed by a foreign Account Debtor, and (e) Accounts owed to NeoGenomics by Borrower or any other entity related to either Borrower or NeoGenomics by common ownership.

"Equipment" shall have the meaning ascribed thereto in the Uniform Commercial Code in effect in the State of Florida from time to time, as the same may be amended and/or modified.

"GAAP" means generally accepted accounting principles, consistently applied.

"Person" means any individual, entity or governmental agency, and shall be construed in its broadest sense.

Additional Requirements
- ----------

Borrower shall submit to MVP the following:

(a) upon (i) execution of this Note, (ii) with every request for an Advance, and (iii) on or before the twentieth (20th) day of every month, a Borrowing Base Certificate evidencing that the total of all outstanding Advances as of the execution of this Note (for a Borrowing Base Certificate submitted pursuant to (i) above), upon making of such additional Advance taking into account the Advance requested (for a Borrowing Base Certificate submitted pursuant to (ii) above) or as of the end of the preceding month (for a Borrowing Base Certificate submitted pursuant to (iii) above) does not exceed the Borrowing Base and, for a Borrowing Base Certificate submitted pursuant to (i) or (iii) above, also containing a complete aging of NeoGenomics' Accounts and accounts payable;

(b) within three (3) days of filing, complete copies of its federal tax returns, with all schedules;

(c) such additional documents regarding Borrower's financial condition, assets or ability to repay Advances as Bank may deem necessary or desirable.

Waiver of Laws
- ----------

Borrower hereby waives the benefit of any laws which now or hereafter might

authorize the stay of any execution to be issued on any judgment recovered on this Note or the exemption of any property from levy or sale thereunder. Borrower also waives and releases unto MVP or holder hereof, all errors, defects and imperfections whatsoever of a procedural nature in the entering of any judgment or any process or proceedings relating thereto.

WAIVER OF RIGHT TO TRIAL BY JURY.

BORROWER AND MVP EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS NOTE, THE SECURITY INSTRUMENTS, THE OBLIGATIONS EVIDENCED HEREBY, AND/OR ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED HERETO.

Non-Waiver

The remedies of this Note and the aforedescribed Security Instruments securing the same, providing for the enforcement of the payment of the principal sum thereby secured, together with the interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein and therein contained, are cumulative and concurrent and may be pursued singly or successively or together, at the sole discretion of MVP or holder, and may be exercised as often as occasion therefor shall occur. The waiver by MVP or any holder hereof of, or failure to enforce any covenant or condition of this Note or the Security Instruments, or to declare any default thereunder or hereunder, shall not operate as a waiver of any subsequent default or affect the right of the MVP or holder to exercise any right or remedy not expressly waived in writing by MVP or holder.

Payment of Expenses

Borrower shall pay, upon receipt of an invoice therefor, all legal fees and other out-of-pocket expenses incurred by MVP in connection herewith.

Costs of Collection

Borrower hereby unconditionally agrees to pay the costs of collection of this Note, including, but not limited to, reasonable attorney fees incurred by MVP or holder, if collectible in the jurisdiction in which a judgment is rendered or sought to be enforced.

Acknowledgment of Type of Debt and Use of Proceeds

Borrower hereby acknowledges, warrants and represents that this is not a consumer transaction and that the principal sum evidenced hereby was not used for any consumer purpose but was used solely in connection with a commercial, business transaction. Borrower hereby acknowledges, warrants and represents that it will use all Advances solely as and for its working capital purposes.

Binding Effect

This obligation shall bind Borrower and Borrower's successors and permitted assigns, as the case may be, and the benefits hereof shall inure to any holder hereof and its successors and assigns.

Waiver of Presentment, Etc.

Borrower, and all sureties, endorsers and guarantors of this Note, if any, hereby: (a) waive demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notice (unless notice is specifically otherwise required in this Note), filing of suit or diligence in collecting this Note, in enforcing any of the security rights or in proceeding against any of the property which is collateral for this Note; (b) agree to any substitution, exchange, addition or release of any such property or the addition or release of any party or Person primarily or secondarily liable herein; (c) agree that MVP or holder shall not be required first to institute any suit, or to exhaust its

remedies against the Borrower or any other Person or party in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration to any of them; and (e) agree that, notwithstanding the occurrence of any of the foregoing, except as to any such Person expressly released in writing by MVP or holder, they shall be and remain jointly and severally, directly and primarily, liable for all sums due hereunder and under any and all of the Security Instruments.

Governing Law
- ----------

This Note and the Security Instruments shall be governed and construed in accordance with the laws of the State of Florida and of the United States.

Severability - Usury
- ----------

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this Note shall not render any other provision, clause, sentence and/or paragraph herein contained unenforceable or invalid.

It is the intention of MVP or holder, which is signified by acceptance of this Note, that this Note shall comply with all applicable usury laws now or hereafter in effect. Accordingly, to the extent that any rate of interest stated in this Note exceeds the maximum rate of interest which may be charged on loans of the type and nature evidenced by this Note, then said interest shall be abated and reduced to the extent necessary to conform with the maximum permissible rate.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first above written in Naples, Florida.

MVP 3, L.P., a Delaware limited partnership

By MEDICAL VENTURES PARTNERS, LLC.
a Delaware limited liability company, its
general partner,

By: _____
Name: Steven Jones, Member

NEOGENOMICS, INC., a Florida corporation

By:
Name: Michael Dent
Its: President and Chief Executive Officer

SCHEDULE A
MVP 3, LP
BORROWING BASE CERTIFICATE

NeoGenomics, Inc., a Florida corporation ("Company")

The undersigned, in accordance with and subject to the terms of the Loan and Security Agreement dated April 15, 2003 between NeoGenomics, Inc, a Florida Corporation ("Borrower") and MVP 3 LP, a Delaware Limited Partnership "(MVP") (as the same may be hereafter amended, restated, extended, revised, and/or modified from time to time, hereinafter referred to as the "Agreement"), and the Revolving Line of Credit Note as defined therein ("Note"), hereby certifies as of _____ [insert month and year] that the following computations have been made in accordance with the provisions of the Agreement and the Note and without duplication or overlap:

A. Accounts Availability per Formula as per Borrowing Base definition in the Note and as certified on the attached pass through Borrowing Base Certificate to Fifth Third Bank.
$_____

B. Equipment Availability per Formula as per Borrowing Base definition in the Note and as certified on the attached pass through Borrowing Base Certificate to Fifth Third Bank.

$_____

C. Non-Collateralized Availability as of the date first written above as per the Borrowing Base definition in the Note

$_____

D. Total Credit Availability per Formula (A+B+C)

$_____

Less Outstanding collateralized debt under Note (amounts outstanding pursuant to A+B above) $_____

Less Outstanding non-collateralized debt under Note (amounts outstanding pursuant to C above) $_____

Total Amounts Outstanding prior to the current draw request

$_____

EXCESS (DEFICIT) AVAILABILITY $_____

AMOUNT OF ADVANCE REQUESTED WITH THIS BORROWING BASE CERTIFICATE

$_____

For the purposes of inducing MVP to grant Revolving Line of Credit Loans pursuant to the Note and Agreement, we hereby certify that the foregoing Borrowing Base Certificate and the attached Borrowing Base Certificate to Fifth Third Bank is true and correct in all particulars and that there is no Event of Default or event which, but for the passage of time or notice or both, would constitute an Event of Default under the Agreement or the Note.

NeoGenomics, Inc., a Florida corporation ("Company")

By:_____
Title:_____
Dated:_____

Borrowing Base Certificate No.:_____

SECURITY AGREEMENT

Naples, Florida As of April 15, 2003

NEOGENOMICS, INC., a Florida corporation (hereinafter the "Debtor") hereby assign(s) to MVP 3, LP, a Delaware limited partnership for itself and as agent for any affiliate of MVP (hereinafter the "Secured Party") as collateral and grant(s) to Secured Party a security interest in and to all items of property described in paragraph 2 of this Security Agreement (the "Agreement"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Loan Agreement (as defined below).

1. OBLIGATIONS: This assignment of collateral and grant of security interest shall secure all loans, advances, indebtedness and each and every other obligation or liability of Debtor owed to Secured Party and any affiliate thereof, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Secured Party or owed to others and acquired by Secured Party by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every other obligation or liability arising under that certain Loan and Security Agreement ("Loan Agreement") between and among Secured Party, Debtor, and Neogenomics, Inc. a Nevada corporation and the parent of Debtor ("Parent"), that certain Note from Borrower to Secured Party dated of even date herewith, loans, advances and/or letters of credit now or hereafter issued by Secured Party or any affiliate of MVP for the benefit of or at the request of Debtor or Parent, all obligations to perform or forbear from performing acts, and all agreements, instruments and documents evidencing, guarantying or securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Secured Party or any affiliate of Fifth Third Bancorp under this Agreement or any other document, instrument or agreement related to any of the foregoing (collectively the "Obligations") The parties hereto acknowledge and agree that the security interest granted hereto is subordinate to the security interest in the Collateral previously granted to Fifth Third Bancorp pursuant to that certain Loan and Security Agreement, dated as of the date hereof, by and among, Borrower, Secured Party, Debtor and certain other individuals (the "Fifth Third Loan Agreement"), and to any future security interests which may be granted to Fifth Third Bancorp or its affiliates .
..

2. COLLATERAL: The collateral hereby assigned and in which a security interest is granted includes that collateral now existing and hereafter arising or acquired by Debtor, regardless of where it is located, and is defined as follows (together with all proceeds and products thereof and all additions and accession thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange thereof, all fixtures attached or appurtenant thereto, all leases thereof, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition thereof, or any other interest therein, collectively, the "Collateral"):

a. All Accounts, all Inventory, all Equipment, all General Intangibles, all Investment Property;

b. all instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, commercial tort claims, contracts, agreements, contract rights or other property, owned by Debtor or in which

Debtor has an interest, including but not limited to, those which are now or hereafter in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Secured Party, and any deposit accounts of Debtor with Secured Party, including all demand, time, savings, passbook or other accounts and all deposits therein;

c. all assets and personal property now owned or hereafter acquired; all now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, farm products, general intangibles, supporting obligations, software, and all rents, issues, profits, products and proceeds thereof, wherever any of the foregoing is located;

d. INTENTIONALLY DELETED;
---

e. INTENTIONALLY DELETED; and
---

3. DEFINITIONS: Capitalized terms not otherwise defined in this Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the state of Florida, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein the following capitalized terms will have the following meanings:

(a) "Accounts" means all accounts, accounts receivable, health-care-insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the retention of services by Debtor; all guaranties, letters of credit and other security and supporting obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereafter defined in the Uniform Commercial Code.

(b) "Equipment" means all goods (excluding inventory, farm products or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs, goods (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party's copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all supplies used or useful in connection therewith, and all "Equipment" as same is now or hereafter defined in the Uniform Commercial Code.

(c) "General Intangibles" means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, and the equipment containing any such information, and all "General Intangibles" as same is now or hereafter defined in the Uniform Commercial Code.

(d) "Inventory" means all goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process, supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, and all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all "Inventory" as same is now or hereafter defined in the Uniform Commercial Code.

(e) "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account and all "Investment Property" as same is now or hereafter defined in the Uniform Commercial Code.

4. WARRANTIES AS TO DEBTOR: Debtor hereby represents and warrants to Secured Party as follows:

(a) That he/she/it is/are a(n) _____ individual; _____ limited partnership; _____ limited liability company; __x__ corporation; _____ other (specify) with a primary residence or principal place of business, as the case may be, located at the address otherwise set forth herein, and is organized in the State of Florida, license number _____ (if applicable).

(b) Debtor further warrants that its exact legal name is set forth in the initial paragraph of this Agreement, and its Taxpayer I.D. No. is ###-##-####.

(c) Exhibit B, attached to this Agreement and incorporated herein by reference, lists the locations of any and all of the Collateral of Debtor.

5. WARRANTIES AS TO COLLATERAL: Debtor hereby represents and warrants to Secured Party that:

(a) Except for the security interest granted to Fifth Third pursuant to the Fifth Third Loan Agreement, Permitted Liens, and the security agreement hereby granted, Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the sole owner of, with good and marketable title in, each and every item of the Collateral, or otherwise shall have the full right and power to grant a security interest in the Collateral, free from any lien, security interest or encumbrance whatsoever;

(b) Each item of Collateral is, and shall be, valid, and all information furnished to Secured Party with regard thereto is, and shall be, accurate and correct in all respects when furnished;

(c) None of the Collateral shall be sold, assigned, transferred, discounted, hypothecated, or otherwise subjected to any lien, encumbrance or security interest (except for Permitted Liens, liens in favor of Borrower and/or Fifth Third, or as otherwise expressly permitted under the Loan Agreement), and that Debtor shall defend such Collateral and each and every part thereof against claims of all persons at any time claiming such Collateral or claiming any interest therein adverse to Secured Party;

(d) The provisions of this Agreement are sufficient to create in favor of Secured Party a valid and continuing lien on, and second security interest in, the types of Collateral in which a security interest may be perfected by the filing of UCC Financing Statements, and when such UCC Financing Statements are filed in the requisite filing offices, and the requisite filing fees are paid, such filings shall be sufficient to perfect such security interest (other than Equipment affixed to real property so as to become fixtures);

(e) If any of the Collateral is or will be attached to real estate in such a manner as to become a fixture under applicable state law, that said real estate is not encumbered in any way, or if said real estate is encumbered, Debtor will secure from the lien holder or the party in whose favor it is or will become so encumbered a written acknowledgment and subordination to the security interest hereby granted or a written disclaimer of any interest in the Collateral, in such form as is acceptable to Secured Party.

(f) The financial statements of Debtor dated December 31, 2002 and heretofore submitted to the Secured Party are true and correct and there are no material adverse changes in the conditions, financial or otherwise, of Debtor since the date of said financial statements.

6. DEBTOR'S RESPONSIBILITIES: Debtor covenants with, and warrants to, Secured Party that Debtor shall:

(a) Furnish to Secured Party, in writing, a current list of all

Collateral for the purpose of identifying the Collateral and, further, execute and deliver such supplemental instruments, documents, agreements and chattel paper, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting, and continuing the perfection of, Secured Party's security interest in any or all of such Collateral, or as is necessary to provide Secured Party with control over the Collateral or any portion thereof;

(b) At its expense and upon request of Secured Party, furnish copies of invoices issued by Debtor in connection with the Collateral, furnish certificates of insurance evidencing insurance on Collateral, furnish proof of payment of taxes and assessments on Collateral, make available to Secured Party, any and all of Debtor's books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writings that in any way evidence or relate to the Collateral;

(c) Keep the Collateral insured at all times against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as is customary with companies in the same or similar business and written by such companies or underwriters as is satisfactory to Secured Party. In all cases losses shall be payable to Secured Party and any surplusage shall be paid to Debtor. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation to Secured Party. Should Debtor at any time fail to purchase or maintain insurance, pay taxes, or pay for any expense, incident or such insurance, pay such taxes, order and pay for such necessary items of preservation, maintenance or protection, and Debtor agrees to reimburse Secured Party for all expenses incurred under this paragraph;

(d) Pay all taxes or assessments imposed on or with respect to the Collateral;

(e) Keep all of the Collateral in good condition and repair, protecting it from weather and other contingencies which might adversely affect it as secured hereunder;

(f) Notify Secured Party immediately in writing of any information which Debtor has or may receive which might in any way adversely affect the value of the Collateral or the rights of Secured Party with respect thereto;

(g) Notify Secured Party promptly, in writing, of any change in the location of the Collateral or of any place of business or mailing addresses or the establishment of any new place of business or mailing address;

(h) Pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby;

(i) Upon the occurrence of an Event of Default or breach of any provision of this Security Agreement, pay all expenses and reasonable attorneys' fees of Secured Party; and Debtor agrees that said expenses and fees shall be secured under this Agreement;

(j) Maintain possession of all Collateral at the location disclosed to Secured Party and not to remove the Collateral from that location;

(k) Not sell, contract to sell, lease, encumber, or otherwise transfer the Collateral (other than inventory in the ordinary course of business) until the Obligations have been paid and performed, Debtor acknowledging nonetheless that Secured Party has a security interest in the proceeds of such Collateral.

(l) Take any other and further action necessary or desirable as requested by Secured Party to grant Secured Party control over the Collateral, as "control" is defined in the applicable version of the Uniform Commercial Code, including without limitation (i) executing and/or authenticating any assignments or third party agreements; (ii) delivering, or causing the delivery of, any of the Collateral to the possession of Secured Party; (iii) obtaining written acknowledgments of the lien of Secured Party and agreements of subordination to such lien from third parties in possession of the Collateral in a form acceptable to Secured Party. Debtor consents to and hereby authorizes any third party in an authenticated record or agreement between Debtor, Secured Party, and the third party, including but not limited to depository

institutions, securities intermediaries, and issuers of letters of credit or other support obligations, to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, and to enter into agreements with Secured Party regarding same, without further consent of the Debtor.

7. ACCOUNTS RECEIVABLE: Debtor hereby agrees that, notwithstanding the fact that all or any part of the Obligations is not matured and Debtor is current in payment according to the tenor of the Obligations, Secured Party shall have the absolute right to take any one or more of the following actions:

(a) Secured Party may serve written notice on Debtor instructing Debtor to deliver to Secured Party all subsequent payments on accounts receivable which Debtor shall do until notified otherwise;

(b) Secured Party may notify the account debtor(s) of its security interest and instruct such account debtor(s) to make further payments on such accounts to Secured Party instead of to Debtor; and,

(c) Secured Party may serve written notice upon Debtor that all subsequent billings or statements of account rendered to any account debtor shall bear a notation directing the account debtor(s) to make payment directly to Secured Party. Any payment received by Secured Party pursuant to this paragraph shall be retained in a separate noninterest bearing account as security for the payment and performance of all Obligations of Debtor.

8. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney-in-fact to act, with full power of substitution, with respect to the Collateral, in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement, including, but not limited to executing, authenticating and/or filing on its behalf: (i) UCC Financing Statements reflecting the lien of Secured Party upon the Collateral and any other documents necessary or desirable to perfect or otherwise continue the security interest granted herein; and (ii) any third party agreements or assignments to grant Secured Party control over the Collateral, including but not limited to third party agreements between Debtor, Secured Party, and depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof.

9. EVENTS OF DEFAULT: Any Event of Default under the Loan Agreement shall constitute an Event of Default under this Security Agreement.

10. REMEDIES. Upon the occurrence and until the waiver of an Event of Default, Secured Party may, without further notice to Debtor, at Secured Party's option, declare any note and all of the Obligations to become due and payable in its aggregate amount; provided that the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code. Secured Party may resort to the rights and remedies of a secured party under the Uniform Commercial Code, including but not limited to the right of a secured party to (a) enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (b) ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (c) sell the Collateral at public or private sale. Debtor will be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor 10 days prior to such disposition. Debtor will, upon request, assemble the Collateral and any records pertaining thereto and make them available at a place designated by Secured Party. Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, and of the Obligations, or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of

Default shall be deemed to be a waiver of any subsequent Event of Default.

11. MISCELLANEOUS PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors and assigns and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor.

(b) Debtor acknowledges and agrees that, in addition to the security interests granted herein, Secured Party has a banker's lien and common law right of set-off in and to Debtor's deposits, accounts and credits held by Secured Party and Secured Party may apply or set off such deposits or other sums against the Obligations upon the occurrence of an Event of Default as set forth in paragraph 10 of this Agreement.

(c) This Agreement contains the entire Agreement of the parties and no oral Agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this Agreement.

(d) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the laws of the State of Florida.

(e) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement.

(f) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a Financing Statement with appropriate county and state government authorities necessary to perfect Secured Party's security interest in the Collateral as set forth herein. Debtor hereby further authorizes Secured Party to file UCC Financing Statements on behalf of Debtor and Secured Party with respect to the Collateral.

SECURED PARTY: DEBTOR:

MVP 3, L.P., a Delaware limited partnership
corporation

By MEDICAL VENTURES PARTNERS
LLC. a Delaware limited liability company,
its general partner,

By: _____
Steven Jones, Member

NEOGENOMICS, INC., a Florida

By: _____
Michael Dent, President and Chief Executive Officer

EXHIBIT A

LEGAL DESCRIPTION

None.

EXHIBIT B

1726 Medical Blvd., Suite 101, Naples, Florida 34110

GUARANTY

THIS GUARANTY is made and entered into at Naples, Florida, to be effective as of the 15th day of April, 2003, by the undersigned, neogenomics, inc., a Nevada corporation (hereinafter referred to as the "Guarantor"), in favor of MVP 3, LP, a Delaware limited partnership (hereinafter referred to as "MVP").

R E C I T A L S

WHEREAS, pursuant to the terms hereof and of that certain Loan and Security Agreement by and between Neogenomics, Inc., a Florida corporation (hereinafter referred to as the "Borrower"), Guarantor, and MVP dated of even date herewith (as the same may be amended, modified, restated, extended and/or replaced from time to time, the "Loan Agreement"), MVP has agreed to lend to Borrower (i) up to the maximum sum of One Million Five Hundred Thousand Dollars (hereinafter referred to as the "Loan"), as evidenced by that certain Note of even date herewith in the amount of One Million Five Hundred Thousand Dollars ($1,500,000.00), as the same may be amended, modified, restated, extended and/or replaced from time to time (hereinafter referred to as the "Note").

WHEREAS, Guarantor is the parent of Borrower.

NOW, THEREFORE, for good and valuable consideration received by the Guarantor, the receipt and sufficiency of which are hereby acknowledged, and in order to induce any person or persons who may be and become the holder of the Notes to accept the same, the Guarantor hereby agrees as follows:

1. The Guarantor hereby unconditionally, absolutely and irrevocably guarantees, for the benefit of each and every present and future holder or holders, from time to time, of the Notes (all herein called the "Obligees"), the full and prompt payment to the Obligees at maturity (whether at the stated maturities thereof, or by acceleration or otherwise) of any and all of the indebtedness of the Borrower evidenced by the Notes, together with all other obligations and liabilities of the Borrower to MVP and/or any affiliate of MVP, whether now existing or hereafter incurred, as the same or any part thereof may from time to time be amended, extended, restated, replaced, and/or modified (all of which indebtedness, obligations and liabilities being herein called the "Indebtedness"), and the full and prompt performance and observance by the Borrower of all of the warranties, covenants and agreements provided by the Note and any other instruments made and delivered, now or hereafter, in connection with the Note or the Indebtedness (all herein called the "Loan Documents"), to be performed and observed by the Borrower (herein called the "Obligations"); and to this end the Guarantor covenants and agrees to take all such actions necessary to enable the Borrower to pay the Indebtedness and to observe and perform each and every Obligation, and to refrain from taking any action which would prevent the Borrower from paying the Indebtedness or observing and performing each and every Obligation.

The Guarantor acknowledges and confesses that it will be of substantial economic benefit to the Guarantor for the Borrower to issue the Notes and incur the Indebtedness. Guarantor represents and warrants to MVP that it has received value which is reasonably equivalent to its Guaranty hereunder, and that it is not rendered insolvent by delivery of this Guaranty.

2. This Guaranty shall be a continuing guaranty, shall be binding upon the Guarantor and upon its respective heirs, administrators, successors, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (a) the existence or continuance of any obligation on the part of the Borrower or any other guarantor on or with respect to the Indebtedness or any Obligation under the Notes, or any other Loan Document; (b) the power or authority (or any lack thereof) of the Borrower to issue the Notes or to execute, acknowledge or deliver the Notes or any other Loan Document; (c) the validity or invalidity of the Notes or any other Loan Document; (d) any defense whatsoever that the Borrower or any other guarantor may or might have to the payment of the Indebtedness or to the performance or observance of any of the Obligations; (e) any limitation or exculpation of liability on the part of the Borrower; (f) the existence or

continuance of the Borrower as a legal entity; (g) the transfer of all or any part of Borrower's assets to any other corporation, person or entity; (h) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, change in, increase in, extension, modification or other disposition of any of the Indebtedness, or any of the Obligations, all of which the Obligees are hereby expressly authorized to make from time to time without notice to the Guarantor or to anyone; (i) the acceptance by the Obligees, or any of them, of any security for, or other guarantors upon, all or any part of the Indebtedness or the Obligations; (j) any failure, neglect or omission on the part of the Obligees, or any of them, to realize or protect any of the Indebtedness or any collateral or security therefor, or to exercise any lien upon or right or appropriation of any moneys, credits or property of the Borrower toward the liquidation of the Indebtedness or any application of payments or credits thereon; (k) any right, claim or offset which Guarantor may have against Borrower, or (l) any defense (other than the payment of the Indebtedness and performance of the Obligations, in accordance with their terms) that the Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the Guarantor; it being understood and agreed that this Guaranty, and the undertakings, liabilities and obligations of the Guarantor hereunder, are absolute and unconditional and shall not be affected, discharged, impaired or varied by any act, omission or circumstance whatsoever (whether or not specifically enumerated above) except the due and punctual payment of the Indebtedness and performance of the Obligations, and then only to the extent thereof.

The Obligees shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or the Obligations, or any part thereof; and in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of any Obligee, or anyone, at any time, to proceed against the Borrower, its properties or estates, or to proceed against any other guarantor, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever.

3. The death or dissolution of any guarantor shall not terminate or limit this Guaranty as to any surviving or existing Guarantor, and shall not terminate this Guaranty as to the estate of any deceased Guarantor or the property of any dissolved Guarantor.

4. The Obligees, or any of them, shall have the right to enforce this Guaranty against any Guarantor for and to the full amount of the Indebtedness, with or without enforcing or attempting to enforce this Guaranty against any other guarantor or any security for the obligation of any of them, and whether or not proceedings or steps are pending or have been taken or have been concluded to enforce or otherwise realize upon the obligation or security of the Borrower or any other guarantor; and the payment of any amount or amounts by Guarantor, pursuant to its obligation hereunder or under any other guaranty instrument, shall not in any way entitle Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Indebtedness, or any principal or interest payments theretofore, then or thereafter at any time made by the Borrower on the Indebtedness, or made by anyone on behalf of the Borrower, or in and to any security therefor, unless and until the full amount of the Indebtedness has been fully paid.

5. No release or discharge of any other guarantor or any other person liable for payment of the Indebtedness or granting collateral therefor shall release or discharge Guarantor unless and until all of the Indebtedness shall have been fully paid and discharged and all Obligations shall have been fully performed.

6. No act of commission or omission of any kind, or at any time, on the part of any Obligee, in respect to any matter whatsoever, shall in any way affect or impair this Guaranty, and time is of the essence hereof.

7. All diligence in collection or prosecution, and all presentment, demand, protest and/or notice, as to the Guarantor, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness or of performance or non-performance of any Obligation, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived by the Guarantor.

8. Notwithstanding any modification, discharge or extension of the

Indebtedness or any amendment, modification, stay or cure of the Obligees' rights under the Notes or other Loan Documents which may occur in any bankruptcy or reorganization case or proceeding affecting the Borrower, whether permanent or temporary, and whether or not assented to by any of the Obligees, the Guarantor hereby agrees that it shall be obligated hereunder to pay the Indebtedness and discharge the other Obligations in accordance with the terms of the Notes and other Loan Documents and the terms of this Guaranty as in effect on the date hereof. Guarantor understands and acknowledges that by virtue of this Guaranty it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding affecting the Borrower; and, as an example and not by way of limitation, a subsequent modification of the Notes or any of the other Loan Documents in any reorganization case concerning the Borrower or any other guarantor, shall not affect the obligation of the Guarantor to pay the Notes and all other Indebtedness and to perform and observe all Obligations in accordance with the original terms thereof.

9. Guarantor hereby agrees that if at any time all or any part of any payment theretofore applied by any of the Obligees to any Indebtedness is rescinded or returned by any of the Obligees for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), the Indebtedness shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by any of the Obligees, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to the Indebtedness, all as though such application by any of the Obligees had not been made.

10. In addition to all other amounts payable by Guarantor hereunder, the Guarantor hereby agrees to pay to Obligees upon demand any and all costs and expenses, including court costs and reasonable attorneys' fees, to the fullest extent not prohibited by applicable law, which the Obligees or any of them may incur (a) in preparing to enforce, or in enforcing the obligations of the Guarantor hereunder; or (b) in preparing to collect or enforce the Indebtedness and the Obligations or in collecting or enforcing the same, in each case whether or not suit or action is filed.

11. Guarantor hereby acknowledges that the transactions relating to the Indebtedness, the Obligations, the Loan Documents and this Guaranty were negotiated in the State of Florida and that this Guaranty shall be interpreted under and governed by the law of the State of Florida.

