SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) of the
SECURITIES EXCHANGE ACT OF 1934

January 18, 2006

NeoGenomics, Inc.
(Exact Name of Registrant as Specified in Charter)

Nevada	**333-72097**	**74-2897368**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

12701 Commonwealth Drive, Suite 9, Fort Myers, FL	**33913**
(Address of principal executive offices)	(Zip code)

Registrant's telephone number, including area code: **(239) 768-0600**

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

[ ] Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

[ ] Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

[ ] Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

[ ] Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 18, 2006, NeoGenomics, Inc. (the "Company") entered into a binding letter agreement (the "Aspen Agreement") with Aspen Select Healthcare, LP,("Aspen") which provides, among other things, that (a) Aspen has waived certain pre-emptive rights in connection with the sale of $400,000 of common stock at a purchase price of $0.20/share and the granting of 900,000 warrants with an exercise price of $0.26/share to a SKL Limited Partnership, LP ("SKL" as more fully described below); (b) Aspen shall have the right, up to April 30, 2006, to purchase up to $200,000 of restricted shares of the Company's common stock at a purchase price per share of $0.20/share (1.0 million shares) and receive a five year warrant to purchase up to 450,000 shares of the Company's common stock at an exercise price of $0.26/share in connection with such purchase (the "Equity Purchase Rights"); (c) in the event that Aspen does not exercise its Equity Purchase Rights in total, the Company shall have the right to sell the difference to SKL at terms no more favorable than Aspen's Equity Purchase Rights; (d) Aspen and the Company will amend that certain Loan Agreement, dated March 23, 2005 (the "Loan Agreement"), between the parties

(such Loan Agreement as amended, the "Credit Facility Amendment"); (e) Aspen shall have the right, until April 30, 2006, to provide up to $200,000 of additional secured indebtedness to the Company under the Amended Credit Facility and receive a five year warrant to purchase up to 450,000 shares of the Company's common stock with an exercise price of $0.26/share (the "New Debt Rights"); (f) the Company has agreed to amend and restate that certain warrant agreement, dated March 23, 2005 to provide that all 2,500,000 warrant shares (the "Existing Warrants") shall be vested and the exercise price per share shall be reset to $0.31 per share; and (g) the Company has agreed to amend that certain Registration Rights Agreement, dated March 23, 2005 (the "Registration Rights Agreement"), between the parties to incorporate the Existing Warrants and any new shares or warrants issued to Aspen in connection with the Equity Purchase Rights or the New Debt Rights.

Under the terms of the contemplated Credit Facility Amendment, Aspen and the Company have agreed as follow:

(1) The maturity date of the Credit Facility shall be extended to September 30, 2007.

(2) Paragraph 11 of the existing Loan Agreement (Borrower's Negative Covenants) shall be amended to allow for Permitted Indebtedness of up to a total of $500,000 of vendor and lease financing on capital equipment, including straight vendor financing and both operating and capital lease financing, in the aggregate at any given time during the term of the Credit Facility (the "Capital Equipment Financing Basket") and allow for Permitted Liens on such equipment. The Company agrees that its recently completed lease financing for a second flow cytometer of $125,000 (whether accounted for as an operating lease or a capital lease) will be attributed to this Capital Equipment Financing Basket. As part of this Agreement, Aspen agrees that it will waive until the Amendment Date, the current default that arose from the Company's entry into this lease for the second flow cytometer. The parties further agree that any short term vendor financing for the purchase of capital equipment, including extended payment terms as is the case with the Company's contemplated purchase of an automated spot counter, shall be allowable under this Capital Equipment Financing Basket. As part of this Agreement, Aspen agrees that it will waive until the Amendment Date, any default that may arise as a result of the Company's contemplated purchase of the automated spot counter that occurs prior to the time that such amended and restated Credit Facility can be executed. Aspen further agrees that it will assist the Company in securing an operating lease line from one or more lessors at an appropriate point in time.

(3) The Permitted Indebtedness section of paragraph 11 of the Loan Agreement shall be amended to allow for an aggregate of up to $400,000 of convertible draw notes from Cornell Capital Partners LP during the life of the Credit Facility (unless the proceeds of such Cornell convertible draw notes are used to repay the Company's indebtedness to Aspen); provided that such convertible draw notes contain an option for a fixed price conversion at any time and have a term of no longer than six months unless the proceeds of such convertible draw notes are used to pay-off the Credit Facility.

(4) The definition of Permitted Indebtedness in paragraph 11 of the Loan Agreement shall be amended to allow for real estate leases entered into by the Company, provided that such real estate leases have been approved by the Board of Directors and contain no more than $100,000 of leasehold improvements embedded within the lease stream.

