

As filed with the Securities and Exchange Commission on December 5, 2022

Registration No. 333-_____

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

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

NEOGENOMICS, INC.
(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction of
incorporation or organization)

74-2897368
(I.R.S. Employer
Identification No.)

9490 NeoGenomics Way
Fort Myers, Florida
(Address of Principal Executive Offices)

33912
(Zip Code)

NeoGenomics, Inc. Stand-Alone Inducement Restricted Stock Agreement
NeoGenomics, Inc. Stand-Alone Inducement Stock Option Agreement
(Full title of the plan)

Christopher M. Smith
Director and Chief Executive Officer
9490 NeoGenomics Way
Fort Myers, Florida 33912
Telephone: (239) 768-0600
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an "emerging growth company". See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Non-accelerated filer ☐

Accelerated filer ☐

(Do not check if a smaller reporting company)

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by checkmark if the registrant has not elected to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents have been previously filed by NeoGenomics, Inc. (the "Company") with the Securities and Exchange Commission (the "SEC") and are hereby incorporated by reference into this registration statement and shall be deemed a part hereof:

- (a) The Annual Report of the Company on Form 10-K for the fiscal year ended December 31, 2021, filed with the SEC on February 25, 2022;
- (b) The Quarterly Reports of the Company on Form 10-Q for the quarters ended March 31, 2022, June 30, 2022 and September 30, 2022, filed with the SEC on May 9, 2022, August 9, 2022 and November 8, 2022, respectively;
- (c) our Current Reports on Form 8-K filed with the SEC on January 19, 2022, March 9, 2022, March 28, 2022, April 25, 2022, May 6, 2022, May 11, 2022 (as amended by that Form 8-K/A filed with the SEC on July 18, 2022), June 3, 2022, July 21, 2022, August 12, 2022, October 20, 2022, November 7, 2022 (other than any exhibits furnished thereon), and November 18, 2022;
- (d) The description of our Common Stock contained in the registration statement on Form 8-A (Registration No. 000-54384), filed with the SEC under Section 12(g) of the Exchange Act on May 2, 2011, as updated by the description of our Common Stock set forth in the Prospectus Supplement to our Registration Statement No. 333-186067 filed with the SEC pursuant to Rule 424(b)(5) on February 28, 2013, and any amendment or report filed with the SEC for the purpose of updating the description; and

All reports and other documents subsequently filed by the registrant pursuant to sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, except for information furnished under Item 2.02 or 7.01 of Current Report on Form 8-K, or exhibits related thereto, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this registration statement from the date of the filing of such reports and documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this Registration Statement shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement. Any Current Report on Form 8-K that is furnished to the SEC but not filed with the SEC is not deemed incorporated by reference into this Registration Statement.

Item 4. Description of Securities.

The Common Stock being registered hereunder has been registered pursuant to Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers.

Subsection (1) of Section 78.7502 of the Nevada General Corporation Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgment, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit, or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be

in or not opposed to be the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Subsection (2) of Section 78.7502 of the Nevada General Corporation Law empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in favor by reason of the fact that such person acted in any of the capacities set forth in subsection (1) enumerated above, against expenses (including amounts paid in settlement and attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation except that no indemnification may be made in respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which such action or suit was brought determines that in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which the court shall deem proper.

Subsection (3) of Section 78.7502 of the Nevada General Corporation Law provides that to the extent a director, officer, employee, or agent of a corporation has been successful in the defense of any action, suit, or proceeding referred to in subsection (1) and (2) or in the defense of any claim, issue, or matter therein, that person shall be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him or her in connection therein.

Our Articles of Incorporation provides that, to the fullest extent that limitations on the liability of directors and officers are permitted by the Nevada Revised Statutes, no director or officer of the Company shall have any liability to the Company or its stockholders for monetary damages. The Nevada Revised Statutes provide that a corporation's charter may include a provision which restricts or limits the liability of its directors or officers to the corporation or its stockholders for money damages except: (1) to the extent that it is provided that the person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding. Our articles of incorporation and bylaws provide that we shall indemnify and advance expenses to our currently acting and former directors to the fullest extent permitted by the Nevada Revised Statutes and that we shall indemnify and advance expenses to our officers to the same extent as our directors and to such further extent as is consistent with law.

The articles and bylaws provide that we will indemnify our directors and officers and may indemnify its employees or agents to the fullest extent permitted by law against liabilities and expenses incurred in connection with litigation in which they may be involved because of their offices with us. However, nothing in our articles of incorporation or bylaws protects or indemnifies a director, officer, employee or agent against any liability to which he would otherwise be subject by reason of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. To the extent that a director has been successful in defense of any proceeding, the Nevada Revised Statutes provide that he shall be indemnified against reasonable expenses incurred in connection therewith.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC such indemnification is against public policy and is, therefore, unenforceable.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description of Exhibit
5.1	Opinion of Snell & Wilmer, L.L.P.
23.1	Consent of Deloitte & Touche LLP
23.2	Consent of Snell & Wilmer, L.L.P. (incorporated from Exhibit 5.1)
24.1	Power of Attorney (included on signature page hereto)
99.1	Form of Stand-Alone Inducement Restricted Stock Agreement
99.2	Form of Stand-Alone Inducement Stock Option Agreement
107	Filing Fee Table

Item 9. Undertakings

1. The undersigned registrant hereby undertakes:

(a) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(i) and (a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(b) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

2. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered herein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or

controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Myers, State of Florida, as of the 5th day of December 2022.

NEOGENOMICS, INC.