12. Guarantor hereby unconditionally and irrevocably agrees that Guarantor will not at any time assert against Borrower or any other guarantor (or Borrower's or such guarantor's estate if Borrower or such guarantor becomes bankrupt or becomes the subject of any case or proceeding under the bankruptcy law of the United States) any right or claim to indemnification, reimbursement, contribution or payment for or with respect to any and all amounts Guarantor may pay or be obligated to pay Obligees, including, without limitation, the Indebtedness, and any and all Obligations which Guarantor may perform, satisfy or discharge, under or with respect to this Guaranty and waives and releases all such rights and claims to indemnification, reimbursement, contribution or payment which Guarantor may have now or at any time against Borrower or any other guarantor (or Borrower's or such guarantor's estate if Borrower or such guarantor becomes bankrupt or becomes the subject of any case or proceeding under the bankruptcy laws of the United States). Guarantor further unconditionally and irrevocably agrees that it shall have no right of subrogation, and waives any right to enforce any remedy which Obligees now have or may hereafter have against Borrower or any other guarantor, and any security now or hereafter held by Obligees, and waives any defense based upon an election of remedies by Obligees, which destroys or otherwise impairs any subrogation rights of Guarantor or the right of Guarantor to proceed against Borrower or any other guarantor for reimbursement, or both.

13. In addition to and independent of any other obligation or liability under this Guaranty, Guarantor hereby covenants, represents, and warrants to the Obligees as follows:

(a) Guarantor has an economic interest in the Borrower and an interest in the success of the Borrower;

(b) Any and all balance sheets, net worth statements and other financial data with respect to Guarantor which have heretofore been given to

Obligees by or on behalf of Guarantor fairly and accurately present the financial condition of Guarantor as of the respective dates thereof, and, since the respective dates thereof, there has been no materially adverse change in the financial condition of Guarantor;

(c) Guarantor has the financial ability to pay, and will fully pay, satisfy and discharge its obligations and liabilities under the Loan Documents and any documents executed and delivered by Guarantor to Borrower to evidence any payment obligations owed by Guarantor to Borrower;

(d) The execution, delivery and performance by the Guarantor of this Guaranty does not and will not contravene or conflict with (i) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court having jurisdiction over the Guarantor, or (ii) any contractual restriction binding on or affecting the Guarantor or the Guarantor's property or assets;

(e) This Guaranty creates legal, valid and binding obligations of the Guarantor enforceable against Guarantor in accordance with its terms;

(f) Guarantor has disclosed all events, conditions and facts known to Guarantor which could have any material adverse effect on the financial condition of the Guarantor. No representation or warranty by Guarantor contained herein, nor any schedule, certificate or other document now or hereafter furnished by Guarantor to MVP in connection with this Guaranty, the Loan Agreement or any other Loan Document, contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

Guarantor hereby indemnifies the Obligees and agrees to defend and hold harmless the Obligees from and against: (y) any loss, cost, damage or expense occurring by reason of a breach of the foregoing representations and warranties; and (z) the loss, mitigation, subordination or other consequences adverse to the Obligees by reason of this Guaranty being challenged as a preference or suffering any other subjugation under any bankruptcy or other law, whether state or federal, affecting debtors, creditors and/or the relationship between and among them. Without limiting the generality of the foregoing, any and all debts and obligations of the Borrower to Guarantor whether past, present or future, are hereby waived, satisfied and discharged.

14. The covenants, representations, and warranties of Guarantor contained herein are in addition to the covenants, representations, and warranties contained in the Loan Agreement.

15. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment of the Indebtedness or performance of any of the Obligations is or is sought to be rescinded or must otherwise be restored or returned by MVP upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or of or for any substantial part of any property securing the loan, or otherwise, all as though such payments or performance had not been made. This Guaranty shall not be affected in any way by the transfer or other disposition of any property granted as collateral for the repayment of the Indebtedness, whether by deed, operation of law or otherwise.

16. No amendment or waiver of any provision of this Guaranty nor consent to any departure therefrom by the Guarantor shall in any event be effective unless the same shall be in writing and signed by MVP, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. WAIVER OF RIGHT TO TRIAL BY JURY. GUARANTOR HEREBY UNCONDITIONALLY

AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THE NOTES, THE GUARANTY, AND/OR THE LOAN DOCUMENTS, AND ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED HERETO.

18. All notices and other communications provided for hereunder shall be in writing and mailed or delivered to the addresses indicated below; or as to each party at such other address as shall be designated by such party in a

written notice to the other parties, and all such notices and other communications shall, when mailed, be effective when deposited in the mails addressed as follows:

(a) If to Guarantor: Neogenomics, Inc.

1726 Medical Blvd., Suite 101
Naples, FL 34110
Attention: Michael Dent

(b) If to MVP: MVP, LP

1740 Persimmon Drive
Naples, FL 34109
Attention: Steven Jones

19. Any Obligee may, without any notice whatsoever to anyone, sell, assign or transfer or grant participations in all or any part of the Indebtedness, and in any and every such event, each and every immediate and successive assignee, transferee, holder of or participant in all or any part of the Indebtedness shall have the right to enforce this Guaranty by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

20. This Guaranty, and each and every part hereof, shall be binding upon the Guarantor and upon the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of each and every future holder of the NOTES or any interest in the Indebtedness.

21. The delivery of the NOTES for value to any person shall, without more, constitute conclusive evidence of the acceptance hereof, and of the reliance hereon by each and every from time to time holder of the NOTES or any interest in the Indebtedness.

22. As used herein, the masculine gender shall include the feminine and neuter genders, and the singular case shall include the plural and the plural the singular, wherever the same may be applicable.

IN WITNESS WHEREOF, the Guarantor has signed this Guaranty as of the date first above written.

Employee Identification No.:
_____

NEOGENOMICS, INC., a Nevada corporation

By: _____
Its: _____

STOCK PLEDGE AGREEMENT

This STOCK PLEDGE AGREEMENT (the "Agreement") is dated effective as of April 15, 2003, by and between NEOGENOMIC, INC, a Nevada corporation with an with an address of 1726 Medical Blvd., Suite 101, Naples, FL 34110 (the "Pledgor"), NEOGENOMICS, INC., a Florida corporation with principal place of business at 1726 Medical Blvd., Suite 101, Naples, FL 34110 (the "Company"), and MVP 3, LP, a Delaware limited liability company with an office located at 1740 Persimmon Drive Naples, FL 34109 (the "Secured Party").

WHEREAS, the Secured Party, Pledgor and the Company have entered into a Loan and Security Agreement of even date herewith (said Loan and Security Agreement, as now existing and hereafter amended, renewed and/or restated from time to time, is hereinafter referred to as the "Loan Agreement") pursuant to which the Secured Party has agreed to provide Borrower with Loans (as defined in the Loan Agreement); and

WHEREAS, Pledgor is the parent of the Company, and has a direct or indirect economic interest in Borrower; and

WHEREAS, Pledgor has guaranteed the obligations of Borrower to Secured Party and has agreed to pledge the Pledge Stock (as defined in Section 1(B) below) to secure payment of the Loans and the Liabilities (as defined in the Loan Agreement); and

WHEREAS, Pledgor, Company and Secured Party wish to set forth their respective rights and duties with respect to the Pledge Stock;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions. For all purposes of this Agreement, the terms utilized in this Agreement have the meanings set forth in the Loan Agreement unless otherwise provided in this Agreement or unless the context otherwise requires. For the purposes of this Agreement:

(A) "Event of Default" means: (i) an Event of Default set forth in the Loan Agreement or any of the Loan Documents; or (ii) any violation by Pledgor or Company of the obligations in this Agreement subject to notice and applicable grace periods, or any representation or warranty set forth in this Agreement shall be or become false or misleading in any respect.

(B) "Pledge Stock" means:

(i) One Hundred (100) shares of the common stock of Company, being One Hundred percent (100%) of the issued and outstanding stock of the Company (and certificates representing such shares), and all cash, securities, dividends and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any of such shares, except as provided in Paragraph 3(A)(ii);

(ii) all additional shares of stock of any class of the Company, at any time and from time to time acquired by Pledgor in any manner, and the certificates representing such additional shares, and all cash, securities, dividends, and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such additional shares, except as provided in Paragraph 3(A)(ii); and

(iii) all securities hereafter delivered hereunder to the Secured Party in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such securities, and all cash, securities, dividends and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing, except as provided in Paragraph 3(A)(ii).

(C) "Secured Obligations" means Pledgor's and Borrower's respective

obligations to the Secured Party under the Loan Agreement, Loans, Notes, Guaranties, any other documents and/or instruments now or hereafter executed in connection therewith, and any and all modifications, extensions, renewals, restatements, replacements or amendments thereof or thereto (collectively, the "Loan Documents").

2. Pledge of Pledge Stock. To secure the Secured Obligations, Pledgor hereby pledges and grants a security interest in the Pledge Stock to the Secured Party, subject to Paragraph 3 hereof.

Simultaneously with the execution of this Agreement, Pledgor is delivering to the Secured Party certificates representing the Pledge Stock registered in the name of Pledgor, accompanied by proper instruments of assignment executed by the Pledgor so that the same shall be transferable on the books of the Issuer upon presentation by the Secured Party, and from time to time hereafter the Pledgor shall at its expense cause all the certificates, documents and other instruments evidencing, representing or otherwise comprising the Pledge Stock to be similarly delivered and registered immediately upon any of the same becoming part of the Pledge Stock.

3. Voting Rights; Dividends; Distributions.

(A) So long as no Event of Default shall have occurred and be continuing and so long as not otherwise prohibited by the Loan Documents:

(i) The Pledgor shall be entitled to exercise any and all voting, consensual and/or corporate rights and powers relating or pertaining to the Pledge Stock or any part thereof, subject to the terms of this Agreement.

(ii) The Secured Party shall execute and deliver (or cause to be executed and delivered) to Pledgor all such proxies, powers of attorney, dividend orders, and other instruments as Pledgor may request for the purpose of enabling Pledgor to exercise the voting and/or consensual rights and powers which it is entitled to exercise pursuant to paragraph (i) above.

(iii) Upon the occurrence of an Event of Default, the Secured Party may at any time and from time to time (but is not required to) exercise all voting, consensual and corporate rights and powers related to the Pledge Stock.

(B) (i) Secured Party shall be entitled to receive and retain any and all sums of money or cash payable on, derived from, made on or in respect of the Pledge Stock, including, without limitation, cash dividends payable on the Pledge Stock, cash received in redemption of any Pledge Stock and returns of capital. Any and all other non-monetary dividends, stock or liquidating dividends, distributions in property, returns of capital or other distributions made on or in respect of the Pledge Stock, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuing corporations, thereof or received in exchange for Pledge Stock or any part thereof or as a result of any merger, consolidation, acquisition or other exchange of assets to which the issuing corporation may be a party or otherwise, and any and all other non-monetary property received in exchange for or redemption of any Pledge Stock, shall be and become part of the Pledge Stock and, if received by Pledgor, shall be held in trust for the benefit of the Secured Party and shall forthwith be delivered to the Secured Party (registered in the name of Pledgor and accompanied by proper instruments of assignment executed by the Pledgor in accordance with the Secured Party's instructions) to be held subject to the terms of this Agreement.

(ii) The Secured Party shall execute and deliver (or cause to be executed and delivered) to Pledgor all such proxies, powers of attorney, dividend orders, and other instruments as Pledgor may request for the purpose of enabling Pledgor to receive the monetary items and dividends which it is authorized to receive and retain pursuant to paragraph (B) above.

(iii) Any and all money paid over to or received by the Secured Party pursuant to the provisions of this paragraph (B) shall be applied towards repayment of all amounts due under the Draw Loan (as defined in the Loan Agreement) in such order as Secured Party may in its sole discretion determine, with any surplus payable to Pledgor. Any and all property paid over to or received by the Secured Party pursuant to the provisions of this paragraph (B) shall be retained by the Secured Party as part of the Pledge Stock and be

applied in accordance with the provisions of this Agreement.

4. Remedies.

(A) If at any time an Event of Default shall have occurred, then, in addition to having the right to exercise any right and remedy of a secured party upon default under the Uniform Commercial Code in effect in the State of Florida at the time, the Secured Party may, to the extent permitted by law, without being required to give any notice to Pledgor except as provided below:

(i) Apply any cash held by it hereunder to the payment of all Secured Obligations.

(ii) If there shall be no such cash or if the cash so applied shall be insufficient to pay in full all such obligations, sell the Pledge Stock, or any part thereof, at public or private sale or at any broker's board or on any securities exchange for cash, upon credit or for future delivery, and at such price or prices as the Secured Party may reasonably deem best, and the Secured Party may (except as otherwise provided by law) be the purchaser of any or all of the Pledge Stock so sold and thereafter may hold the same, absolutely, free from any right or claim of whatsoever kind.

The Secured Party is authorized, at any such sale, if it deems it advisable so to do, to restrict the number of prospective bidders or purchasers and/or further restrict such prospective bidders or purchasers to persons who will represent and agree that they are purchasing for their own account, for investment, and not with a view to the distribution or resale of the Pledge Stock and may otherwise require that such sale be conducted subject to restrictions as to such other matters as the Secured Party may deem necessary in order that such sale may be effected in such manner as to comply with all applicable state and federal securities laws; upon any such sale the Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Pledge Stock so sold.

Each purchaser at any such sale shall hold the property sold, absolutely, free from any claim or right of whatsoever kind, including any equity or right of redemption, of Pledgor, who hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. The Secured Party shall give Pledgor not less than ten (10) days' written notice of its intention to make any such public or private sale. Such notice, in case of public sale, shall state the time and place fixed for such sale, and, in case of sale at broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Pledge Stock, or that portion thereof so being sold, will first be offered for sale at such board or exchange.

Any such public sale shall be held at such time or times within the ordinary business hours and at such place or places as the Secured Party may fix in the notice of such sale. At any sale the Pledge Stock may be sold in one lot as an entirety or in parts, as the Secured Party may determine. The Secured Party shall not be obligated to make any sale pursuant to any such notice. The Secured Party may, without notice or publication, adjourn any sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Pledge Stock on credit or for future delivery, the Pledge Stock so sold may be retained by the Secured Party until the selling price is paid by the purchaser thereof, but the Secured Party shall not incur any liability in case of the failure of such purchaser to take up and pay for the Pledge Stock so sold and, in case of any such failure, such Pledge Stock may again be sold upon like notice.

The Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose this Agreement and sell the Pledge Stock, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

On any sale of the Pledge Stock, the Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale that it may be advised by counsel is necessary in order to avoid any violation of applicable law or in order to obtain any required approval of the purchaser or purchasers by any governmental regulatory authority or officer or court. Compliance with the foregoing procedures shall result in such sale or disposition being considered or deemed to have been made in a commercially

reasonable manner.

(B) Each of the rights, powers, and remedies provided herein or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or the Loan Agreement, or now or hereafter existing at law or in equity or by statute or otherwise. The exercise of any such rights, power or remedy shall not preclude the simultaneous or later exercise of any or all other such rights, powers or remedies.

(C) The proceeds of any sale of all or any part of the Pledge Stock pursuant to this Section 4, together with all other moneys and property held as or received by the Secured Party as or in respect of the Pledge Stock, shall be applied by the Secured Party in the following order of priority:

First, to the payment of all reasonable costs and expenses of such sale, including legal costs and attorneys' fees and expenses and all expenses, liabilities and advances made or incurred by the Secured Party in connection therewith;

Second, to the payment of all Secured Obligations to the Secured Party at the time due and payable;

Third, the payment of any surplus then remaining from such proceeds to Pledgor or otherwise as a court of competent jurisdiction may direct.

5. Registration Requirements. Pledgor hereby acknowledges that, notwithstanding that a higher price might be obtained for the Pledge Stock at a public sale than at a private sale or sales, the making of a public sale of the Pledge Stock may be subject to registration requirements and other legal restrictions compliance with which could require such actions on the part of Pledgor, could entail such expenses and could subject the Secured Party and any underwriter through whom the Pledge Stock may be sold and any controlling person of any thereof to such liabilities, as would in the opinion of Secured Party make the making of a public sale of the Pledge Stock impractical. Accordingly, Pledgor hereby agrees that private sales made by the Secured Party in accordance with the provisions of Section 4 hereof may be at prices and on other terms less favorable to the seller than if the Pledge Stock were sold at public sale, and that the Secured Party shall not have any obligation to take any steps in order to permit the Pledge Stock to be sold at a public sale complying with the requirements of federal and state securities and similar laws, and that sale may be at a private sale provided that such sale is made at arms length and in a commercially reasonable manner. In addition, upon the request of the Secured Party, the Pledgor agrees that it will, at the direction of the Secured Party, use its best efforts to obtain any and all governmental approvals which may be necessary or desirable to enable the Secured Party to exercise any of the rights and remedies granted to Secured Party hereunder.

6. Fees and Expenses. The Pledgor agrees to pay all reasonable fees and expenses (including, but not by way of limitation, attorneys' fees) incurred by the Secured Party in acting hereunder or in connection herewith.

7. Representations and Warranties of Pledgor. Pledgor represents and warrants that:

(A) The Pledge Stock being pledged is validly pledged to Secured Party. The Pledgor is the direct and beneficial owner of the Pledge Stock being pledged.

(B) All of the shares of Pledge Stock being pledged by Pledgor have been duly and validly issued, are fully paid and nonassessable and are owned of record by Pledgor. Such shares constitute all of the issued and outstanding shares of the capital stock of the Company owned by Pledgor. Pledgor covenants and agrees that if any additional shares of capital stock of the Company of any class are acquired by Pledgor after the date hereof, the same shall constitute Pledge Stock and shall be pledged and delivered to the Secured Party simultaneously with such acquisition.

(C) The Pledge Stock being pledged by Pledgor and the proceeds thereof are subject to no security interests, liens, charges or encumbrances (other than

those granted to the Secured Party under this Agreement or any other agreement) and to no agreement purporting to grant to any third party a security interest in the Pledge Stock. Pledgor will not voluntarily sell, convey or otherwise dispose of any of the Pledge Stock, except as expressly permitted by Secured Party in writing in advance of such sale, conveyance or disposition. Pledgor will not create, incur or permit to exist any pledge, mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any of the Pledge Stock or the proceeds thereof, other than the security interests of the Secured Party created hereunder, liens, charges, or encumbrances arising from the Secured Party's own acts, liens for taxes, assessments and governmental charges and levies upon the Pledge Stock being contested in good faith by appropriate proceedings diligently prosecuted and with respect to which adequate reserves have been set aside on the books of Pledgor, and as otherwise provided herein. Pledgor will not consent to or approve the issuance of any additional shares of capital stock of any class of the issuer of the Pledge Stock unless concurrently therewith certificates for such shares to be owned by Pledgor are pledged, delivered to and deposited with the Secured Party.

8. Termination of Agreement and Return of Pledge Stock. When the Secured Obligations are paid in full to the Secured Party and the Obligations of Pledgor and Borrower to the Secured Party hereunder are satisfied, the Secured Party shall release its rights and interests in the Pledge Stock and in this Agreement. At such time this Agreement shall terminate and the Pledge Stock then remaining, not previously applied against such Secured Obligations as provided in Paragraph 4 hereof and held by the Secured Party shall be promptly returned to Pledgor. Any Pledge Stock to be returned to Pledgor upon termination of this Agreement shall be delivered by mail or otherwise, net of any transfer taxes or other expenses in connection with such return or release, by the Secured Party to Pledgor at any office of the Pledgor (as specified by the Pledgor in writing as the place of delivery for such Pledge Stock) accompanied by a written instrument of transfer. The Secured Party shall not be deemed to have made any representation or warranty with respect to any Pledge Stock so delivered, except that such Pledge Stock is free and clear, on the date of delivery, of any and all liens, charges and encumbrances arising from Secured Party's own acts.

9. Company's Acknowledgment and Agreement. Company, by execution of this Agreement, hereby acknowledges and agrees to be bound by the terms and conditions set forth herein. Company represents and warrants that it shall register on its books and records the restrictions contained herein with respect to any stock of the Company now or hereafter owned by Pledgor.

10. Further Assurances. Pledgor and Company agree at Pledgor's expense to do such acts, and to make, execute, deliver, file and record all notices, instruments, stock powers, financing or like statements as Secured Party reasonably deems necessary to vest in and assure to Secured Party its security interests in any of the Pledge Stock pledged hereunder or to give effect to the rights, powers and remedies of Secured Party hereunder.

11. Waiver. No waiver of a breach of, or default under, any provision of this Agreement, or failure to enforce any right or privilege hereunder, shall be deemed a waiver of such provision or of any subsequent breach or default of the same or similar nature or of any other provision or condition of this Agreement, or as a waiver of any of such provisions, rights, or privileges hereunder.

12. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by Pledgor without the prior written consent of the Secured Party.

13. Entire Agreement: Amendment. This Agreement, together with the Loan Agreement and the other Loan Documents, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. This Agreement may not be changed orally, but only by an instrument in writing signed by all the parties hereto.

14. Headings. The headings of the Sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning thereof.

15. Miscellaneous.

(A) Each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision hereof shall be invalid under applicable law, such provision shall be ineffective to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions hereof.

(B) This Agreement has been delivered and accepted at and shall be deemed to have been made in the State of Florida. This Agreement shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Florida and all other laws of mandatory application.

(C) Any notice required, permitted or contemplated hereunder shall be in writing and addressed and delivered to the party to be notified as specified in the notice provisions of the Loan Agreement.

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IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed by one of its officers thereunto duly authorized, to be effective as of the date first set forth above.

PLEDGOR:

NEOGENOMICS, INC., a Nevada corporation

By:
Michael Dent, President

COMPANY:

NEOGENOMICS, INC., a Florida corporation

By:_____
Michael Dent, President

SECURED PARTY:

MVP 3, L.P., a Delaware limited partnership

By MEDICAL VENTURES PARTNERS
LLC. a Delaware limited liability company,
its general partner,

By:
Name: Steven Jones, Member

IRREVOCABLE STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer to MVP 3, LP, One Hundred (100) share(s) of the common stock of NEOGENOMICS, INC., a Florida corporation ("Company") represented by Certificate No. 002 inclusive, standing in the name of the undersigned on the books of said Company.

The undersigned does hereby irrevocably constitute and appoint Steven C. Jones,

an individual residing at 1740 Persimmon Drive, Naples, FL 34109, as attorney to transfer the said stock on the books of said Company, with full power of substitution in the premises.

NEOGENOMICS, INC.

DATED: _____
By: _____
Its: _____

LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this "Agreement"), made and entered into as of the 15th day of April, 2003, by and between MVP 3, LP, a Delaware limited partnership ("Borrower"), FIFTH THIRD BANK, FLORIDA, a Florida banking corporation ("Fifth Third"), NEOGENOMICS, INC., a Florida corporation ("Corporate Guarantor"), JOHN ELLIOTT, an individual residing at 2709 Buckthorn Way, Naples, FL 34105 ("Elliott"), LARRY KUHNERT (also known as Lawrence R. Kuhnert), an individual residing at 5120 Timberview Terrace, Orlando, FL 32819 ("Kuhnert"), and STEVEN JONES, an individual residing at 1740 Persimmon Drive, Naples, FL 34109 ("Jones", and collectively, jointly and severally with Kuhnert and Elliott, referred to as "Individual Guarantors").

RECITALS

A. Individual Guarantors are the sole limited partners of Borrower, and the sole members of Borrower's general partner, Medical Venture Partners, LLC, a Delaware limited liability company, and both Individual Guarantors and Borrower have ownership interests in Corporate Guarantor by virtue of their ownership interests in NeoGenomics, Inc., a Nevada corporation ("Parent"), which is the parent and sole shareholder of Corporate Guarantor. Individual Guarantors and Corporate Guarantor are sometimes referred to herein jointly, severally and collectively as the "Guarantors".

B. Borrower desires to lend money to Corporate Guarantor to be used by Corporate Guarantor for general working capital purposes, and has requested that Fifth Third provide it with certain loan facilities, the proceeds of which will be used solely to lend to Corporate Guarantor and to provide Borrower with working capital (but not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) for such purpose).

C. Corporate Guarantor will receive a direct benefit from the loans made to Borrower by Fifth Third as described in this Agreement, inasmuch as it is the ultimate recipient of such loan proceeds.

D. Individual Guarantors will receive both a direct and indirect benefit from the loans made to Borrower by Fifth Third as described in this Agreement, inasmuch as they would otherwise be required to personally provide all such funds to Borrower and they also will receive stock, ownership rights and other benefits from both Parent and Corporate Guarantor.

E. Fifth Third is willing to make the loans to Borrower described in this Agreement upon and subject to the terms and conditions set forth herein.

PROVISIONS

NOW, THEREFORE, for and in consideration of the agreements herein contained, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS. The Recitals portion of this Agreement is hereby incorporated by this reference as though it were fully set forth and rewritten herein, and the affirmative statements therein contained shall be deemed to be representations of Borrower, Corporate Guarantor and Individuals Guarantors to Fifth Third which are hereby ratified and confirmed.

2. LOAN FACILITIES. Fifth Third hereby agrees to lend to Borrower (a) up to the maximum sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) (hereinafter referred to as the "Revolving Line of Credit"), and (b) up to the maximum sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) (hereinafter referred to as the "Draw Loan", and, collectively with the Revolving Line of

Credit, referred to as the "Loans"), on and subject to the terms and conditions hereinafter set forth. As used in this Agreement, the term "Liabilities" or "Liability" shall mean the Loans and any and all other indebtedness, advances, obligations, covenants, undertakings and liabilities of Borrower and Corporate Guarantor (including amendments, restatements, modifications, extensions and renewals thereof) to Fifth Third or any affiliate of Fifth Third Bancorp under all documents now or hereafter executed by Borrower and/or Corporate Guarantor in favor of (or acquired by) Fifth Third or any affiliate of Fifth Third Bancorp (the "Loan Documents") or however created, direct or indirect, now existing or hereafter arising, due or to become due, absolute or contingent, participated in whole or in part, whether evidenced or created by promissory notes, agreements or otherwise, in any manner acquired by or accruing to Fifth Third or any affiliate of Fifth Third Bancorp, whether by agreement, assignment or otherwise, as well as any and all obligations of Borrower or Guarantors to Fifth Third or any affiliate of Fifth Third Bancorp, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, including, without limitation, (a) those created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement, (b) obligations of another or others guaranteed or endorsed by Borrower, and (c) whether or not presently contemplated by the parties on the date hereof, including all costs and expenses incurred in the collection of such indebtedness or the loan referred to herein, taxes levied, insurance and repairs to or for the maintenance of the Collateral hereinafter described. As used herein, "Rate Management Agreement" shall mean any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including without limitation any ISDA Master Agreement between Borrower or any Guarantor and Fifth Third or any affiliate of Fifth Third Bancorp, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time. As used in this Agreement, an "Advance" shall mean a sum advanced by Fifth Third from time to time under either the Revolving Line of Credit or the Draw Loan, and "Advances" shall mean all such sums collectively. As used in this Agreement, "Availability" shall mean the maximum amount permitted to be drawn by Borrower under the Draw Loan based upon the value of collateral granted by the Individual Guarantors to secure such Advances, as described in paragraph 11(c) of this Agreement and the Draw Note (as defined in paragraph 2 of this Agreement). "Initial Availability" is One Hundred Twenty-Five Thousand Dollars ($125,000.00), based upon delivery of One Thousand One Hundred Sixty (1,160) shares of stock of Lenawee Bancorp, Inc., plus Eleven Thousand Three Hundred Twenty Dollars ($11,320.00) in cash delivered to Fifth Third by Kuhnert.

3. TERMS OF LOANS. The specific provisions of the Revolving Line of Credit, including, but not limited to, the rate of interest, term, late charge, prepayment rights, borrowing base limitations and default rate of interest, are contained in that certain "Revolving Line of Credit Promissory Note" of even date herewith from Borrower to Fifth Third (the "Line of Credit Note"), in the form attached hereto as Exhibit A, as the same may be amended, restated, modified, extended and/or replaced from time to time. The specific provisions of the Draw Loan, including, but not limited to, the rate of interest, term, late charge, prepayment rights, conditions for draws and default rate of interest, are contained in that certain "Draw Note" of even date herewith from Borrower to Fifth Third (the "Draw Note"), in the form attached hereto as Exhibit B, as the same may be amended, restated, modified, extended and/or replaced from time to time. The Line of Credit Note and the Draw Note are sometimes collectively referred to herein as the "Notes".

4. EVIDENCE OF INDEBTEDNESS AND SECURITY INTEREST. The Loans described in paragraph 2 hereof shall be evidenced by the Line of Credit Note and the Draw Note, as described in paragraph 3 hereof, each executed by Borrower in favor of

Fifth Third (collectively, the "Notes"). The Notes shall be secured by:

(a) Security Agreement executed by Borrower in favor of Fifth Third dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, encumbering all business assets of Borrower, to be delivered to Fifth Third concurrent with this Agreement;

(b) Security Agreement executed by Corporate Guarantor in favor of Fifth Third dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, encumbering all business assets of Corporate Guarantor, to be delivered to Fifth Third concurrent with this Agreement;

(c) Guaranty executed by each of the Guarantors in favor of Fifth Third dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, to be delivered to Fifth Third concurrent with this Agreement;

(d) Collateral Assignment of Loan Documents executed by Borrower and Corporate Guarantor in favor of Fifth Third dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, to be delivered to Fifth Third concurrent with this Agreement;

(e) certain key-man life insurance policies required in accordance with paragraph 11(d) of this Agreement and in the Draw Note, together with Collateral Assignments of the same in the form attached hereto as Exhibit C and
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incorporated by reference herein;

(f) Lockbox and Dominion of Funds Agreement executed by Corporate Guarantor in favor of Fifth Third dated of even date herewith, as the same may be amended, modified, restated, replaced and extended from time to time, to be delivered to Fifth Third concurrent with this Agreement;

(g) the property described below in this paragraph 4, and

(h) such other and additional instruments as may now or hereafter be granted by Borrower or any Guarantor to Fifth Third, including, without limitation, the collateral hereafter granted by Individual Guarantors to support Advances under the Draw Note as further described in paragraph 11(c) of this Agreement ("Additional Collateral").