(5) The structure of the Credit Facility shall be amended so that it is a draw facility whereby once principal payments have been made to Aspen by the Company, the Company can no longer draw such amounts and that portion of the availability will expire. The parties agree that all principal payments from the Company will retire the unsecured portion of the Credit Facility first.

(6) The Company and Aspen agree to such other amendments to the Credit

Facility documents as may be mutually agreed upon, including, but not limited to a clarification of Paragraph 16 of the Loan Agreement to include a provision that if the Company does not properly notify Aspen of an event of default, that is in and of itself a default and that the date of such default will be deemed to be the first date which circumstances gave rise to the event of default for purposes of calculating the 30 day cure period, and further that Aspen may so notify the Company of this type of default or any other type of default that may have occurred.

Aspen Select Healthcare, LP is a private investment partnership that, before giving effect to the above Aspen Agreement, owns 39.9% of the Company's fully-diluted shares. Aspen has also previously provided $1.5 million of indebtedness to the Company under the Loan Agreement. Pursuant to a Shareholders Agreement, dated March 23, 2005, Aspen has the rights to appoint up to three persons, out of a total of seven, to the Company's Board of Directors and nominate one mutually acceptable independent director.

On January 21, 2006 the Company entered into a subscription agreement (the "Subscription") with SKL Family Limited Partnership, LP, a New Jersey limited partnership, whereby SKL purchased 2.0 million shares (the "Subscription Shares") of the Company's common stock at a purchase price of $0.20/share for $400,000. Under the terms of the Subscription, the Subscription Shares are restricted for a period of 24 months and then carry piggyback registration rights to the extent that exemptions under Rule 144 are not available to SKL. In connection with the Subscription, the Company also issued a warrant to purchase 900,000 shares of the Company's common stock at an exercise price of $0.26/share. Such warrant expires from the date of issuance and all such warrant shares are vested. SKL has no previous affiliation with the Company.

ITEM 3.02. UNREGISTERED SALES OF EQUITY SECURITIES

See Item 1.01 above

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(a) Not applicable.

(b) Not applicable.

(c) Exhibit No. Description.

Exhibit	Description	Location
99.1	Letter Agreement between NeoGenomics, Inc. and Aspen Select Healthcare, L.P. dated January 18, 2006	Provided herewith
99.2	Stock Purchase Agreement between NeoGenomics, Inc. and SKL Limited Partnership, dated January 21, 2006	Provided herewith
99.3	Press Release, dated January 25, 2006	Provided herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed in its behalf by the undersigned, thereunto duly authorized.

Date: January 24, 2006 NeoGenomics, Inc.

By: /s/ Robert Gasparini
Name: Robert Gasparini
Title: President

Aspen Select Healthcare, LP
1740 Persimmon Drive, Suite 100
Naples, FL 34109

January 18, 2005

Board of Directors
NeoGenomics, Inc.
12701 Commonwealth Drive, Suite 9
Fort Myers, FL 33913

Gentlemen,

This letter agreement (the "Agreement") is intended to be a binding letter of intent between NeoGenomics, Inc, a Nevada corporation, and Aspen Select Healthcare, LP, a Delaware limited partnership ("Aspen"), regarding the understandings between the parties with respect to Aspen providing to the Company A) an additional $200,000 of equity capital; B) an additional $200,000 of debt capital under the secured tranche of the Credit Facility; C) a waiver of Aspen's pre-emptive rights under that certain amended and restated Shareholders Agreement, dated March 23, 2005 (the "Shareholders' Agreement") to allow for the purchase of up to $400,000 of common equity by a third party investor (the "Third Party Investor"), which is anticipated to close no later than January 31, 2006; and D) an amendment to the terms of that certain Loan Agreement, dated March 23, 2005, and related documents (collectively, the "Credit Facility"). The parties have agreed to move forward to consummate transactions on all of the above-mentioned activities under the conditions specified below. The parties have further agreed that they will each use their best efforts to execute definitive transaction documents on each component of this transaction within the time frames specified in each section below as the definitive documentation becomes available.

A. Providing an Additional $200,000 of Equity Capital.

1. Aspen will purchase up to $200,000 of restricted stock from the Company at a price of $0.20 per share (such $200,000 investment hereinafter referred to as the "New Equity") provided that the Company has closed on at least $400,000 of equity capital on no less favorable terms than those being offered to Aspen with the Third Party Investor and the Company and Aspen have executed definitive documentation for the transactions contemplated in Section B, C, D and E below. The timing of such equity purchase by Aspen will be based upon Aspen having completed its fundraising activities, provided, however, that Aspen will use its best efforts to fund this New Equity by March 31, 2006 (such date of closing of the New Equity transaction, hereinafter referred to as the ("Equity Closing"). In the event Aspen has not funded its total purchase of New Equity by April 30, 2006, the Company will provide the Third Party Investor the right to invest the difference up to $200,000 at terms no more favorable than the Aspen New Equity terms.