By: /s/ Christopher M. Smith

Name: Christopher M. Smith

Title: Director and Chief Executive Officer

POWER OF ATTORNEY

We, the undersigned officers and directors of NeoGenomics, Inc., do hereby constitute and appoint Christopher M. Smith our true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for his and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement, and to file the same, with exhibits thereto, and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite are necessary to be done in and about the premises, as fully to all intents and purposes as she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated below:

Signatures	Title(s)	Date
<u>/s/ Christopher M. Smith</u> Christopher M. Smith	Director and Chief Executive Officer (Principal Executive Officer)	December 5, 2022
<u>/s/ William B. Bonello</u> William B. Bonello	Chief Financial Officer (Principal Financial Officer)	December 5, 2022
<u>/s/ Cynthia J. Dieter</u> Cynthia J. Dieter	Chief Accounting Officer (Principal Accounting Officer)	December 5, 2022
<u>/s/ Lynn A. Tetrault</u> Lynn A. Tetrault	Chair of the Board	December 5, 2022
<u>/s/ Bruce K. Crowther</u> Bruce K. Crowther	Director	December 5, 2022
<u>/s/ David J. Daly</u> David J. Daly	Director	December 5, 2022
<u>/s/ Alison L. Hannah</u> Alison L. Hannah	Director	December 5, 2022
<u>/s/ Stephen M. Kanovsky</u> Stephen M. Kanovsky	Director	December 5, 2022
<u>/s/ Michael A. Kelly</u> Michael A. Kelly	Director	December 5, 2022
<u>/s/ David B. Perez</u> David B. Perez	Director	December 5, 2022
<u>/s/ Rachel A. Stahler</u> Rachel A. Stahler	Director	December 5, 2022

Calculation of Filing Fee Table

Form S-8
(Form Type)

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

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)(2)	Proposed Maximum Offering Price per Share (3)	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, \$0.001 par value per Share (the "Common Stock"), reserved for issuance pursuant to the NeoGenomics, Inc. Stand-Alone Inducement Restricted Stock Agreement (the "RSA")	Rule 457(c) and Rule 457(h)	133,809	\$11.25	\$1,505,351	0.0001102	\$165.89
Equity	Common Stock, \$0.001 par value per Share (the "Common Stock"), reserved for issuance pursuant to the NeoGenomics, Inc. Stand-Alone Inducement Stock Option Agreement (the "Option Award", and together with the RSA, the "Awards")	Rule 457(c) and Rule 457(h)	249,169	\$11.25	\$2,803,151	0.0001102	\$308.91
Total Offering Amounts					\$4,308,502		\$474.80
Total Fee Offsets							\$ —
Net Fee Due							\$474.80

- (1) In accordance with Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement on Form S-8 (the "Registration Statement") shall be deemed to cover any additional shares of Common Stock, \$0.001 par value per share of NeoGenomics, Inc. (the "Company") that become issuable under the awards set forth herein by reason of any stock dividend, stock split, recapitalization, or other similar transaction effected that results in an increase to the number of outstanding shares of Registrant's Common stock.
- (2) Consists of approximate amount of shares of the Registrant's Common Stock underlying the Awards, which will be granted to the Registrant's Chief Financial Officer, as an inducement material to his acceptance of employment with the Registrant.
- (3) Estimated in accordance with Rules 457(c) and 457(h) of the Securities Act based on the average of the high and low sale prices of the Common Stock as reported on the Nasdaq Global Market on December 2, 2022.

Snell & Wilmer

50 WEST LIBERTY STREET
SUITE 510
RENO, NV 89501
775.785.5440 P
775.785.5441 F

December 5, 2022

NeoGenomics, Inc.
9490 NeoGenomics Way
Fort Myers, Florida 33912

Re: Form S-8

Ladies and Gentlemen:

We have acted as your special counsel in connection with the registration statement to be filed December 5, 2022, on Form S-8 (the "Registration Statement") by NeoGenomics, Inc., a Nevada corporation (the "Company"), with the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), for the registration of (i) 133,809 shares of the Company's common stock, par value \$0.001 per share, which are issuable or may be issued pursuant to the Restricted Stock Agreement between the Company and Jeff Sherman (the "Stock Agreement") and (ii) 249,169 shares of the Company's common stock, par value \$0.001 per share, which are subject to outstanding stock options awards under the Stock Option Agreement between the Company and Jeff Sherman (the "Option Agreement"). The shares of common stock registered under the Registration Statement are collectively referred to in this letter as the "Shares".

You have requested our opinion as to the matters set forth below in connection with the Registration Statement. For purposes of rendering this opinion, we have examined the Registration Statement, the Stock Agreement, the Option Agreement, the Company's articles of incorporation, as amended, and bylaws, as amended, the minutes of the November 18, 2022, special meeting of the Company's Culture and Compensation Committee, and the unanimous board consent dated December 2, 2022, and we have made such other investigation as we have deemed appropriate. We have examined and relied upon certificates of public officials and, as to certain matters of fact that are material to our opinion, we have also relied upon certificates made by officers of the Company. In rendering our opinion, in addition to the assumptions that are customary in opinion letters of this kind, we have assumed the genuineness of signatures on the documents we have examined, the legal capacity and authority of the persons signing the documents we have examined, the conformity to authentic documents of all documents submitted to us as copies, and that the Company will have sufficient authorized and unissued shares of common stock available with respect to any of the Shares issued after the date of this letter. We have not verified any of these assumptions.

This opinion is rendered as of the date of this letter and is limited to matters of Nevada corporate law, including applicable provisions of the Nevada Constitution and reported judicial

ALBUQUERQUE BOISE DALLAS DENVER LAS VEGAS LOS ANGELES LOS CABOS ORANGE COUNTY
PHOENIX PORTLAND RENO SALT LAKE CITY SAN DIEGO SEATTLE TUCSON WASHINGTON, D.C.

Snell & Wilmer

NeoGenomics, Inc.

December 5, 2022

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decisions interpreting those laws. We express no opinion as to the laws of any other state, the federal law of the United States, or the effect of any federal or state securities laws.

Based upon and subject to the foregoing, it is our opinion that the Shares were duly authorized for issuance by the Company and, when awarded and issued pursuant to the terms of the Stock Agreement or Option Agreement, will be validly issued, fully paid, and nonassessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement. In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations under such act.

Very truly yours,

/s/ Snell & Wilmer LLP

Snell & Wilmer L.L.P.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated February 25, 2022, relating to the consolidated financial statements of NeoGenomics, Inc. and subsidiaries and the effectiveness of NeoGenomics, Inc. and subsidiaries' internal control over financial reporting, appearing in the Annual Report on Form 10-K of NeoGenomics, Inc. for the year ended December 31, 2021.

/s/ Deloitte & Touche LLP

San Diego, California
December 5, 2022

**NEOGENOMICS, INC.
RESTRICTED STOCK AGREEMENT**

THIS RESTRICTED STOCK AGREEMENT (this "Agreement") is by and between NeoGenomics, Inc., a Nevada corporation (the "Company") and Jeff Sherman (the "Participant") as of December 5, 2022.