To secure the performance of this Agreement and subject only to Permitted Liens, Borrower hereby grants in favor of Fifth Third a continuing security interest in all accounts, equipment, inventory, goods, equipment, trademarks and tangible and intangible personal property of Borrower (as such terms are defined under the Uniform Commercial Code enacted in the State of Florida, as amended from time to time ("UCC")), regardless of whether the foregoing is now owned or existing or is owned, acquired or arises hereafter and the proceeds and products of all of the foregoing including, without limitation, proceeds from all eminent domain or condemnation awards or insurance covering the described property. Borrower hereby authorizes Fifth Third to file any and all UCC financing statements, amendments, continuations and/or modifications which Fifth Third deems necessary or desirable to create, maintain and/or perfect a valid first security interest created herein in such property.

As used herein, the term "Collateral" shall include all documents, instruments and property described in (a) through (j) above (sometimes referred to as the "Loan Documents"), all Additional Collateral, and all of Borrower's and/or Corporate Guarantor's right, title and interest in any sums, documents or instruments at any time credited by or due from Fifth Third or any affiliate of Fifth Third Bancorp to Borrower or Corporate Guarantor or in the possession of Fifth Third or any affiliate of Fifth Third Bancorp, including, without limitation, deposits. Upon the occurrence of any default by Borrower, Borrower and each Guarantor hereby authorize Fifth Third to appropriate and use any of the Collateral or proceeds of the Collateral referred to in this paragraph 4 in which Fifth Third has a security interest or of which Fifth Third or any affiliate of Fifth Third Bancorp has possession and any of the sums, documents or instruments referred to in this sentence or the proceeds thereof for application against the Liabilities. Borrower shall not sell, assign, transfer or grant a security interest to any other person in, or otherwise encumber, the Collateral and sums covered by this paragraph 4 except in favor of Fifth Third. Corporate Guarantor shall not sell, assign, transfer or grant a security

interest to any other person in, or otherwise encumber, the Collateral and sums covered by this paragraph 4 except in favor of Fifth Third or in favor of Borrower as collaterally assigned to Fifth Third, for Permitted Liens, or as otherwise permitted under any of the Loan Documents. As used herein the term "Person" includes natural persons, corporations (which shall be deemed to include business trusts), limited liability companies, associations and partnerships. As used herein the phrase "Permitted Liens" means the following: (a) liens for taxes, fees, assessments or other governmental charges or levies, either not yet due and payable or being contested in good faith by appropriate proceedings with appropriate reserves for full payment of the same; (b) liens (i) upon or in any equipment acquired or held by Borrower or Corporate Guarantor to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, but not to exceed Fifty Thousand Dollars ($50,000.00) in the aggregate, or (ii) existing on such equipment at the time of its acquisition, provided that the lien is confined solely to the property so acquired and improvements thereon, and the proceeds of such equipment, and provided, further, that the same has been disclosed to Fifth Third in writing prior to the execution of this Agreement; (c) leases or subleases and licenses or sublicenses granted to others in the ordinary course of Corporate Guarantor's business not interfering in any material respect with the business or financial condition of Corporate Guarantor and which do not, in the aggregate, require payments by Corporate Guarantor in excess of Fifty Thousand Dollars ($50,000.00), and any interest or title of a lessor, licensor or under any lease or license provided that such leases, subleases, licenses and sublicenses do not prohibit the grant of the security interest granted hereunder; and (d) liens incurred in connection with the extension, renewal or refinancing of the indebtedness secured by liens of the type described in clauses (a) through (c) above, provided that any extension, renewal or replacement lien shall be limited to the property encumbered by the existing lien and provided that the principal amount of the indebtedness being extended, renewed or refinanced does not increase.

5. FINANCIAL STATEMENTS, BOOKS AND RECORDS.

(a) Borrower shall furnish to Fifth Third its opening balance sheet reflecting the net worth of Borrower, which shall be certified by Borrower or otherwise in a manner satisfactory to Fifth Third. Borrower shall also furnish Fifth Third with copies of all of its federal tax returns (with all schedules) and all reports filed by it with any governmental entity or agency within ten (10) days of filing. Notwithstanding the foregoing, Fifth Third may, at its option, upon the occurrence of any default by Borrower or Corporate Guarantor, require Borrower to furnish updated financial statements during the term of the loan on a periodic basis together with such other financial information as may from time to time be required by Fifth Third, all in form and detail reasonably satisfactory to Fifth Third.

(b) As soon as practicable and in any event within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year Corporate Guarantor shall furnish to Fifth Third, either (i) a copy of a report on Form 10-Q, or any successor form, and any amendments thereto, filed by the Parent with the United States Securities & Exchange Commission ("SEC") with respect to the immediately preceding fiscal quarter or (ii) an unaudited consolidated balance sheet of Parent and Corporate Guarantor as of the close of such fiscal quarter and unaudited consolidated statements of income, stockholders' equity and cash flows for the fiscal quarter then ended and that portion of the fiscal year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the corresponding period or periods of (or, in the case of the balance sheet, as of the end of) the preceding fiscal year and prepared in accordance with generally accepted accounting principles ("GAAP"), and, if applicable, containing disclosure of the effect on the financial position or results of operations of any change in the application of accounting principles and practices during the period, and certified by the Chief Executive Officer or Chief Financial Officer of the Parent to present fairly in all material respects the financial condition of the Parent and Corporate Guarantor as of their respective dates and the results of operations of the Parent and Corporate Guarantor for the respective periods then ended, subject to normal year end adjustments.

(c) As soon as practicable and in any event within ninety (90) days after the end of each fiscal year Corporate Guarantor shall furnish to Fifth Third, either (i) a copy of a report on Form 10-K, or any successor form, and

any amendments thereto, filed by Parent with the SEC with respect to the immediately preceding fiscal year or (ii) an audited consolidated balance sheet of the Parent and Corporate Guarantor as of the close of such fiscal year and audited consolidated statements of income, stockholders' equity and cash flows for the fiscal year then ended, including the notes thereto, all in reasonable detail setting forth in comparative form the corresponding figures for the preceding fiscal year and prepared by an independent certified public accounting firm in accordance with GAAP and, if applicable, containing disclosure of the effect on the financial position or results of operation of any change in the application of accounting principles and practices during the year.

(d) Corporate Guarantor and Borrower shall also provide Fifth Third on or before the 20th day of each calendar month, a Borrowing Base Certificate (as defined in the Line of Credit Note) and an aging (based on date of invoice) of its Accounts through the end of the prior calendar month, such report to be in form reasonably satisfactory to Fifth Third and certified as true, complete and correct by both Corporate Guarantor's and Borrower's chief financial officer.

(e) Corporate Guarantor shall also furnish Fifth Third with copies of all federal tax returns (with all schedules) of it and/or Parent (if consolidated) and all reports filed by it or Parent with any governmental entity or agency (including, without limitation, the SEC) within ten (10) days of filing. Notwithstanding the foregoing, Fifth Third may, at its option, upon the occurrence of any default by Borrower or Corporate Guarantor, require Corporate Guarantor to furnish updated financial statements during the term of the loan on a periodic basis together with such other financial information as may from time to time be required by Fifth Third, all in form and detail satisfactory to Fifth Third.

(f) Individual Guarantors shall each furnish to Fifth Third their respective annual federal income tax returns (with all schedules) within ten (10) days of filing and shall provide Fifth Third, at least annually on or before April 30 of each calendar year, and at such other times as may be requested by Fifth Third, with a personal financial statement in form and with certification satisfactory to Fifth Third.

(g) In addition to the foregoing, Borrower and Guarantors shall make or cause to be made available to Fifth Third or its representative(s) such books, records and reports (including, but not limited to, income tax returns) that in any way may reasonably pertain to said party's financial condition or the loan herein made by Fifth Third upon reasonable request therefor from time to time made by Fifth Third.

6. FINANCIAL COVENANTS. Beginning with the calendar quarter ending June 30, 2003, and continuing with each calendar quarter thereafter until all Loans are paid in full and there is no credit available to Borrower from Fifth Third, Corporate Guarantor's working capital as a percentage of its gross revenues shall not exceed forty percent (40%), calculated as follows: Corporate Guarantor's (a) current assets less current liabilities determined pursuant to GAAP divided by (b) Corporate Guarantor's gross revenues for the preceding four (4) quarters, determined pursuant to GAAP. This ratio shall be measured as of the end of each calendar quarter on a rolling four (4) quarter basis and calculation of the same shall be prepared by Corporate Guarantor and submitted to Fifth Third upon the earlier of (y) within forty-five (45) days after the end of each calendar quarter except the last and within ninety (90) days after the last calendar quarter or (z) three (3) business days of the filing of any quarterly or annual reports of either Corporate Guarantor or Parent with the SEC. In the event Corporate Guarantor fails to comply with any financial covenant, availability under the Revolving Line of Credit shall be suspended until such time as Corporate Guarantor demonstrates it has achieved compliance and has paid a covenant waiver fee in an amount established by Fifth Third for any such waiver.

7. FEES. On or before Closing, Borrower shall pay to Fifth Third: (a) a bank processing fee in the amount of Six Hundred Fifty Dollars ($650.00), (b) a commitment fee for the Revolving Line of Credit in the amount of Fifteen Thousand Dollars ($15,000.00), and (c) a commitment fee for the Draw Note in the amount of the greater of two percent (2%) of the total Initial Availability under the Draw Note or Five Thousand Dollars ($5,000.00). Borrower shall also pay at Closing all out-of-pocket expenses incurred by Fifth Third in connection with the Loans, including, without limitation, attorneys' fees and expenses,

documentary stamp taxes and recording fees. In addition, at such time as there is additional Availability under the Draw Note, Borrower shall pay Fifth Third, concurrent with the first Advance under the Draw Note from such additional Availability, all out-of-pocket expenses incurred by Bank in connection with such Additional Collateral (including, without limitation, attorneys' fees and expenses, documentary stamp taxes and recording fees), together with a commitment fee in the amount of the greater of two percent (2%) of such additional Availability or Five Thousand Dollars ($5,000.00), provided that the

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total commitment fee payable by Borrower under the Draw Note shall not exceed Fifteen Thousand Dollars ($15,000.00).

8. BORROWER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS. Borrower

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hereby represents, warrants and covenants to Fifth Third that all of the following statements are true and correct in all material respects and shall continue to be so until all Liabilities are paid in full and Fifth Third has no obligation to make further Advances:

(a) Borrower is duly organized and validly existing under the laws of the State of Delaware. Borrower is duly qualified and is authorized to do business in all other states and jurisdictions where the character of its property or the nature of its activities make such qualification necessary;

(b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the other Loan Documents to which it is a party have been duly authorized by all necessary action and do not and will not, to the best of Borrower's knowledge, after reasonable inquiry, contravene, violate, result in a breach of or constitute a default under any of Borrower's governing documents, any applicable law, rule, regulation, order, writ, judgment, injunction, or decree, or any indenture or loan or credit agreement of Borrower;

(c) This Agreement is, and each of the other Loan Documents to which it is a party when delivered under this Agreement will be, a legal, valid and binding obligation of Borrower enforceable against it in accordance with their respective terms, and no notice to or consent of any governmental body or any Person is needed in connection with this Agreement or any Advance under the Loans;

(d) To the best of Borrower's knowledge, after reasonable inquiry, Borrower has, and is in good standing with respect to, all governmental consents, approvals, authorizations, permits, certificates, inspections and franchises necessary to continue to conduct its business as heretofore and/or proposed to be conducted by it and to own stock of and/or lend money to Parent and/or Corporate Guarantor as now owned and/or proposed to be owned by it;

(e) Borrower is not a party or subject to any contract, agreement, charter or other restriction, which materially adversely affects its business or the lending of money to or ownership of stock of Parent and/or Corporate Guarantor. Borrower is not a party or subject to any contract or agreement which restricts its right or ability to incur any indebtedness which would prohibit the execution of or compliance with this Agreement by Borrower. Borrower has not agreed or consented to cause, nor will Borrower permit in the future (upon the happening of a contingency or otherwise) the Collateral to be subject to a lien that is not permitted under this Agreement;

(f) There are no actions, suits, proceedings or investigations pending, or to the knowledge of Borrower, threatened, against or affecting Borrower, or the business, operations, properties, prospects, profits or condition of Borrower, in any court or before any governmental authority or arbitration board or tribunal. Borrower is not in default with respect to any order, writ, injunction, judgment, decree or rule of any court, governmental authority or arbitration board or tribunal;

(g) Neither the financial statements of Borrower, this Agreement nor any other written statement of Borrower to Fifth Third, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading. There is no material fact which Borrower has failed to disclose to Fifth Third in writing which adversely affects or, so far as Borrower can now foresee, will adversely affect

the business, prospects, profits or condition (financial or otherwise) of Borrower or Corporate Guarantor or the ability of Borrower or Corporate Guarantor to perform this Agreement;

(h) To the best of Borrower's knowledge, Borrower and Corporate Guarantor have duly complied with, and their respective property and business operations are in compliance in all material respects with, and will maintain compliance in all material respects with, the provisions of all federal, state and local laws, rules and regulations applicable to Borrower and/or Corporate Guarantor and their respective property or the conduct of their respective business, and there have been no citations, notices or orders of noncompliance issued to Borrower or Corporate Guarantor under any such law, rule or regulation, including, without limitation, any demand for reimbursement, recoupment and/or setoff from any governmental entity or Private Third Party Payor rendering payment to Corporate Guarantor. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services;

(i) Borrower shall use the loan proceeds solely for the purposes described herein and as represented in Borrower's loan request;

(j) Borrower and/or Individual Guarantors have and will have the ability to appoint a majority of the directors of Parent;

(k) Borrower will not agree to any termination or modification of that certain Shareholders' Agreement dated of even or approximately even date herewith executed by and among Parent, Corporate Guarantor, Individual Guarantors, Borrower and Michael T. Dent, M.D. without the prior written consent of Fifth Third;

(l) Borrower has not employed or engaged any broker, finder or agent who may claim a commission or fee on the loan transaction described in this Agreement and Borrower hereby agrees to indemnify and hold Fifth Third harmless from any such claim or demand and litigation resulting therefrom;

(m) Borrower shall, from time to time, upon request of Fifth Third, furnish Fifth Third with such information and documents reasonably necessary to protect Fifth Third's interest in the Collateral and to effectuate the terms of this Agreement and the other Loan Documents;

(n) No event has occurred and no condition exists which would, upon the execution and delivery of this Agreement or Borrower's performance hereunder, constitute an event of default as hereinafter described. Borrower is not in default, and no event has occurred and no conditions exist which constitute, or which with the passage of time or the giving of notice or both would constitute, a default in the payment of any indebtedness of Borrower to any person for money borrowed which could have a material adverse effect on Borrower;

(o) Borrower has and will maintain good and marketable title in the items of property described herein as Collateral owned by Borrower free and clear of any liens, encumbrances or adverse claims, whether legal or equitable, except for Permitted Liens or as agreed in writing by Fifth Third. Borrower shall at all times maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business or as required by Bank, providing a schedule of same to Bank;

(p) Borrower will not incur, create, assume or permit to exist any indebtedness or liability for borrowed money which could constitute a lien upon or create a security interest in its assets except (i) in favor of Fifth Third, or (ii) Permitted Liens;

(q) Borrower will not directly or indirectly guarantee or otherwise be responsible for payment or performance of the obligations of any other Person except in favor of Fifth Third;

(r) Borrower will not sell, transfer or otherwise dispose of all or a substantial part of its assets to any Person; will not consolidate or merge with any other Person, or acquire all or substantially all of the properties or assets of any other Person; and will not enter into any arrangement with any Person whereby it shall sell or transfer and then lease back any kind of

property used in its business, whether now owned or hereafter acquired;

(s) The financial statements and other information supplied by Borrower, Individual Guarantors and/or Corporate Guarantor for the Loans were in all material respects correct on the date supplied (subject to normal year end audit adjustments), and since their dates no material adverse change in the financial condition of Borrower, Individual Guarantors and/or Corporate Guarantor has occurred;

(t) Borrower will not sell or offer to sell or otherwise transfer or encumber all or a part of the Collateral owned by Borrower without written consent of Fifth Third, except if the same is replaced by substitute Collateral of at least equal value or as otherwise permitted under this Agreement; Borrower will keep the Collateral owned by Borrower in good order and repair and will not destroy the Collateral. Fifth Third, at its option, may discharge taxes, liens or other encumbrances placed on the Collateral and may pay for the preservation of the Collateral. Borrower agrees to reimburse Fifth Third, upon demand, for any such expenditures;

Each request for an Advance made by Borrower pursuant to this Agreement or any of the other Loan Documents shall constitute: (i) an automatic representation and warranty by Borrower to Fifth Third that there does not then exist any event of default; and (ii) a reaffirmation as of the date of said request that all of the representations and warranties of Borrower contained in this Agreement and the other Loan Documents are true and correct in all material respects. The representations and warranties of Borrower contained in this Agreement or any of the other Loan Documents shall survive the execution, delivery and acceptance thereof by Fifth Third and the parties thereof and the Closing of the transactions described therein or related thereto.

9. CORPORATE GUARANTOR'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.

Corporate Guarantor hereby represents, warrants and covenants to Fifth Third that all of the following statements are true and correct in all material respects and shall continue to be so until all Liabilities are paid in full and Fifth Third has no obligation to make further Advances:

(a) Corporate Guarantor is duly organized and validly existing under the laws of the State of Florida. Corporate Guarantor is duly qualified and is authorized to do business in all other states and jurisdictions where the character of its property or the nature of its activities make such qualification necessary;

(b) Corporate Guarantor has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and each of the other Loan Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the other Loan Documents to which it is a party have been duly authorized by all necessary action and do not and will not, to the best of Corporate Guarantor's knowledge, after reasonable inquiry, contravene, violate, result in a breach of or constitute a default under any of Corporate Guarantor's governing documents, any applicable law, rule, regulation, order, writ, judgment, injunction, or decree, or any indenture or loan or credit agreement of Corporate Guarantor;

(c) This Agreement is, and each of the other Loan Documents to which it is a party when delivered under this Agreement will be, a legal, valid and binding obligation of Corporate Guarantor enforceable against it in accordance with their respective terms, and no notice to or consent of any governmental body or any Person is needed in connection with this Agreement or any Advance under the Loans;

(d) To the best of Corporate Guarantor's knowledge, after reasonable inquiry, Corporate Guarantor has, and is in good standing with respect to, all governmental consents, approvals, authorizations, permits, certificates, inspections and franchises necessary to continue to conduct its business as heretofore and/or proposed to be conducted by it;

(e) Corporate Guarantor is not a party or subject to any contract, agreement, charter or other restriction, which materially adversely affects its business. Corporate Guarantor is not a party or subject to any contract or agreement which restricts its right or ability to incur any indebtedness which would prohibit the execution of or compliance with this Agreement by Corporate Guarantor. Corporate Guarantor has not agreed or consented to cause, nor will

Corporate Guarantor permit in the future (upon the happening of a contingency or otherwise) the Collateral to be subject to a lien that is not permitted under this Agreement;

(f) Except as set forth in Schedule 9(f) attached hereto, there are no actions, suits, proceedings or investigations pending, or to the knowledge of Corporate Guarantor, threatened, against or affecting Corporate Guarantor, or the business, operations, properties, prospects, profits or condition of Corporate Guarantor, in any court or before any governmental authority or arbitration board or tribunal. Corporate Guarantor is not in default with respect to any order, writ, injunction, judgment, decree or rule of any court, governmental authority or arbitration board or tribunal;

(g) Neither the financial statements of Corporate Guarantor, this Agreement nor any other written statement of Corporate Guarantor to Fifth Third, contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein not misleading. There is no material fact which Corporate Guarantor has failed to disclose to Fifth Third in writing which adversely affects or, so far as Corporate Guarantor can now foresee, will adversely affect the business, prospects, profits or condition (financial or otherwise) of Borrower or Corporate Guarantor or the ability of Borrower or Corporate Guarantor to perform this Agreement;

(h) To the best of Corporate Guarantor's knowledge, Corporate Guarantor has duly complied with, and its property and business operations are in compliance in all material respects with, and will maintain compliance in all material respects with, the provisions of all federal, state and local laws, rules and regulations applicable to Corporate Guarantor and its property or the conduct of its business, including, without limitation, federal, state and local laws, rules and regulations relating or pertaining to data protection, confidentiality, safe working conditions, billing and collections, referrals and laboratory and manufacturing practices, and the purchase, storage, movement, use and disposal of hazardous or potentially hazardous substances used in connection with research work and manufacturing operations (including radioactive compounds and infectious disease agents). There have been no citations, notices or orders of noncompliance issued to Corporate Guarantor under any such law, rule or regulation, including, without limitation, any demand for reimbursement, recoupment and/or setoff from any governmental entity or Private Third Party Payor rendering payment to Corporate Guarantor. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services;

(i) Corporate Guarantor shall use the loan proceeds solely for working capital purposes as described herein and as represented in Borrower's loan request;

(j) Borrower and/or Individual Guarantors have been and will have the ability to appoint a majority of the directors of Parent;

(k) Corporate Guarantor has not employed or engaged any broker, finder or agent who may claim a commission or fee on the loan transaction described in this Agreement and Corporate Guarantor hereby agrees to indemnify and hold Fifth Third harmless from any such claim or demand and litigation resulting therefrom;

(l) Corporate Guarantor shall, from time to time, upon request of Fifth Third, furnish Fifth Third with such information and documents reasonably necessary to protect Fifth Third's interest in the Collateral and to effectuate the terms of this Agreement and the other Loan Documents;

(m) No event has occurred and no condition exists which would, upon the execution and delivery of this Agreement or Corporate Guarantor's performance hereunder, constitute an event of default as hereinafter described. Corporate Guarantor is not in default, and no event has occurred and no conditions exist which constitute, or which with the passage of time or the giving of notice or both would constitute, a default in the payment of any indebtedness of Corporate Guarantor to any person for money borrowed which could have a material adverse effect on Corporate Guarantor;

(n) Corporate Guarantor has and will maintain good and marketable title in the items of property described herein as Collateral free and clear of any

liens, encumbrances or adverse claims, whether legal or equitable, except for Permitted Liens or as agreed in writing by Fifth Third. Corporate Guarantor shall at all times maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business or as required by Bank, providing a schedule of same to Bank;

(o) Corporate Guarantor will not incur, create, assume or permit to exist any indebtedness or liability for borrowed money which could constitute a lien upon or create a security interest in its assets except (i) in favor of Fifth Third or Borrower, (ii) Permitted Liens or (iii) for taxes and assessments which may be a lien but are not due and payable;

(p) Corporate Guarantor will not directly or indirectly guarantee or otherwise be responsible for payment or performance of the obligations of any other Person except in favor of Fifth Third;

(q) Corporate Guarantor will not sell, transfer or otherwise dispose of all or a substantial part of its assets to any Person; will not consolidate or merge with any other Person, or acquire all or substantially all of the properties or assets of any other Person unless, with respect to any merger, (i) such Person is organized under the law of the United States or one of its states, (ii) the Corporate Guarantor is the corporation surviving such merger, and (iii) immediately prior to and after giving effect to such merger, no Default or Event of Default exists or would exist; will not enter into any arrangement with any Person whereby it shall sell or transfer and then lease back any kind of property used in its business, whether now owned or hereafter acquired; and will not, without the prior written consent of Fifth Third,;

(r) The financial statements and other information supplied by Borrower and/or Corporate Guarantor for the Loans were in all material respects correct on the date supplied (subject to normal year end audit adjustments), and since their dates no material adverse change in the financial condition of Borrower and/or Corporate Guarantor has occurred;

(s) Corporate Guarantor will not sell or offer to sell or otherwise transfer or encumber all or a part of the Collateral owned by Corporate Guarantor without written consent of Fifth Third or as otherwise permitted by this Agreement, except if the same is replaced by substitute Collateral of at least equal value; Corporate Guarantor will keep the Collateral owned by Corporate Guarantor in good order and repair and will not destroy the Collateral. Fifth Third, at its option, may discharge taxes, liens or other encumbrances placed on the Collateral and may pay for the preservation of the Collateral. Corporate Guarantor agrees to reimburse Fifth Third, upon demand, for any such expenditures;

(t) Corporate Guarantor has not received notice from any governmental entity (including federal, state or local) that Corporate Guarantor has received a material overpayment on accounts, which material overpayment (in excess of any related provision for the same on that person's financial statements and records) would decrease the overall value of the accounts of the Corporate Guarantor by in excess of Twenty-Five Thousand Dollars ($25,000.00);

(u) Corporate Guarantor will promptly and immediately notify Fifth Third upon receipt of any notice of overpayment of Twenty-Five Thousand Dollars ($25,000.00) or more in excess of the related provision on the books of the affected person ("Extraordinary Overpayment") and of any attempt by any governmental entity or any Private Third Party Payor to recoup such Extraordinary Overpayment. As used herein, "Private Third Party Payor" includes any insurance product, self-insured employer, or other source of payment for health care services which is not paid directly by a governmental entity under a governmental program covering the provision of health care and/or laboratory services.

Each request for an Advance made by Borrower pursuant to this Agreement or any of the other Loan Documents shall constitute: (i) an automatic representation and warranty by Corporate Guarantor to Fifth Third that there does not then exist any event of default; and (ii) a reaffirmation by Corporate Guarantor as of the date of said request that all of the representations and warranties of Corporate Guarantor contained in this Agreement and the other Loan Documents are true and correct in all material respects. The representations and warranties of Corporate Guarantor contained in this Agreement or any of the other Loan Documents shall survive the execution, delivery and acceptance

thereof by Fifth Third and the parties thereof and the Closing of the transactions described therein or related thereto.

10. EXISTENCE AND AUTHORITY; OTHER DOCUMENTS. At or prior to Closing, Borrower shall furnish to Fifth Third:

(a) A true, correct and complete copy of all governing documents of Borrower and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of formation, or by the general partner of Borrower for documents not required to be filed;

(b) A true, correct and complete copy of all governing documents of Corporate Guarantor and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of incorporation, or by the secretary of Corporate Guarantor for documents not required to be filed;

(c) Certified copy of resolutions and incumbency certificates from Borrower authorizing the execution, delivery and consummation of the transactions contemplated by this Agreement and all other documents or instruments to be executed and delivered in conjunction herewith;

(d) Certified copy of resolutions and incumbency certificates from Corporate Guarantor authorizing the execution, delivery and consummation of the transactions contemplated by this Agreement and all other documents or instruments to be executed and delivered in conjunction herewith;

(e) A certificate issued by the Secretary of State or other appropriate official of Corporate Guarantor's jurisdiction of incorporation evidencing Corporate Guarantor's authority to do business; and

(d) Such other documents, instruments, certificates, agreements or information as Fifth Third shall request in connection with the matters and transactions contemplated by this Agreement and the other Loan Documents.

11. ADDITIONAL CONDITIONS TO CLOSING AND/OR ADVANCES.

(a) Control of Parent. At Closing, Borrower must demonstrate to the sole satisfaction of Fifth Third and its counsel, that Borrower, collectively with Individual Guarantors and Medical Venture Partners, LLC (the general partner of Borrower), has control of, or has the ability to assume control of, the Board of Directors of Parent, and must at all times until the Liabilities are paid in full and Fifth Third has no obligation to make any further Advances, maintain such control or ability to assume control. Borrower shall provide additional ongoing evidence of such control and/or ability to control to Fifth Third within thirty (30) days of Fifth Third's request for the same.

(b) Borrowing Base. No Advances will be made under the Revolving Line of Credit if such amount, together with all outstanding and unpaid advances under the Revolving Line of Credit, would exceed the Borrowing Base, as defined in the Line of Credit Note.

(c) Additional Collateral. No Advances will be made under the Draw Loan in excess of the Availability. The amount of Availability shall be equal to twice the lending value (calculated by Fifth Third pursuant to its standard lending policies in effect from time to time) of Additional Collateral provided by the Individual Guarantors from time to time. Collateral specifically described in paragraph 4 shall not constitute Additional Collateral or create any Availability in excess of the Initial Availability. Availability shall be increased from time to time in increments of at least Two Hundred Fifty Thousand Dollars ($250,000.00) or such lesser amount as may be acceptable to Fifth Third, with Additional Collateral provided in increments of at least One Hundred Twenty-Five Thousand Dollars ($125,000.00) or such lesser amount as may be acceptable to Fifth Third. All Additional Collateral must be acceptable to Fifth Third in its sole discretion. The delivery of Additional Collateral shall not create Availability unless and until Fifth Third shall have received such additional documents, instruments and/or certifications as it shall deem necessary to create, perfect and/or maintain a security interest and/or lien on such Additional Collateral in favor of Fifth Third.