2. On the Equity Closing, the Company agrees that it will grant to Aspen a Warrant to purchase up to 450,000 (such number subject to adjustment as outlined below) shares of the Company's common stock (the "Equity Warrants"). The exercise price per share for the Equity Warrants shall be set at $0.26/share (subject to adjustment as outlined below). Such Equity Warrants will expire at the same time as the Existing Debt Warrants outlined in paragraph 12 and all of

the shares under such Equity Warrants will be deemed vested upon issuance. In the event that the contemplated $400,000 equity transaction with the Third Party Investor results in more than 900,000 warrants to purchase common stock of the Company being granted to such Third Party Equity Investor, then the Company

agrees that the number of warrant shares underlying the Equity Warrants will be recalculated to be a number of warrant shares equal to the number of warrant shares given to the Third Party investor multiplied by a fraction, the numerator of which is the amount of New Equity provided by Aspen and the denominator of which is the amount of equity capital provided by the Third Party Investor. In the event that the strike price of the warrants granted to the Third Party Investor is lower than $0.26/share, then the Company agrees that the exercise price of the Equity Warrant will be reset to such lower number.

B. Providing an Additional $200,000 of Debt Capital.

3. Aspen will provide up to $200,000 of additional debt capital by increasing the availability limit on the secured tranche of the Credit Facility to $700,000 (such $200,000 increase hereinafter referred to as the "New Debt"). This will increase the size of the total Credit Facility from $1.5 million to $1.7 million. The Company understands that funding of the remaining $200,000 on the secured tranche will become available subject to the borrowing base limitations in the Credit Facility and Aspen having completed sufficient fundraising from its investors. Aspen agrees that it will use its best efforts to make available this $200,000 of New Debt by March 31, 2006. The parties agree that the Amended and Restated Credit Facility outlined in Section D below will incorporate an increase in the secured portion of the Credit Facility by the amount of the New Debt; provided, however, that in the event Aspen has not made available all such New Debt funding to the Company by April 30, 2006, the Company will have the option to reduce the availability under such secured portion of the Credit Facility by the amount of the New Debt funding from Aspen that was not made available by April 30, 2006. In the event the Company elects not to accept all or any part of such New Debt after April 30, 2006, then a pro rata portion of the New Debt Warrants (as defined in paragraph 4 below) shall be deemed not to have vested. In this instance, such pro rata portion of the New Debt Warrants that is deemed not to have vested shall be calculated by multiplying the total number of New Debt Warrants by a fraction, the numerator of which is the amount of New Debt that was not made available by April 30, 2006 and the denominator of which is $200,000.

4. In consideration for providing the New Debt, the Company agrees that on the Amendment Date (as defined in Paragraph 5 hereof), it will issue to Aspen a warrant to purchase 450,000 shares (such number subject to adjustment as outlined below) of the Company's common stock (the "New Debt Warrants"). The exercise price per share for the New Debt Warrants shall be set at $0.26/share (subject to adjustment as outlined below, such exercise price after taking into consideration any adjustments, hereinafter referred to as the "Exercise Price"). Such New Debt Warrants will expire at the same time as the Existing Debt Warrants outlined in paragraph 13 and will be deemed vested on a pro rata basis corresponding to the amount of New Debt made available at any given time. In the event that the contemplated $400,000 equity transaction with the Third Party Investor results in more than 900,000 warrants to purchase common stock of the Company being granted to such Third Party Equity Investor, then the Company agrees that the number of warrant shares underlying the New Debt Warrants will be recalculated to be a number of warrant shares equal to the number of warrant shares given to the Third Party investor multiplied by a fraction, the numerator of which is $200,000 and the denominator of which is the amount of equity capital provided by the Third Party Investor. In the event that the strike price of the warrants granted to the Third Party Investor is lower than $0.26/share,

then the Company agrees that the exercise price/share of the New Debt Warrants will be reset to such lower number.

C. Provide a Waiver of Pre-emptive Rights Under Shareholders' Agreement.

5. In consideration for receiving a five year warrant to purchase 150,000 shares of common stock of the Company with an exercise price equal to the Exercise Price (as adjusted) of the New Debt Warrants (the "Waiver Warrant"), Aspen agrees to waive its pre-emptive rights under Section 3.1 of the Shareholders Agreement in connection with the sale of up to $400,000 of common

stock of the Company at a price per share of no less than $0.20/share (the "Pre-emptive Rights Waiver"). The Company agrees that this Pre-emptive Rights Waiver is subject to Aspen receiving a) an executed warrant agreement for the Waiver Warrants and b) an executed copy of the amended and restated copy of the Existing Debt Warrant Agreement outlined in paragraph 13 hereof prior to the Company consummating its equity transaction with the Third Party Investor.