WHEREAS, to provide an incentive to Participant to focus on long-term Company performance, the Company desires to grant shares of the Company's Common Stock to Participant subject to vesting and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (i) **"Board"** means the Board of Directors of the Company, or a designee of the Board of Directors.
- (ii) **"Code"** means the Internal Revenue Code of 1986, as amended.
- (iii) **"Common Stock"** means the common stock, \$0.001 par value, of the Company.
- (iv) **"Cause"** shall be as defined in the Employment Agreement, entered into as of December 5, 2022, by and between the Company and Participant.
- (v) **"Change in Control"** shall mean the occurrence of any of the following events:
 - (A) any "person" or "group" (as defined in Section 13(d) and 14(d) of the Exchange Act) together with their affiliates become the ultimate "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act) of voting stock of the Company representing more than fifty percent (50%) of the voting power of the total voting stock of the Company;
 - (B) the consummation of a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or a consolidation which would result in the voting stock of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or the parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity or the parent thereof, outstanding immediately after such merger or consolidation;
 - (C) the stockholders of the Company approve a plan of complete liquidation or winding up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or
 - (D) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new member of the Board (other than a member of the Board designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (A), (B), or (C) of this definition of "Change in Control") whose election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the members of the Board at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof.
- (vi) **"Disability"** shall have the meaning given that term by the group disability insurance, if any, maintained by the Company for its employees or otherwise shall mean the complete inability of the Participant, with or without a reasonable accommodation, to perform his duties with the Company or any Subsidiary on a full-time basis as a result of physical or mental illness or personal injury

he or she has incurred, as determined by an independent physician selected with the approval of the Company or any Subsidiary and the Participant.

(vii) **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

(viii) **"Fair Market Value"** means: (i) if the Common Stock is listed on a national securities exchange or traded in the over-the-counter market and sales prices are regularly reported for the Common Stock, the closing or last price of the Common Stock on the trading day immediately preceding the applicable date; (ii) if there are no reported sales of the Common Stock or if sales prices are not regularly reported for the Common Stock for the day referred to in clause (i), and if bid and asked prices for the Common Stock are regularly reported, the mean between the bid and the asked price for the Common Stock at the close of trading on the trading day immediately preceding the applicable date; and (iii) if the Common Stock is neither listed on a national securities exchange nor traded in the over-the-counter market, such value as the Board, in good faith, shall determine (but in any event not less than fair market value within the meaning of Section 409A of the Code, and any regulations and other guidance thereunder).

(ix) **"Good Reason"** shall be as defined in the Employment Agreement, entered into as of December 5, 2022, by and between the Company and Participant.

(x) **"Separation from Service"** means the termination of Participant's employment or other service relationship with the Company and its Subsidiaries.

(xi) **"Subsidiary"** means a company, domestic or foreign, of which not less than 50% of the total voting power is held by the Company or by a Subsidiary, whether or not such company now exists or is hereafter organized or acquired by the Company or by a Subsidiary.

2. Grant of Restricted Stock.

(i) As of the date first written above (the "Grant Date"), the Company grants to the Participant 133,809 shares of the Company's Common Stock subject to vesting and subject to the terms and conditions set forth in this Agreement (the "Restricted Stock"). If and to the extent that the restrictions set forth in Section 3 expire without forfeiture of the Restricted Stock, and upon satisfaction of all other applicable conditions as to the Restricted Stock, such shares will no longer be considered Restricted Stock for purposes of this Agreement.

(ii) The Participant must accept the terms of this Agreement by returning a signed copy to the Company within 60 days after the Agreement is presented to Participant for review.

(iii) As soon as practicable after the Grant Date, the Company will direct that a stock certificate or certificates representing the Restricted Stock be registered in Participant's name. Such certificate(s) will be held in the custody of the Company or its designee until the expiration of the Restricted Period (as defined in Section 4 below). Upon the request of the Company, the Participant will be required to deliver to the Company one or more stock powers endorsed in blank relating to the Restricted Stock.

(iv) If a certificate for the Restricted Stock is delivered to the Participant, the certificate may bear the following or a similar legend as determined by the Company (as well as any legends required by applicable state and federal corporate and securities laws):

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. THESE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION UNDER THE ACT AND QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR WITHOUT AN OPINION OF

COUNSEL ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED."

(v) In addition, any stock certificates for the Restricted Stock will be subject to any stop-transfer orders and other restrictions as the Company may deem advisable under the rules, regulations, and other requirements of the Securities and Exchange Commission, any securities exchange or similar entity upon which the Common Stock is then listed, and any applicable federal or state securities law, and the Company may cause a legend or legends to be placed on any certificates to make appropriate reference to these restrictions.

(vi) Any issuance of Common Stock under this Agreement may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

3. Restrictions.

(i) Participant will have all rights and privileges of a Stockholder as to the Restricted Stock, including the right to vote and receive dividends, except that the following restrictions will apply:

(A) Participant will not be entitled to delivery of any stock certificates for the Restricted Stock until the expiration of the Restricted Period (if at all), and upon the satisfaction of all other terms;

(B) Participant may not sell, transfer (other than by will or the laws of descent and distribution), assign, pledge, or otherwise encumber or dispose of the Restricted Stock during the Restricted Period; and

(C) Participant will forfeit all of the Restricted Stock and all of Participant's rights under the Restricted Stock will terminate in their entirety on the terms set forth in Section 5 below.

(ii) Any attempt to dispose of the Restricted Stock or any interest in the Restricted Stock in a manner contrary to the terms of this Agreement will be void and of no effect.

4. Vesting.

(i) Subject to Section 5, 44,603 shares of Restricted Stock will vest and cease to be subject to the restrictions in Section 3, in accordance with the schedule set forth below, if the Participant is actively employed by the Company on such vesting date:

<u>Shares of Restricted Stock to Vest</u>	<u>Date</u>
11,150	December 7, 2023
11,151	December 7, 2024
11,151	December 7, 2025
11,151	December 7, 2026
If the number of shares of Restricted Stock vesting is a fractional number, the number vesting will be rounded down to the nearest whole number, with any fractional portion carried forward.	