(d) Key-Man Life Insurance. Upon the earlier of thirty (30) days after Closing or any increase in Availability under the Draw Note in excess of Two Hundred Fifty Thousand Dollars ($250,000.00), Borrower will obtain key-man life insurance in an amount at least equal to Seven Hundred Fifty Thousand Dollars ($750,000.00) in the aggregate on the lives of the Individual Guarantors, naming Fifth Third as beneficiary to the extent of amounts owed from time to time under the Draw Loan, and shall deliver to Fifth Third a Collateral Assignment of Life Insurance in the form of Exhibit C hereto for such policy(ies). Fifth Third covenants and agrees that it shall only seek and retain from any such policy proceeds equal to the then outstanding amounts due and payable under the Draw Note.

(e) Lockbox. At Closing, Corporate Guarantor shall execute and deliver to Fifth Third, and shall thereafter at all times until the Liabilities are paid in full and Fifth Third has no obligation to make any Advances, maintain an agreement pursuant to which all accounts receivable payable to Corporate Guarantor are deposited into a lockbox over which Fifth Third has dominion. Such agreement shall be irrevocable as to all accounts receivable debtors other than governmental agencies and/or payors.

(f) Dividends. Any and all dividends payable by Parent to Borrower and/or Medical Venture Partners, LLC shall be payable to Fifth Third to be applied towards principal, interest and fees accruing under the Draw Note, in such order as Fifth Third may in its sole discretion determine.

(g) Payments from Corporate Guarantor to Borrower. Any and all interest, principal and late fees paid by Corporate Guarantor to Borrower and/or Individual Guarantors under or pursuant to the terms and conditions of any loan(s) made by Borrower to Corporate Guarantor and/or Individual Guarantors (other than interest payments made by Corporate Guarantor to Borrower in excess of those interest payments owed by Borrower to Fifth Third) shall be payable directly to Fifth Third, to be applied by Fifth Third towards payment due under the Notes, in such order and manner as Fifth Third may determine in its sole discretion.

(h) Distribution of Advances. All Advances made hereunder pursuant to the Revolving Line of Credit shall be deposited into an account maintained by Borrower with Fifth Third and then immediately transferred to an account maintained by Corporate Guarantor with Fifth Third. Borrower shall identify specifically the purpose for each Advance made hereunder pursuant to the Draw Loan, and Advances to be loaned to Corporate Guarantor shall be deposited into an account maintained by Borrower with Fifth Third and then immediately transferred to an account maintained by Corporate Guarantor with Fifth Third. All Advances made hereunder pursuant to the Draw Loan which are not to be loaned to Corporate Guarantor (such Advances not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) in the aggregate) shall be deposited into an account maintained by Borrower with Fifth Third.

12. BORROWER'S AFFIRMATIVE AGREEMENTS. In addition to any other covenants and agreements of Borrower hereunder, Borrower agrees that from the date hereof and until payment in full of all Liabilities and termination of Fifth Third's obligation to make Advances, unless Fifth Third shall otherwise consent in writing, it shall (a) cause to be done all things reasonably needed to preserve its rights and franchises and make good faith efforts to comply with all laws applicable to it; continue to conduct its business substantially as it has during the present year or as it has represented same to Fifth Third; and, at all times, maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business, providing a schedule of same to Fifth Third; (b) promptly pay all of its

obligations, and all taxes, assessments and governmental charges imposed upon it and its business operations before they are in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien upon its properties; (c) promptly notify Fifth Third of any default by Borrower or Corporate Guarantor relating to any indebtedness of Borrower or Corporate Guarantor or any material, contractual obligation of Borrower or Corporate Guarantor; (d) protect, indemnify, defend and save harmless, Fifth Third, any affiliate of Fifth Third Bancorp, and their respective directors, officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act of Fifth Third or such affiliate of Fifth Third Bancorp, whether in suit or not, arising out of this Agreement or any Loan Documents or Security Instrument (as defined in either of the Notes) or in connection herewith or therewith unless said suit, claim or damage is caused by the sole negligence or willful malfeasance of Fifth Third or such affiliate of Fifth Third Bancorp; (e) establish and maintain its primary depository relationship with Fifth Third; and (f) at Fifth Third's request, promptly execute or cause to be executed and deliver to Fifth Third any and all documents, instruments, agreements and information deemed necessary by Fifth Third, in Fifth Third's reasonable discretion, to perfect or to continue the perfection of Fifth Third's liens created hereunder, to facilitate the collection of the Collateral or otherwise to give effect to or carry out the terms or intent of this Agreement or any of the other Loan Documents. The indemnification set forth herein shall survive the Closing of the transaction and the repayment of all Liabilities incurred under the Loan Documents.

13. CORPORATE GUARANTOR'S AFFIRMATIVE AGREEMENTS. In addition to any other covenants and agreements of Corporate Guarantor hereunder, Corporate Guarantor agrees that from the date hereof and until payment in full of all Liabilities and termination of Fifth Third's obligation to make Advances, unless Fifth Third shall otherwise consent in writing, it shall (a) cause to be done all things reasonably needed to preserve its rights and franchises and make good faith efforts to comply with all laws applicable to it; continue to conduct its business substantially as it has during the present year or as it has represented same to Fifth Third; and, at all times, maintain such insurance, to such extent and against such risks, including, fire, theft, workmen's compensation claims, general liability and property damage, as is customary with companies in the same or similar business, providing a schedule of same to Fifth Third; (b) promptly pay all of its obligations, and all taxes, assessments and governmental charges imposed upon it and its business operations before they are in default, as well as all lawful claims for labor, materials and supplies or otherwise which, if unpaid, might become a lien upon its properties; (c) promptly notify Fifth Third of any default by Borrower or Corporate Guarantor relating to any indebtedness of Borrower or Corporate Guarantor or any material, contractual obligation of Borrower or Corporate Guarantor; (d) protect, indemnify, defend and save harmless, Fifth Third, any affiliate of Fifth Third Bancorp, and their respective directors, officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including reasonable legal fees and expenses on account of any matter or thing or action or failure to act of Fifth Third or such affiliate of Fifth Third Bancorp, whether in suit or not, arising out of this Agreement or any Loan Documents or Security Instrument (as defined in either of the Notes) or in connection herewith or therewith unless said suit, claim or damage is caused by the sole negligence or willful malfeasance of Fifth Third or such affiliate of Fifth Third Bancorp; and (e) at Fifth Third's request, promptly execute or cause to be executed and deliver to Fifth Third any and all documents, instruments, agreements and information deemed necessary by Fifth Third, in Fifth Third's reasonable discretion, to perfect or to continue the perfection of Fifth Third's liens created hereunder, to facilitate the collection of the Collateral or otherwise to give effect to or carry out the terms or intent of this Agreement or any of the other Loan Documents, specifically excluding, however, any patient records. The indemnification set forth herein shall survive the Closing of the transaction and the repayment of all Liabilities incurred under the Loan Documents.

14. BORROWER'S NEGATIVE COVENANTS. In addition to any other covenants and agreements of Borrower hereunder, Borrower agrees that from the date hereof and until payment in full of all Liabilities and termination of Fifth Third's obligation to make Advances, unless Fifth Third shall otherwise consent in writing, it shall not: (a) incur or permit to exist any indebtedness or

liability for borrowed money, except for the Liabilities, the existing indebtedness set forth on Schedule 14(a) attached hereto, or as approved by Fifth Third; (b) incur or permit to exist any lien or other encumbrance on the Collateral other than in favor of Fifth Third or as permitted hereunder; (c) guarantee or otherwise be responsible for obligations of any other Person except in favor of Fifth Third or any affiliate of Fifth Third Bancorp; (d) to the extent the following would cause a material adverse effect on Borrower's ability to perform its obligations hereunder, make any substantial change in its present business or engage in any activities apart from its present business; dissolve, merge or consolidate with or into any other Person, or otherwise change its identity or corporate structure, , or all or a substantial part of its assets, whether now owned or hereinafter acquired, change its corporate or tradename, or change its chief executive and/or operating offices; and (e) create, incur, assume or suffer to exist any lease obligation other than Permitted Liens or lease obligations incurred in the ordinary course of business, make any investment in, or make any loan or advance to, any Person, or purchase or acquire obligations owned by others.

15. CORPORATE GUARANTOR'S NEGATIVE COVENANTS. In addition to any other covenants and agreements of Corporate Guarantor hereunder, Corporate Guarantor agrees that from the date hereof and until payment in full of all Liabilities and termination of Fifth Third's obligation to make Advances, unless Fifth Third shall otherwise consent in writing, it shall not: (a) incur or permit to exist any indebtedness or liability for borrowed money in excess of Fifty Thousand Dollars ($50,000.00), except for the Liabilities or as approved by Fifth Third; (b) incur or permit to exist any lien or other encumbrance on the Collateral other than in favor of Fifth Third or as permitted hereunder; (c) guarantee or otherwise be responsible for obligations of any other Person except in favor of Fifth Third or any affiliate of Fifth Third Bancorp; (d) to the extent the following would cause a material adverse effect on Borrower's ability to perform its obligations hereunder, make any substantial change in its present business or engage in any activities apart from its present business; dissolve, merge or consolidate with or into any other Person, or otherwise change its identity or corporate structure, , or all or a substantial part of its assets (except for inventory in the ordinary course of business) whether now owned or hereinafter acquired, change its corporate or tradename, or change its chief executive and/or operating offices; ; and (e) create, incur, assume or suffer to exist any lease obligation in excess of Fifty Thousand Dollars ($50,000.00), other than Permitted Liens or lease obligations incurred in the ordinary course of business, make any investment in, or make any loan or advance to, any Person, or purchase or acquire obligations owned by others.

16. EVENTS OF DEFAULT. The following are Events of Default:

(a) Payment. Default in the payment of any Liability within ten (10) days of when due, or default with respect to any indebtedness (other than the Liabilities) of Borrower when due or default in the performance of any other obligation incurred in connection with any indebtedness of Borrower or any Guarantor for borrowed money, subject to any applicable grace or cure periods, if the effect of such default is the accelerated maturity of such indebtedness;

(b) Breach of Representations or Warranties. The breach of any of Borrower's or any Guarantor's representations, covenants, agreements or warranties contained in this Agreement (including, without limitation, those set forth in Section 11 of this Agreement) or under the Loan Documents or any Security Instrument (as defined in either of the Notes) in any material respect or the same being misleading in any material respect or the breach of any representations or warranties contained in any other instrument executed in favor of Fifth Third or any affiliate of Fifth Third Bancorp;

(c) Payment of Over-Advance. Refusal or failure to pay amounts in excess of the Borrowing Base ("Over-Advance") within ten (10) days after the occurrence of such Over-Advance;

(d) Other Terms, Covenants or Agreements. Default in the performance of any other term, covenant, condition, obligation or agreement of this Agreement, any Guaranty, any Security Instrument (as defined in either of

the Notes) or any Loan Document which continues unremedied for thirty (30) days after written notice of such event to Borrower or Guarantor (as the case may be) from Fifth Third, or any material event of default on the part of Borrower or any Guarantor due to non-performance under any loan, agreement, document or instrument to which Borrower or any Guarantor is now or hereafter a party, or by which any of Borrower's or Guarantor's property is bound, which default or event of default is not cured within the period of grace, if any, provided therein;

(e) Liens, Sales, Conveyances, etc. Any sale, conveyance or transfer of any rights in the Collateral securing the Liabilities, or any destruction, loss or damage of or to the Collateral in any material respect other than a Permitted Lien or as expressly permitted pursuant to this Agreement, or the creation of any lien on the Collateral (except a Permitted Lien, a lien to Secured Party or as expressly agreed by Secured Party in writing.)

(f) Maintenance of Insurance. Failure of Borrower or Corporate Guarantor to maintain any insurance required under the terms of any Security Instrument.

(g) Voluntary Actions. Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator for itself or for any of its properties or assets, admit in writing the inability to pay debts, make a general assignment for the benefit of creditors, be adjudicated bankrupt or insolvent, or file a voluntary petition under any bankruptcy law, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, or liquidation law, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or any of the foregoing shall occur with respect to any Guarantor;

(h) Involuntary Actions. An order shall be entered, without the application or consent of Borrower, by any court approving a petition seeking reorganization of Borrower or of all or a substantial part of the properties or assets of Borrower or appointing a receiver, trustee or liquidator of Borrower and such order shall continue unstayed and in effect for a period of thirty (30) days or more, or the institution of any garnishment proceedings by attachment, levy or otherwise, against any deposit balance maintained or any property deposited with Fifth Third by Borrower and such proceeding is not discharged within ten (10) days of its commencement, or any of the foregoing shall occur with respect to any Guarantor or Parent.

17. ACTION UPON DEFAULT. Upon the occurrence of any Event of Default, in addition to all rights and remedies available to it at law or in equity (which rights and remedies are expressly reserved by Fifth Third) Fifth Third may, upon notice to Borrower, at its election (but without any obligation to do so), without further demand or notice of any kind or any appraisal or evaluation, all of which are hereby expressly waived by Borrower:

(a) Cease making any Advances under either or both of the Revolving Line of Credit or the Draw Loan;

(b) Pay any taxes, discharge any lien, procure any insurance, pay any contractor, subcontractor, materialman or supplier or cure any default by Borrower or Corporate Guarantor and the costs thereof shall be deemed Liabilities bearing interest at the highest Default Rate under the Notes and secured by the Security Instruments (as defined in either of the Notes), and/or the Collateral;

(c) Declare either or both of the Notes and any or all Liabilities due and payable forthwith in full, both as to principal and interest, anything contained in this Agreement or the Loan Documents to the contrary notwithstanding (which shall be automatic upon the occurrence of any event described in 16(g) or 16(h) above).

Fifth Third may proceed to the enforcement of this Agreement or any other Loan Documents with its rights and remedies as provided by law or equity against any Collateral in any combination or order as Fifth Third shall choose.

18. FURTHER FIFTH THIRD RIGHTS. Without limiting any other provision contained herein, should any or all Liabilities become forthwith due and payable as set forth in paragraph 17 above, Fifth Third may sell or deliver the Collateral or any part thereof, in good faith at any broker's board, or at public or private sale, in whole at any time or in part from time to time within Florida or elsewhere, for cash, upon credit or for future delivery and at such place or prices as it shall deem satisfactory. Fifth Third may be a good faith purchaser of any Collateral and may apply to the purchase price of the Collateral any amounts due and unpaid as Liabilities. Any such sales shall be free from any right or equity of redemption in Borrower or any Guarantor, which right or equity, if any, is hereby expressly waived and released by Borrower and all Guarantors. In case of any sale by Fifth Third of any of the Collateral on credit or for future delivery, the Collateral sold may be retained by Fifth Third until the selling price is paid by the purchaser, but Fifth Third shall incur no liability in case of a failure of the purchaser to take up or pay for the Collateral so sold. In case of any such failure, such Collateral so sold may be again similarly sold. In lieu of exercising a power of sale hereunder conferred upon it, Fifth Third may, in its sole discretion, proceed by suit or suits at law or in equity to enforce the security interest and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction. Borrower and Guarantors each authorize Fifth Third, in connection with any sale, assignment, transfer or delivery for the purpose of enforcing this Agreement, to execute and deliver such bills of sale, assignments and other instruments that the Fifth Third shall consider necessary. Nevertheless, Borrower and Guarantors each agree, if requested by Fifth Third, to ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Fifth Third or any purchaser all bills of sale, assignments, releases and other proper instruments or documents to effect such ratification and confirmation as may be designated at any such request. The proceeds of such sales may be applied to the Liabilities in any manner or order Fifth Third desires. Fifth Third shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in Florida and under any other applicable law.

19. NO WAIVER. The failure of Fifth Third to insist upon strict compliance with and performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any such term or condition. Any waiver granted hereunder shall be in writing signed by Fifth Third and shall apply only to the specific instance referenced therein and only for that specific time. Any waiver granted for one event shall not constitute a waiver of any same or similar condition or event occurring at a subsequent date. No waiver by Fifth Third of any Event of Default shall be held or construed to be a waiver of any other Event of Default whether or not subsequently occurring. No Advances under this Agreement shall constitute a waiver of any of the conditions of the Fifth Third's obligation to make further Advances, nor, in the event Borrower is unable to satisfy any such condition, shall any such failure to insist upon strict compliance have the effect of precluding Fifth Third from thereafter declaring such inability to be an Event of Default as herein provided. The remedies set forth herein are cumulative and are in addition to any other remedies available to Fifth Third by law or equity or by any other documents executed by Borrower or any Guarantor in connection with this loan, and Fifth Third may pursue any one, several or all of said remedies upon the occurrence of any Event of Default.

20. GENERAL CONDITIONS.

(a) Indemnity. Borrower and each of the Guarantors hereby indemnifies and agrees to defend and hold harmless each of Fifth Third and any affiliate of Fifth Third Bancorp and their respective directors, officers, agents and employees, from and against any and all liabilities, claims, charges, losses, expenses (including, without limitation, attorneys' fees and disbursements) or damages of any kind or nature, or otherwise which may arise in connection with this Agreement or any of the other Loan Documents or the consummation of the transactions contemplated herein or therein, except to the extent any such liabilities, claims, charges, losses, expenses or damages arise solely and directly out of the gross negligence or willful misconduct of Fifth Third or any affiliate of Fifth Third Bancorp or their respective directors, officers, agents or employees.

(b) Submission of Evidence. Any condition of this Agreement which requires the submission of evidence of the existence or non-existence of a specified fact or facts implies as a condition the existence or non-existence, as the case may be, of such fact or facts, and Fifth Third shall, at all times, be free to independently establish to its satisfaction such existence or non-existence.

(c) Fifth Third Sole Beneficiary. All terms, provisions, covenants and other conditions of the obligations of Fifth Third to make Advances hereunder are imposed solely and exclusively for the benefit of Fifth Third and its successors and assigns, and no other person shall have standing to require satisfaction of such terms, covenants and other conditions in accordance with their terms or be deemed to be a beneficiary of such terms, covenants and other conditions, any or all of which may be freely waived, in whole or in part, by Fifth Third at any time if, in Fifth Third's sole discretion, Fifth Third deems it advisable or desirable to do so.

(d) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in the State of Florida or in any jurisdiction in the United States shall, as to the State of Florida or such jurisdiction in the United States, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(e) Headings. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

(f) No Joint Venture. Neither Borrower, Corporate Guarantor or any Individual Guarantor are and shall not be deemed to be a joint venturer with, or an agent of, Fifth Third for any purpose.

(g) Incorporation By Reference. Borrower and Guarantors agree that until this Agreement is terminated by the repayment to Fifth Third and any affiliate of Fifth Third Bancorp of all principal and interest due and owing on both of the Notes, any of the Liabilities, and other sums due and owing pursuant to the other Loan Documents, either of the Notes, the Security Instruments (as defined in either of the Notes), and the other Loan Documents shall be made subject to all the terms, covenants, conditions, obligations, stipulations and agreements contained in this Agreement to the same extent and effect as if fully set forth in and made a part of the Notes, such Security Instruments, and the other Loan Documents. In the event of a direct conflict between any of the Loan Documents and the provisions of this Agreement, this Agreement shall be controlling.

(h) Further Assurances. Borrower and Guarantors hereby agree promptly to execute and deliver such additional documents, agreements and instruments and promptly to take such additional action as Fifth Third may at any time and from time to time reasonably request in writing in order for Fifth Third to obtain the full benefits and rights granted or purported to be granted by this Agreement.

21. INSPECTIONS. Fifth Third, through its officers, agents, employees or designees, shall have the right at all reasonable times to examine the books, records, accounting data and other documents of Borrower and/or Corporate Guarantor and to make extracts therefrom or copies thereof. Said books, records and documents shall be made available to Fifth Third, its officers, agents and employees promptly (and in any event within three (3) business days) upon written demand therefor. Notwithstanding the foregoing or any other provision of this Agreement, Fifth Third acknowledges that at no time will it be permitted, or have a right to, access to any private patient records.

22. COSTS AND EXPENSES. Borrower shall pay all expenses incidental to

the making and administration of this loan, including, but not limited to, pre-Closing, Closing and post-Closing expenses, commitment fees, recording and filing fees, appraisal fees, attorneys' fees and any and all other out-of-pocket expenses or fees incurred in connection with the negotiation, preparation, review, amendment or modification of the documents relating to the Loans, the administration of the Loans, or the enforcement of any of Fifth Third's rights. Borrower agrees that Fifth Third's determination that an expense is a necessary expense incidental to the making or administration of the Loans shall constitute a conclusive determination of Borrower's obligation to pay such expenses.

23. NOTICES. Any notices required to be given herein by any party to the other shall be in writing and either personally delivered or sent registered or certified mail, postage prepaid, return receipt requested, to:

Borrower: MVP 3, LP
c/o Medical Venture Partners, LLC
1740 Persimmon Drive
Naples, FL 34109
Attention: Steven Jones, Member

Corporate Guarantor:NeoGenomics, Inc.
1726 Medical Blvd., Suite 101
Naples, FL 34110
Attention: Michael T. Dent, M.D., President

Individual Guarantors: To the addresses set forth above.

Fifth Third: Fifth Third Bank, Florida, Florida
999 Vanderbilt Beach Road
P.O. Box 413021
Naples, Florida 34103
Attention: Scott D. Koenig, Vice President

or such other address as either party hereafter designates to the other in writing as aforesaid.

24. MISCELLANEOUS. No right, interest or benefit of Borrower hereunder shall be assigned or otherwise transferred by it. This Agreement, the Notes, the Loan Documents and any other documents required to be executed and delivered by Borrower or any of the Guarantors in accordance with this Agreement, constitute the entire and complete agreement by and between Fifth Third and Borrower concerning the Loans described in this Agreement. In the event of any conflict or inconsistency between this Agreement and any of the other Loan Documents, the terms of this Agreement shall govern. No change, amendment or modification of or to this Agreement, the Notes, the Loan Documents and/or any of the other documents executed and delivered by Borrower or any of the Guarantors shall be binding unless in writing and signed by Fifth Third. All representations, warranties and agreements herein contained shall survive the Closing. This Agreement is made and entered into for the sole protection and benefit of Fifth Third, affiliates of Fifth Third Bancorp, Borrower, and their respective successors and assigns, and no other person shall have any right of action hereon. Time is of the essence hereof. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

25. GOVERNING LAW; CONSENT TO FORUM. This Agreement and all other Loan Documents have been negotiated, executed and delivered at and shall be deemed to have been made in the State of Florida. This Agreement and all other Loan Documents shall be governed by and construed in accordance with the laws of the State of Florida; provided, however, that if any of the Collateral shall be located in any jurisdiction other than Florida, the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of Fifth Third's lien upon such Collateral and the enforcement of Fifth Third's other remedies with respect to such Collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Florida. As part of the consideration for new value this day received, Borrower and Guarantors each hereby consent and submit to the personal jurisdiction of the Circuit Court for Collier County, Florida and the United States District Court

for the Middle District of Florida, and waive personal service of any and all process upon it and consent that all such service of process be made by certified or registered mail directed to such party at the address stated in paragraph 23, with service so made deemed to be completed upon actual receipt thereof. Borrower and each of the Guarantors waive any objection to jurisdiction and venue of any action instituted against it as provided herein and agree not to assert any defense based on lack of jurisdiction or venue.

26. WAIVER OF RIGHT TO TRIAL BY JURY. BORROWER, CORPORATE GUARANTOR, INDIVIDUAL GUARANTORS, AND FIFTH THIRD EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE LIABILITIES, ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED THERETO.

27. CLOSING. All references herein to the "Closing" shall be deemed to refer to the actual date on which this Agreement is fully executed and delivered to Fifth Third.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of Borrower, Corporate Guarantor and Fifth Third and by the Individual Guarantors as of the day and year first above written.

Signed In the Presence of: Fifth Third:

FIFTH THIRD BANK, FLORIDA

Print Name

By:
Print Name: Scott D. Koenig, Vice President

Borrower:

MVP 3, LP, a Delaware limited partnership

Print Name

By: Medical Venture Partners, LLC, a Delaware limited liability company, its general partner

Print Name:
By:
Steven Jones, Member

Corporate Guarantor:

NEOGENOMICS, INC., a Florida corporation

Print Name

By:
Print Name: Michael T. Dent, M.D., President

Individual Guarantors:

Print Name

Print Name: John Elliott

Print Name

Print Name: Larry Kuhnert (aka Lawrence R. Kuhnert)

[SIGNATURES CONTINUE ON NEXT PAGE]

Print Name

Print Name: Steven Jones

This Instrument Prepared By:

Porter Wright Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108-2709

EXHIBIT A

REVOLVING LINE OF CREDIT PROMISSORY NOTE

$750,000.00 As of April 15, 2003
Naples, Florida

FOR VALUE RECEIVED, the undersigned, MVP 3, LP, a Delaware limited partnership, having its principal office at 1740 Persimmon Drive, Naples, Florida 34109 (hereinafter referred to as "Borrower"), promises to pay to the order of FIFTH THIRD BANK, FLORIDA, a Florida banking corporation, with an office at 999 Vanderbilt Beach Road, P.O. Box 413021, Naples, Florida 34103 (hereinafter referred to as "Bank"), or holder, the principal sum of Seven Hundred Fifty Thousand ($750,000.00), or so much thereof as may be advanced by Bank to Borrower from time to time pursuant to the terms hereof and of that certain Loan and Security Agreement by and between Borrower and Bank dated of even date herewith (as the same may be amended, modified, restated, extended and/or replaced from time to time, the "Loan Agreement"), together with any additional payments or sums provided for in this Note, the Loan Agreement, and the Security Instruments (as hereinafter defined), with interest from the date of advance, at the rate and in the manner hereinafter specified. The principal amount of each loan made by Bank under this Note and the amount of each prepayment made by Borrower under this Note will be recorded by Bank in the regularly maintained data processing records of Bank. The aggregate unpaid principal amount of all loans set forth in such schedule or in such records will be presumptive evidence of the principal amount owing and unpaid on this Note. However, failure by Bank to make any such entry will not limit or otherwise affect Borrower's obligations under this Note, the Loan Agreement, or the Security Instruments. Borrower may borrow, prepay (without penalty or premium), and reborrow principal hereunder, subject to the terms hereof, provided that the principal amount of all Advances (as hereinafter defined) hereunder outstanding at any one time shall not exceed the lesser of the face amount of this Note or the Borrowing Base (as hereinafter defined). If the total principal amount of all Advances made hereunder at any time exceeds the face amount of this Note or exceeds the Borrowing Base (as hereinafter defined), Borrower will immediately pay the amount of such excess to Bank.

Interest
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Interest shall be at the rate per annum equal to the Prime Rate (as hereinafter defined) plus two percent (2%). Interest shall be charged on the outstanding principal balance of this Note from time to time owing from the date such principal is advanced. During the term of this Note, the rate of interest shall be based on the hereinafter defined Prime Rate from time to time in effect. Said rate of interest shall increase and decrease automatically and without notice in the same amount and on the same day that said Prime Rate increases or decreases. Any reference herein to the "prime rate of interest" or Prime Rate is hereby defined to mean the prime, base or reference rate of interest for commercial loans set and established by Bank from time to time, which rate is not intended to be nor is defined as the lowest rate of interest charged by Bank to its most preferred borrowers and whether or not such rate is actually charged. All Interest shall be calculated on the basis of a 360-day year for actual days elapsed. Interest after maturity (whether as stated, by acceleration or otherwise) on any and all portions of the principal amount and any unpaid interest shall be at a rate per annum equal to six percent (6%) above the rate otherwise then payable (hereinafter referred to as the "Default Rate of

Interest"). Interest shall be payable in arrears and shall accrue as of the date of the first Advance hereunder.

Payments
- --------

Interest only on the unpaid principal balance of this Note shall be due and payable monthly in arrears commencing on the last day of April, 2003, with successive payments due on the last day of each succeeding and consecutive month thereafter, and continuing until maturity (as stated, by acceleration or otherwise), at which time the then outstanding principal amount hereof, which is acknowledged by Borrower to be a balloon payment, together with interest and any and all other amounts due hereunder or under the hereinafter described Security Instruments shall be due and payable. All payments under this Note shall be applied, at Bank's discretion, to payment of accrued interest, late fees and any other amounts due and payable by Borrower hereunder or under the Security Instruments with the balance to be applied towards the principal amount owed hereunder.

Prepayments; Required Payments
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Borrower may prepay this Note in whole or in part at any time without premium or penalty. Any and all principal, interest payments and late fees paid by NeoGenomics to Borrower pursuant to any instruments, agreements and/or documents which are the subject of the Collateral Assignment of Loan (as hereinafter defined), excluding, however, interest payments made by NeoGenomics to Borrower in excess of those interest payments owed by Borrower to Bank, shall be immediately paid to Bank to be applied to the Liabilities (as defined in the Loan Agreement) at Bank's discretion. No prepayment or required payment made pursuant to this section shall be deemed to relieve Borrower of its obligation to make other payments hereunder, including, without limitation any scheduled interest payment.

Term of Note
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The entire unpaid principal balance of this Note, together with accrued interest thereon, shall be due and payable unless earlier accelerated as provided herein, on April 14, 2005, subject to extension by Bank in its sole discretion ("Maturity Date").

Place of Payments
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Payments shall be payable in lawful money of the United States to Bank at its office at 999 Vanderbilt Beach Road, P.O. Box 413021, Naples, Florida 34103, or at such place as shall hereafter be designated by written notice from the holder to the Borrower.