D. Amendment of Existing Credit Facility.

6. The parties agree that they will each use their best efforts to executive definitive transaction documentation to amend and restate the existing Credit Facility and related documents within two weeks of the date of this Agreement (such date, including any mutually agreed upon extensions thereto, hereinafter referred to as the "Amendment Date"). Such amended and restated Credit Facility documentation will specifically provide for the items contained in paragraph 6-13 below.

7. The maturity date of the Credit Facility shall be extended to September 30, 2007.

8. Paragraph 11 of the existing Loan Agreement (Borrower's Negative Covenants) shall be amended to allow for Permitted Indebtedness of up to a total of $500,000 of vendor and lease financing on capital equipment, including straight vendor financing and both operating and capital lease financing, in the aggregate at any given time during the term of the Credit Facility (the "Capital Equipment Financing Basket") and allow for Permitted Liens on such equipment. The Company agrees that its recently completed lease financing for a second flow cytometer of $125,000 (whether accounted for as an operating lease or a capital lease) will be attributed to this Capital Equipment Financing Basket. As part of this Agreement, Aspen agrees that it will waive until the Amendment Date, the current default that arose from the Company's entry into this lease for the second flow cytometer. The parties further agree that any short term vendor financing for the purchase of capital equipment, including extended payment terms as is the case with the Company's contemplated purchase of an automated spot counter, shall be allowable under this Capital Equipment Financing Basket. As part of this Agreement, Aspen agrees that it will waive until the Amendment Date, any default that may arise as a result of the Company's contemplated purchase of the automated spot counter that occurs prior to the time that such amended and restated Credit Facility can be executed. Aspen further agrees that it will assist the Company in securing an operating lease line from one or more lessors at an appropriate point in time.

9. The Permitted Indebtedness section of paragraph 11 of the Loan Agreement shall be amended to allow for an aggregate of up to $400,000 of convertible draw notes from Cornell Capital LP during the life of the Credit Facility (unless the proceeds of such Cornell convertible draw notes are used to repay the Company's indebtedness to Aspen); provided that such convertible draw notes contain an option for a fixed price conversion at any time and have a term of no longer

than six months unless the proceeds of such convertible draw notes are used to pay-off the Credit Facility.

10. The definition of Permitted Indebtedness in paragraph 11 of the Loan Agreement shall be amended to allow for real estate leases entered into by the Company, provided that such real estate leases have been approved by the Board of Directors and contain no more than $100,000 of leasehold improvements embedded within the lease stream.

11. The structure of the Credit Facility shall be amended so that it is a draw facility whereby once principal payments have been made to Aspen by the Company, the Company can no longer draw such amounts and that portion of the availability will expire. The parties agree that all principal payments from the Company will retire the unsecured portion of the Credit Facility first.

12. The Company and Aspen agree to such other amendments to the Credit

Facility documents as may be mutually agreed upon, including, but not limited to a clarification of Paragraph 16 of the Loan Agreement to include a provision that if the Company does not properly notify Aspen of an event of default, that is in and of itself a default and that the date of such default will be deemed to be the first date which circumstances gave rise to the event of default for purposes of calculating the 30 day cure period, and further that Aspen may so notify the Company of this type of default or any other type of default that may have occurred.

E. Amendment to Existing Warrant Agreement.

13. In consideration for Aspen's agreement to amend and restate the Credit Facility, the Company agrees to amend and restate the existing warrant agreement, dated March 23, 2005, currently held by Aspen (the "Existing Debt Warrants or the Existing Debt Warrant Agreement") on or before the closing of the Third Party Investor equity transaction. Such amended and restated Existing Debt Warrant Agreement will provide that a) the total number of warrant shares that are vested under such Existing Debt Warrant Agreement will be stipulated to be 2,500,000 shares; b) the exercise price per share for such Existing Debt Warrants shall be reduced to $0.31/share; c) the warrant expiration date will be amended to be five years from the date of the Existing Debt Warrant Agreement, as amended and restated..

F. General Provisions

14. In the event that the terms of the contemplated Third Party Investor purchase of common equity from the Company change in a manner that results in a lower purchase price than the $0.20/share that has been agreed, the Company agrees that this Agreement will become null and void and Aspen and the Company will revisit the terms of this Agreement.

15. The Company and Aspen agree to amend the existing Registration Rights Agreement, dated March 23, 2005, so that all shares issued in the New Equity transaction and all shares underlying the Equity Warrants, the New Debt Warrants, the Waiver Warrants and the Existing Debt Warrants are covered by such agreement.

16. The parties agree to use the closing stock price on the date of this Agreement in valuing all warrants for GAAP purposes.