(ii) Subject to Section 5, 89,206 shares of Restricted Stock will vest and cease to be subject to the restrictions in Section 3, in accordance with the schedule set forth below if both (1) the

Participant is actively employed by the Company on such vesting date and (2) the Company achieves an absolute total stockholder return of at least 20% for the period commencing December 7, 2022 and ending December 6, 2023 (the "Absolute TSR Goal"):

<u>Shares of Restricted Stock to Vest</u>	<u>Date</u>
22,301	December 7, 2023
22,301	December 7, 2024
22,302	December 7, 2025
22,302	December 7, 2026
If the number of shares of Restricted Stock vesting is a fractional number, the number vesting will be rounded down to the nearest whole number, with any fractional portion carried forward.	

For purposes of this Section 4(ii), the Company in its sole discretion shall determine whether the Absolute TSR Goal has been achieved by calculating the stock price appreciation from December 7, 2022 through December 6, 2023 (the "Performance Period"), including dividends paid per share during the Performance Period, and adjusting such calculation for any stock splits or similar changes in capital structure. For purposes of determining whether the Absolute TSR Goal has been achieved, the Company's stock price at the beginning of the Performance Period will be the closing price of a share of common stock of the Company on December 7, 2022, and the Company's stock price at the end of the Performance Period will be the average price of a share of common stock of the Company over the 30 calendar days ending December 6, 2023. For the avoidance of doubt, if the Absolute TSR Goal is not achieved as of December 6, 2023, no shares of Restricted Stock shall become vested under this Section 4(ii) even if the Participant is actively employed by the Company on the vesting date set forth in this Section 4(ii).

(iii) The "Restricted Period" is the period beginning on the Grant Date and ending on the date the Restricted Stock, or such applicable portion of the Restricted Stock, is deemed vested under the terms set forth in this Section 4.

5. Forfeiture. Notwithstanding the foregoing, if, during the Restricted Period, (i) Participant has a Separation from Service, except as otherwise provided below, (ii) Participant materially breaches this Agreement, or (iii) Participant fails to meet the tax withholding obligations described in Section 7 below, all of Participant's rights to any Restricted Stock will terminate immediately and be forfeited in their entirety. In addition, if the Absolute TSR Goal is not achieved as of December 6, 2023, all 89,206 shares of Restricted Stock subject to vesting under Section 4(ii) shall terminate immediately as of December 6, 2023 and be forfeited in their entirety. In the event of any forfeiture under this Section 5, the certificate or certificates representing the forfeited Restricted Stock (if certificated) shall be canceled to the extent of any Restricted Stock that was forfeited.

(i) Treatment upon Separation from Service. If Participant has a Separation from Service for any reason other than as specified in subparagraphs (A) or (B) below, any shares of Restricted Stock that were not already earned and vested as of the date of the Separation from Service shall be immediately canceled and forfeited as of the date of the Separation from Service and shall be returned to the Company.

(A) Death or Disability. If Participant has a Separation from Service due to death or Disability, any unearned shares of Restricted Stock shall become immediately earned and vested as of the date of such Separation from Service.

(B) Change in Control. If (1) a Change in Control occurs, and (2) on or after the Change in Control and on or before the first anniversary of the Change in Control either (i) Participant

has a Separation from Service by action of the Company or Participant's employing Subsidiary for any reason other than Cause (excluding due to death or Disability) or (ii) Participant has a Separation from Service for Good Reason, then any unearned shares of Restricted Stock shall become immediately earned and vested as of the date of such Separation from Service.

(ii) With respect to all shares of Restricted Stock that are forfeited, the Participant will have no further rights as a stockholder from and after the date of forfeiture. The Participant agrees that forfeited shares of Restricted Stock will be deemed canceled and returned to the treasury of the Company and that the Participant will have no further incidents of ownership, including no right to receive dividends or other distributions with respect to forfeited shares.

6. Compensation Committee. The Compensation Committee of the Board (the "Committee") shall have authority in its discretion to interpret the provisions of this Agreement and to decide all questions of fact arising in its application. The Participant hereby agrees that all decisions made by the Committee pursuant to provisions of this Agreement shall be final and binding.

7. Tax Liability and Withholding.

(i) The Company's obligations hereunder shall be subject to applicable foreign, federal, state and local withholding tax requirements. Foreign, federal, state and local withholding tax due in connection with the grant of Restricted Stock under this Agreement may be paid in cash or shares of Common Stock (either through the surrender of already-owned shares of Common Stock that the Participant has held for the period required to avoid a charge to the Company's reported earnings or the withholding of shares of Common Stock otherwise issuable to Participant pursuant to this Agreement) having a Fair Market Value equal to the required withholding and upon such other terms and conditions as the Board shall determine; provided, however, the Board, in its sole discretion, may require that such taxes be paid in cash; and provided, further, any election by a Participant subject to Section 16 of the Exchange Act to pay his or her withholding tax in shares of Common Stock shall be subject to and must comply with the rules promulgated under Section 16 of the Exchange Act.

(ii) Regardless of any action the Company may take that is related to any or all income tax, payroll tax, or other tax-related withholding ("**Tax-Related Items**"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is owed by the Participant and will remain the Participant's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items and (ii) does not commit to structure the terms of this Agreement to reduce or eliminate the Participant's liability for Tax-Related Items.

(iii) Prior to vesting of the Restricted Stock, the Participant will pay or make adequate arrangements satisfactory to the Company to satisfy all withholding obligations of the Company.

8. Section 83(b) Election. The Participant hereby acknowledges that the Participant has been informed that, with respect to the grant of the Restricted Stock, an election under Code Section 83(b) (a "**Section 83(b) Election**") may be filed electing pursuant to Code Section 83(b), to be taxed currently on the Fair Market Value of the Restricted Stock as of the Grant Date (if at all). Any such election must be made within thirty (30) days after the Grant Date. If the Participant elects to make a Section 83(b) Election, Participant agrees to provide the Company with a copy of an executed version and satisfactory evidence of the filing of the executed Section 83(b) Election with the U.S. Internal Revenue Service. PARTICIPANT ACKNOWLEDGES THAT IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY TO FILE THE ELECTION UNDER CODE SECTION 83(b) TIMELY, AND THAT THE COMPANY HAS NO OBLIGATIONS WITH RESPECT TO FILING SUCH ELECTION.