Monetary Default
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Upon the failure to make any payment required hereunder or under any of the other Security Instruments or under any other obligation of Borrower to Bank when due, the entire unpaid principal of this Note, together with accrued interest thereon and any other sums due to Bank by Borrower, shall become at once due and collectible at the option of the Bank or holder, without notice or demand and Bank or holder may proceed to foreclose all liens and security interests securing this Note. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the Bank or holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

"Security Instruments"
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The payment of this Note is secured by valid and subsisting (a) Loan Agreement, (b) Security Agreement of even date herewith executed by Borrower in favor of Bank, as the same may be amended, modified, extended, replaced or restated from time to time ("Borrower Security Agreement"), (c) Security Agreement of even date herewith executed by NeoGenomics in favor of Bank, as the same may be amended, modified, extended, replaced, or restated from time to time

("NeoGenomics Security Agreement"), (d) Four (4) separate Guaranties, each of even date herewith, executed by John Elliott ("Elliott"), Larry Kuhnert (aka Lawrence R. Kuhnert) ("Kuhnert"), Steve Jones ("Jones"), and NeoGenomics (collectively, jointly and severally hereinbefore and hereinafter referred to as "Guarantors" and Elliott, Kuhnert and Jones being collectively and severally referred to as "Individual Guarantors"), as either or any of the same may be amended, modified, extended, replaced, or restated from time to time (collectively, jointly and severally, the "Guaranty"), and (e) Collateral Assignment of Loan Documents executed by Borrower and NeoGenomics in favor of Bank dated of even date herewith, as the same may be amended, modified, extended, replaced or restated from time to time (hereinbefore and hereafter "Collateral Assignment of Loan"). The Loan Agreement, the Borrower Security Agreement, the NeoGenomics Security Agreement, the Guaranty, the Collateral Assignment of Loan, and all other instruments now or hereafter executed in connection with or as security for this Note or any other obligations of Borrower to Bank have heretofore and shall hereinafter be collectively referred to as the "Security Instruments."

Security and Non-Monetary Default
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All of the agreements, conditions, covenants, warranties, representations, provisions and stipulations made by or imposed upon Borrower in the Security Instruments are hereby made a part of this Note to the same extent, and with the same force and effect, as if they were fully recited herein. Should there be an Event of Default (as defined in the Loan Agreement), then the Bank, or holder, shall have (after the expiration of any applicable grace period and notice expressly set forth in the Loan Agreement), in addition to any and all other rights, remedies and recourses available to it, the right and option to declare the entire unpaid principal balance and accrued interest on this Note and any other sums due to Bank by Borrower at once due and payable without further demand or presentment for payment to Borrower, and proceed to foreclose all liens and security interests securing the payment of same and to invoke all rights, remedies and recourses relating thereto. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the Bank or holder to exercise the option contained in this paragraph shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Late Charge
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In the event that any payment herein provided for shall become overdue for a period in excess of ten (10) days, a late charge of five percent (5%) of such amount so overdue shall become immediately due to the Bank or holder, not as a penalty, but as agreed compensation to Bank or holder for the additional costs and expenses incident to such default in making a payment or payments. Borrower acknowledges that the exact amount of such costs and expenses may be difficult, if not impossible, to determine with certainty, and further acknowledges and confesses the amount of such charge to be a consciously considered, good faith estimate of the actual damage to Bank or holder by reason of such default. Said charge shall be payable in any event no later than the due date of the next subsequent payment hereunder. Assessment of the late charge shall not in any event be deemed to extend the date upon which such installment is due. Failure to pay an assessed late charge is an event of default. The assessment and/or collection of any late charge shall in no way impair Bank's right to pursue any other remedies upon default hereunder, nor shall the acceptance by Bank of any late payment or other performance which does not strictly comply with the terms of this Note or any of the Security Instruments, be deemed to be a waiver of any rights of Bank arising as a result of any other failure to comply.

Default Rate
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In the event of any default hereunder or under any of the Security Instruments, the unpaid principal balance of this Note and accrued interest thereon, together with the late charge set forth in the preceding paragraph and all other sums due to Bank or holder by Borrower, shall at the option of Bank bear interest at the Default Rate of Interest from the date of occurrence of any such Event of Default until all sums are paid in full.

Right of Set-Off
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Borrower grants to Bank a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Bank all Borrower's right, title and interest in and to, the accounts of Borrower with Bank (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding, however, all IRA and Keogh accounts. Borrower authorizes Bank, to the extent permitted by applicable law and upon the occurrence of any default hereunder or under any of the Security Instruments, to charge or set-off all sums owing on this Note against any and all such accounts, provided, however, without impairing or limiting Bank's security interest, that Bank shall not set-off against any IRA or Keogh accounts.

Conditions for Advance
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No Advance shall be made hereunder if Bank in its sole discretion determines that the total amount of all outstanding and unpaid Advances plus the requested Advance would exceed the Borrowing Base. No Advance shall be made hereunder if Borrower is in default hereunder or under any of the Security Instruments. No Advance shall be made hereunder without submission of a current Borrowing Base Certificate evidencing that the total of such requested Advance plus all outstanding and unpaid Advances will not exceed the Borrowing Base.

Borrowing Base Covenant
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At all times hereafter, and so long as any principal is outstanding hereunder or Bank has any obligation to advance funds hereunder, Borrower shall not permit the total of all unpaid Advances hereunder to exceed the Borrowing Base. Bank may, by notice to Borrower, require compliance with such additional covenants as Bank may, in its reasonable discretion, deem necessary to ensure that Borrower's financial status does not change in a material adverse manner.

Definitions
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As used herein, the following terms shall have the following meaning:

"Accounts" shall have the meaning ascribed thereto in the Uniform Commercial Code in effect in the State of Florida from time to time, as the same may be amended and/or modified.

"Advance" shall mean each principal amount advanced hereunder.

"Borrowing Base" shall mean the total of eighty percent (80%) of Eligible Accounts plus fifty percent (50%) of the Book Value (determined pursuant to GAAP) of all Equipment owned by NeoGenomics.

"Borrowing Base Certificate" shall mean a collateral report substantially in the form of Exhibit 1 attached hereto and incorporated herein by reference, identifying the calculation of and basis for the Borrowing Base.

"Eligible Accounts" shall mean all of NeoGenomics' Accounts minus (a) any of NeoGenomics Accounts which are unpaid more than ninety (90) days from the earlier of the date of invoice or billing, (b) any of NeoGenomics' Accounts owed by an Account Debtor for whom twenty-five percent (25%) or more of such Account Debtor's Total Accounts are unpaid more than sixty (60) days from the date of invoice, (c) contra accounts, i.e., Accounts owed by an Account Debtor to whom NeoGenomics is also a vendor, (d) Accounts owed by a foreign Account Debtor, and (e) Accounts owed to NeoGenomics by Borrower or any other entity related to either Borrower or NeoGenomics by common ownership.

"Equipment" shall have the meaning ascribed thereto in the Uniform Commercial Code in effect in the State of Florida from time to time, as the same may be amended and/or modified.

"GAAP" means generally accepted accounting principles, consistently applied.

"Person" means any individual, entity or governmental agency, and shall be construed in its broadest sense.

Additional Requirements
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Borrower shall submit to Bank the following:

(a) upon (i) execution of this Note, and (ii) on or before the twentieth (20th) day of every month, a Borrowing Base Certificate evidencing that the total of all outstanding Advances as of the execution of this Note (for a Borrowing Base Certificate submitted pursuant to (i) above), or as of the end of the preceding month (for a Borrowing Base Certificate submitted pursuant to (ii) above) does not exceed the Borrowing Base, and each Borrowing Base Certificate shall also contain a complete aging of NeoGenomics' Accounts and accounts payable;

(b) within three (3) days of filing, complete copies of its federal tax returns, with all schedules;

(c) such additional documents regarding Borrower's financial condition, assets or ability to repay Advances as Bank may deem reasonably necessary or desirable.

Depository Relationship; Billpayer 2000
- ----------

Prior to the execution of this Note, Borrower has established and, at all times hereafter will maintain, the Bank as its sole depository institution and will use Bank's "Billpayer 2000" program (as the same may be modified from time to time), and agrees to open such accounts, execute such documents, and perform any other acts necessary to maintain said relationship and program.

Waiver of Laws
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Borrower hereby waives the benefit of any laws which now or hereafter might authorize the stay of any execution to be issued on any judgment recovered on this Note or the exemption of any property from levy or sale thereunder. Borrower also waives and releases unto Bank or holder hereof, all errors, defects and imperfections whatsoever of a procedural nature in the entering of any judgment or any process or proceedings relating thereto.

WAIVER OF RIGHT TO TRIAL BY JURY.
- ----------

BORROWER AND BANK EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS NOTE, THE SECURITY INSTRUMENTS, THE OBLIGATIONS EVIDENCED HEREBY, AND/OR ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED HERETO.

Non-Waiver
- ----------

The remedies of this Note and the aforedescribed Security Instruments securing the same, providing for the enforcement of the payment of the principal sum thereby secured, together with the interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein and therein contained, are cumulative and concurrent and may be pursued singly or successively or together, at the sole discretion of Bank or holder, and may be exercised as often as occasion therefor shall occur. The waiver by Bank or any holder hereof of, or failure to enforce any covenant or condition of this Note or the Security Instruments, or to declare any default thereunder or hereunder, shall not operate as a waiver of any subsequent default or affect the right of the Bank or holder to exercise any right or remedy not expressly waived in writing by Bank or holder.

Payment of Expenses
- ----------

Borrower shall pay Bank, concurrent herewith, a processing fee in the amount of $650.00 and a commitment fee in the amount of $15,000.00 and shall pay, upon receipt of an invoice therefor, all legal fees and other out-of-pocket expenses incurred by Bank in connection herewith.

Costs of Collection
- ----------

Borrower hereby unconditionally agrees to pay the costs of collection of this Note, including, but not limited to, reasonable attorney fees incurred by Bank or holder, if collectible in the jurisdiction in which a judgment is rendered or sought to be enforced.

Acknowledgment of Type of Debt and Use of Proceeds
- ----------

Borrower hereby acknowledges, warrants and represents that this is not a consumer transaction and that the principal sum evidenced hereby was not used for any consumer purpose but was used solely in connection with a commercial, business transaction. Borrower hereby acknowledges, warrants and represents that it will use all Advances solely as and for loans to be made to NeoGenomics.

Binding Effect
- ----------

This obligation shall bind Borrower and Borrower's successors and permitted assigns, as the case may be, and the benefits hereof shall inure to any holder hereof and its successors and assigns.

Waiver of Presentment, Etc.
- ----------

Borrower, and all sureties, endorsers and guarantors of this Note, if any, hereby: (a) waive demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notice (unless notice is specifically otherwise required in this Note), filing of suit or diligence in collecting this Note, in enforcing any of the security rights or in proceeding against any of the property which is collateral for this Note; (b) agree to any substitution, exchange, addition or release of any such property or the addition or release of any party or Person primarily or secondarily liable herein; (c) agree that Bank or holder shall not be required first to institute any suit, or to exhaust its remedies against the Borrower or any other Person or party in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration to any of them; and (e) agree that, notwithstanding the occurrence of any of the foregoing, except as to any such Person expressly released in writing by Bank or holder, they shall be and remain jointly and severally, directly and primarily, liable for all sums due hereunder and under any and all of the Security Instruments.

Governing Law
- ----------

This Note and the Security Instruments shall be governed and construed in accordance with the laws of the State of Florida and of the United States.

Severability - Usury
- ----------

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this Note shall not render any other provision, clause, sentence and/or paragraph herein contained unenforceable or invalid.

It is the intention of Bank or holder, which is signified by acceptance of this Note, that this Note shall comply with all applicable usury laws now or hereafter in effect. Accordingly, to the extent that any rate of interest stated in this Note exceeds the maximum rate of interest which may be charged on loans of the type and nature evidenced by this Note, then said interest shall be abated and reduced to the extent necessary to conform with the maximum permissible rate.

IN WITNESS WHEREOF, Borrower has executed this Revolving Line of Credit Promissory Note as of the date and year first above written in Naples, Florida.

MVP 3, LP, a Delaware limited partnership ("Borrower")

By: MEDICAL VENTURES PARTNERS, LLC,
a Delaware limited liability

company, its general partner

_____
Print Name
By:

_____
Steven Jones, Member

_____
Print Name: _____

EXHIBIT 1
FIFTH THIRD BANK, FLORIDA
BORROWING BASE CERTIFICATE

NeoGenomics, Inc., a Florida corporation ("Company"), and MVP 3, LP, a Delaware limited partnership ("Borrower")

The undersigned, in accordance with and subject to the terms of the Loan and Security Agreement dated April 15, 2003 (as the same may be hereafter amended, restated, extended, revised, and/or modified from time to time, hereinafter referred to as the "Agreement"), and the Revolving Line of Credit Note as defined therein ("Note"), hereby certifies as of _____ [insert month and year] that the following computations have been made in accordance with the provisions of the Agreement and the Note and without duplication or overlap:

I. CALCULATION OF ELIGIBLE ACCOUNTS

A. Accounts $_____

B. Less

(a) Accounts that arose in the ordinary course of Company's business from the performance (fully completed) of services or bona fide lease, sale, manufacture, repair, processing or fabrication of personal property which have been delivered to the Account Debtor, and more than ninety (90) days have elapsed since the date on which the Account, by its original terms, was invoiced

$_____

(b) Accounts for which Company or Borrower has received notice that the Account Debtor is the subject of an action in bankruptcy court or for receivership, or otherwise fail to meet the criteria for Eligible Accounts $_____

(c) Accounts owed by an Account Debtor to whom Company is also a vendor
$_____

(d) Accounts that are an Account arising out of contracts with or orders from an Account Debtor which does not have its principal place of business located in the United States of America
$_____

(e) Accounts that are an Account due from Borrower or any Affiliate, subsidiary, shareholder or employee of Borrower or Company
$_____

Total Non-Eligible (sum of (a) through (e)) $_____

C. Total Eligible Accounts (A minus B) $_____

D. Advance Rate (80%) x .80

E. Accounts Availability per Formula
$_____

II. CALCULATION OF ELIGIBLE EQUIPMENT

A. Book Value of Equipment $_____

B. Advance Rate (50%) x .50

C. Equipment Availability per Formula $_____

III. Total Credit Availability per Formula (IE + IIC) $_____

Revolver Commitment Amount $750,000.00

Total Credit Availability $_____

Less Outstanding RC Debt $_____

Excess (Deficit) Availability $_____

For the purposes of inducing Fifth Third Bank, Florida to grant Revolving Line of Credit Loans pursuant to the Note and Agreement, we hereby certify that the foregoing Borrowing Base Certificate is true and correct in all particulars and that there is no Event of Default or event which, but for the passage of time or notice or both, would constitute an Event of Default under the Agreement or the Note.

NeoGenomics, Inc., a Florida corporation ("Company") MVP 3, LP, a Delaware limited partnership ("Borrower")

By:_____
By:_____
Title:_____
Title:_____
Dated:_____
Dated:_____

Borrowing Base Certificate No.:_____

EXHIBIT B

DRAW NOTE

$750,000.00 As of April 15, 2003

Naples, Florida

FOR VALUE RECEIVED, the undersigned, MVP 3, LP, a Delaware limited partnership, having its principal office at 1740 Persimmon Drive, Naples, Florida 34109 (hereinafter referred to as "Borrower"), promises to pay to the order of FIFTH THIRD BANK, FLORIDA, a Florida banking corporation, with an office at 999 Vanderbilt Beach Road, P.O. Box 413021, Naples, Florida 34103 (hereinafter referred to as "Bank"), or holder, the principal sum of Seven Hundred Fifty Thousand ($750,000.00), or so much thereof as may be advanced by Bank to Borrower from time to time pursuant to the terms hereof and of that certain Loan and Security Agreement by and between Borrower and Bank dated of even date herewith (as the same may be amended, modified, restated, extended and/or replaced from time to time, the "Loan Agreement"), together with any additional payments or sums provided for in this Note, the Loan Agreement, and the Security Instruments (as hereinafter defined), with interest from the date of advance, at the rate and in the manner hereinafter specified. The principal amount of each loan made by Bank under this Note and the amount of each prepayment made by Borrower under this Note will be recorded by Bank in the regularly maintained data processing records of Bank. The aggregate unpaid principal amount of all loans set forth in such schedule or in such records will be presumptive evidence of the principal amount owing and unpaid on this Note.

However, failure by Bank to make any such entry will not limit or otherwise affect Borrower's obligations under this Note, the Loan Agreement, or the Security Instruments. Borrower may not prepay and then reborrow any principal sums hereunder. At no time will the total of all Advances (as hereafter defined) hereunder exceed the total Availability (as hereinafter defined).

Interest
- --------

Interest shall be at the rate per annum equal to the Prime Rate (as hereinafter defined) plus two-and-a-half percent (2.50%). Interest shall be charged on the outstanding principal balance of this Note from time to time owing from the date such principal is advanced. During the term of this Note, the rate of interest shall be based on the hereinafter defined Prime Rate from time to time in effect. Said rate of interest shall increase and decrease automatically and without notice in the same amount and on the same day that said Prime Rate increases or decreases. Any reference herein to the "prime rate of interest" or Prime Rate is hereby defined to mean the prime, base or reference rate of interest for commercial loans set and established by Bank from time to time, which rate is not intended to be nor is defined as the lowest rate of interest charged by Bank to its most preferred borrowers and whether or not such rate is actually charged. All Interest shall be calculated on the basis of a 360-day year for actual days elapsed. Interest after maturity (whether as stated, by acceleration or otherwise) on any and all portions of the principal amount and any unpaid interest shall be at a rate per annum equal to six percent (6%) above the rate otherwise then payable (hereinafter referred to as the "Default Rate of Interest"). Interest shall be payable in arrears and shall accrue as of the date of the first Advance hereunder.

Payments
- --------

Interest only on the unpaid principal balance of this Note shall be due and payable monthly in arrears commencing on the last day of April, 2003, with successive payments due on the last day of each succeeding and consecutive month thereafter, and continuing until maturity (as stated, by acceleration or otherwise), at which time the then outstanding principal amount hereof, which is acknowledged by Borrower to be a balloon payment, together with interest and any and all other amounts due hereunder or under the hereinafter described Security Instruments shall be due and payable. All payments under this Note shall be applied, at Bank's discretion, to payment of accrued interest, late fees and any other amounts due and payable by Borrower hereunder or under the Security Instruments with the balance to be applied towards the principal amount owed hereunder.

Prepayments; Required Payments
- ------------------------------

Borrower may prepay this Note in whole or in part at any time without premium or penalty. Any and all dividends payable to Medical Venture Partners, LLC, a Delaware limited liability company, and/or Borrower arising from the ownership of shares of stock of NeoGenomics, Inc., a Florida corporation ("NeoGenomics"), and/or NeoGenomics, Inc. (formerly known as American Communications Enterprises, Inc., a Nevada corporation) ("NeoGenomics Parent"), shall be paid to Bank to be applied to amounts due hereunder at Bank's discretion. Any and all principal, interest payments and late fees paid by NeoGenomics to Borrower pursuant to any instruments, agreements and/or documents which are the subject of the Collateral Assignment of Loan (as hereinafter defined), excluding, however, interest payments made by NeoGenomics to Borrower in excess of those interest payments owed by Borrower to Bank, shall be immediately paid to Bank to be applied to the Liabilities (as defined in the Loan Agreement) at Bank's discretion. No prepayment or required payment made pursuant to this section shall be deemed to relieve Borrower of its obligation to make other payments hereunder, including, without limitation any scheduled interest payment.

Term of Note
- ------------

The entire unpaid principal balance of this Note, together with accrued interest thereon, shall be due and payable unless earlier accelerated as provided herein, on April 14, 2005, subject to extension by Bank in its sole discretion ("Maturity Date").

Place of Payments
- ------------------

Payments shall be payable in lawful money of the United States to Bank at its office at 999 Vanderbilt Beach Road, P.O. Box 413021, Naples, Florida 34103, or at such place as shall hereafter be designated by written notice from the holder to the Borrower.

Monetary Default
- -----------------

Upon the failure to make any payment required hereunder or under any of the other Security Instruments or under any other obligation of Borrower to Bank when due, the entire unpaid principal of this Note, together with accrued interest thereon and any other sums due to Bank by Borrower, shall become at once due and collectible at the option of the Bank or holder, without notice or demand and Bank or holder may proceed to foreclose all liens and security interests securing this Note. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the Bank or holder to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

"Security Instruments"
- ----------------------

The payment of this Note is secured by valid and subsisting (a) Loan Agreement, (b) Security Agreement of even date herewith executed by Borrower in favor of Bank, as the same may be amended, modified, extended, replaced or restated from time to time ("Borrower Security Agreement"), (c) Security Agreement of even date herewith executed by NeoGenomics in favor of Bank, as the same may be amended, modified, extended, replaced, or restated from time to time ("NeoGenomics Security Agreement"), (d) Four (4) separate Guaranties, each of even date herewith, executed by John Elliott ("Elliott"), Larry Kuhnert (aka Lawrence R. Kuhnert) ("Kuhnert "), Steve Jones ("Jones"), and NeoGenomics (collectively, jointly and severally hereinbefore and hereinafter "Guarantors" and Elliott, Kuhnert and Jones being collectively and severally referred to as "Individual Guarantors"), as either or any of the same may be amended, modified, extended, replaced, or restated from time to time (collectively, jointly and severally, the "Guaranty"), (e) Collateral Assignment of Loan Documents executed by Borrower and NeoGenomics in favor of Bank dated of even date herewith, as the same may be amended, modified, extended, replaced or restated from time to time (hereinbefore and hereafter "Collateral Assignment of Loan"), (f) Collateral Assignment of Life Insurance Policies assigning life insurance policies to be obtained on the lives of Individual Guarantors in an amount of not less than Seven Hundred Fifty Thousand Dollars ($750,000.00) in the aggregate, to be delivered to Bank within thirty (30) days after the execution of this Note ("Life Insurance Assignments"), and (g) Stock Pledge Agreement dated of even or approximately even date herewith executed by Kuhnert in favor of Bank, as the same may be amended, modified, extended, replaced or restated from time to time (hereinbefore and hereafter "Stock Pledge Agreement"). The Loan Agreement, the Borrower Security Agreement, the NeoGenomics Security Agreement, the Guaranty, the Stock Pledge Agreement, the Collateral Assignment of Loan, the Life Insurance Assignments, and all other instruments now or hereafter executed in connection with or as security for this Note or any other obligations of Borrower to Bank have heretofore and shall hereinafter be collectively referred to as the "Security Instruments."

Security and Non-Monetary Default
- -----------------------------------

All of the agreements, conditions, covenants, warranties, representations, provisions and stipulations made by or imposed upon Borrower in the Security Instruments are hereby made a part of this Note to the same extent, and with the same force and effect, as if they were fully recited herein. Should there be an Event of Default (as defined in the Loan Agreement), then the Bank, or holder, shall have (after the expiration of any applicable grace period and notice expressly set forth in the Loan Agreement), in addition to any and all other rights, remedies and recourses available to it, the right and option to declare the entire unpaid principal balance and accrued interest on this Note and any other sums due to Bank by Borrower at once due and payable without further demand or presentment for payment to Borrower, and proceed to foreclose all liens and security interests securing the payment of same and to invoke all

rights, remedies and recourses relating thereto. The notice of the exercise of the option to accelerate contained in this paragraph is hereby expressly waived by Borrower. Failure of the Bank or holder to exercise the option contained in this paragraph shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Late Charge
- ----------

In the event that any payment herein provided for shall become overdue for a period in excess of ten (10) days, a late charge of five percent (5%) of such amount so overdue shall become immediately due to the Bank or holder, not as a penalty, but as agreed compensation to Bank or holder for the additional costs and expenses incident to such default in making a payment or payments. Borrower acknowledges that the exact amount of such costs and expenses may be difficult, if not impossible, to determine with certainty, and further acknowledges and confesses the amount of such charge to be a consciously considered, good faith estimate of the actual damage to Bank or holder by reason of such default. Said charge shall be payable in any event no later than the due date of the next subsequent payment hereunder. Assessment of the late charge shall not in any event be deemed to extend the date upon which such installment is due. Failure to pay an assessed late charge is an event of default. The assessment and/or collection of any late charge shall in no way impair Bank's right to pursue any other remedies upon default hereunder, nor shall the acceptance by Bank of any late payment or other performance which does not strictly comply with the terms of this Note or any of the Security Instruments, be deemed to be a waiver of any rights of Bank arising as a result of any other failure to comply.

Default Rate
- ----------

In the event of any default hereunder or under any of the Security Instruments, the unpaid principal balance of this Note and accrued interest thereon, together with the late charge set forth in the preceding paragraph and all other sums due to Bank or holder by Borrower, shall at the option of Bank bear interest at the Default Rate of Interest from the date of occurrence of any such Event of Default until all sums are paid in full.

Right of Set-Off
- ----------

Borrower grants to Bank a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges and transfers to Bank all Borrower's right, title and interest in and to, the accounts of Borrower with Bank (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding, however, all IRA and Keogh accounts. Borrower authorizes Bank, to the extent permitted by applicable law and upon the occurrence of any default hereunder or under any of the Security Instruments, to charge or set-off all sums owing on this Note against any and all such accounts, provided, however, without impairing or limiting Bank's security interest, that Bank shall not set-off against any IRA or Keogh accounts.

Conditions for Advance
- ----------

No Advance shall be made hereunder in excess of the Availability. The amount of Availability shall be equal twice the lending value (calculated by Bank pursuant to its standard lending policies in effect from time to time) of Additional Collateral provided by the Individual Guarantors from time to time. Collateral provided at the time of execution of this Note shall not constitute Additional Collateral or create any Availability except the Initial Availability of One Hundred Twenty-Five Thousand Dollars ($125,000.00). Availability shall be increased from time to time in increments of at least Two Hundred Fifty Thousand Dollars ($250,000.00) (or such lesser amount as Bank may agree), with additional Collateral provided in increments of at least One Hundred Twenty-Five Thousand Dollars ($125,000.00) (or such lesser amount as Bank may agree). All Additional Collateral must be acceptable to Bank in its sole discretion. The delivery of Additional Collateral shall not create Availability unless and until Bank shall have received such additional documents, instruments and/or certifications as it shall deem necessary to create, perfect and/or maintain a security interest and/or lien on such Additional Collateral in favor of Bank.

Definitions
- ----------

As used herein, the following terms shall have the following meaning:

"Additional Collateral" shall mean such collateral hereafter granted by Individual Guarantors to create Availability.

"Advance" shall mean each principal amount advanced hereunder.

"Availability" shall mean the maximum amount permitted to be drawn by Borrower hereunder based upon the value of collateral granted by the Individual Guarantors to secure Advances, as described in this Note.

"GAAP" means generally accepted accounting principles, consistently applied.

"Person" means any individual, entity or governmental agency, and shall be construed in its broadest sense.

Additional Requirements
- ----------

Borrower shall submit to Bank the following:

(a) Additional Collateral in connection with any increase in Availability;

(b) within three (3) days of filing, complete copies of its federal tax returns, with all schedules;

(c) with any increase in Availability, the required commitment fee pursuant to the Loan Agreement; and

(f) such additional documents regarding Borrower's financial condition, assets or ability to repay Advances as Bank may reasonably deem necessary or desirable.

Depository Relationship; Billpayer 2000
- ----------

Prior to the execution of this Note, Borrower has established and, at all times hereafter will maintain, the Bank as its sole depository institution and will use Bank's "Billpayer 2000" program (as the same may be modified from time to time), and agrees to open such accounts, execute such documents, and perform any other acts necessary to maintain said relationship and program.

Waiver of Laws
- ----------

Borrower hereby waives the benefit of any laws which now or hereafter might authorize the stay of any execution to be issued on any judgment recovered on this Note or the exemption of any property from levy or sale thereunder. Borrower also waives and releases unto Bank or holder hereof, all errors, defects and imperfections whatsoever of a procedural nature in the entering of any judgment or any process or proceedings relating thereto.

WAIVER OF RIGHT TO TRIAL BY JURY.
- ----------

BORROWER AND BANK EACH HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS NOTE, THE SECURITY INSTRUMENTS, THE OBLIGATIONS EVIDENCED HEREBY, AND/OR ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED HERETO.

Non-Waiver
- ----------

The remedies of this Note and the aforedescribed Security Instruments securing the same, providing for the enforcement of the payment of the principal sum thereby secured, together with the interest thereon, and for the performance of the covenants, conditions and agreements, matters and things herein and therein contained, are cumulative and concurrent and may be pursued singly or

successively or together, at the sole discretion of Bank or holder, and may be exercised as often as occasion therefor shall occur. The waiver by Bank or any holder hereof of, or failure to enforce any covenant or condition of this Note or the Security Instruments, or to declare any default thereunder or hereunder, shall not operate as a waiver of any subsequent default or affect the right of the Bank or holder to exercise any right or remedy not expressly waived in writing by Bank or holder.