17. The Company agrees that it will assist Aspen Select Healthcare, LP in its fundraising activities by making members of its management team to meet with prospective investors upon reasonable notice.

18. The Company agrees that it will reimburse Aspen Select Healthcare, LP up to $3,000 of transaction expenses in connection with preparing and executing the Amended and Restated Credit Facility and related documents, promptly upon submission of invoices evidencing such expenses.

19. Except as required by applicable law, the parties agree that the contents of this proposal shall be held strictly confidential by the parties hereto and their respective officers, directors and employees until such time as the definitive documentation has been executed, and any disclosure to any third parties will be viewed as a breach of this agreement.

20. The Company agrees that provided that Aspen has delivered commercially reasonable definitive transaction documentation to the Company for any component of the above-mentioned transactions, including but not limited to the New Equity transaction, the New Equity Warrants, the amendment of the Credit Facility documents, the amendment of the Registration Rights agreement, the Waiver Warrants, and the Debt Warrants, it will not decline to enter into such definitive transaction documentation. The Company further agrees that Aspen may close on the various components of the transactions contemplated by this Agreement at different times, when such components are ready to be closed and agrees that it will execute each such component when Aspen has delivered

commercially reasonable documentation for such component.

21. Severability. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

22. Governing Law, Remedies. This Agreement is governed by the laws of the State of Florida, and the parties hereto agree to submit to the jurisdiction of the state and federal courts of Florida in the event of a dispute. All remedies at law or in equity shall be available for the enforcement of this Agreement.

23. Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

If the above terms are acceptable to you, please signify such acceptance by countersigning this letter Agreement below.

Warm Regards,	Agreed and Accepted
Aspen Select Healthcare, LP	on Behalf of NeoGenomics, Inc.
Steven C. Jones	/s/ Robert P. Gasparini Date_____
Managing Director	Robert P. Gasparini
Medical Venture Partners, LLC	President
The General Partner	

NEOGENOMICS, INC.

SUBSCRIPTION AGREEMENT

Subscription Agreement between NeoGenomics, Inc., a Nevada corporation (the "Company") and the undersigned (the "Subscriber"), the effective date of which shall be the date of execution by the Company.

WHEREAS, the Company is conducting an exempt, limited private offering of its common stock, par value $.001 per share (the "Common Stock"), under Rule 506 of Regulation D ("Reg. D") promulgated under the Securities Act of 1933, as amended (the "Securities Act") on the terms and conditions hereinafter set forth, and the Subscriber desires to acquire the number of shares of the Common Stock as specifically set forth on the signature page hereof;

NOW, THEREFORE, for and in consideration of the agreements hereinafter set forth, the parties agree as follows:

1. Subscription For Shares. Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company such number of shares of Common Stock as set forth upon the signature page hereof (the "Subscription Shares") at a price payable in cash equal to $0.20 per Subscription Share, and the Company agrees to sell and issue such Subscription Shares to the Subscriber for such purchase price. The certificate for the Subscription Shares shall be delivered by the Company within a reasonable period following acceptance of this Subscription Agreement by the Company. If this subscription is rejected for any reason by the Company, the Subscriber will be promptly notified. The Subscription Shares will be restricted for 24 month with subsequent piggyback registration rights if part 144 rights are not available. This offering is subject to closing this subscription 5 business days from the date of signing the subscription agreement.

The subscription has received board approval and is subject to the waiving of preemptive rights of certain existing shareholders as per the Shareholders Agreement dated March 21, 2005. No commissions will be paid as a condition by the subscriber to invest in the Company.

2. Acknowledgements, Agreements, Representations and Covenants of Subscriber.

2.1 (a) The Subscriber acknowledges that a purchase of the Subscription Shares involves a high degree of risk in that (i) the Company is highly speculative; (ii) the investment is illiquid; and (iii) transferability of the Subscription Shares is extremely limited.

(b) The Subscriber represents that he/she/it is an "accredited investor" within the meaning of Rule 501(a) of Reg. D.

(c) The Subscriber represents that it has previously completed and delivered to the Company an investor questionnaire, and that the information provided therein is truthful and accurate.

(d) The Subscriber represents and warrants (i) that he/she/it has been furnished by the Company during the course of evaluating his/her/its interest in this transaction with all information regarding the Company which he/she/it had requested or desired to know; (ii) that all documents which could be reasonably provided have been made available for his/her/its inspection and review; (iii) that he/she/it has been afforded the opportunity to ask questions of and receive answers from duly authorized officers or other representatives of the Company concerning the terms and conditions of the offering; (iv) that he/she/it has read in its entirety the Company's most recent Securities and Exchange Commission filings including our 2004 10KSB filed April 15, 2005 which includes the Company's risk factors, and fully understands the information contained therein; and

(v) that he/she/it understands those risk factors associated with an investment in the Subscription Shares which are specifically set forth in the CIM.