9. Securities Law Requirements. No shares of Common Stock shall be issued under this Agreement unless and until:

(i) The Common Stock has been registered under the Securities Act of 1933, as amended (the "**Act**"), or the Company has determined that an exemption from the registration requirements under the Act is available or the registration requirements of the Act do not apply to such exercise or payment;

(ii) The Company has determined that all applicable listing requirements of any stock exchange or quotation system on which the Common Stock is listed have been satisfied; and

(iii) The Company has determined that any other applicable provisions of state or Federal law, including without limitation applicable state securities laws, have been satisfied.

10. Bound by Agreement. By executing this Agreement, the Participant acknowledges and agrees to be irrevocably bound by the terms of the Agreement and further agrees that that the decision to participate in this Agreement is completely voluntary.

11. Adjustments. In the event of any change in the outstanding shares of Common Stock, without the receipt of consideration by the Company, by reason of a stock dividend, stock split, reverse stock split or distribution, recapitalization, merger, reorganization, reclassification, consolidation, split-up, spin-off, combination of shares, exchange of shares or other change in corporate structure affecting the Common Stock and not involving the receipt of consideration by the Company, the Committee shall make appropriate and equitable adjustments in the aggregate number of shares of Common Stock covered by this Agreement.

12. Merger or Asset Sale. Upon the effectiveness of (i) a merger, reorganization or consolidation between the Company and another person or entity (other than a holding company or a subsidiary or parent company of the Company) as a result of which the holders of the Company's outstanding voting stock immediately prior to the transaction hold less than a majority of the outstanding voting stock of the surviving entity immediately after the transaction, or (ii) the sale of all or substantially all of the assets of the Company to an unrelated person or entity (in each case, a "Transaction"), unless provision is made in connection with, and by the parties subject to, the Transaction for (x) the assumption of all outstanding equity awards, or (y) the substitution of any such award with new awards of the successor entity or parent thereof, with appropriate and equitable adjustment as to the number of kind of shares and, if appropriate, the per share exercise prices, or (z) the equitable settlement of such equity awards in cash or cash equivalents (i.e. "cash out" provision), this Agreement and the award of Restricted Stock hereunder, shall terminate. In the Board's sole discretion, the vesting of the Restricted Stock may be accelerated.

13. Miscellaneous.

(a) Notices. Any notice that may be required or permitted under this Agreement must be in writing and may be delivered personally, by intraoffice mail, or by electronic mail or via a postal service (postage prepaid) to the electronic mail or postal address and directed to the person as the receiving party may designate in writing from time to time.

(b) Waiver. The waiver by any party to this Agreement of a breach of any provision of the Agreement will not operate or be construed as a waiver of any other or subsequent breach.

(c) Entire Agreement. This Agreement constitutes the entire agreement of the Participant and the Company related to the Restricted Stock. No modification of or amendment to this Agreement will be effective unless in writing signed by the parties to this Agreement.

(d) Binding Effect; Successors. The obligations and rights of the Company under this Agreement will be binding upon and inure to the benefit of the Company and any successor corporation or organization resulting from the merger, consolidation, sale, or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Participant's obligations and rights under this Agreement will be binding upon and inure to Participant's benefit and the benefit of Participant's beneficiaries, executors, administrators, heirs, and successors.

(e) Governing Law; Consent to Jurisdiction; Consent to Venue; Service of Process. This Agreement will be construed and interpreted in accordance with the internal laws of the State of Nevada without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Nevada. For purposes of resolving any dispute that arises directly or indirectly from the relationship of the parties

evidenced by this Agreement, you hereby submit to and consent to the exclusive jurisdiction of the State of Florida and agree that any related litigation must be conducted solely in the courts of Lee County, Florida or the federal courts for the United States for the Middle District of Florida, where this Agreement is made and/or to be performed, and no other courts. You may be served with process in any manner permitted under State of Florida law, or by United States registered or certified mail, return receipt requested.

(f) Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement, and each other provision will be severable and enforceable to the extent permitted by law.

(g) No Rights to Service. Nothing in this Agreement will be construed as giving Participant any right to be retained in any position with the Company or its affiliates. Nothing in this Agreement will interfere with or restrict the rights of the Company or its affiliates which are expressly reserved to remove, terminate, or discharge Participant at any time for any reason whatsoever or for no reason, subject to the Company's certificate of incorporation, bylaws, and other similar governing documents and applicable law.

(h) Section 409A. The Restricted Stock is intended to be exempt from (or in the alternative to comply with) Section 409A of the Code ("**Section 409A**") to the extent subject thereto, and this Agreement will be administered and interpreted consistently with that intent. This paragraph will not be construed as a guarantee of any particular tax effect regarding the Restricted Stock and the Company does not guarantee that any such benefits will satisfy the provisions of Section 409A or any other provision of the Code. Neither the Company nor the Board have any obligation to take any action to prevent the assessment of any additional tax or penalty on Participant under Section 409A and neither the Company nor the Board will have any liability to Participant for such tax or penalty.

(i) Further Assurances. Participant agrees to, upon request of the Company or the Board, do all acts and execute, deliver, and perform all additional documents, instruments, and agreements that may be reasonably required by the Company or the Board to implement the provisions and purposes of this Agreement.

(j) Clawback. Notwithstanding any other provision of this Agreement to the contrary, if the Board determines that the Company is required to restate its financial statements due to material noncompliance with any financial reporting requirement under the law, whether such noncompliance is the result of misconduct or other circumstances, the Participant shall be required to reimburse the Company for any amounts earned or payable with respect to the Restricted Stock to the extent required by and otherwise in accordance with applicable law and any Company policies adopted or implemented by the Board from time to time.

[Remainder of page left intentionally blank; signature page follows]

The parties have executed this Agreement as of the date first set forth above.

NeoGenomics, Inc.

By: */s/ Chris Smith*

Name: Chris Smith

Title: Chief Executive Officer

Address: 9490 NeoGenomics Way Fort Myers, FL, 33912

Jeff Sherman

By: */s/ Jeffrey S. Sherman*

Name: Jeffrey S. Sherman

Title: Chief Financial Officer

Address:

**NEOGENOMICS, INC.
STOCK OPTION AGREEMENT**

THIS STOCK OPTION AGREEMENT (this "Agreement") is by and between NeoGenomics, Inc., a Nevada corporation (the "Company") and Jeff Sherman (the "Participant") as of December 5, 2022.