Payment of Expenses
- ----------

Borrower shall pay Bank, concurrent herewith, a commitment fee in the amount of $5,000.00 at closing, and shall pay, upon receipt of an invoice therefor, all legal fees and other out-of-pocket expenses incurred by Bank in connection herewith.

Costs of Collection
- ----------

Borrower hereby unconditionally agrees to pay the costs of collection of this Note, including, but not limited to, reasonable attorney fees incurred by Bank or holder, if collectible in the jurisdiction in which a judgment is rendered or sought to be enforced.

Acknowledgment of Type of Debt and Use of Proceeds
- ----------

Borrower hereby acknowledges, warrants and represents that this is not a consumer transaction and that the principal sum evidenced hereby was not used for any consumer purpose but was used solely in connection with a commercial, business transaction. Borrower hereby acknowledges, warrants and represents that it will use all Advances solely as and for funds in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) for its working capital purposes (including, without limitation, its acquisition of stock of NeoGenomics, Inc., a Nevada corporation, the parent of NeoGenomics), and the remainder as loans to NeoGenomics, and for no other purposes.

Binding Effect
- ----------

This obligation shall bind Borrower and Borrower's successors and permitted assigns, as the case may be, and the benefits hereof shall inure to any holder hereof and its successors and assigns.

Waiver of Presentment, Etc.
- ----------

Borrower, and all sureties, endorsers and guarantors of this Note, if any, hereby: (a) waive demand, presentment for payment, notice of non-payment, protest, notice of protest and all other notice (unless notice is specifically otherwise required in this Note), filing of suit or diligence in collecting this Note, in enforcing any of the security rights or in proceeding against any of the property which is collateral for this Note; (b) agree to any substitution, exchange, addition or release of any such property or the addition or release of any party or Person primarily or secondarily liable herein; (c) agree that Bank or holder shall not be required first to institute any suit, or to exhaust its remedies against the Borrower or any other Person or party in order to enforce payment of this Note; (d) consent to any extension, rearrangement, renewal or postponement of time of payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration to any of them; and (e) agree that, notwithstanding the occurrence of any of the foregoing, except as to any such Person expressly released in writing by Bank or holder, they shall be and remain jointly and severally, directly and primarily, liable for all sums due hereunder and under any and all of the Security Instruments.

Governing Law
- ----------

This Note and the Security Instruments shall be governed and construed in accordance with the laws of the State of Florida and of the United States.

Severability - Usury
- ----------

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this Note shall not render any other provision, clause, sentence and/or paragraph herein contained unenforceable or invalid.

It is the intention of Bank or holder, which is signified by acceptance of this Note, that this Note shall comply with all applicable usury laws now or hereafter in effect. Accordingly, to the extent that any rate of interest stated in this Note exceeds the maximum rate of interest which may be charged on loans of the type and nature evidenced by this Note, then said interest shall be abated and reduced to the extent necessary to conform with the maximum permissible rate.

IN WITNESS WHEREOF, Borrower has executed this Draw Note as of the date and year first above written in Naples, Florida.

MVP 3, LP, a Delaware limited partnership
("Borrower")

By: Medical Venture Partners, LLC ,
a Delaware limited liability company,
its general partner

_____
Print Name_____
By: _____
_____
Steven Jones, Member
Print Name_____

EXHIBIT C

FORM OF COLLATERAL ASSIGNMENT OF LIFE INSURANCE POLICY

SCHEDULE 9(F)

LEGAL PROCEEDINGS

The Parent has received several e-mails and telephone messages from persons purporting to be current shareholders of the Parent threatening legal action against the Parent and its directors with respect to the Parent's recently announced reverse stock split. These claims have generally indicated that the parties propose to undertake litigation against the Parent and its directors due to the negative impact of the reverse stock split on the Parent's shareholders. To the knowledge of the Parent, no legal proceedings have been filed with respect to any such claims.

SCHEDULE 14(A)

BORROWER'S EXISTING INDEBTEDNESS

Michael T. Dent, M.D. $31,273.00

Naples Women's Center $60,165.00

SECURITY AGREEMENT

Naples, Florida As of April 15, 2003

NEOGENOMICS, INC., a Florida corporation with a principal place of business located at 1726 Medical Blvd., Suite 101, Naples, Florida 34110 (hereinafter the "Debtor") jointly and severally if more than one, hereby assign(s) to FIFTH THIRD BANK, FLORIDA, a Florida banking corporation, for itself and as agent for any affiliate of Fifth Third Bancorp (hereinafter the "Secured Party") as collateral and grant(s) to Secured Party a security interest in and to all items of property described in paragraph 2 of this Security Agreement (the "Agreement"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Loan Agreement (as defined below).

1. OBLIGATIONS: This assignment of collateral and grant of security interest shall secure all loans, advances, indebtedness and each and every other obligation or liability of each of Debtor, jointly and severally if more than one and MVP 3, LP, a Delaware limited partnership (if different from Debtor, hereinafter referred to as the "Borrower") owed to Secured Party and any affiliate of Fifth Third Bancorp, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Secured Party or owed to others and acquired by Secured Party by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every other obligation or liability arising under that certain Loan and Security Agreement ("Loan Agreement") between and among Secured Party, Debtor, Borrower, John Elliott ("Elliott"), Larry Kuhnert ("Kuhnert"), and Steve Jones ("Jones"), that certain Revolving Line of Credit Promissory Note from Borrower to Secured Party dated of even date herewith, that certain Draw Note from Borrower to Secured Party dated of even date herewith, loans, advances and/or letters of credit now or hereafter issued by Secured Party or any affiliate of Fifth Third Bancorp for the benefit of or at the request of Debtor or Borrower, all obligations to perform or forbear from performing acts, and all agreements, instruments and documents evidencing, guarantying or securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Secured Party or any affiliate of Fifth Third Bancorp under this Agreement or any other document, instrument or agreement related to any of the foregoing (collectively the "Obligations").

2. COLLATERAL: The collateral hereby assigned and in which a security interest is granted includes that collateral now existing and hereafter arising or acquired by Debtor, regardless of where it is located, and is defined as follows (together with all proceeds and products thereof and all additions and accession thereto, replacements thereof, supporting obligations therefor, guaranties thereof, insurance or condemnation proceeds thereof, documents related thereto, all sales of accounts constituting a right to payment therefrom, all tort or other claims against third parties arising out of damage thereto or destruction thereof, all property received wholly or partly in trade or exchange thereof, all fixtures attached or appurtenant thereto, all leases thereof, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection or any other temporary or permanent disposition thereof, or any other interest therein, collectively, the "Collateral"):

a. All Accounts, all Inventory, all Equipment, all General Intangibles, all Investment Property;

b. all instruments, chattel paper, electronic chattel paper, documents, securities, moneys, cash, letters of credit, letter of credit rights, promissory notes, warrants, dividends, distributions, commercial tort claims, contracts, agreements, contract rights or other property, owned by Debtor or in which

Debtor has an interest, including but not limited to, those which are now or hereafter in the possession or control of Secured Party or in transit by mail or carrier to or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same, and the proceeds thereof, all rights to payment from, and all claims against Secured Party, and any deposit accounts of Debtor with Secured Party, including all demand, time, savings, passbook or other accounts and all deposits therein;

c. all assets and personal property now owned or hereafter acquired; all now owned and hereafter acquired inventory, equipment, fixtures, goods, accounts, chattel paper, documents, instruments, farm products, general intangibles, supporting obligations, software, and all rents, issues, profits, products and proceeds thereof, wherever any of the foregoing is located;

d. INTENTIONALLY DELETED;
---

e. INTENTIONALLY DELETED; and
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f. other Collateral: Loan Agreement; Guaranties of Elliott, Kuhnert, Jones, and Debtor; Stock Pledge Agreements of Elliott, Kuhnert, Jones, Debtor, and Medical Venture Partners, LLC, a Delaware limited liability company; Assignment of Life Insurance Proceeds of Elliott, Kuhnert, and Jones.

3. DEFINITIONS: Capitalized terms not otherwise defined in this Agreement or the Loan Agreement shall have the meanings attributed thereto in the applicable version of the Uniform Commercial Code adopted in the state of Florida, as such definitions may be enlarged or expanded from time to time by legislative amendment thereto or judicial decision (the "Uniform Commercial Code"). As used herein the following capitalized terms will have the following meanings:

(a) "Accounts" means all accounts, accounts receivable, health-care-insurance receivables, credit card receivables, contract rights, instruments, documents, chattel paper, tax refunds from federal, state or local governments and all obligations in any form including without limitation those arising out of the sale or lease of goods or the retention of services by Debtor; all guaranties, letters of credit and other security and supporting obligations for any of the above; all merchandise returned to or reclaimed by Debtor; and all books and records (including computer programs, tapes and data processing software) evidencing an interest in or relating to the above; all winnings in a lottery or other game of chance operated by a governmental unit or person licensed to operate such game by a governmental unit and all rights to payment therefrom; and all "Accounts" as same is now or hereafter defined in the Uniform Commercial Code.

(b) "Equipment" means all goods (excluding inventory, farm products or consumer goods), machinery, machine tools, equipment, fixtures, office equipment, furniture, furnishings, motors, motor vehicles, tools, dies, parts, jigs, goods (including, without limitation, each of the items of equipment set forth on any schedule which is either now or in the future attached to Secured Party's copy of this Agreement), and all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all supplies used or useful in connection therewith, and all "Equipment" as same is now or hereafter defined in the Uniform Commercial Code.

(c) "General Intangibles" means all general intangibles, choses in action, causes of action, obligations or indebtedness owed to Debtor from any source whatsoever, payment intangibles, software and all other intangible personal property of every kind and nature (other than Accounts) including without limitation patents, trademarks, trade names, service marks, copyrights and applications for any of the above, and goodwill, trade secrets, licenses, franchises, rights under agreements, tax refund claims, and all books and records including all computer programs, disks, tapes, printouts, customer lists, credit files and other business and financial records, and the equipment containing any such information, and all "General Intangibles" as same is now or hereafter defined in the Uniform Commercial Code.

(d) "Inventory" means all goods, supplies, wares, merchandises and other tangible personal property, including raw materials, work in process,

supplies and components, and finished goods, whether held for sale or lease, or furnished or to be furnished under any contract for service, or used or consumed in business, and also including products of and accessions to inventory, packing and shipping materials, and all documents of title, whether negotiable or non-negotiable, representing any of the foregoing, and all "Inventory" as same is now or hereafter defined in the Uniform Commercial Code.

(e) "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract or commodity account and all "Investment Property" as same is now or hereafter defined in the Uniform Commercial Code.

4. WARRANTIES AS TO DEBTOR: Debtor hereby represents and warrants to Secured Party as follows:

(a) That he/she/it is/are a(n) _____ individual; _____ limited partnership; _____ limited liability company; __x__ corporation; _____ other (specify) with a primary residence or principal place of business, as the case may be, located at the address otherwise set forth herein, and is organized in the State of Florida, license number _____ (if applicable).

(b) Debtor further warrants that its exact legal name is set forth in the initial paragraph of this Agreement, and its Taxpayer I.D. No. is ###-##-####

(c) Exhibit B, attached to this Agreement and incorporated herein by reference, lists the locations of any and all of the Collateral of Debtor.

5. WARRANTIES AS TO COLLATERAL: Debtor hereby represents and warrants to Secured Party that:

(a) Except for the security interest granted hereby and for Permitted Liens (as defined in the Loan Agreement), Debtor is, and as to any property which at any time forms a part of the Collateral, shall be, the sole owner of, with good and marketable title in, each and every item of the Collateral, or otherwise shall have the full right and power to grant a security interest in the Collateral, free from any lien, security interest or encumbrance whatsoever;

(b) Each item of Collateral is, and shall be, valid, and all information furnished to Secured Party with regard thereto is, and shall be, accurate and correct in all respects when furnished;

(c) None of the Collateral shall be sold, assigned, transferred, discounted, hypothecated, or otherwise subjected to any lien, encumbrance or security interest (except for Permitted Liens, liens in favor of Borrower and assigned to Secured Party, or as otherwise expressly permitted under the Loan Agreement), and that Debtor shall defend such Collateral and each and every part thereof against claims of all persons at any time claiming such Collateral or claiming any interest therein adverse to Secured Party;

(d) The provisions of this Agreement are sufficient to create in favor of Secured Party a valid and continuing lien on, and first security interest in, the types of Collateral in which a security interest may be perfected by the filing of UCC Financing Statements, and when such UCC Financing Statements are filed in the requisite filing offices, and the requisite filing fees are paid, such filings shall be sufficient to perfect such security interest (other than Equipment affixed to real property so as to become fixtures);

(e) If any of the Collateral is or will be attached to real estate in such a manner as to become a fixture under applicable state law, that said real estate is not encumbered in any way, or if said real estate is encumbered, Debtor will secure from the lien holder or the party in whose favor it is or will become so encumbered a written acknowledgment and subordination to the security interest hereby granted or a written disclaimer of any interest in the Collateral, in such form as is acceptable to Secured Party.

(f) The financial statements of Debtor dated December 31, 2002 and heretofore submitted to the Secured Party are true and correct and there are no material adverse changes in the conditions, financial or otherwise, of Debtor since the date of said financial statements.

6. DEBTOR'S RESPONSIBILITIES: Debtor covenants with, and warrants to, Secured Party that Debtor shall:

(a) Furnish to Secured Party, in writing, a current list of all Collateral for the purpose of identifying the Collateral and, further, execute and deliver such supplemental instruments, documents, agreements and chattel paper, in the form of assignments or otherwise, as Secured Party shall require for the purpose of confirming and perfecting, and continuing the perfection of, Secured Party's security interest in any or all of such Collateral, or as is necessary to provide Secured Party with control over the Collateral or any portion thereof;

(b) At its expense and upon request of Secured Party, furnish copies of invoices issued by Debtor in connection with the Collateral, furnish certificates of insurance evidencing insurance on Collateral, furnish proof of payment of taxes and assessments on Collateral, make available to Secured Party, any and all of Debtor's books, records, written memoranda, correspondence, purchase orders, invoices and other instruments or writings that in any way evidence or relate to the Collateral;

(c) Keep the Collateral insured at all times against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms and for such periods as is customary with companies in the same or similar business and written by such companies or underwriters as is satisfactory to Secured Party. In all cases losses shall be payable to Secured Party and any surplusage shall be paid to Debtor. All policies of insurance shall provide for at least thirty (30) days prior written notice of cancellation to Secured Party. Should Debtor at any time fail to purchase or maintain insurance, pay taxes, or pay for any expense, incident or such insurance, pay such taxes, order and pay for such necessary items of preservation, maintenance or protection, and Debtor agrees to reimburse Secured Party for all expenses incurred under this paragraph;

(d) Pay all taxes or assessments imposed on or with respect to the Collateral;

(e) Keep all of the Collateral in good condition and repair, protecting it from weather and other contingencies which might adversely affect it as secured hereunder;

(f) Notify Secured Party immediately in writing of any information which Debtor has or may receive which might in any way adversely affect the value of the Collateral or the rights of Secured Party with respect thereto;

(g) Notify Secured Party promptly, in writing, of any change in the location of the Collateral or of any place of business or mailing addresses or the establishment of any new place of business or mailing address;

(h) Pay all costs of filing any financing, continuation or termination statements with respect to the security interest created hereby;

(i) Upon the occurrence of an Event of Default or breach of any provision of this Security Agreement, pay all expenses and reasonable attorneys' fees of Secured Party; and Debtor agrees that said expenses and fees shall be secured under this Agreement;

(j) Maintain possession of all Collateral at the location disclosed to Secured Party and not to remove the Collateral from that location;

(k) Not sell, contract to sell, lease, encumber, or otherwise transfer the Collateral (other than inventory in the ordinary course of business) until the Obligations have been paid and performed except for (a) the sale of inventory in the ordinary course of business, (b) the sale of obsolete or unused assets, or (c) Permitted Liens, Debtor acknowledging nonetheless that Secured Party has a security interest in the proceeds of such Collateral.

(l) Take any other and further action necessary or desirable as requested by Secured Party to grant Secured Party control over the Collateral, as "control" is defined in the applicable version of the Uniform Commercial Code, including without limitation (i) executing and/or authenticating any assignments or third party agreements; (ii) delivering, or causing the delivery

of, any of the Collateral to the possession of Secured Party; (iii) obtaining written acknowledgments of the lien of Secured Party and agreements of subordination to such lien from third parties in possession of the Collateral in a form acceptable to Secured Party. Debtor consents to and hereby authorizes any third party in an authenticated record or agreement between Debtor, Secured Party, and the third party, including but not limited to depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof, and to enter into agreements with Secured Party regarding same, without further consent of the Debtor.

7. ACCOUNTS RECEIVABLE: Debtor hereby agrees that, notwithstanding the fact that all or any part of the Obligations is not matured and Debtor is current in payment according to the tenor of the Obligations, Secured Party shall have the absolute right to take any one or more of the following actions:

(a) Secured Party may serve written notice on Debtor instructing Debtor to deliver to Secured Party all subsequent payments on accounts receivable which Debtor shall do until notified otherwise;

(b) Secured Party may notify the account debtor(s) of its security interest and instruct such account debtor(s) to make further payments on such accounts to Secured Party instead of to Debtor; and,

(c) Secured Party may serve written notice upon Debtor that all subsequent billings or statements of account rendered to any account debtor shall bear a notation directing the account debtor(s) to make payment directly to Secured Party. Any payment received by Secured Party pursuant to this paragraph shall be retained in a separate noninterest bearing account as security for the payment and performance of all Obligations of Debtor.

8. POWER OF ATTORNEY: Debtor hereby makes, constitutes and appoints Secured Party its true and lawful attorney-in-fact to act, with full power of substitution, with respect to the Collateral, in any transaction, legal proceeding, or other matter in which Secured Party is acting pursuant to this Agreement, including, but not limited to executing, authenticating and/or filing on its behalf: (i) UCC Financing Statements reflecting the lien of Secured Party upon the Collateral and any other documents necessary or desirable to perfect or otherwise continue the security interest granted herein; and (ii) any third party agreements or assignments to grant Secured Party control over the Collateral, including but not limited to third party agreements between Debtor, Secured Party, and depository institutions, securities intermediaries, and issuers of letters of credit or other support obligations, which third party agreements direct the third party to accept direction from Secured Party regarding the maintenance and disposition of the Collateral and the products and proceeds thereof.

9. EVENTS OF DEFAULT. Any Event of Default under the Loan Agreement shall constitute an Event of Default under this Security Agreement.

10. REMEDIES. Upon the occurrence and until the waiver of an Event of Default, Secured Party may, without further notice to Debtor, at Secured Party's option, declare any note and all of the Obligations to become due and payable in its aggregate amount; provided that the Obligations shall be accelerated automatically and immediately if the Event of Default is a filing under the Bankruptcy Code. Secured Party may resort to the rights and remedies of a secured party under the Uniform Commercial Code, including but not limited to the right of a secured party to (a) enter any premises of Debtor, with or without legal process and take possession of the Collateral and remove it and any records pertaining thereto and/or remain on such premises and use it for the purpose of collecting, preparing and disposing of the Collateral; (b) ship, reclaim, recover, store, finish, maintain and repair the Collateral; and (c) sell the Collateral at public or private sale. Debtor will be credited with the net proceeds of such sale only when they are actually received by Secured Party, and any requirement of reasonable notice of any disposition of the Collateral will be satisfied if such notice is sent to Debtor ten (10) days prior to such disposition. Debtor will, upon request, assemble the Collateral and any records pertaining thereto and make them available at a place designated by Secured Party. Secured Party may use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, tradestyle, copyright, patent right, trade secret or technical process used or utilized by Debtor. No remedy set forth herein is exclusive of any other available remedy or remedies, but each is

cumulative and in addition to every other remedy given under this Agreement, and of the Obligations, or now or hereafter existing at law or in equity or by statute. Secured Party may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings. No failure on the part of Secured Party to enforce any of the rights hereunder shall be deemed a waiver of such rights or of any Event of Default and no waiver of any Event of Default shall be deemed to be a waiver of any subsequent Event of Default.

11. MISCELLANEOUS PROVISIONS:

(a) All rights of Secured Party shall inure to the benefit of its successors and assigns and all obligations of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor.

(b) Debtor acknowledges and agrees that, in addition to the security interests granted herein, Secured Party has a banker's lien and common law right of set-off in and to Debtor's deposits, accounts and credits held by Secured Party and Secured Party may apply or set off such deposits or other sums against the Obligations upon the occurrence of an Event of Default as set forth in paragraph 10 of this Agreement.

(c) This Agreement contains the entire Agreement of the parties and no oral Agreement whatsoever, whether made contemporaneously herewith or hereafter, shall amend, modify or otherwise affect the terms of this Agreement.

(d) All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the laws of the State of Florida.

(e) Any provision herein which may prove limited or unenforceable under any law or judicial ruling shall not affect the validity or enforceability of the remainder of this Agreement.

(f) Debtor hereby authorizes Secured Party to file a copy of this Agreement as a Financing Statement with appropriate county and state government authorities necessary to perfect Secured Party's security interest in the Collateral as set forth herein. Debtor hereby further authorizes Secured Party to file UCC Financing Statements on behalf of Debtor and Secured Party with respect to the Collateral.

SECURED PARTY: DEBTOR:

FIFTH THIRD BANK, FLORIDA, a Florida banking corporation

NEOGENOMICS, INC., a Florida corporation

By:_____
Scott D. Koenig, Vice President

By: _____
Michael T. Dent, M.D., President

EXHIBIT A

LEGAL DESCRIPTION

None.

EXHIBIT B

[COLLATERAL LOCATIONS]

1726 Medical Blvd., Suite 101, Naples, Florida 34110

GUARANTY

THIS GUARANTY is made and entered into at Naples, Florida, to be effective as of the 15th day of April, 2003, by the undersigned, NeoGenomics, inc., a Florida corporation (hereinafter referred to as the "Guarantor"), in favor of Fifth Third Bank, Florida, a Florida banking corporation (hereinafter referred to as "Fifth Third").

R E C I T A L S

WHEREAS, pursuant to the terms hereof and of that certain Loan and Security Agreement by and between MVP 3, LP, a Delaware limited partnership (hereinafter referred to as the "Borrower"), Guarantor, certain other parties, and Bank dated of even date herewith (as the same may be amended, modified, restated, extended and/or replaced from time to time, the "Loan Agreement"), Fifth Third has agreed to lend to Borrower (i) up to the maximum sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) (hereinafter referred to as the "Revolving Line of Credit"), as evidenced by that certain Revolving Line of Credit Promissory Note of even date herewith in the amount of Seven Hundred Fifty Thousand Dollars ($750,000.00), as the same may be amended, modified, restated, extended and/or replaced from time to time (hereinafter referred to as the "Line of Credit Note") and (ii) up to the maximum sum of Seven Hundred Fifty Thousand Dollars ($750,000.00) (hereinafter referred to as the "Draw Loan"), as evidenced by that certain Draw Note of even date herewith in the amount of Seven Hundred Fifty Thousand Dollars ($750,000.00) in favor of Fifth Third as the same may hereinafter be amended, restated, modified, replaced, and/or extended from time to time (hereinafter referred to as the "Draw Note") (hereinafter the Revolving Line of Credit and the Draw Loan collectively referred to as the "Loans", and the Line of Credit Note and the Draw Note collectively, jointly and severally referred to herein as the "Notes", and any reference herein to Notes shall refer to either or both of Notes, as the case may be).

WHEREAS, proceeds of the Notes, except for amounts not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) in proceeds under the Draw Loan, will be received by Guarantor to be used by Guarantor in connection with its business operations, and Guarantor therefore has a direct interest in the Loans and in the success of Borrower.

NOW, THEREFORE, for good and valuable consideration received by the Guarantor, the receipt and sufficiency of which are hereby acknowledged, and in order to induce any person or persons who may be and become the holder of the Notes to accept the same, the Guarantor hereby agrees as follows:

1. The Guarantor hereby unconditionally, absolutely and irrevocably guarantees, for the benefit of each and every present and future holder or holders, from time to time, of the Notes (all herein called the "Obligees"), the full and prompt payment to the Obligees at maturity (whether at the stated maturities thereof, or by acceleration or otherwise) of any and all of the indebtedness of the Borrower evidenced by the Notes, together with all other obligations and liabilities of the Borrower to Fifth Third and/or any affiliate of Fifth Third Bancorp, whether now existing or hereafter incurred, as the same or any part thereof may from time to time be amended, extended, restated, replaced, and/or modified (all of which indebtedness, obligations and liabilities being herein called the "Indebtedness"), and the full and prompt performance and observance by the Borrower of all of the warranties, covenants and agreements provided by the Notes and any other instruments made and delivered, now or hereafter, in connection with the Notes or the Indebtedness (all herein called the "Loan Documents"), to be performed and observed by the Borrower (herein called the "Obligations"); and to this end the Guarantor covenants and agrees to take all such actions necessary to enable the Borrower to pay the Indebtedness and to observe and perform each and every Obligation, and to refrain from taking any action which would prevent the Borrower from paying the Indebtedness or observing and performing each and every Obligation. NOTWITHSTANDING THE FOREGOING, GUARANTOR SHALL NOT BE LIABLE FOR PAYMENT OF THAT

PORTION OF THE PROCEEDS OF THE DRAW NOTE NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00) WHICH ARE DELIVERED SOLELY TO BORROWER FOR ITS USE AS WORKING CAPITAL AND NOT IN TURN LOANED TO GUARANTOR. GUARANTOR ACKNOWLEDGES THAT ANY PAYMENTS MADE BY OR RECEIVED BY OBLIGEES FROM BORROWER ON THE DRAW NOTE SHALL FIRST BE APPLIED TO REPAY SUCH WORKING CAPITAL FUNDS WHICH ARE NOT LOANED TO GUARANTOR AND SHALL NOT REDUCE THE AMOUNT GUARANTEED BY GUARANTOR HEREUNDER UNTIL ALL SUCH WORKING CAPITAL FUNDS ARE PAID IN FULL.

The Guarantor acknowledges and confesses that it will be of substantial economic benefit to the Guarantor for the Borrower to issue the Notes and incur the Indebtedness. Guarantor represents and warrants to Fifth Third that it has received value which is reasonably equivalent to its Guaranty hereunder, and that it is not rendered insolvent by delivery of this Guaranty.

2. This Guaranty shall be a continuing guaranty, shall be binding upon the Guarantor and upon its respective heirs, administrators, successors, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (a) the existence or continuance of any obligation on the part of the Borrower or any other guarantor on or with respect to the Indebtedness or any Obligation under the Notes, or any other Loan Document; (b) the power or authority (or any lack thereof) of the Borrower to issue the Notes or to execute, acknowledge or deliver the Notes or any other Loan Document; (c) the validity or invalidity of the Notes or any other Loan Document; (d) any defense whatsoever that the Borrower or any other guarantor may or might have to the payment of the Indebtedness or to the performance or observance of any of the Obligations; (e) any limitation or exculpation of liability on the part of the Borrower; (f) the existence or continuance of the Borrower as a legal entity; (g) the transfer of all or any part of Borrower's assets to any other corporation, person or entity; (h) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, change in, increase in, extension, modification or other disposition of any of the Indebtedness, or any of the Obligations, all of which the Obligees are hereby expressly authorized to make from time to time without notice to the Guarantor or to anyone; (i) the acceptance by the Obligees, or any of them, of any security for, or other guarantors upon, all or any part of the Indebtedness or the Obligations; (j) any failure, neglect or omission on the part of the Obligees, or any of them, to realize or protect any of the Indebtedness or any collateral or security therefor, or to exercise any lien upon or right or appropriation of any moneys, credits or property of the Borrower toward the liquidation of the Indebtedness or any application of payments or credits thereon; (k) any right, claim or offset which Guarantor may have against Borrower, or (l) any defense (other than the payment of the Indebtedness and performance of the Obligations, in accordance with their terms) that the Guarantor may or might have to its undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the Guarantor; it being understood and agreed that this Guaranty, and the undertakings, liabilities and obligations of the Guarantor hereunder, are absolute and unconditional and shall not be affected, discharged, impaired or varied by any act, omission or circumstance whatsoever (whether or not specifically enumerated above) except the due and punctual payment of the Indebtedness and performance of the Obligations, and then only to the extent thereof.

The Obligees shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness or the Obligations, or any part thereof; and in order to hold the Guarantor liable hereunder, there shall be no obligation on the part of any Obligee, or anyone, at any time, to proceed against the Borrower, its properties or estates, or to proceed against any other guarantor, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever.

3. The death or dissolution of any guarantor shall not terminate or limit this Guaranty as to any surviving or existing Guarantor, and shall not terminate this Guaranty as to the estate of any deceased Guarantor or the property of any dissolved Guarantor.

4. The Obligees, or any of them, shall have the right to enforce this Guaranty against any Guarantor for and to the full amount of the Indebtedness, with or without enforcing or attempting to enforce this Guaranty against any other guarantor or any security for the obligation of any of them, and whether or not proceedings or steps are pending or have been taken or have been concluded to enforce or otherwise realize upon the obligation or security of the Borrower or any other guarantor; and the payment of any amount or amounts by Guarantor, pursuant to its obligation hereunder or under any other guaranty

instrument, shall not in any way entitle Guarantor, either at law, in equity or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Indebtedness, or any principal or interest payments theretofore, then or thereafter at any time made by the Borrower on the Indebtedness, or made by anyone on behalf of the Borrower, or in and to any security therefor, unless and until the full amount of the Indebtedness has been fully paid.