(e) The Subscriber acknowledges that the purchase price for the Subscription Shares has been established based on a valuation for the Company which bears no relationship to the assets or book value of the Company, or any other customary valuation criteria.

(f) The Subscriber represents (i) that he/she/it has not been the subject of any general solicitation by the Company, and (ii) that he/she/it knows of no general solicitation, including any general advertising, by the Company in connection with the sale of the Subscription Shares.

(g) The Subscriber acknowledges that this offering of Subscription Shares may involve tax consequences and that he/she/it has received no opinions or statements from the Company in respect of same. The Subscriber further acknowledges that he/she/it must retain his own professional advisors to evaluate the tax and other consequences of an investment in the Subscription Shares.

2.2 (a) The Subscriber acknowledges that this offering of the Subscription Shares has not been reviewed by the United States Securities and Exchange Commission (the "SEC") based on the Company's intention that it be a nonpublic offering conducted pursuant to exemption from the registration requirements of the Securities Act, specifically Rule 506 of Reg. D. The Subscriber acknowledges that the Subscription Shares have not been registered under the Securities Act, or the securities laws of any individual states, that the Subscription Shares are being purchased for investment purposes and not with a view to distribution or resale, nor with the intention of selling, transferring or otherwise disposing of all or any part of such Subscription Shares for any particular price, or at any particular time, or upon the happening of any particular event or circumstances, except in full compliance with all applicable provisions of the Securities Act, the rules and regulations promulgated by the SEC thereunder or in connection therewith, and applicable state securities laws. The Subscriber further acknowledges that the Subscription Shares must be held indefinitely unless they become registered under the Securities Act, or an exemption from such registration is available, and an opinion of counsel is furnished stating that registration is not required under the Securities Act or such state securities laws.

(b) The Subscriber is aware and understands that availability of the claimed exemption from registration under the Securities Act pursuant to which this offering is being conducted depends, in part, upon his/her/its investment intention. In this connection, the Subscriber is further aware and understands that it is the position of the SEC that the statutory basis for such exemption would not be present if his/her/its representation merely meant that his/her/its present intention was to hold such securities for a short period, such as the capital gains period under any tax statutes, for a deferred sale, for a market rise, assuming that a market is maintained, or for any other fixed period. The Subscriber is further aware and understands that, in the view of the SEC, a purchase now with an intent to resell (notwithstanding any registration rights granted in connection with such Subscription Shares) would represent a purchase with an intent inconsistent with his/her/its representation to the Company contained herein, and the SEC would likely regard such a sale or disposition as a deferred sale to which such exemptions are not available.

(c) The Subscriber understands that there is currently a very limited public market for the Subscription Shares. The Subscriber further understands that Rule 144 (the "Rule") promulgated under the Securities Act requires, among other conditions, a one (1) year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Securities Act. The Subscriber further understands and hereby acknowledges that, unless and until the Subscription Shares are registered, any determination to allow the Subscription Shares to be transferred out of the Subscriber's name shall be within the exclusive discretion of the Company, and shall only be permitted to the extent that an opinion of counsel to the Company has been obtained to the effect that neither the sale nor the proposed transfer would result in a violation of the Securities Act or of the applicable securities laws of any state or other jurisdiction.

(d) The Subscriber acknowledges that the certificates to be issued representing the Subscription Shares may bear a legend containing the following or similar words:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY OTHER SECURITIES LAWS. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE DISPOSED OF, OR OFFERED FOR TRANSFER, SALE OR OTHER DISPOSITION IN THE ABSENCE OF (i) AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE ACT, AND ANY OTHER APPLICABLE SECURITIES LAWS, OR (ii) THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND ANY OTHER APPLICABLE SECURITIES LAWS AS EVIDENCED BY AN OPINION OF COUNSEL TO THE COMPANY".

2.3 (a) The Subscriber agrees to indemnify and hold harmless the Company, and each of its officers, directors, agents and attorneys against any and all losses, claims, demands, liabilities and expenses (including reasonable legal or other expenses as such are incurred) incurred by the Company and/or any such individual which (a) arises out of or is based upon any untrue representation or other statement by the Subscriber of a material fact contained in this Subscription Agreement, or (b) arises out of or is based upon any breach by the Subscriber of any representation, warranty, agreement or covenant contained herein.

(b) The Subscriber agrees to indemnify and hold harmless the Company, and each of its officers, directors, agents and attorneys against any and all losses, claims, demands, liabilities and expenses incurred by the Company and/or any such individual in connection with the defending or investigating of any claims or liabilities, including reasonable legal or other expenses as such are incurred and whether or not resulting in any liability to the Company or such individual, to which any such indemnified party may become subject under the Securities Act, under any other statute, at common law or otherwise, insofar as such losses, claims, demands, liabilities and expenses (a) arise out of or are based upon any untrue representation or other statement of a material fact contained in this Subscription Agreement, or (b) arise out of or are based upon any breach by the Subscriber of any representation, warranty, agreement or covenant contained herein.

2.4 The Subscriber represents that the address furnished at the end of this Subscription Agreement is the address of Subscriber's principal residence.

2.5 The Subscriber acknowledges that at such time, if ever, as any of the Subscription Shares are registered, sales of such Subscription Shares will be subject to federal, state and other applicable securities laws, including those which may require that such securities be sold through a registered broker-dealer or in reliance upon an exemption from registration, and the Subscriber agrees and covenants to comply with all such applicable laws.

2.6 If the Subscriber is not a United States person, such Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Subscription Shares or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Subscription Shares, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Subscription Shares. Any such Subscriber's subscription and payment for, and its continued beneficial ownership of, any of the Subscription Shares will not violate any applicable securities or other laws of the Subscriber's non-U.S. jurisdiction.

2.7 The Subscriber agrees and covenants to execute and deliver all such further documents, agreements, and instruments, and take such other and further action, as may be reasonably requested by the Company to carry out the purposes and intent of, and any legal requirements associated with, this Subscription Agreement.

3. Representations, Agreements, and Covenants of the Company.

3.1 The Company hereby represents and warrants to the Subscriber as of the date hereof as follows:

(a) The Company is a corporation duly organized and existing under the laws of the State of Nevada, and has the power to conduct the business which it conducts.

(b) The acceptance, execution, and delivery of this Subscription Agreement by the Company shall have been duly approved by the board of directors of the Company, and all other actions required to authorize and effect the offer and sale of the Subscription Shares shall have been duly taken and approved.

(c) Upon issuance, the Subscription Shares shall be fully paid and non-assessable.

3.2 The Company covenants and agrees that it will use its reasonable best efforts to file with the SEC within 720 days of the effective date of this Subscription Agreement, and to cause to be declared effective thereafter, a resale registration statement which includes the Subscription Shares.

3.3 The Company covenants and agrees to refrain from disclosing the name, address, social security number (or federal tax identification number, as applicable) or any other information relating to the Subscriber, except as may be required by law, advised by counsel, or as otherwise reasonably necessary to conduct its business.

4. Miscellaneous.

4.1 Any notice, service of process, or other communication given hereunder shall be deemed sufficient if in writing and sent by registered or certified mail, return receipt requested, addressed to the Company at 12701 Commonwealth Drive, Suite 9, Fort Meyers, FL 33913, and to the Subscriber at his/her/its address indicated on the last page of this Subscription Agreement. Notices shall be deemed to have been given on the date of mailing, except notices of change of address, which shall be deemed to have been given when received. Either party may change its address for purposes hereof at any time or from time to time by providing notice in writing to the other party in accordance herewith, and any such newly designated address shall thereafter serve for purposes hereof in lieu of the address stated herein.

4.2 This Subscription Agreement shall not be changed, modified, or amended except through a writing signed by both the Company and the Subscriber.

4.3 This Subscription Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors, and/or assigns. This Subscription Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements, and understandings of any and every nature between them.

4.4 Notwithstanding the place where this Subscription Agreement may have been executed by either party, it is agreed that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Nevada without regard to principles of conflicts of laws. The parties hereby agree that any dispute that may arise between them arising out of or in connection with this Subscription Agreement shall be adjudicated before a court located in Lee County, Florida and they hereby submit to the exclusive jurisdiction of the courts of the State of Florida located in Fort Myers, Florida, and of the federal courts having jurisdiction in such district with respect to any action or legal proceeding commenced by either party, and irrevocably waive any objection they now or hereafter may have respecting the venue of any such action or proceeding brought in such a court or respecting the fact that such court is an inconvenient forum, relating to or arising out of this Subscription Agreement or any acts or omissions relating to the sale of the securities pursuant hereto.

4.5 This Subscription Agreement may be executed in counterparts. Upon the execution and delivery of this Subscription Agreement by the Subscriber, this Subscription Agreement shall become a binding obligation of the Subscriber with respect to the purchase of the Subscription Shares as herein provided, but shall only be binding upon the Company if and when executed by the Company.

4.6 The holding of any provision of this Subscription Agreement to be invalid or unenforceable by a court of competent jurisdiction shall not affect any other provision of this Subscription Agreement, which shall remain in full force and effect.

4.7 It is agreed that a waiver by either party of a breach of any provision of this Subscription Agreement shall not operate, or be construed, as a waiver of any subsequent or continuing breach by that same party.