WHEREAS, to provide an incentive to Participant to focus on long-term Company performance, the Company desires to grant a Non-Qualified Stock Option to purchase shares of the Company's Common Stock to Participant at the exercise price and in accordance with the vesting schedule and terms and conditions set forth in this Agreement;

NOW, THEREFORE, the parties, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

- (i) "**Act**" means the Securities Act of 1933, as amended.
- (ii) "**Board**" means the Board of Directors of the Company, or a designee of the Board of Directors.
- (iii) "**Code**" means the Internal Revenue Code of 1986, as amended.
- (iv) "**Common Stock**" means the common stock, \$0.001 par value, of the Company.
- (v) "**Cause**" shall be as defined in the Employment Agreement, entered into as of December 5, 2022, by and between the Company and Participant.
- (vi) "**Change in Control**" shall mean the occurrence of any of the following events:

(A) any "person" or "group" (as defined in Section 13(d) and 14(d) of the Exchange Act) together with their affiliates become the ultimate "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act) of voting stock of the Company representing more than fifty percent (50%) of the voting power of the total voting stock of the Company;

(B) the consummation of a merger or consolidation of the Company with any other corporation or entity regardless of which entity is the survivor, other than a merger or a consolidation which would result in the voting stock of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or being converted into voting securities of the surviving entity or the parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the Company or such surviving entity or the parent thereof, outstanding immediately after such merger or consolidation;

(C) the stockholders of the Company approve a plan of complete liquidation or winding up of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(D) during any period of two (2) consecutive years, individuals who at the beginning of such period constitute the Board, and any new member of the Board (other than a member of the Board designated by a person who has entered into an agreement with the Company to effect a transaction described in subsections (A), (B), or (C) of this definition of "Change in Control") whose election by the Company's shareholders was approved by a vote of at least two-thirds (2/3) of the members of the Board at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority thereof.

(vii) "**Disability**" shall have the meaning given that term by the group disability insurance, if any, maintained by the Company for its employees or otherwise shall mean the complete

inability of the Participant, with or without a reasonable accommodation, to perform his duties with the Company or any Subsidiary on a full-time basis as a result of physical or mental illness or personal injury he or she has incurred, as determined by an independent physician selected with the approval of the Company or any Subsidiary and the Participant.

(viii) **"Exchange Act"** means the Securities Exchange Act of 1934, as amended.

(ix) **"Fair Market Value"** means: (i) if the Common Stock is listed on a national securities exchange or traded in the over-the-counter market and sales prices are regularly reported for the Common Stock, the closing or last price of the Common Stock on the trading day immediately preceding the applicable date; (ii) if there are no reported sales of the Common Stock or if sales prices are not regularly reported for the Common Stock for the day referred to in clause (i), and if bid and asked prices for the Common Stock are regularly reported, the mean between the bid and the asked price for the Common Stock at the close of trading on the trading day immediately preceding the applicable date; and (iii) if the Common Stock is neither listed on a national securities exchange nor traded in the over-the-counter market, such value as the Board, in good faith, shall determine (but in any event not less than fair market value within the meaning of Section 409A of the Code, and any regulations and other guidance thereunder).

(x) **"Good Reason"** shall be as defined in the Employment Agreement, entered into as of December 5, 2022, by and between the Company and Participant.

(xi) **"Non-Qualified Stock Option"** means a stock option which is not an "incentive stock option" within the meaning of Section 422 of the Code.

(xii) **"Separation from Service"** means the termination of Participant's employment or other service relationship with the Company and its Subsidiaries.

(xiii) **"Subsidiary"** means a company, domestic or foreign, of which not less than 50% of the total voting power is held by the Company or by a Subsidiary, whether or not such company now exists or is hereafter organized or acquired by the Company or by a Subsidiary.

2. Grant of Stock Option

(i) As of the date first written above (the **"Grant Date"**) the Company grants to the Participant a Non-Qualified Stock Option to purchase 249,169 of the Company's Common Stock (the **"Option"**) at an exercise price of \$11.62 per share (**"Exercise Price"**).

(ii) The number of shares of Common Stock subject to your Stock Option and the exercise price per share referenced above may be adjusted from time to time for capitalization adjustments.

(iii) The Participant must accept the terms of this Agreement by returning a signed copy to the Company within 60 days after the Agreement is presented to Participant for review.

3. Vesting. The Option shall vest and become exercisable in accordance with the schedule set forth below if the Participant is actively employed by the Company on such vesting date.

<u>Number of Shares Vesting</u>	<u>Date</u>
62,292	December 7, 2023
62,292	December 7, 2024
62,292	December 7, 2025
62,293	December 7, 2026

Notwithstanding the vesting schedule set forth above, and notwithstanding the provisions of Section 4 of this Agreement, if, during the 12-month period commencing on the date of a Change in Control, the Participant has a Separation from Service without Cause or resigns for Good Reason, then (i) any remaining unvested portion of Participant's Option shall immediately vest in full, and (ii) the Option will expire upon the earliest of (A) 12 months after the termination of Participant's service with the Company, and (B) the Expiration Date (as defined below).

4. Expiration. The Option may be exercised only within the term. Except as otherwise provided in Section 3 of this Agreement, the term of the Option expires upon the earliest of the following:

(i) immediately upon Participant's Separation from Service for Cause or upon the breach by Participant of any of the Non-Compete Agreement described in Section 10;

(ii) three months after Participant's Separation from Service for any reason other than death or Disability or Cause, provided that if during any part of such three month period the Option is not exercisable solely because of the condition set forth in Section 8 below relating to "Securities Law Compliance", the Option shall not expire until the earlier of the Expiration Date or until it shall have been exercisable for an aggregate period of three months after Participant's Separation from Service;

(iii) 12 months after Participant's Separation from Service due to death or Disability; or

(iv) The seventh anniversary of the Grant Date (the "Expiration Date").

5. Exercise of Stock Options. Except as otherwise provided herein, the Option granted pursuant to this Agreement shall be subject to exercise as follows:

(i) The Participant may exercise the vested portion of the Option during its term by delivering a Notice of Exercise (in a form designated by the Company) together with the aggregate exercise price to the Company, or to such person as the Company may designate, during regular business hours, together with such additional documents as the Company may then require.