5. No release or discharge of any other guarantor or any other person liable for payment of the Indebtedness or granting collateral therefor shall release or discharge Guarantor unless and until all of the Indebtedness shall have been fully paid and discharged and all Obligations shall have been fully performed.

6. No act of commission or omission of any kind, or at any time, on the part of any Obligee, in respect to any matter whatsoever, shall in any way affect or impair this Guaranty, and time is of the essence hereof.

7. All diligence in collection or prosecution, and all presentment, demand, protest and/or notice, as to the Guarantor, of dishonor and of default and of non-payment and of the creation and existence of any and all of the Indebtedness or of performance or non-performance of any Obligation, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived by the Guarantor.

8. Notwithstanding any modification, discharge or extension of the Indebtedness or any amendment, modification, stay or cure of the Obligees' rights under the Notes or other Loan Documents which may occur in any bankruptcy or reorganization case or proceeding affecting the Borrower, whether permanent or temporary, and whether or not assented to by any of the Obligees, the Guarantor hereby agrees that it shall be obligated hereunder to pay the Indebtedness and discharge the other Obligations in accordance with the terms of the Notes and other Loan Documents and the terms of this Guaranty as in effect on the date hereof. Guarantor understands and acknowledges that by virtue of this Guaranty it has specifically assumed any and all risks of a bankruptcy or reorganization case or proceeding affecting the Borrower; and, as an example and not by way of limitation, a subsequent modification of the Notes or any of the other Loan Documents in any reorganization case concerning the Borrower or any other guarantor, shall not affect the obligation of the Guarantor to pay the Notes and all other Indebtedness and to perform and observe all Obligations in accordance with the original terms thereof.

9. Guarantor hereby agrees that if at any time all or any part of any payment theretofore applied by any of the Obligees to any Indebtedness is rescinded or returned by any of the Obligees for any reason whatsoever (including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of any party), the Indebtedness shall, for the purposes of this Guaranty, be deemed to have continued in existence to the extent of such payment, notwithstanding such application by any of the Obligees, and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to the Indebtedness, all as though such application by any of the Obligees had not been made.

10. In addition to all other amounts payable by Guarantor hereunder, the Guarantor hereby agrees to pay to Obligees upon demand any and all costs and expenses, including court costs and reasonable attorneys' fees, to the fullest extent not prohibited by applicable law, which the Obligees or any of them may incur (a) in preparing to enforce, or in enforcing the obligations of the Guarantor hereunder; or (b) in preparing to collect or enforce the Indebtedness and the Obligations or in collecting or enforcing the same, in each case whether or not suit or action is filed.

11. Guarantor hereby acknowledges that the transactions relating to the Indebtedness, the Obligations, the Loan Documents and this Guaranty were negotiated in the State of Florida and that this Guaranty shall be interpreted under and governed by the law of the State of Florida.

12. Guarantor hereby unconditionally and irrevocably agrees that Guarantor will not at any time assert against Borrower or any other guarantor (or Borrower's or such guarantor's estate if Borrower or such guarantor becomes bankrupt or becomes the subject of any case or proceeding under the bankruptcy law of the United States) any right or claim to indemnification, reimbursement,

contribution or payment for or with respect to any and all amounts Guarantor may pay or be obligated to pay Obligees, including, without limitation, the Indebtedness, and any and all Obligations which Guarantor may perform, satisfy or discharge, under or with respect to this Guaranty and waives and releases all such rights and claims to indemnification, reimbursement, contribution or payment which Guarantor may have now or at any time against Borrower or any other guarantor (or Borrower's or such guarantor's estate if Borrower or such guarantor becomes bankrupt or becomes the subject of any case or proceeding under the bankruptcy laws of the United States). Guarantor further unconditionally and irrevocably agrees that it shall have no right of subrogation, and waives any right to enforce any remedy which Obligees now have or may hereafter have against Borrower or any other guarantor, and any security now or hereafter held by Obligees, and waives any defense based upon an election of remedies by Obligees, which destroys or otherwise impairs any subrogation rights of Guarantor or the right of Guarantor to proceed against Borrower or any other guarantor for reimbursement, or both.

13. In addition to and independent of any other obligation or liability under this Guaranty, Guarantor hereby covenants, represents, and warrants to the Obligees as follows:

(a) Guarantor has an economic interest in the Borrower and an interest in the success of the Borrower;

(b) Any and all balance sheets, net worth statements and other financial data with respect to Guarantor which have heretofore been given to Obligees by or on behalf of Guarantor fairly and accurately present the financial condition of Guarantor as of the respective dates thereof, and, since the respective dates thereof, there has been no materially adverse change in the financial condition of Guarantor;

(c) Guarantor has the financial ability to pay, and will fully pay, satisfy and discharge its obligations and liabilities under the Loan Documents and any documents executed and delivered by Guarantor to Borrower to evidence any payment obligations owed by Guarantor to Borrower;

(d) The execution, delivery and performance by the Guarantor of this Guaranty does not and will not contravene or conflict with (i) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court having jurisdiction over the Guarantor, or (ii) any contractual restriction binding on or affecting the Guarantor or the Guarantor's property or assets;

(e) This Guaranty creates legal, valid and binding obligations of the Guarantor enforceable against Guarantor in accordance with its terms;

(f) Guarantor has disclosed all events, conditions and facts known to Guarantor which could have any material adverse effect on the financial condition of the Guarantor. No representation or warranty by Guarantor contained herein, nor any schedule, certificate or other document now or hereafter furnished by Guarantor to Fifth Third in connection with this Guaranty, the Loan Agreement or any other Loan Document, contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

(g) Guarantor shall furnish or cause to be furnished to Fifth Third (1) its most current financial statements reflecting the net worth of Guarantor, which statements shall cover a period satisfactory to Fifth Third and shall be certified by Guarantor or otherwise in a manner satisfactory to Fifth Third; (2) monthly, within fifteen (15) days after the end of each calendar month, and annually, within ninety (90) days after the end of Guarantor's fiscal year, statements of income and expense and statements of cash flow and a balance sheet of Guarantor, prepared in accordance with generally accepted accounting principles compiled by an independent certified public accountant and certified as true, complete and correct by Guarantor's chief financial officer, in form reasonably acceptable to Fifth Third and setting forth a comparative analysis for the same period in the previous fiscal year; (3) on or before the 20th day of each calendar month and with each request by Borrower for an Advance (as defined in the Line of Credit Note) under the Revolving Line of Credit, a Borrowing Base Certificate (as defined in the Line of Credit Note) and an aging (based on date of invoice) of its accounts receivable through the end of the prior calendar month or as of the date of such request (whichever is

applicable), such report to be in form satisfactory to Fifth Third and certified as true, complete and correct by Guarantor's chief financial officer; (4) copies of all federal tax returns (with all schedules) of it or Parent (as defined in the Loan Agreement) and all reports filed with it or Parent any governmental entity or agency within ten (10) days of filing; and (5) upon the occurrence of any default by Borrower or Guarantor, updated financial statements on a periodic basis together with such other financial information as may from time to time be required by Fifth Third, all in form and detail satisfactory to Fifth Third;

(h) Guarantor covenants that, beginning with the calendar quarter ending June 30, 2003, and continuing with each calendar quarter thereafter until all Loans are paid in full and there is no credit available to Borrower from Fifth Third, Guarantor's working capital as a percentage of its gross revenues shall not exceed forty percent (40%), calculated as follows: Guarantor's (1) current assets less current liabilities determined pursuant to generally accepted accounting principles ("GAAP") divided by (2) Guarantor's gross revenues for the period being measured, determined pursuant to GAAP. This ratio shall be measured as of the end of each calendar quarter on a rolling four (4) quarter basis and calculation of the same shall be prepared by Guarantor and submitted to Fifth Third upon the earlier of (3) within forty-five (45) days after the end of each calendar quarter except the last and within ninety (90) days after the last calendar quarter or (4) three (3) business days of the filing of any quarterly or annual reports of either Guarantor or Parent with the Securities & Exchange Commission. Fifth Third reserves the right to require compliance with such additional financial covenants as it may deem necessary or prudent upon no less than thirty (30) days prior written notice to Guarantor and Borrower. In the event Guarantor fails to comply with any financial covenant, availability under the Revolving Line of Credit shall be suspended until such time as Guarantor demonstrates it has achieved compliance and has paid a covenant waiver fee in an amount established by Fifth Third for any such waiver; and

(i) The Borrower has and will have no unpaid or unsatisfied loans or advances from, or other obligations to, Guarantor.

Guarantor hereby indemnifies the Obligees and agrees to defend and hold harmless the Obligees from and against: (y) any loss, cost, damage or expense occurring by reason of a breach of the foregoing representations and warranties; and (z) the loss, mitigation, subordination or other consequences adverse to the Obligees by reason of this Guaranty being challenged as a preference or suffering any other subjugation under any bankruptcy or other law, whether state or federal, affecting debtors, creditors and/or the relationship between and among them. Without limiting the generality of the foregoing, any and all debts and obligations of the Borrower to Guarantor whether past, present or future, are hereby waived, satisfied and discharged.

14. The covenants, representations, and warranties of Guarantor contained herein are in addition to the covenants, representations, and warranties contained in the Loan Agreement.

15. This Guaranty shall continue to be effective, or be reinstated, as the case may be, if at any time any whole or partial payment of the Indebtedness or performance of any of the Obligations is or is sought to be rescinded or must otherwise be restored or returned by Fifth Third upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Borrower or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Borrower or of or for any substantial part of any property securing the loan, or otherwise, all as though such payments or performance had not been made. This Guaranty shall not be affected in any way by the transfer or other disposition of any property granted as collateral for the repayment of the Indebtedness, whether by deed, operation of law or otherwise.

16. No amendment or waiver of any provision of this Guaranty nor consent to any departure therefrom by the Guarantor shall in any event be effective unless the same shall be in writing and signed by Fifth Third, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. WAIVER OF RIGHT TO TRIAL BY JURY. GUARANTOR HEREBY UNCONDITIONALLY

AND IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, COUNTERCLAIM OR CROSS-CLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE

RELATING TO THE NOTES, THE GUARANTY, AND/OR THE LOAN DOCUMENTS, AND ANY COLLATERAL OR ANY TRANSACTION ARISING THEREFROM OR RELATED HERETO.

18. All notices and other communications provided for hereunder shall be in writing and mailed or delivered to the addresses indicated below; or as to each party at such other address as shall be designated by such party in a written notice to the other parties, and all such notices and other communications shall, when mailed, be effective when deposited in the mails addressed as follows:

(a) If to Guarantor: NeoGenomics, Inc.
1726 Medical Boulevard, Suite 101
Naples, Florida 34110
Attn: Michael T. Dent, M.D., President

(b) If to Fifth Third: Fifth Third Bank, Florida
999 Vanderbilt Beach Road
P.O. Box 413021
Naples, Florida 34103
Attn: Scott D. Koenig, Vice President

19. Any Obligee may, without any notice whatsoever to anyone, sell, assign or transfer or grant participations in all or any part of the Indebtedness, and in any and every such event, each and every immediate and successive assignee, transferee, holder of or participant in all or any part of the Indebtedness shall have the right to enforce this Guaranty by suit or otherwise, for the benefit of such assignee, transferee, holder or participant, as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

20. This Guaranty, and each and every part hereof, shall be binding upon the Guarantor and upon the heirs, executors, administrators, legal representatives, successors and assigns of the Guarantor, and shall inure to the benefit of each and every future holder of the Notes or any interest in the Indebtedness.

21. The delivery of the Notes for value to any person shall, without more, constitute conclusive evidence of the acceptance hereof, and of the reliance hereon by each and every from time to time holder of the Notes or any interest in the Indebtedness.

22. As used herein, the masculine gender shall include the feminine and neuter genders, and the singular case shall include the plural and the plural the singular, wherever the same may be applicable.

IN WITNESS WHEREOF, the Guarantor has signed this Guaranty as of the date first above written.

Employee Identification No.:
###-##-####

NEOGENOMICS, INC., a Florida corporation

By: _____
Michael T. Dent, M.D., President

LEASE AGREEMENT

CAMBRIDGE MANAGEMENT ASSOCIATES
LIMITED PARTNERSHIP
(Landlord)

and

NEOGENOMICS, INC.
(Lessee)

Premises:

WL X
12701 Commonwealth Drive
Unit 8&9
Ft. Myers, FL 33913

INDEX

LIST OF EXHIBITS

LEASE AGREEMENT

1. PARTIES: This Lease Agreement (hereinafter referred to as the "Lease) is made this 13th day of May, 2003, by and between CAMBRIDGE MANAGEMENT ASSOCIATES LIMITED PARTNERSHIP (hereinafter referred to as "Landlord") and NEOGENOMICS, INC. (hereinafter referred to as the "Lessee"), duly organized and existing under the laws of the State of Florida and duly authorized and registered to do business in the State of Florida.

2. PREMISES: Landlord, for and in consideration of the rent to be paid and the covenants to be performed by Lessee, as hereinafter set forth, does hereby lease, demise and let unto Lessee that portion of the building known as Westlinks X, 12701 Commonwealth Drive, Fort Myers, FL 33913, (hereinafter referred to as the "Building") consisting of 5175 square feet of rentable area, as outlined on the diagram attached hereto and marked as Exhibit "A", known as Unit 8&9, (hereinafter referred to as the "Premises").

3. TERM: The term of this Lease shall be for a period of three (3) years commencing on July 1, 2003 (hereinafter referred to as the "Commencement Date"), and terminating on June 30, 2006 (hereinafter referred to as the "Termination Date"). If the Commencement Date is other than July 1, 2003, then Landlord and Lessee shall confirm the Commencement Date and Termination Date in writing within fifteen (15) days of the Premises being ready for occupancy, which shall thereafter be considered to be binding upon both Landlord and Lessee. Notwithstanding the forgoing, upon receipt of a Certificate of Occupancy, Lessee shall be entitled to occupy that portion of the Premises that Landlord is not currently working on prior to the Commencement Date.

4. LANDLORD CONSTRUCTION: Landlord will, at its own expense, cause the Premises to be completed in the manner set forth in Exhibit "A", and the same will be ready for occupancy on the Commencement Date. The Premises shall be deemed ready for occupancy when the work being performed therein is substantially completed. The term "substantially completed" shall be construed to mean such completion as shall enable Lessee to reasonably and conveniently use and occupy the Premises for the conduct of its ordinary business, even though minor details, decorations and mechanical adjustments (hereinafter referred to as "Punch List Items") remain to be completed by the Landlord.

5. RENT:

(a) MINIMUM RENT:

(1) From July 1, 2003 to June 30, 2004, Lessee shall pay to Landlord as yearly rent the sum of Fifty-Five Thousand Seven Hundred Thirty-Four Dollars and Seventy-Five Cents ($55,734.75) or $10.77/SF triple net, payable in advance, without setoff or deduction on the first business day of each calendar month in equal monthly installments of Four Thousand Six Hundred Forty-Four Dollars and Fifty-Six Cents ($4,644.56), triple net as set forth below. The first installment of rental shall be payable at the time of the signing of this Lease.

(2) From July 1, 2004 to June 30, 2005, Lessee shall pay to Landlord as yearly rent the sum of Fifty-Seven Thousand Three Hundred Ninety Dollars and Seventy-Five Cents ($57,390.75) or $11.09/SF triple net, payable in advance, without setoff or deduction on the first business day of each calendar month in equal monthly installments of Four Thousand Seven Hundred Eighty-Two Dollars and Fifty-Six Cents ($4,782.56), triple net as set forth below.

(3) From July 1, 2005 to June 30, 2006, Lessee shall pay to Landlord as yearly rent the sum of Fifty-Nine Thousand Ninety-Eight Dollars and Fifty Cents ($59,098.50) or $11.42/SF triple net, payable in advance, without setoff or deduction on the first business day of each calendar month in equal monthly installments of Four Thousand Nine Hundred Twenty-Four Dollars and Eighty-Eight Cents ($4,924.88), triple net as set forth below.

In the event the term of this Lease commences on a day other than the first business day of a calendar month, Lessee shall pay to Landlord, on or before the Commencement Date of the term, a pro-rata portion of the monthly installment of rent, such pro-rata portion to be based on the number of days remaining in such partial month after the Commencement Date of the term. All Minimum Rent and Additional Rent including Maintenance and Operation Expenses shall be subject to Florida state sales tax.

(b) ADDITIONAL RENT: Whenever, under the term of this Lease, any sum of money is required to be paid by Lessee in addition to the rental herein reserved and said additional amount so to be paid is not designated as "additional rent", then said amount shall, nevertheless, at the option of Landlord if not paid when due, be deemed "additional rent" and shall be collectible as such with any installment of rent thereafter falling due hereunder. Nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time the same becomes due and payable hereunder or shall limit any other remedy of Landlord.

(c) PLACE OF PAYMENT OF RENT AND ADDITIONAL RENT: All payments of rent and additional rent shall be paid when due without demand at the office of CAMBRIDGE MANAGEMENT ASSOCIATES LIMITED PARTNERSHIP, 27300 RIVERVIEW CENTER BLVD., SUITE 201, BONITA SPRINGS, FL 34134, or at such other place as Landlord may from time to time direct. All checks shall be made payable to CAMBRIDGE MANAGEMENT ASSOCIATES L.P.

(d) SECURITY DEPOSIT: Intentionally Deleted.

(e) RENEWAL OPTIONS: Lessee shall have two three (3) year options to renew this Lease. During each such renewal option, Lessee shall be entitled to renew this Lease under the same terms and conditions as contained herein, provided, however, Landlord shall be entitled to increase the Minimum Rent under paragraph 5(a) during any renewal period by an amount not in excess of 2.8% per year. In the event that Lessee desires to exercise any such renewal option, Lessee will give Landlord Ninety (90) days written notice prior to the end of the initial term or the end of the first renewal term.

6. PEACEFUL POSSESSION: The Landlord covenants that the Lessee, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised Premises for the term aforesaid.

7. SERVICES:

(a) UTILITY SERVICES: Landlord shall, at its expense, provide a heating, cooling and ventilating system (hereinafter referred to as the "HVAC System") sufficient to maintain the Premises in accordance with the standards and specifications identified in Exhibit "B". Landlord shall furnish Lessee with an electrical system having the minimum required capacity identified in Exhibit "B"which Landlord covenants will support the electrical needs of the Exhibit A Premises design and Landlord shall also furnish hot and cold water and sewer for normal office needs. Landlord shall install, at its expense an electric meter to the demised Premises. Lessee shall clean the Premises at its expense and shall pay for all electricity, gas, sewer charges and water consumed by Lessee on the Premises, such payments to be made directly to suppliers thereof.

(b) OTHER SERVICES: Landlord will provide the following services to the Premises and Building: fire monitoring, window cleaning, landscaping and landscape maintenance and maintenance to the common areas described in Paragraph 11. The cost of those services shall be included in Paragraph 8 hereof.

8. OPERATION AND MAINTENANCE COSTS AND ADDITIONAL RENT:

(a) The costs and expenses of the operation and maintenance of the Building (hereinafter referred to as "Operation and Maintenance Costs") shall include, without limitation, the cost and expense to Landlord of the following items. During any year in which the Lessee only occupies the Premises for a portion of the year, Landlord agrees to prorate the following Operation and Maintenance Costs passed onto the Lessee according to that percentage of time that the Lessee occupied the premises in that year:

(1) A pro rata portion of all wages, salaries and fees of all employees and agents engaged in the operation, repair, replacement, maintenance

and security of the Building for such services that are specific to the Building, including taxes, insurance and all other employee benefits relating thereto 20.03%/(5175/25840 SQFT);

(2) All common utilities including, but not limited to, water and sewer, electric and irrigation sprinkler use;

(3) All supplies and materials used in the management, leasing, operation, repair, replacement, maintenance and security of the Building;

(4) All maintenance and service agreements on equipment including, without limitation, HVAC, alarm service and window cleaning for the Building;

(5) All fire (with all risk coverage) and other casualty and public liability insurance for the Building and Landlord's personal property and fixtures used in connection therewith;

(6) All "real estate taxes" which, for the purposes of this Article, shall mean all real property taxes and personal property taxes, charges and assessments which are levied, assessed upon or imposed by any governmental authority during any calendar year of the term hereof with respect to the Building and the land on which the Building is located and any improvements, including, but not limited to the GSD Assessment, fixtures and equipment and all other property of Landlord, real or personal, located in the Building and used in connection with the operation of the Building and any tax which shall be levied or assessed in addition to or in lieu of such real or personal property taxes and any license fees, tax measured by or imposed upon rents, or other tax or charge upon Landlord's business of leasing the Building. In the event that the tax statement from the taxing authority does not allocate assessments with respect to the Building and assessments relating to any other improvements located upon the land upon which the Building is situated, Landlord shall make a reasonable determination of the proper allocation of such assessment based, to the extent possible, upon records of the assessor. Landlord shall have the right to institute a tax appeal on behalf of all lessees of the Building, the cost of said appeal shall be borne pro-rata by Lessee;

(7) All repairs, replacements and general maintenance of the Building, including, but not limited to, HVAC equipment, roof maintenance and the upkeep of the lawn, grounds, shrubbery and landscaping, along with paving maintenance;

(8) All service or maintenance contracts with independent contractors for the operation, repair, replacement, maintenance or security of the Building;

(9) All other costs and expenses necessarily and reasonably incurred by Landlord in the proper operation and maintenance of the Building, provided, however, that the following shall be excluded from the term "Operation and Maintenance Costs": (i) expenses for any capital improvements made to Land or Building, except those capital expenses for improvements which result in savings of labor or other costs or which may be required by governmental authority shall be included and the cost of such improvements amortized over the useful life of the improvements; (ii) expenses for repairs or other work occasioned by fire, wind storm or other insured casualty; (iii) expenses incurred in leasing or procuring new lessees (e.g. salaries of management personnel for procuring new lessees, for lease commissions, advertising expenses and expenses of renovating space for new lessees); (iv) legal expenses in enforcing the term of any lease; (v) interest or amortization payments on any mortgage or mortgages; and (vi) depreciation.

(b) During each calendar year or portion thereof included in the original term of this Lease and any renewal thereof, Lessee shall pay Landlord as additional rent, Lessee's percentage of all Operation and Maintenance Costs. "Percentages" shall be defined as the ratio that the gross square feet of the Premises bears to the gross square feet of the rentable area in the Building, which "percentage" is agreed to be 20.03%/(5175/25840 SQFT). It is understood that Landlord shall cause such services described in Paragraph 8(a) above to be performed for the Building and that Landlord shall receive bills from such employees and contractors for work specifically performed on the Building, which bills shall represent a proper allocation of any work done for the Building as compared with other work that such employees or contractors may perform for any properties owned by Landlord in the areas adjacent to and surrounding the Building. Lessee shall have the right to review all such bills and calculations

of Landlord as to any allocations thereof. Nothing herein shall be construed to require Lessee to pay expenses incurred for repair and/or replacement of items warranted by Landlord in this Lease. Landlord agrees to cap increases in controllable expenses (defined as those expenses other than real estate taxes, insurance and metered services) at 3% per year on a cumulative basis. As an example, if there are no increases in the first two years and a 4% increase in the third year, Lessee pays that amount of increase.

(c) During December of each calendar year, or as soon thereafter as practicable, Landlord shall give Lessee written notice of its estimate of any amounts payable under Subparagraph 8(b) above for the ensuing calendar year on or before the first day of each month during the calendar year, Lessee shall pay to Landlord one-twelfth (1/12) of such estimated amounts, provided that if such notice is not given in December, Lessee shall continue to pay on the basis of the then applicable rental until the month after such notice is given. If any time or times it appears to Landlord that the amounts payable under Subparagraph 8(b) above for the current calendar year will vary from its estimate by more than five percent (5%), Landlord shall, by notice to Lessee, revise its estimate for such year, and subsequent payments by Lessee for such year will be based upon such revised estimate. Notwithstanding the foregoing, for the period July 1, 2003 to December 31, 2003, the estimated operations and maintenance costs per month shall not exceed $1,056.56/month, unless otherwise agreed to in writing by Lessee and Landlord.

(d) Within ninety (90) days after the close of each calendar year, or as soon after such ninety (90) day period as practicable, Landlord shall deliver to Lessee a statement of the adjustments to be made pursuant to Subparagraph 8(b) above. If, on the basis of such statement, Lessee owes an amount that is less than the estimated payments for such calendar years previously made by Lessee, Landlord shall refund such excess to Lessee within thirty (30) days. If, on the basis of such statement, Lessee owes an amount that is more than the estimated payments for such calendar year previously made by Lessee, Lessee shall pay the deficiency to Landlord within thirty (30) days after delivery of statement. In no event, however, shall the monthly rent paid by Lessee be less than the Minimum Rent set forth in Paragraph 5 hereof. Lessee shall have the right to review all documentation substantiating any increases including, but not limited to, real estate tax bills, insurance bills and common utility charges.

(e) The additional rent due under the terms and conditions of this Paragraph shall be payable by Lessee without any setoff or deduction and shall be pro-rated as aforesaid during the first and last calendar years of the Lease term or any renewal thereof.

(f) In the event Landlord constructs additional improvements at the Building which increases the assessment or gross square footage during the term of this Lease, Lessee's percentage of Operation and Maintenance Costs shall be equitably adjusted.

9. LATE PAYMENT: In the event that the Minimum Rent and Operation and Maintenance Costs shall not be paid when due or any payments required to be paid by Lessee under the provisions hereof are not paid within fifteen (15) days after notice from Landlord, Lessee shall, upon demand, pay a late charge to Landlord in the amount of five percent (5%) of the overdue amount and such late charge shall be deemed "rent" for all purposes under this Lease.

10. USE OF PREMISES:

(a) LESSEE MAY NOT UTILIZE OR STORE ANY HAZARDOUS MATERIALS ON THE PREMISES, unless, prior to the commencement of this Lease, Lessee presents to Landlord a notarized affidavit stating Lessee's SIC number together with a detailed list of all hazardous materials to be used or stored on the Premises and, provided further, that Lessee is not in violation of Paragraph 20(a) and/or 20(b). Lessee shall use and occupy the Premises for Office Warehouse space. Lessee shall not use or occupy the Premises for any unlawful purpose or business.

(b) HAZARDOUS MATERIALS: The term "Hazardous Materials", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBS), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminates, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or

regulation now or hereafter enacted or promulgated by any governmental authority.

I. Lessee Restorations: Lessee shall not cause or permit to occur: (a) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Material without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws (hereinafter defined), as such Laws may be enacted or amended from time to time.

II. Environmental Cleanup: (a) Lessee shall, at Lessee's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Materials (the "Law"); (b) Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (c) should any Authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Lease and which are caused by Lessee, its employees, agents or invitees, at or from the Premises or which arises at any time from Lessee's actions or inactions, Lessee shall at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Lessee shall carry out all such cleanup plans; (d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Materials required by Landlord. If Lessee fails to fulfill any duty imposed under this Paragraph 10(b) within thirty (30) days following its request, Landlord may proceed with such efforts and in such case, Lessee shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Lessee's use thereof and for compliance therewith, and Lessee shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Lessee as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any Lessee's obligations under this Paragraph 10(b); and (e) Lessee's obligations and liabilities under Paragraph 10(b) shall survive the expiration of this Lease.

11. COMMON AREAS: All parking areas, driveways, alleys, public corridors, fire escapes and other areas, facilities and improvements provided by Landlord for the general use in common of Lessee and other lessees, their employees, agents, invitees and licensees, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such areas, facilities and improvements.

12. SIGNS: Lessee shall not display, inscribe, print, paint, maintain or affix on any place in or about the Premises or the Property any sign, notice, legend, direction, figure or advertisement, except on the doors of the Premises and Building Directory and then only such name(s) and matter and in such color, size, style, place and materials as shall first have been approved in writing by Landlord, such approval not to be unreasonably withheld. Landlord agrees that all lessees in the Building shall be subject to the same restrictions.

13. ALTERATIONS AND IMPROVEMENTS, REMOVAL:

(a) Lessee shall not make any alterations, interior decorations, improvements or additions to the Premises or attach any fixtures or equipment thereto without the Landlord's prior written consent, which approval shall not be unreasonably withheld. All alterations, interior decorations, improvements or additions made to the Premises or the attachment of any fixtures or equipment thereto shall be performed at Lessee's sole cost and expense by Landlord or, at Landlord's sole option, by Lessee. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this Lease, shall remain upon the Premises at the expiration or sooner termination of this Lease and become the property of Landlord, unless Landlord shall, prior to the termination of this Lease, have given written notice to Lessee to remove the same. In the event that Landlord requests such removal and Lessee fails to remove same and repair any damage caused thereby on or before said expiration date, Lessee agrees to reimburse and pay Landlord for the cost of removing same

and repairing any damage to the Premises caused by said removal, except for damage caused by negligence of Landlord, or its agents, workmen or employees.

(b) In doing any such work of installation, removal, alteration or relocation, Lessee shall use due care to cause as little damage or injury as possible to the Premises or the Building and to repair all damage or injury that may occur to the Premises or the Building in connection with such work. Lessee agrees in doing any such work in or about the Premises to use its best efforts to engage only such labor as will not conflict with or cause strikes or other labor disturbances among the building service employees of the Landlord. Any contractors employed by Lessee for such installations shall carry workman's compensation insurance, public liability insurance and property damage insurance in amounts, form and content and with companies satisfactory to Landlord. Prior to the commencement by Lessee of any work as set forth in this Paragraph, Lessee must obtain, at its sole cost and expense, all necessary permits, authorizations and licenses required by the various government authorities having jurisdiction over the Premises.

14. MECHANIC'S LIEN: Lessee shall agree not to allow any Mechanic's Lien to be filed against the Premises for any construction of other work on or about the Premises performed or to be performed at Lessee's request. Notwithstanding the foregoing, if any mechanic's or other lien shall be filed against the Premises or the Building purporting to be for labor or materials furnished or to be furnished at the request of Lessee, then Lessee shall, at its own expense, cause such lien to be discharged or stayed of record by payment, bond or otherwise, within thirty (30) days after filing thereof. If Lessee shall fail to commence actions to cause such lien to be discharged or stayed by payment, bond or otherwise within thirty (30) days after filing thereof, Landlord may cause such lien to be discharged or stayed by payment, bond or otherwise, without investigating as to the validity thereof or as to any offsets on defenses thereto. Lessee shall indemnify and hold Landlord harmless against any and all claims, costs, damages, liabilities and expenses (including attorney's fees) which may be brought or imposed against or incurred by Landlord by reason of any such lien or its discharge.

15. CONDITION OF PREMISES: Lessee acknowledges and agrees that, except as expressly set forth in this Lease, there have been no representations or warranties made by or on behalf of Landlord with respect to the Premises or the Building. Landlord warrants that: (i) it is the fee simple owner of the Premises and has the full right and authority to enter into this Lease; and (ii) existing local, state and federal laws, statutes, ordinances and regulations permit Lessee to use the Premises for the intended uses. The taking of possession of the Premises by Lessee shall conclusively establish that the Premises and the Building were at such time in satisfactory condition, order and repair unless otherwise noted in writing by Lessee to Landlord within three days of the taking of possession of the Premises.

16. ASSIGNMENT AND SUBLETTING:

(a) Subject to the terms of this Paragraph, Lessee shall have the right to assign or hypothecate this Lease. A corporate Lessee may, without consent of the Landlord, assign this Lease to its parent or subsidiary, provided that the assignee assumes, in full, the obligations under this Lease.

(b) If, at any time or from time to time during the term of this Lease, Lessee desires to assign the Lease or to sublet all or part of the Premises, Lessee shall give notice to Landlord of such intent. Landlord shall have the option, exercisable by notice given to Lessee within twenty (20) days after receipt of Lessee's notice, of re-acquiring the portion of the Premises proposed to be assigned or sublet and terminating the Lease with respect thereto. If the Landlord does not exercise such option, Lessee shall, upon obtaining written consent of Landlord, which consent shall not be unreasonably withheld, be free to assign the Lease or sublet such space to a third party subject to the following conditions:

(1) In Landlord's sole opinion, the Sublessee or Assignee is financially responsible, provided that Landlord must notify Lessee within thirty (30) days of Lessee's notification of sublet or assignment if Landlord believes Sublessee or Assignee is not financially responsible.

(2) Landlord may exercise its option set forth above at any time prior to the execution of a sublease agreement to which Landlord has given its consent in writing;

(3) No sublease shall be valid and no Sublessee shall take possession of the premises subleased until an executed counterpart of such sublease has been delivered to Landlord;

(4) No Sublessee shall have a right to further sublet;

and

(5) Any sums or other economic consideration received by Lessee as a result of such subletting (except rental or other payments received which are attributable to the amortization of the cost of leasehold improvements, other than building standard lessee improvements made to the sublet portion of the Premises by Lessee for Sublessee), whether denominated rentals under the Sublease or otherwise, which exceed in the aggregate the total sums which Lessee is obligated to pay Landlord under this Lease (pro-rated to reflect obligations allocable to that portion of the Premises subject to such sublease) shall be divided equally with Landlord as additional rent under this Lease without affecting or reducing any other obligation of Lessee hereunder.

(c) Upon the consent of the Landlord for Lessee to sublet or assign this Lease, Lessee shall be released from all obligations hereunder and any sublessee or assignee of said Lease shall assume full responsibility for the obligations hereunder and shall replace Lessee's Security Deposit with Landlord and Landlord shall promptly return Lessee's Security Deposit, if any, less any amounts reasonably held for damages.

17. ACCESS TO PREMISES: Landlord, its employees and agents shall have the right to enter the Premises at all reasonable times during normal business hours and at any time in case of an emergency for the purpose of examining or inspecting the same, showing the same to mortgagees or lessees of the Building, as Landlord may deem necessary or desirable, provided, however, Landlord shall proceed in a manner to minimize the disruption of Lessee's business.

18. REPAIRS:

(a) Landlord shall keep the exterior, foundations, structure, roof, all common areas (including parking and driveway), HVAC, plumbing and electrical systems located on the exterior of the building in good order and repair, subject to the reimbursement as Operation and Maintenance Costs pursuant to Paragraph 8, provided, however, that Lessee shall maintain the plumbing, heating, air conditioning and electrical systems which are physically located within the confines of the Premises, provided that the systems are properly installed and operating at the time of possession by Lessee, and replace/repair all broken glass, door windows, etc

(b) Except as Landlord is obligated for repairs as provided hereinabove, Lessee shall make, at its sole cost and expense, all repairs necessary to maintain the Premises and shall keep the Premises and the fixtures therein in neat and orderly condition. If Lessee, after receiving written notice from Landlord outlining such repairs that Landlord believes Lessee should make, refuses or neglects to make such repairs or fails to diligently prosecute the same to completion after 30 days of the date that such written notice from Landlord is received, Landlord may make such repairs at the expense of Lessee and such expense shall be collectible as additional rent.

(c) Landlord shall not be liable by reason of any injury to or interference with Lessee's business arising from the making of any repairs, alterations, additions or improvements to the Premises or Building or to any appurtenances or equipment therein. Landlord shall interfere as little as reasonably practicable with the conduct of Lessee's business. There shall be no abatement of rent because of such repairs, alterations, additions or improvements.

(d) In the event of an emergency, Landlord may enter the Premises to make any and all repairs necessary to preserve and protect the Premises, and the costs and expense of such repairs shall be paid as provided in this Lease.

19. INDEMNIFICATION AND LIABILITY INSURANCE:

(a) Lessee shall indemnify, hold harmless and defend Landlord from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or

demands of any kind connected with, and Landlord shall not be liable to Lessee on account of: (i) any failure by Lessee to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by Lessee; (ii) any failure by Lessee to comply with any statutes, ordinances, regulations or orders of any governmental authority; or (iii) any accident, death, or personal injury or damage to or losses or theft of property which shall occur in or about the Premises occasioned wholly or in part by reason of any act or omission of Lessee, its agents, contractors or employees.

(b) During the term of this Lease or any renewal thereof, Lessee shall obtain and promptly pay all premiums for general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Premises, with minimum limits of $1,000,000.00 on account of bodily injuries to or death of one person and $1,000,000.00 on account of bodily injuries to or death of more than one person as a result of any one accident or disaster, and $100,000.00 on account of damage to property (or in an amount of not less than $1,000,000.00 combined single limit for bodily injury and property damage), and all such policies and renewals thereof shall name the Landlord as additional insured. All policies of insurance shall provide that: (i) no material change or cancellation of said policies shall be made without ten (10) days prior written notice to Landlord and Lessee; (ii) any loss shall be payable notwithstanding any act or negligence of Lessee or Landlord which might otherwise result in the forfeiture of said insurance; and (iii) the insurance company issuing the same shall have no right of subrogation against Landlord and J. McGarvey Construction Co., Inc., their agents, servants and/or employees. On or before the Commencement Date of the term of this Lease and thereafter, not less than fifteen (15) days prior to the expiration dates of said policy or policies, Lessee shall provide copies of policies or certificates of insurance evidencing coverage required by this Lease. All the insurance required under this Lease shall be issued by insurance companies authorized to do business in the State of Florida with a financial rating of at least an "A+" as rated in the most recent edition of Best's Insurance Reports and in business for the past five (5) years. The aforesaid insurance limits may be reasonably increased from time to time by Landlord upon ninety (90) days written notice.

(c) Lessee and Landlord, respectively, hereby release each other from any and all liability or responsibility to the other for all claims or anyone claiming by, through or under it or them by way of subrogation or otherwise for any loss or damage to property covered by the Florida Standard Form of Fire Insurance Policy with extended coverage endorsement, whether or not such insurance is maintained by the other party.

(d) Landlord agrees to maintain adequate fire and extended coverage including liability insurance on the Building during the term of this Lease and said policy shall provide that the insurance company issuing the same shall have no right of subrogation against Lessee. In the event that Landlord's insurance premium is increased as a result of providing this coverage, Lessee shall be responsible to pay the additional premium.

(e) To the extent permitted by law, Lessee shall indemnify Landlord and save it harmless and, at Landlord's option, defend it from and against any and all claims, actions, damages, liabilities and expenses, including attorney's and other professional fees for one attorney and one professional chosen by Lessee, in connection with loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Lessee of the Premises or any part thereof or any other part of the Building, occasioned wholly or in part by any act or omission of Lessee, its officers, agents, employees, invitees or licensees.

(f) Lessee agrees that in the event the Lessee is responsible for any damages to the Premises which render said Premises unusable there shall be no rent abatement. Lessee agrees to purchase and maintain adequate insurance, including business interruption insurance to cover all such occurrences and the insurance company agrees to waive any rights of subrogation against Landlord, J. McGarvey Construction Co., Inc., their agents, servants and/or employees. Landlord agrees that if Lessee is unable to use the Premises for a period of seven (7) consecutive days as a result of (i) any action caused by Landlord or any other tenants of the Building or (ii) the failure of the Landlord to rectify any situation which has rendered the Premises unusable for normal business operations, including the lack of utilities and/or damage to the Premises, then Lessee's rent shall be abated until such time as the Premises are again usable for normal business operations as certified by the required city and or county officials; provided, however, if such Premises are unusable for normal business

purposes for a period of more than ninety (90) consecutive days, Lessee shall have the option to terminate by providing Landlord with ten (10) days notice of the intent to terminate.

20. NEGATIVE COVENANTS OF LESSEE:

(a) Lessee agrees that it will not do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or Building, shall become void or suspended or whereby the same shall be rated as a more hazardous risk than at the date when Lessee receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Lessee agrees to pay to Landlord, as additional rent, any and all increases in premiums on insurance carried by Landlord on the Premises or any part thereof, or on the Building of which the Premises may be a part, caused in any way by the occupancy of Lessee.

(b) Lessee will not store or discharge any toxic, radioactive or other hazardous substances or wastes on or adjacent to the Premises or utilize the Premises or any adjacent lands for the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of any such substances or wastes in violation of any other laws, rules, regulations or procedures of any federal or state environmental regulatory body or agency.

21. FIRE OR OTHER CASUALTY:

(a) If the Premises are damaged by fire or other casualty, the damages shall be repaired by and at the expense of Landlord to at least as good condition as that which existed immediately prior to such damage. Landlord agrees to repair such damage within a reasonable period of time after receipt from Lessee of written notice of such damage, subject to any delays caused by acts of God, labor strikes or other events beyond Landlord's control; provided, however, that if Landlord is unable to complete such repairs within ninety (90) days, then Lessee shall have the option to terminate by providing Landlord with ten (10) days notice of the intent to terminate. Landlord shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee in any way from such damage or the repair thereof. Lessee acknowledges notice that: (i) Landlord shall not obtain insurance of any kind on Lessee's furniture or furnishings, equipment, fixtures, alterations, improvements and additions; (ii) it is Lessee's obligation to obtain such insurance at Lessee's sole cost and expense; and (iii) Landlord shall not be obligated to repair any damage thereto or replace the same.

(b) If the Premises, in the reasonable opinion of Landlord, are: (i) rendered substantially untenantable by reason of such fire or other casualty; or (ii) twenty percent (20%) or more of the Premises is damaged by said fire or other casualty and less than six (6) months would remain in the Lease term or any renewal thereof upon completion of the repairs or reconstruction, Landlord shall have the right, to be exercised by notice in writing delivered to Lessee within thirty (30) days from and after said occurrence, to elect not to reconstruct the Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of said date.

(c) If more than fifty percent (50%) of the Building shall be substantially damaged by fire or other casualty, regardless of whether or not the Premises were damaged by such occurrence, Landlord shall have the right, to be exercised by notice in writing delivered to Lessee within thirty (30) days from and after said occurrence, to terminate this Lease, and in such event this Lease and the tenancy hereby created shall cease as of the date of said termination, unless terminated as of the date of said occurrence in accordance with Paragraph 21(b) hereof, the rent to be adjusted as of the date of such termination.

(d) If the Premises are substantially damaged in that Landlord is unable to restore the Premises for Lessee's occupancy within ninety (90) days, Lessee shall have the option, to be exercised by notice in writing delivered to Landlord within ten (10) days after said occurrence, to elect to terminate this Lease, and in such event this Lease and the tenancy hereby created shall cease as of the date of said termination.

22. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT: This Lease is subject and subordinate to any first mortgages now or thereafter affecting or

covering the Premises and all or any part of the Building. Notwithstanding the aforesaid subordination, in the event of the foreclosure of any such mortgage; (a) this Lease shall not terminate; and (b) the peaceful possession of Lessee shall not be disturbed, provided that Lessee is not in default under any of the terms and conditions of this Lease. Lessee agrees to attorn to and to recognize the mortgagee or the purchaser at foreclosure sale as Lessee's landlord for the balance of the term of this Lease. Lessee hereby agrees, however, that such mortgagee or the purchaser at foreclosure sale shall not be: (i) liable for any act or omission of Landlord; (ii) subject to any offsets or defenses which Lessee might have against Landlord; (iii) bound by any rent or additional rent which Lessee may have paid to Landlord for more than the current month; or (iv) bound by any amendment or modification of this Lease made without its consent. The aforesaid subordination, non-disturbance and attornment provisions shall be self-operative, however, Lessee agrees to promptly execute any other agreement submitted by Landlord in confirmation or acknowledgment of same.

23. CONDEMNATION:

(a) If the whole of the Premises shall be condemned or taken either permanently or temporarily for any public or quasi-public use or purpose under any statute or by right of eminent domain or by private purchase in lieu thereof, then, in that event, the term of this Lease shall cease and terminate from the date when possession is taken thereunder pursuant to such proceeding or purchase. The rent shall be adjusted as of the time of such termination and any rent paid for a period thereafter shall be refunded. In the event only a portion of the Premises or a portion of the Building containing same shall be so taken (even though the Premises may not have been affected by the taking of some other portion of the Building containing same), Landlord may elect to terminate this Lease from the date when possession is taken thereunder pursuant to such proceeding or purchase or Landlord may elect to repair and restore, at its own expense, the portion not taken, and thereafter rent shall be reduced proportionately to the portion of the Premises taken.

(b) In the event of any total or partial taking of the Premises or the Building, Landlord shall be entitled to receive the entire award in any such proceeding, and Lessee hereby assigns any and all right, title and interest of Lessee now or hereafter arising in or to any such award or any part thereof and hereby waives all rights against Landlord and the condemning authority, except that Lessee shall have the right to claim and prove in any such proceeding and to receive any award which may be made to Lessee, if any, specifically for damages for loss of good will, movable trade fixtures, equipment and moving expenses.

24. ESTOPPEL CERTIFICATE: Lessee shall, at any time and from time to time within ten (10) days after written request by Landlord, deliver to Landlord a statement in writing duly executed by Lessee, certifying: (i) that this Lease is in full force and effect without modification or amendment (or, if there have been any modifications or amendments, that this Lease is in full force and effect as modified as amended and setting forth the modifications and amendments); (ii) the dates to which annual basic rental and additional rent have been paid; and (iii) that to the knowledge of Lessee, no default exists under this Lease or specifying each such default; it being the intention and agreement of Landlord and Lessee that any such statement by Lessee may be relied upon a prospective purchaser or a prospective or current mortgagee of the Building or by others in any matter affecting the Premises.

25. DEFAULT: The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(a) Failure of Lessee to take possession of the Premises within fifteen (15) days after notice to Lessee that the same is ready for occupancy by Lessee;

(b) The vacation or abandonment of the Premises after initial occupancy;

(c) A failure by Lessee to pay, when due, any installment of rent hereunder or any such other sum herein required to be paid by Lessee where such failure continues for ten (10) days after written notice thereof from Landlord to Lessee;

(d) A failure by Lessee to observe and perform any other provisions or covenants of this Lease to be observed or performed by Lessee, where such failure continues for thirty (30) days after written notice thereof from

Landlord to Lessee, provided, however, that if the nature of the default is such that the same cannot reasonably be cured within such thirty (30) day period, commence such cure and thereafter diligently prosecute the same to completion;

(e) The filing of a petition by or against Lessee for adjudication as a bankrupt or insolvent or for its reorganization or for the appointment pursuant to any local, state or federal bankruptcy or insolvency law of a receiver or trustee of Lessee's property; or an assignment by Lessee for the benefit of creditors; or the taking possession of the property of Lessee by any local, state or federal possession of the property of Lessee by any local, state or federal governmental officer or agency or court-appointed official for the dissolution or liquidation of Lessee or for the operating, either temporarily or permanently, of Lessee's business, provided, however, that if any such action is commenced against Lessee, the same shall not constitute a default if Lessee causes the same to be dismissed within sixty (60) days after the filing of same.

26. REMEDIES: Upon the occurrence of any such event of default as set forth above:

(a) Landlord may cure for the account of Lessee any such default of Lessee and immediately recover as additional rent any expenditures made, including reasonable attorney's fees and costs of suit and the amount of any obligations incurred in connection therewith, plus interest at prime plus two percent (2%) per annum from the date of any such expenditure;

(b) In determining the amount of any future payment due to Landlord on account of increase in Operation and Maintenance Costs, Landlord may make such determination based upon the amount of Operation and Maintenance Costs for the Premises that are subject to this Lease for the full year immediately prior to such default. If the Premises had Operation and Maintenance Costs for less than one (1) full year prior to default, Landlord may make such determination based upon the average monthly Operation and Maintenance Costs for the less than one (1) year period;

(c) Landlord, at its option, may serve notice upon Lessee that this Lease and the then unexpired term hereof shall cease and expire and become absolutely void on the date specified in such notice, without any right on the part of Lessee to save the forfeiture by payment of any sum and, thereupon and at the expiration of the time limit of such notice, this Lease and the term hereof granted, as well as the right, title and interest of Lessee hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Lessee's liability) as if the date fixed in such notice were the date herein established for expiration of the term of the Lease. Thereupon, Lessee shall immediately quit and surrender to Landlord the Premises, and Landlord may enter into and repossess the Premises by summary proceedings, detainer, ejectment or otherwise, and remove all occupants thereof and property therein, at Landlord's option, without being liable to indictment, prosecution or liability and obligations under this Lease, whether or not the Premises shall relet; except as otherwise provided by law;

(d) Landlord may, at any time after the occurrence of any event of default, re-enter and repossess the Premises and any part thereof and attempt in its own name, as agent for Lessee if the Lease not be terminated or on its own behalf if the Lease be terminated, to relet all or any part of such Premises for and upon such terms and to such person, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including the term beyond the termination of this Lease; and Landlord shall not be required to accept any lessee offered by Lessee or observe any instruction given by Lessee about such re-letting. Landlord must use its best efforts to mitigate damages in connection with any re-letting. For the purpose of such re-letting, Landlord may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed desirable or convenient by Landlord; and the cost of such decoration, repairs, changes, alterations or additions shall be charged to and be payable by Lessee as additional rent hereunder, as well as any reasonable brokerage and legal fees expended by Landlord; and any sums collected by Landlord from any new lessee obtained on account of Lessee shall be credited against the balance of rent due hereunder as aforesaid. Lessee shall pay to Landlord monthly on the days when the rent would have been payable under this Lease, the amount due hereunder, less the amount obtained by Landlord from such new lessee;

(e) Landlord shall have the right of injunction, in the event of a breach or threatened breach by Lessee of any of the agreements, conditions,

covenants or terms hereof to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies and any one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others;

(f) In the event that Landlord takes action to collect unpaid amounts owed by Lessee (whether accelerated or otherwise) or to re-gain possession of the Premises (whether by eviction proceedings or otherwise), all expenses incurred by Landlord (including, but not limited to attorney's fees) shall be additional rent immediately payable by Lessee to Landlord.

27. REQUIREMENTS OF STRICT PERFORMANCE: The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Lease shall in no way be construed to be a waiver thereof, nor in any way affect the validity of this Lease or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Landlord of rent at a time when the rent is in default under this Lease shall not be construed as a waiver of such default. The receipt by Landlord of a lesser amount than the rent due shall not be construed to be other than a payment on account of the rent then due, nor shall any statement of Lessee's check or any letter accompanying Lessee's check be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedies provided in this Lease. No act or thing done by Landlord or Landlord's agents or employees during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such a surrender shall be valid unless in writing and signed by Landlord.

28. SURRENDER OF PREMISES - HOLDING OVER:

(a) This Lease shall terminate and Lessee shall deliver up and surrender possession of the Premises on the last day of the term hereof and Lessee waives the right to any notice of termination of this Lease. Lessee shall provide Landlord with its forwarding address;

(b) Lessee covenants that, upon the expiration or sooner termination of this Lease, it shall deliver up and surrender possession of the Premises in the same condition as of the commencement of the Lease, reasonable wear and tear excepted, in which Lessee has agreed to keep the same during the continuance of this Lease and in accordance with the terms thereof;

(c) Upon the failure of Lessee to surrender possession of the Premises upon the expiration or sooner termination of this Lease, Lessee shall pay to Landlord, as liquidated damages, an amount equal to one and one quarter (125%) of the rent and additional rent required to be paid under this Lease as applied to any period in which the Lessee shall remain in possession after the expiration or sooner termination of this Lease.

29. NOTICES: All notices, consents, requests, instructions, approvals and/or communications provided herein shall be validly given, made or served if in writing and delivered personally as proved by receipt signed by an authorized representative or receipt by an express mail company or delivery service signed by an authorized representative or by registered or certified mail, proved by an executed return receipt, postage paid, signed by an authorized representative addressed as follows:

To Landlord:

CAMBRIDGE MANAGEMENT ASSOCIATES L.P
27300 Riverview Center Blvd., Suite 201
Bonita Springs, FL 34134

With a copy to:

To Lessee at:

NEO-GENOMICS, INC.

12701 Commonwealth Drive
Units 8&9
Fort Myers, FL 33913

With a copy to:

30. WARRANTIES OF LESSEE AND AGENT: Lessee warrants to Landlord that Lessee dealt and negotiated with Florida Valuation & Consultants, Inc. broker for the firmcompany or person except Landlord. Lessee (for good and valuable consideration) shall indemnify and hold Landlord harmless from and against any and all claims, suits, proceedings, damages, obligations, liabilities, counsel fees, costs, losses, expenses, orders and judgments imposed upon, incurred by or asserted against Landlord by reason of the falsity or error of its own aforesaid warranty. Landlord shall be solely responsible for all commissions due to Florida Florida Valuation & Consultants, Inc. agent for the Lessee.

31. FORCE MAJEURE: Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing because of causes beyond Landlord's control, which shall include, without limitation, all labor disputes, inability to obtain any materials or services, civil commotion or acts of God.

32. LANDLORD'S OBLIGATIONS: Landlord's obligations hereunder shall be binding upon Landlord only for a period of time that Landlord is in ownership of the Premises and, upon termination of that ownership, Lessee, except as to any obligations which have then matured, shall look solely to Landlord's successor in interest in the Premises for the satisfaction of each and every obligation of Landlord hereunder.

33. LANDLORD'S LIABILITY:

(a) Landlord shall incur no liability to Lessee in the event that any utility becomes unavailable from any source of supply or for any other reason;

(b) Lessee waives any rights of claim against Landlord on account of any loss or damage to Lessee's property, the Premises or its contents, including, but not limited to: (i) loss caused by the condition of the Premises or Building, the condition or operation of or defects in any equipment, machinery or utility systems located therein or the act or omission of any person or persons, except loss caused solely and directly by or due to the gross negligence or intentional acts of Landlord, its authorized employees or agents; (ii) theft, mysterious disappearance or loss of any property of the Premises or Building; and (iii) any interference or disturbance by third parties, including, without limitation, other lessees;

(c) Landlord shall not be in default hereunder or liable for any damages directly or indirectly resulting from, nor shall the rent herein reserved be abated by reason of: (i) the installation, use or interruption of use of any equipment in connection with the furnishings of any of the foregoing services; (ii) failure to furnish or delay in furnishing any such services; or (iii) the limitation, curtailment, rationing or restriction on use of water, electricity, gas or any other form of energy serving the Premises or the Building;

(d) Landlord shall not be responsible or liable to Lessee, or to those claiming by, through or under Lessee, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying any other part of the Building, or for any loss or damage resulting to Lessee, or those claiming by, through or under Lessee, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, or water, gas, sewer or steam pipes. To the maximum extent permitted by law, Lessee agrees to use and occupy the Premises, and to use such other portions of the Building as Lessee is herein given the right to use, at Lessee's own risk.

34. SUCCESSORS: The prospective rights and obligations provided in this Lease shall inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, provided, however, that no rights shall inure to the benefit of any successors of Lessee unless Landlord's written consent for the transfer to such successor has first been obtained as provided for in Paragraph 16 hereof.

35. GOVERNING LAWS: This Lease shall be construed, governed and enforced in accordance with the laws of the State of Florida.

36. SEVERABILITY: If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

37. CAPTIONS: Any headings preceding the text of several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.

38. GENDER: As used in this Lease, the word "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural, where appropriate; and words of any gender shall mean to include any other gender.

39. EXECUTION: This Lease shall become effective when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

40. EXHIBITS: Attached to this Lease and made a part hereof are Exhibits "A", "B" and "C".

41. ENTIRE AGREEMENT: This Lease, including Exhibits and any Rider hereto, contains all the agreements, conditions, understanding, representations and warranties made between the parties hereto with respect to the subject matter hereof and may not be modified orally or in any manner other than by an agreement in writing signed by both parties hereto or their respective interest.

42. CORPORATE AUTHORITY: If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with the duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said corporation and that this Lease is binding upon said corporation in accordance with its items.

43. RULES AND REGULATIONS: Lessee and Lessee's visitors shall comply with the Rules and Regulations, with respect to the Real Property, which are set forth in Exhibit "C" annexed to this Lease and expressly made a part hereof. Landlord shall have the right to make reasonable amendments thereto from time to time for the safety, care and cleanliness of the Real Property, the preservation of good order therein and the general convenience of all the lessees and Lessee shall comply with such amended Rules and Regulations, after twenty (20) days written notice from Landlord. All such amendments shall apply to all lessees in the Building and will not materially interfere with the use and enjoyment of the Premises by Lessee.

44. DEFENSES: Each party agrees that it will not raise or assert as a defense to any obligation under the Lease or make any claim that the Lease is invalid or unenforceable due to any failure of this document to comply with ministerial requirements including, but not limited to, requirements for corporate seals, attestations, witnesses, notarizations, or other similar requirements, and each party hereby waives the right to assert any such defense.

45. RADON DISCLOSURE: Radon is a naturally occurring radioactive gas that, when accumulated in the building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit, pursuant to Section 404.056(8), Florida Statues.

46. ADA COMPLIANCE: Landlord shall be responsible to ensure that the Premises has been designed and constructed in compliance with "The Florida Building Code" 2001 ED. "N.F.P.A. Life Safety Code 2000". "2001 Florida Accessibility Code", the Americans with Disabilities Act of 1990, and all other applicable federal, state and local laws, codes or ordinances.

IN WITNESS WHEREOF, the parties have duly executed this Lease in counterparts the day and year first above written.

WITNESSES: LANDLORD:

CAMBRIDGE MANAGEMENT ASSOCIATES LIMITED PARTNERSHIP,
a Florida limited
partnership

By: CAMBRIDGE MANAGEMENT
ASSOCIATES, L.L.C., a Florida
limited liability company

Witness

Print Name
By: JOANNE H. MCGARVEY
Its: Sole Member
Witness _____

Print Name _____
Date: _____

WITNESSES:
LESSEE:

NEO-GENOMICS, INC.

Witness
Print Name
By: Michael T. Dent, M.D.
Its: President
Witness
Print Name_____
Date: _____

Exhibit 99.1

CERTIFICATION PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002
(18 U.S.C. SECTION 1350)

In connection with the annual filing of NeoGenomics, Inc., a Nevada corporation (the "Company"), on Form 10-KSB for the period ended December 31, 2002, as filed with the Securities and Exchange Commission (the "Report"), I, Michael T. Dent, M.D President and Chief Medical Officer of the Company, certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C.ss.1350), that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Michael T. Dent, M.D.
Michael T. Dent, M.D.
President and Chief Medical Officer
May 16, 2003