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the day and year set forth in each case below.

Signature of Subscriber or Authorized Representative:

Subscription Accepted:

NEOGENOMICS, INC.
- A Nevada Corporation -

By: /s/ SKL Limited Family Partnership, LP
Name: SKL Limited Family Partnership, LP
[Title]: Redacted
Date: January 21, 2006

By: /s/ Robert Gasparini
Name: Robert P. Gasparini
Title:President
Date: January 21, 2006

Address (principal residence):

Redacted_____
_____
_____
_____

Social Security or Taxpayer Identification Number of Subscriber:
Redacted_____

Total Number of Common Shares Subscribed For: 2,000,000 @ $0.20/share totaling $400,000

[Neogenomics Logo]

NEOGENOMICS, INC
PRESS RELEASE

Investor Relations Contact:
NeoGenomics, Inc.
Mr. Steven Jones
(239) 598-0964
sjones@neogenomics.org

12701 Commonwealth Drive, Suite 9
Ft. Myers, FL 33913

FOR IMMEDIATE RELEASE

NeoGenomics, Inc. Announces New Equity Financing and Planned Amendments to its Credit Facility

Ft. Myers, Florida - January 26, 2006 - NeoGenomics, Inc. (NASD OTC BB: NGNM) today announced that it had reached agreements for up to $600,000 of new equity financing for the Company as well as planned amendments to its credit facility. As part of these agreements, a new investor to the Company has purchased 2.0 million restricted shares of the Company's common stock at a purchase price $0.20/share, which has resulted in $400,000 of new equity capital coming into the Company. This investor was also granted a warrant to purchase 900,000 shares of common stock at an exercise price of $0.26/share. As part of the equity agreements and planned credit facility amendment, the Company also granted the right to purchase an additional $200,000 of equity under the same terms by April 30, 2006 to Aspen Select Healthcare, LP ("Aspen") the Company's largest shareholder and creditor, provided that if Aspen elects not to exercise such rights, then the Company may make such shares available for purchase to the new investor.

Under the terms of the planned credit facility amendment, the Company and Aspen have agreed to extend the maturity date until September 30, 2007 and increase the availability of such credit facility by up to $200,000 in certain circumstances. In addition to other items, the planned amendment will provide the company with the ability to access up to $500,000 in secured vendor financing and/or lease arrangements.

Robert Gasparini, the Company's President, stated, "I am very pleased with this financing package. The equity components are at terms more favorable than the current market price of our stock and are with investors who have a long-term commitment to the Company. In addition, we believe the credit facility amendments will provide the flexibility to fuel further growth and expansion where it makes financial sense in lieu of issuing additional equity."

Mr. Gasparini added, "Operationally, the Company is doing great. We are experiencing very strong growth across the board in all our core testing services. While we are still completing our year-end audit and won't be releasing our 2005 fourth quarter and fiscal year financial results until late February or early March, I can report that after a record Q2 and Q3, our testing volumes increased another 23% in the fourth quarter of 2005 from the third quarter. In addition, we are experiencing very strong growth this month and expect that our testing volumes will increase another 15-20% sequentially from December. Given our current momentum, we anticipate that we will be profitable on a monthly basis by the end of the first quarter, and we believe this will be the final financing package for our current business plan."

A more complete description of the terms of these financings is included with the Company's report on Form 8-K, which was filed with the SEC yesterday.

About NeoGenomics, Inc.

NeoGenomics, Inc. is a clinical laboratory that offers genetic and molecular cancer diagnostic testing services. NeoGenomics is headquartered in Fort Myers, FL and services the needs of the oncologists, pathologists and hospitals throughout the United States. For additional information about NeoGenomics, please visit our website at www.neogenomics.org.

Forward Looking Statements

Except for historical information, all of the statements, expectations and assumptions contained in the foregoing are forward-looking statements. These forward looking statements involve a number of risks and uncertainties that could cause actual future results to differ materially from those anticipated in the forward looking statements, including, but not limited to, the Company has incurred significant losses since its inception and has experienced negative operating margins and negative cash flows from operations, any adverse effect or limitations caused by governmental regulations, the company's ability to attract and retain qualified personnel, to initiate and develop client relationships, to gain market acceptance of service offerings, as well as other risks described from time to time in the company's filings with the Securities and Exchange Commission. Although the Company has used its best efforts to be accurate in making those forward-looking statements, there can be no assurance that the assumptions made by management will materialize. In addition, the information set forth in the Company's Form 10-KSB for the fiscal year ended December 31, 2004, describes certain additional risks and uncertainties that could cause actual results to vary materially from the future results covered in such forward-looking statements. The Company undertakes no obligation to publicly revise or update the forward looking statements to reflect new information, subsequent events or otherwise.