(ii) Participant agrees, by exercising the Option, that, as a condition to any exercise, the Company may require Participant to enter into an arrangement providing for payment to the Company of any tax withholding obligation of the Company arising by reason of (1) the exercise of the Option, (2) the lapse of any substantial risk of forfeiture to which the shares of Common Stock are subject at the time of exercise, or (3) the disposition of shares of Common Stock acquired upon such exercise.

(iii) Participant agrees, by exercising the Option, that the Company (or a representative of the underwriter(s)) may, in connection with any underwritten registration of the offering of any securities of the Company under the Act, require that Participant not sell, dispose of, assign, encumber, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale, any shares of Common Stock or other securities of the Company held by Participant, for a period of time specified by the underwriter(s) (not to exceed 180 days) following the effective date of the applicable registration statement of the Company filed under the Act. Participant further agrees to execute and deliver such other agreements as may be reasonably requested by the Company and/or the underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto. In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to Participant's shares of Common Stock until the end of such period.

(iv) Participant may only exercise the Option for whole shares of Common Stock.

(v) Participant shall have no rights as a stockholder prior to such time at which certificates representing such Common Stock have been delivered to the Participant.

6. Method of Payment. If Participant elects to exercise the Option, or any portion thereof, payment of the aggregate exercise price is due in full upon such exercise. Participant may elect to make payment by one or a combination of the following methods:

(i) Cash, check or wire transfer;

(ii) In the Company's sole discretion at the time the Option is exercised and provided that at the time of exercise the Common Stock is publicly traded, by Participant delivering to the Company a properly executed Notice of Exercise together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company to pay the exercise price, provided that Participant and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; or

(iii) Provided that at the time of exercise the Common Stock is publicly traded by delivery of already-owned shares of Common Stock either that Participant has held for the period required to avoid a charge to the Company's reported earnings or that Participant did not acquire directly or indirectly from the Company, that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. Notwithstanding the foregoing, Participant may not exercise the Option by tender to the Company of Common Stock to the extent such tender would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's shares of Common Stock.

7. Compensation Committee. The Compensation Committee of the Board (the "Committee") shall have authority in its discretion to interpret the provisions of this Agreement and to decide all questions of fact arising in its application. The Participant hereby agrees that all decisions made by the Committee pursuant to provisions of this Agreement shall be final and binding.

8. Securities Law Requirements. Notwithstanding anything to the contrary contained herein, you may not exercise your Option and no shares of Common Stock shall be issued under this Agreement unless and until:

(i) The Common Stock has been registered under the Act, or the Company has determined that an exemption from the registration requirements under the Act is available or the registration requirements of the Act do not apply to such exercise or payment;

(ii) The Company has determined that all applicable listing requirements of any stock exchange or quotation system on which the Common Stock is listed have been satisfied; and

(iii) The Company has determined that any other applicable provisions of state or Federal law, including without limitation applicable state securities laws, have been satisfied.

9. Legends. Regardless of whether the offering and sale of shares of Common Stock has been registered under the Act or has been registered or qualified under the securities laws of any state, the Company may impose restrictions upon the sale, pledge, or other transfer of such shares, including the placement of appropriate legends on stock certificates, if, in the judgment of the Company and its counsel, such restrictions are necessary or desirable in order to achieve compliance with the provisions of the Act, the securities laws of any state, or any other law. As a condition to the Participant's receipt of shares, the Company may require the Participant to represent that such shares are being acquired for investment, and not with a view to the sale or distribution thereof, except in compliance with the Act, and to make such other representations as are deemed necessary or appropriate by the Company and its counsel. Stock certificates evidencing shares acquired pursuant to an unregistered transaction to which the Act applies shall bear a restrictive legend substantially in the following form and such other restrictive legends as are required or deemed advisable under this Agreement or the provisions of any applicable law:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR QUALIFIED

UNDER THE SECURITIES LAWS OF ANY STATE. THESE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO OR FOR SALE IN CONNECTION WITH ANY DISTRIBUTION THEREOF, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION UNDER THE ACT AND QUALIFICATION UNDER ANY APPLICABLE STATE SECURITIES LAWS, OR WITHOUT AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED."

10. Confidentiality, Non-Solicitation and Non-Compete. In connection with and in consideration for the grant of this Option and Participant's continued employment with the Company, the Company and Participant have also entered into a Confidentiality, Non-Solicitation and Non-Compete Agreement (the "Non-Compete Agreement"), which is incorporated into the Agreement by reference, and Participant hereby acknowledges his obligations thereunder. Participant further agrees that if Participant violates any provision of the Non-Compete Agreement, Participant shall immediately forfeit any rights and benefits under the Option and this Agreement; provided, however, that any inadvertent violations of the provisions set forth in the Non-Compete that have not had or are not expected to have a material impact on the Company shall not result in the forfeiture of Participant's rights and benefits under the Option, so long as Participant notifies the Company upon becoming aware of such inadvertent violations and agrees to rectify and/or cease such activities immediately. Nothing in this Section 9 will be deemed to limit, in any way, the remedies at law or in equity of the Company for a breach of any of the provisions of this Section 9.

11. No Rights to Service. Nothing in this Agreement will be construed as giving Participant any right to be retained in any position with the Company or its affiliates. Nothing in this Agreement will interfere with or restrict the rights of the Company or its affiliates-which are expressly reserved-to remove, terminate, or discharge Participant at any time for any reason whatsoever or for no reason, subject to the Company's certificate of incorporation, bylaws, and other similar governing documents and applicable law.

12. Withholding of Taxes.

(i) The Company's obligations hereunder shall be subject to applicable foreign, federal, state and local withholding tax requirements. Foreign, federal, state and local withholding tax due in connection with the exercise of the Option under this Agreement may be paid in cash or shares of Common Stock (either through the surrender of already-owned shares of Common Stock that the Participant has held for the period required to avoid a charge to the Company's reported earnings or the withholding of shares of Common Stock otherwise issuable to Participant pursuant to this Agreement) having a Fair Market Value equal to the required withholding and upon such other terms and conditions as the Board shall determine; provided, however, the Board, in its sole discretion, may require that such taxes be paid in cash; and provided, further, any election by a Participant subject to Section 16 of the Exchange Act to pay his or her withholding tax in shares of Common Stock shall be subject to and must comply with the rules promulgated under Section 16 of the Exchange Act.

(ii) Regardless of any action the Company may take that is related to any or all income tax, payroll tax, or other tax-related withholding ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is owed by the Participant and will remain the Participant's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items and (ii) does not commit to structure the terms of this Agreement to reduce or eliminate the Participant's liability for Tax-Related Items.

(iii) Participant may not exercise the Option unless the tax withholding obligations of the Company are satisfied. Accordingly, Participant may not be able to exercise the Option when desired even though the Option is vested, and the Company shall have no obligation to issue a certificate for such shares of Common Stock.

13. Adjustments. In the event of any change in the outstanding shares of Common Stock, without the receipt of consideration by the Company, by reason of a stock dividend, stock split, reverse stock split or

distribution, recapitalization, merger, reorganization, reclassification, consolidation, split-up, spin-off, combination of shares, exchange of shares or other change in corporate structure affecting the Common Stock and not involving the receipt of consideration by the Company, the Committee shall make appropriate and equitable adjustments in (a) the aggregate number of shares of Common Stock covered by this Agreement and (b) the exercise price of the Option.

14. Merger or Asset Sale. Upon the effectiveness of (i) a merger, reorganization or consolidation between the Company and another person or entity (other than a holding company or a subsidiary or parent company of the Company) as a result of which the holders of the Company's outstanding voting stock immediately prior to the transaction hold less than a majority of the outstanding voting stock of the surviving entity immediately after the transaction, or (ii) the sale of all or substantially all of the assets of the Company to an unrelated person or entity (in each case, a "Transaction"), unless provision is made in connection with, and by the parties subject to, the Transaction for (x) the assumption of all outstanding equity awards, or (y) the substitution of any such award with new awards of the successor entity or parent thereof, with appropriate and equitable adjustment as to the number of kind of shares and, if appropriate, the per share exercise prices, or (z) the equitable settlement of such equity awards in cash or cash equivalents (i.e. "cash out" provision), this Agreement and the Option hereunder, shall terminate. In the event of such termination, Participant shall be permitted to exercise the vested portion of the Option; provided, however, that the Participant may, but will not be required to, condition such exercise upon the effectiveness of the Transaction. In the Board's sole discretion, the vesting of the Option and exercisability thereof, may be accelerated.

15. Miscellaneous.

(i) Notices. Any notice that may be required or permitted under this Agreement must be in writing and may be delivered personally, by intraoffice mail, or by electronic mail or via a postal service (postage prepaid) to the electronic mail or postal address and directed to the person as the receiving party may designate in writing from time to time.

(ii) Waiver. The waiver by any party to this Agreement of a breach of any provision of the Agreement will not operate or be construed as a waiver of any other or subsequent breach.

(iii) Entire Agreement. This Agreement constitutes the entire agreement of the Participant and the Company related to the Option. No modification of or amendment to this Agreement will be effective unless in writing signed by the parties to this Agreement.

(iv) Binding Effect; Successors. The obligations and rights of the Company under this Agreement will be binding upon and inure to the benefit of the Company and any successor corporation or organization resulting from the merger, consolidation, sale, or other reorganization of the Company, or upon any successor corporation or organization succeeding to substantially all of the assets and business of the Company. The Participant's obligations and rights under this Agreement will be binding upon and inure to Participant's benefit and the benefit of Participant's beneficiaries, executors, administrators, heirs, and successors.

(v) Governing Law; Consent to Jurisdiction; Consent to Venue; Service of Process. This Agreement will be construed and interpreted in accordance with the internal laws of the State of Nevada without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction that could cause the application of the laws of any jurisdiction other than the State of Nevada. For purposes of resolving any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, you hereby submit to and consent to the exclusive jurisdiction of the State of Florida and agree that any related litigation must be conducted solely in the courts of Lee County, Florida or the federal courts for the United States for the Middle District of Florida, where this Agreement is made and/or to be performed, and no other courts. You may be served with process in any manner permitted under State of Florida law, or by United States registered or certified mail, return receipt requested.

(vi) Non-Assignability. The Option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during the life of the Participant only by the Participant.

Notwithstanding the foregoing, the Participant may designate a third party who, in the event of Participant's death, shall thereafter be entitled to exercise the Option by delivering written notice to the Company, in a form satisfactory to the Company.

Further, Participant may transfer the Option for no consideration to or for the benefit of Participant's Immediate Family (including, without limitation, to a trust for the benefit of Participant's Immediate Family or to a partnership or limited liability company for one or more members of Participant's Immediate Family), subject to such limits as the Company may establish, and the transferee shall remain subject to all the terms and conditions applicable to this Agreement. The term "Immediate Family" shall mean spouse, parents, children, stepchildren, adoptive relationships, sisters, brothers and grandchildren.

(vii) Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement, and each other provision will be severable and enforceable to the extent permitted by law.

(viii) Section 409A. The Option is intended to be exempt from (or in the alternative to comply with) Section 409A of the Code ("**Section 409A**") to the extent subject thereto, and this Agreement will be administered and interpreted consistently with that intent. This paragraph will not be construed as a guarantee of any particular tax effect regarding the Option and the Company does not guarantee that any such benefits will satisfy the provisions of Section 409A or any other provision of the Code. Neither the Company nor the Board have any obligation to take any action to prevent the assessment of any additional tax or penalty on Participant under Section 409A and neither the Company nor the Board will have any liability to Participant for such tax or penalty.

(ix) Further Assurances. Participant agrees to, upon request of the Company or the Board, do all acts and execute, deliver, and perform all additional documents, instruments, and agreements that may be reasonably required by the Company or the Board to implement the provisions and purposes of this Agreement.

(x) Clawback. Notwithstanding any other provision of this Agreement to the contrary, if the Board determines that the Company is required to restate its financial statements due to material noncompliance with any financial reporting requirement under the law, whether such noncompliance is the result of misconduct or other circumstances, the Participant shall be required to reimburse the Company for any amounts earned or payable with respect to the Option to the extent required by and otherwise in accordance with applicable law and any Company policies adopted or implemented by the Board from time to time.

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The parties have executed this Agreement as of the date first set forth above.

NeoGenomics, Inc.

By: */s/ Chris Smith*

Name: Chris Smith

Title: Chief Executive Officer

Address: 9490 NeoGenomics Way, Fort Myers, FL, 33912

Jeff Sherman

By: */s/ Jeffrey S. Sherman*

Name: Jeffrey S. Sherman

Title: Chief Financial Officer

Address: