UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported)
March 16, 2009

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

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

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

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

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.

Effective as of March 13, 2009, the Amended and Restated Shareholders' Agreement dated March 21, 2005 (the "Amended and Restated Shareholders' Agreement") among NeoGenomics, Inc., a Nevada corporation (the "Company"), Michael Dent, Aspen Select Healthcare, LP ("Aspen"), John Elliot, Steven Jones and Larry Kuhnert was amended (the "Amendment") to provide that the parties to such agreement will vote their shares in favor of limiting the Board of Directors of the Company to no more than eight (8) members. Steven Jones and Michael Dent are each members of the Company's Board of Directors. Aspen beneficially owns greater than 10% of the Company's outstanding common stock. The general partner of Aspen is Medical Venture Partners, LLC, an entity controlled by Steven Jones and Peter Peterson.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment to Amended and Restated Shareholders' Agreement made effective as of March 13, 2009 among the Company and each of the parties to the Amended and Restated Shareholders' Agreement that were shareholders of the Company as of the effective date of the Amendment (i.e., Michael Dent, Aspen, Steven Jones and Larry Kuhnert), a copy of which is filed as an exhibit to this report.

The information set forth in Item 5.02 below is hereby incorporated by reference in this Item 1.01.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 5.02 below is hereby incorporated by reference in this Item 3.02.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective as of March 16, 2009, the Board of Directors of the Company has appointed Douglas M. VanOort, age 53, to the positions of Executive Chairman and Interim Chief Executive Officer. Mr. VanOort has also been appointed to the Company's Board of Directors where he will serve as Chairman. Since 2004, Mr. VanOort has served as a General Partner and an Operating Partner of Summer Street Capital Partners, LLC, a private equity firm. Since 2000, Mr. VanOort has also served as a Founding Partner and General Partner of Conundrum Capital Partners, LLC, a management advisory and investment firm. In addition, since 2000, Mr. VanOort has served as the Chairman, Co-Founder and Co-Owner of Vision Ace Hardware, LLC, a retail hardware chain. Mr. VanOort is a graduate of Bentley College and a certified public accountant.

On March 16, 2009, the Company entered into an employment agreement with Mr. VanOort (the "Employment Agreement") to employ Mr. VanOort in the capacity of Executive Chairman and interim Chief Executive Officer. The Employment Agreement has an initial term from March 16, 2009 through March 16, 2013, which initial term automatically renews for one year periods. Mr. VanOort will receive a salary of $225,000 per year for so long as he spends not less than 2.5 days per week on the affairs of the Company. He will receive an additional $50,000 per year while serving as the Company's interim Chief Executive Officer; provided that he spends not less than 3.5 days per week on average on the affairs of the Company. Mr. VanOort is also eligible to receive an annual cash bonus based on the achievement of certain performance metrics of at least 30% of his base salary (which includes amounts payable with respect to serving as Executive Chairman and interim Chief Executive Officer). Mr. VanOort is also entitled to participate in all of the Company's employee benefit plans and any other benefit programs established for officers of the Company.

The Employment Agreement also provides that Mr. VanOort will be granted an option to purchase 1,000,000 shares of the Company's common stock under the Company's Amended and Restated Equity Incentive Plan (the "Amended Plan"). The exercise price of such option is $0.80 per share. 500,000 shares of common stock subject to the option will vest according to the following schedule (i) 200,000 shares will vest on March 16, 2010 (provided that if Mr. VanOort's employment is terminated by the Company without "cause" then the pro rata portion of such 200,000 shares up until the date of termination shall vest); (ii) 12,500 shares will vest each month beginning on April 16, 2010 until March 16, 2011; (iii) 8,000 shares will vest each month beginning on April 16, 2011 until March 16, 2012 and (iv) 4,500 shares will vest each month beginning on April 16, 2012 until March 16, 2013. 500,000 shares of common stock subject to the option will vest based on the achievement of certain performance metrics by the Company. Any unvested portion of the option described above shall vest in the event of a change of control of the Company.

Either party may terminate Mr. VanOort's employment with the Company at any time upon giving sixty days advance written notice to the other party. The Company and Mr. VanOort also entered into a Confidentiality, Non-Solicitation and Non-Compete Agreement in connection with the Employment Agreement.

On March 16, 2009, the Company and the Douglas M. VanOort Living Trust entered into a Subscription Agreement (the " Subscription Agreement") pursuant to which the Douglas M. VanOort Living Trust purchased 625,000 shares of the Company's common stock at a purchase price of $0.80 per share (the "Subscription Shares"). The Subscription Shares are subject to a two year lock-up that restricts the transfer of the Subscription Shares; provided, however, that such lock-up shall expire in the event that the Company terminates Mr. VanOort's employment. The Subscription Agreement also provides for certain piggyback registration rights with respect to the Subscription Shares.

On March 16, 2009, the Company and Mr. VanOort entered into a Warrant Agreement (the " Warrant Agreement") pursuant to which Mr. VanOort, subject to the vesting schedule described below, may purchase up to 625,000 shares of the Company's common stock at an exercise price of $1.05 per share (the "Warrant Shares"). The Warrant Shares vest based on the following vesting schedule: (i) 20% of the Warrant Shares vest immediately, (ii) 20% of the Warrant Shares will be deemed to be vested on the first day on which the closing price per share of the Company's common stock has reached or exceeded $3.00 per share for 20 consecutive trading days, (iii) 20% of the Warrant Shares will be deemed to be vested on the first day on which the closing price per share of the Company's common stock has reached or exceeded $4.00 per share for 20 consecutive trading days, (iv) 20% of the Warrant Shares will be deemed to be vested on the first day on which the closing price per share of the Company's common stock has reached or exceeded $5.00 per share for 20 consecutive trading days and (v) 20% of the Warrant Shares will be deemed to be vested on the first day on which the closing price per share of the Company's common stock has reached or exceeded $6.00 per share for 20 consecutive trading days. In the event of a change of control of the Company in which the consideration payable to each common stockholder of the Company in connection with such change of control has a deemed value of at least $4.00 per share then the Warrant Shares shall immediately vest in full. In the event that Mr. VanOort resigns his employment with the Company or the Company terminates Mr. VanOort's employment for "cause" at any time prior to the time when all Warrant Shares have vested, then the rights under the Warrant Agreement with respect to the unvested portion of the Warrant Shares as of the date of termination will immediately terminate.

Exemption from registration under the Securities Act of 1933, as amended (the "Securities Act") with respect to the unregistered securities described above was based on Section 4(2) of the Securities Act of 1933, as amended.

On March 3, 2009, the Company's Board of Directors approved the Amended Plan, which amends and restates the NeoGenomics, Inc. Equity Incentive Plan, originally effective as of October 14, 2003, and amended and restated effective as of October 31, 2006. The Amended Plan allows for the award of equity incentives, including stock options, stock appreciation rights, restricted stock awards, stock bonus awards, deferred stock awards, and other stock-based awards to certain employees, directors, or officers of, or key advisers or consultants to, the Company or its subsidiaries. Revised provisions included in the Amended Plan include, among others, (i) provision that the maximum aggregate number of shares of the Company's common stock reserved and available for issuance under the Amended Plan shall be 6,500,000 shares of common stock, (ii) deletion of provisions governing the grant of "re-load options" and (iii) that the Amended Plan shall expire on March 3, 2019.

The foregoing descriptions of the Employment Agreement, the Subscription Agreement, the Warrant Agreement and the Amended Plan do not purport to be complete and are qualified in their entirety by reference to the Employment Agreement, the Subscription Agreement, the Warrant Agreement and the Amended Plan copies of which are filed as exhibits to this report.

Item 9.01. Financial Statements and Exhibits.

(a) Not applicable

(b) Not applicable

(c) Not applicable

(d) Exhibits.

10.1 Amendment to Amended and Restated Shareholders' Agreement dated March 13, 2009 among the Company, Aspen, Steven Jones and Larry Kuhnert

10.2	Employment Agreement dated March 16, 2009 between NeoGenomics, Inc. and Douglas M. VanOort
10.3	Subscription Agreement dated March 16, 2009 between NeoGenomics, Inc. and the Douglas M. VanOort Living Trust
10.4	Warrant Agreement dated March 16, 2009 between NeoGenomics, Inc. and Douglas M. VanOort
10.5	Amended and Restated Equity Incentive Plan effective as of March 3, 2009

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEOGENOMICS, INC.

By: /s/Robert Gasparini
Robert Gasparini
President

Date: March 19, 2009

Exhibit Index

Exhibit No.	Description
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AMENDMENT
TO
AMENDED AND RESTATED SHAREHOLDERS' AGREEMENT

This Amendment (the "Amendment") to the Amended and Restated Shareholders' Agreement dated March 21, 2005 among NeoGenomics, Inc., a Nevada corporation (the "Company"), Michael Dent, Aspen Select Healthcare, LP, John Elliot, Steven Jones and Larry Kuhnert (the "Shareholders Agreement") is made effective as of March 13, 2009 and is entered into by each of the undersigned parties to the Shareholders' Agreement.

Whereas, each of the undersigned parties hereto, who are still shareholders of the Company, desire to amend the Shareholders Agreement in the manner set forth herein.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Shareholders Agreement is hereby amended as follows:

1. Amendment of Section 1.2.1. Section 1.2.1 of the Shareholders Agreement is hereby amended and restated in its entirety to read as follows:

"1.2.1 Number of Directors. The Shareholders agree that during the Term of this Agreement the Shareholders shall vote their Shares in favor of limiting the Board of Directors of the Company to no more than eight (8) members."

2. No Other Changes. All terms of the Shareholders Agreement shall remain in full force and effect as amended hereby.

3. Counterparts. This Amendment may be executed in any number of counterparts and signatures may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Amendment to Amended and Restated Shareholders' Agreement to be executed as of March 13, 2009.

NEOGENOMICS, INC.

By:/s/ Robert Gasparini
Robert Gasparini
President and Chief Science Officer

ASPEN SELECT HEALTHCARE, LP
By: Medical Venture Partners, LLC,
its General Partner

/s/ Steven C. Jones
(Signature)

Steven C. Jones
(Print Name)

Managing Member
(Title)

STEVEN JONES

/s/ Steven Jones

MICHAEL DENT, M.D.

/s/ Michael Dent, M.D.

LARRY KUHNERT

/s/ Larry Kuhnert

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this 16th day of March, 2009 by and between NeoGenomics, Inc. a Nevada corporation ("NeoGenomics" or the "Employer" and collectively with any entity that is wholly or partially owned by NeoGenomics, the "Company"), located at 12701 Commonwealth Drive, Suite #5, Fort Myers, Florida 33913 and Douglas M. VanOort ("Executive"), an individual who resides at 3275 Regatta Road, Naples, FL 34103.

RECITALS:

WHEREAS, the Company is engaged in the business of providing genetic and molecular diagnostic testing services to doctors, hospitals and other healthcare institutions; and

WHEREAS, the Executive was appointed to the Board of Directors of NeoGenomics (the "Board") and elected as the Chairman of the Board as of the date of this Agreement; and

WHEREAS, NeoGenomics desires to employ Executive as an officer in the capacity of Executive Chairman and Interim Chief Executive Officer, and Executive desires to be employed by NeoGenomics in such capacity, in accordance with the terms, covenants, and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employer and Executive agree as follows:

1. **Employment Period**. Subject to the terms and conditions set forth herein and unless sooner terminated as hereinafter provided, NeoGenomics shall employ Executive as an officer, and Executive agrees to serve as an officer and accepts such employment for a four-year period, beginning on March 16, 2009 (the "Effective Date") and ending on the 4th anniversary of the Effective Date (the "Initial Employment Term"). After the Initial Employment Term, this Agreement shall automatically renew for consecutive one year periods (" renewal term"), unless a written notice of a party's intention to terminate this Agreement at the expiration of the Initial Employment Term (or any renewal term) is delivered by either party at least three (3) months prior to the expiration of the Initial Employment Term or any renewal term, as applicable. For purposes of this Agreement, the period from the Effective Date until the termination of the Executive's employment shall hereinafter be referred to as the "Term". Executive's employment pursuant to this Agreement shall be "at will" as such term is construed under Florida law.

2. **Title and Duties.** During the Term, NeoGenomics shall employ Executive in the capacity of Executive Chairman. In addition, during the period from the Effective Date until the time that NeoGenomics hires a full-time Chief Executive Officer ("CEO"), NeoGenomics shall additionally employ Executive in the capacity of Interim CEO (such period hereinafter referred to as the "CEO Period"). Executive accepts employment in these capacities. Executive will report to and be subject to the general supervision and direction of the Board. If requested, Executive will serve in similar capacities for each or any subsidiary of NeoGenomics without additional compensation. Executive shall perform such duties as are customarily performed by someone holding the title of Executive Chairman and/or Interim CEO in the same or similar businesses or enterprises as that engaged in by the Company and such other duties as the Board may assign from time to time.

3. **Compensation and Benefits of Executive.** The Company shall compensate Executive for Executive's services rendered under this Agreement as follows:

Executive Initials

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a. **Base Salary**. Unless otherwise adjusted by the Compensation Committee of the Board (the "Compensation Committee"), the Company shall pay Executive a Core Base Salary and an Incremental CEO Base Salary (as such terms are defined below, and collectively referred to as the "Base Salary"), payable in equal installments at such times as is consistent with normal Company payroll policy, according to the following amounts:

1.) A base salary equating to two hundred twenty five thousand dollars ($225,000) per annum (the "Core Base Salary") until the end of the Term or until such time that the Executive desires to reduce his work time commitment to the Company to less than 2.5 days per week, in which case the Board and Executive will work in good faith to determine a new Core Base Salary that is appropriate.

2.) During the CEO Period and so long as Executive is able to spend at least one (1) additional day per week on average on the Company's affairs (for a total of 3.5 days/week on average), the Company agrees to pay an additional amount in base salary (the "Incremental CEO Base Salary") equal to $50,000 per annum. In the event that the Executive is unable to dedicate a least 3.5 days/week on average on the affairs of the Company, the Board and the Executive agree to work in good faith to determine a new Incremental CEO Base Salary that is appropriate.

b. **Bonus**. Executive will be eligible for an annual cash bonus based on performance. The amount of such bonus shall be based on the available resources of the Company and shall be at the discretion of the Compensation Committee; provided, however, if the Company's actual performance in any given fiscal year meets or exceeds the below listed annual performance goals for such fiscal year, the Executive shall be entitled to the cash bonuses outlined below for such fiscal year. The Company agrees that such cash bonus, if any, will be paid no later than ninety (90) days after the end of the fiscal year to which it applied.

1.) For any given fiscal year during the Term, if the Company's actual consolidated revenue for such fiscal year, after excluding the effects of any Revenue Exclusions (as defined in Section 3e(1) below), exceeds the annual revenue goals approved by the Board for such fiscal year based on the Board-approved Company budget for such year, Executive shall be entitled to a cash bonus of at least fifteen percent (15%) of his Base Salary as such Base Salary was in effect as of the end of such fiscal year; and

2.) For any given fiscal year during the Term, if the Company's actual Adjusted EBITDA (as defined below) after excluding the effects of any Adjusted EBITDA Exclusions (as defined in Section 3e(2) below), exceeds the annual goals for Adjusted EBITDA approved by the Board for such fiscal year based on the Board-approved Company budget for such year, Executive shall be entitled to a cash bonus of at least fifteen percent (15%) of his Base Salary as such Base Salary was in effect as of the end of such fiscal year. For the purposes of this Agreement, "Adjusted EBITDA" is defined as consolidated GAAP earnings before interest, taxes, depreciation, amortization, and non-cash stock based compensation expenses. In addition, any extraordinary or non-recurring actual expenses incurred by the Company that were not included in the budget for the applicable fiscal year that in the reasonable judgment of the Compensation Committee could not have been foreseen by the Company's management during the process to set the budget for such year may, at the Board's discretion, also be added back to the total when calculating actual Adjusted EBITDA for such fiscal year.

Executive Initials

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c. **Benefits**. Subject to the eligibility requirements (including, but not limited to, participation by part-time employees), and enrollment provisions of the Company's employee benefit plans, Executive may, to the extent he so chooses, participate in any and all of the Company's employee benefit plans, at the Company's expense. All Company benefits are identified in the Employee Handbook and are subject to change without notice or explanation. In addition, subject to the eligibility requirements (including, but not limited to, participation by a part-time employee) and enrollment provisions of the Company's executive benefit programs, Executive shall also be entitled to participate in any and all other benefits programs established for officers of the Company.

d. **Stock Options**. On the Effective Date, Executive will be granted an option to purchase 1,000,000 shares of the Company's common stock (the "Options") on the terms and conditions listed below. Such Options will have a strike price equal to the fair market value of the common stock as of the Effective Date, which pursuant to NeoGenomics' Amended and Restated Equity Incentive Plan (the "Plan"), shall be equal to the closing price per share of NeoGenomics' common stock on the last trading day immediately preceding the Effective Date. The vesting provisions of such Options shall be as outlined below. These Options shall be treated as incentive stock options (ISOs) to the maximum extent permitted under applicable law, and the remainder of the Options, if any, shall be treated as non-qualified stock options. The grant of these Options will be made pursuant to the Company's Plan and will be evidenced by a separate "Option Agreement" to be executed by the Company and Executive, which will contain all the terms and conditions of the Options (including, but not limited to, the provisions set forth in this Section 3(d)). So long as Executive remains employed by the Company, such Options will have a seven-year term before expiration.

1.) **Time-based Options** - 500,000 of such options will be time-based options and will vest according to the following schedule:

200,000	will vest on the first anniversary of the Effective Date; provided, however, that if the Executive's employment hereunder is terminated by the Employer without "cause" (as such term is defined in the Option Agreement) at any time prior to the first anniversary of the Effective Date, then the pro rata portion of these 200,000 Options up until the date of termination, shall be deemed vested; and
12,500	will vest each month beginning on the 13th monthly anniversary of the Effective Date and continuing on each monthly anniversary thereafter until the second anniversary of the Effective Date; and
8,000	will vest each month beginning on the 25th monthly anniversary of the Effective Date and continuing on each monthly anniversary thereafter until the third anniversary of the Effective Date; and
4,500	will vest each month beginning on the 37th monthly anniversary of the Effective Date and continuing on each monthly anniversary thereafter until the fourth anniversary of the Effective Date.

2.) **Performance-based Options** - 500,000 of such options will be performance-based options and will vest according to the following schedule. Executive understands and acknowledges that if the performance metrics for any given year are not met, then such options shall be forfeited and the Board is under no obligation to replenish such options.

Executive Initials

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100,000 will vest if the Company's actual consolidated revenue for FY 2009, after excluding the effects of any Revenue Exclusions for such fiscal year, meets or exceeds the consolidated revenue goal established by the Board for the vesting of performance options, which goal will be based on the Company's Board approved budget for such fiscal year; and

100,000 will vest if the Company's actual Adjusted EBITDA for FY 2009, after excluding the effects of any Adjusted EBITDA Exclusions for such fiscal year, meets or exceeds the Adjusted EBITDA goal established by the Board for the vesting of performance options, which will be based on the Company's Board-approved budget for such fiscal year; and

75,000 will vest if the Company's actual consolidated revenue for FY 2010, after excluding the effects of any Revenue Exclusions for such fiscal year, meets or exceeds the consolidated revenue goal established by the Board for the vesting of performance options, which goal will be based on the Company's Board approved budget for such fiscal year; and

75,000 will vest if the Company's actual Adjusted EBITDA for FY 2010, after excluding the effects of any Adjusted EBITDA Exclusions for such fiscal year, meets or exceeds the Adjusted EBITDA goal established by the Board for the vesting of performance options, which will be based on the Company's Board-approved budget for such fiscal year; and

50,000 will vest if the Company's actual consolidated revenue for FY 2011, after excluding the effects of any Revenue Exclusions for such fiscal year, meets or exceeds the consolidated revenue goal established by the Board for the vesting of performance options, which goal will be based on the Company's Board approved budget for such fiscal year; and

50,000 will vest if the Company's actual Adjusted EBITDA for FY 2011, after excluding the effects of any Adjusted EBITDA Exclusions for such fiscal year, meets or exceeds the Adjusted EBITDA goal established by the Board for the vesting of performance options, which will be based on the Company's Board-approved budget for such fiscal year; and

25,000 will vest if the Company's actual consolidated revenue for FY 2012, after excluding the effects of any Revenue Exclusions for such fiscal year, meets or exceeds the consolidated revenue goal established by the Board for the vesting of performance options, which goal will be based on the Company's Board approved budget for such fiscal year; and

25,000 will vest if the Company's actual Adjusted EBITDA for FY 2012, after excluding the effects of any Adjusted EBITDA Exclusions for such fiscal year, meets or exceeds the Adjusted EBITDA goal established by the Board for the vesting of performance options, which will be based on the Company's Board-approved budget for such fiscal year.

Executive understands that, pursuant to the Plan, upon termination of his employment, he will only have ninety (90) days to exercise any vested portion of the Options. All Options awarded pursuant to this Section 3(d) will contain a provision in the Option Agreement that allows for immediate vesting of any unvested portion of the Options in the event of a change of control of NeoGenomics.

Executive Initials

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e. **Revenue and Adjusted EBITDA Exclusions Defined**. For the purposes of Section 3b and 3d above, to the extent the Company acquires any companies or businesses during any given fiscal year and the financial impact of such acquisition was not previously factored into the annual operating budget approved by the Board, the following revenue and Adjusted EBITDA adjustments shall be made to the Company's fiscal results in measuring whether or not the Company has met or exceeded the specific performance targets outlined in Sections 3b or 3d hereof.

1.) "Revenue Exclusions" shall be defined as the prorated annualized quarterly GAAP revenue of any company or business acquired by the Company for the most recent full fiscal quarter prior to the date such company or business is acquired by the Company. Such annualized quarterly revenue shall be prorated by multiplying the total annualized quarterly revenue described above by a fraction, the numerator of which is the number of days that the financial results of the acquired business or company are included in the Company's financial results during the fiscal year in question, and the denominator of which is 365.

2.) "Adjusted EBITDA Exclusions" shall be defined as the prorated annualized quarterly Adjusted EBITDA of any company or business acquired by the Company for the most recent full fiscal quarter prior to the date such company or business is acquired by the Company. Such annualized quarterly Adjusted EBITDA shall be prorated by multiplying the total annualized quarterly Adjusted EBITDA described above by a fraction, the numerator of which is the number of days that the financial results of the acquired business or company are included in the Company's financial results during the fiscal year in question, and the denominator of which is 365. The Board, at its discretion, may add back any non-recurring or one time charges that may have been included in the most recent full fiscal quarter of the company or business being acquired when determining the appropriate Adjusted EBITDA for such business or company.

f. **Paid Time-Off and Holidays.** Executive's paid time-off ("PTO") and holidays shall be consistent with the standards set forth in the Company's Employee Handbook, as revised from time to time or as otherwise published by the Company. Notwithstanding the previous sentence, Executive will be eligible for one hundred twenty (120) hours of PTO/year, which will accrue on a pro-rata basis throughout the year, provided, however, that it is the Company's policy that no more than forty (40) hours of PTO can be accrued beyond this annual limit for any employee at any time. Thus, when accrued PTO reaches one hundred sixty (160) hours, Executive will cease accruing PTO until accrued PTO is one hundred twenty (120) hours or less, at which point Executive will again accrue PTO until he reaches one hundred sixty (160) hours. In addition to PTO, there are also six (6) paid national holidays and one (1) "floater" day available to Company employees. Executive agrees to schedule such PTO so that it minimally interferes with the Company's operations. Such PTO does not include Board excused absences.

g. **Reimbursement of Normal Business Expenses**. The Company will reimburse all reasonable business expenses of Executive, including, but not limited to, cell phone expenses and business related travel, meals and entertainment expenses in accordance with the Company's polices for such reimbursement.

4. Best Efforts of the Executive and Minimum Time Commitments of Employment. Executive agrees to perform all of the duties pursuant to the express and implicit terms of this Agreement to the reasonable satisfaction of the Employer. Executive further agrees to perform such duties faithfully and to the best of his ability, talent, and experience and, unless otherwise agreed to with the Company in writing, to render such duties at least in the minimum amounts of time specified below:

Executive Initials

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a. So long as the Executive and the Board have not agreed to adjust downward the Executive's Core Base Salary specified in Section 3(a), Executive agrees that during the Term, except for those weeks where he is on PTO, he will spend at least two and one-half (2.5) days/week on average on the Company's business (such period as may be adjusted, the "Minimum Weekly Time Commitment"). Executive further agrees that he will use commercially reasonable efforts to ensure that except for those weeks where he is on PTO, he will work at least two (2) days on average either at the Company's primary place of business in Fort Myers, FL or at such other place or places as the interests, needs, business, or opportunities of the Employer shall require and/or such other place as may be mutually agreed upon in writing by the parties (such period as may be adjusted, the "On-Site/Business Travel Time Commitment").

b. Notwithstanding the forgoing, Executives agrees that during the CEO Period, the Minimum Weekly Time Commitment shall be increased to three and one-half (3.5) days and the On-Site/Business Travel Time Commitment shall be increased to three (3) days.

5. **Termination**. Either party may terminate Executive's employment with the Company at any time upon giving sixty (60) days advance written notice to the other party. Executive agrees that in order to help facilitate an orderly transition of authority, unless otherwise agreed to by the parties, during such sixty (60) day notice period no more than two weeks of unused PTO may be utilized. In the event of the death of Executive, the employment of Executive shall automatically terminate on the date of Executive's death. Within 30 days following the date Executive's employment terminates, the Company shall pay to Executive (or Executive's estate if applicable) (a) the Executive's accrued but unpaid Base Salary through the date of termination, (b) any bonus earned by, but not yet paid to, Executive from the prior fiscal year, (c) an amount equal to the reasonable business expenses incurred by Executive (in accordance with Company policy), but not yet reimbursed, prior to the termination date, and (d) other benefits due and owing to Executive through the termination date.

6. **Confidentiality, Non-Compete & Non-Solicitation Agreement.** Executive agrees to the terms of the Confidentiality, Non-Solicitation and Non-Compete Agreement attached hereto as Addendum A and has signed that Agreement. Such Confidentiality, Non-Solicitation and Non-Compete Agreement is hereby incorporated into and made a part of this Agreement.

7. **Importance of Certain Clauses.** Executive and Employer agree that the covenants contained in the Confidentiality, Non-Solicitation and Non-Compete Agreement attached hereto and incorporated into this Agreement are material terms of this Agreement and all parties understand the importance of such provisions to the ongoing business of the Employer. As such, because the Employer's continued business and viability depend on the protection of such secrets and non-competition, these clauses are interpreted by the parties to have the widest and most expansive applicability as may be allowed by law and Executive understands and acknowledges his or her understanding of same.

8. **Consideration.** Executive acknowledges and agrees that the provision of employment under this Agreement and the execution by the Employer of this Agreement constitute full, adequate and sufficient consideration to Executive for the Executive's duties, obligations and covenants under this Agreement and under the Confidentiality, Non-Solicitation and Non-Compete Agreement incorporated into this Agreement.

9. **Acknowledgement of Post Termination Obligations.** Upon the effective date of termination of Executive's employment (unless due to Executive's death), if requested by the Employer, Executive shall participate in an exit interview with the Employer and certify in writing that Executive has complied with his contractual obligations and intends to comply with his continuing obligations under this Agreement, including, but not limited to, the terms of the Confidentiality, Non-Solicitation and Non-Compete Agreement. To the extent it is known or applicable at the time of such exit interview, Executive shall also provide the Employer with information concerning Executive's subsequent employer and the capacity in which Executive will be employed. Executive's failure to comply shall be a material breach of this Agreement, for which the Employer, in addition to any other civil remedy, may seek equitable relief.

Executive Initials

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10. **Withholding**. All payments made to Executive shall be made net of any applicable withholding for income taxes and Executive's share of FICA, FUTA or other employment taxes. The Company shall withhold such amounts from such payments to the extent required by applicable law and remit such amounts to the applicable governmental authorities in accordance with applicable law.

11. **Representations of Executive.** Executive represents and warrants to NeoGenomics that (a) nothing in his past legal and/or work and/or personal experiences, which if became broadly known in the marketplace, would impair his ability to serve as the Chief Executive Officer of a publicly-traded company or materially damage his credibility with public shareholders; (b) there are no restrictions, agreements, or understandings whatsoever to which he is a party which would prevent or make unlawful his execution of this Agreement or employment hereunder, (c) Executive's execution of this Agreement and employment hereunder shall not constitute a breach of any contract, agreement or understanding, oral or written, to which he is a party or by which he is bound, (d) Executive is free and able to execute this Agreement and to continue employment with NeoGenomics, and (e) Executive has not used and will not use confidential information or trade secrets belonging to any prior employers to perform services for the Company.

12. **Effect of Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall remain in full force and effect.

13. **Entire Agreement.** This Agreement, together with the other documents referenced herein, reflects the complete agreement between the parties regarding the subject matter identified herein and shall supersede all other previous agreements, either oral or written, between the parties. The parties stipulate that neither of them, nor any person acting on their behalf has made any representations except as are specifically set forth in this Agreement and each of the parties acknowledges that it or he has not relied upon any representation of any third party in executing this Agreement, but rather have relied exclusively on it or his own judgment in entering into this Agreement.

14. **Assignment.** Employer may assign its interest and rights under this Agreement at its sole discretion and without approval of Executive to a successor in interest by the Employer's merger, consolidation or other form of business combination with or into a third party where the Employer's stockholders before such event do not control a majority of the resulting business entity after such event. All rights and entitlements arising from this Agreement, including but not limited to those protective covenants and prohibitions set forth in the Confidentiality, Non-Solicitation and Non-Compete Agreement attached as Addendum A and incorporated into this Agreement shall inure to the benefit of any purchaser, assignor or transferee of this Agreement and shall continue to be enforceable to the extent allowable under applicable law. Neither this Agreement, nor the employment status conferred with its execution is assignable or subject to transfer in any manner by Executive.

15. **Notices.** All notices, requests, demands, and other communications shall be in writing and shall be given by registered or certified mail, postage prepaid, a) if to the Employer, at the Employer's then current headquarters location, and b) if to Executive, at the most recent address on file with the Company for Executive or to such subsequent addresses as either party shall so designate in writing to the other party.

Executive Initials

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16. **Remedies.** If any action at law, equity or in arbitration, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party may, if the court or arbitrator hearing the dispute, so determines, have its reasonable attorneys' fees and costs of enforcement recouped from the non-prevailing party.

17. **Amendment/Waiver.** No waiver, modification, amendment or change of any term of this Agreement shall be effective unless it is in a written agreement signed by both parties. No waiver by the Employer of any breach or threatened breach of this Agreement shall be construed as a waiver of any subsequent breach unless it so provides by its terms.

18. **Governing Law, Venue and Jurisdiction.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to any conflicts of laws, statutes, rules, regulations or ordinances. Executive consents to personal jurisdiction and venue in the Circuit Court in and for Lee County, Florida regarding any action arising under the terms of this Agreement and any and all other disputes between Executive and Employer.

19. **Arbitration.** Any and all controversies and disputes between Executive and Employer arising from this Agreement or regarding any other matter whatsoever shall be submitted to arbitration before a single unbiased arbitrator skilled in arbitrating such disputes under the American Arbitration Association, utilizing its Commercial Rules. Any arbitration action brought pursuant to this section shall be heard in Fort Myers, Lee County, Florida. The Circuit Court in and for Lee County, Florida shall have concurrent jurisdiction with any arbitration panel for the purpose of entering temporary and permanent injunctive relief, but only with respect to any alleged breach of the Confidentiality, Non-Solicitation and Non-Compete Agreement.

20. **Headings.** The titles to the sections of this Agreement are solely for the convenience of the parties and shall not affect in any way the meaning or interpretation of this Agreement.

21. **Miscellaneous Terms.** The parties to this Agreement declare and represent that:

a. They have read and understand this Agreement;

b. They have been given the opportunity to consult with an attorney if they so desire;

c. They intend to be legally bound by the promises set forth in this Agreement and enter into it freely, without duress or coercion;

d. They have retained signed copies of this Agreement for their records; and

e. The rights, responsibilities and duties of the parties hereto, and the covenants and agreements contained herein, shall continue to bind the parties and shall continue in full force and effect until each and every obligation of the parties under this Agreement has been performed.

22. **Counterparts.** This Agreement may be executed in counterparts and by facsimile, or by pdf, each of which shall be deemed an original for all intents and purposes.

Signatures appear on the following page.

Executive Initials

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

NEOGENOMICS, INC., a Nevada Corporation

By: /s/ Robert Gasparini

Name:/s/ Robert Gasparini

Title: President

EXECUTIVE:

/s/ Douglas M. VanOort
Douglas M. VanOort

Executive Initials

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Addendum A

Form of Confidentiality, Non-Compete and Non-Solicitation Agreement

Executive Initials

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NEOGENOMICS, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the "Agreement") is between NeoGenomics, Inc., a Nevada corporation (the "Company"), and Douglas M. VanOort Living Trust, a trust whose address is set forth on the signature block hereto (the "Subscriber").

WHEREAS, the Company recently hired the beneficiary of the Subscriber as the Executive Chairman and Interim CEO of the Company and desires to allow the Subscriber to purchase shares of common stock, par value $0.001 per share (the "Common Stock"), of the Company in an exempt, limited private offering 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 $0.80 per Subscription Share, and the Company agrees to sell and issue such Subscription Shares to the Subscriber for such purchase price. This Agreement shall be effective on the later of the date of (i) acceptance by the Company or (ii) the receipt by the Company of payment in full for the Subscription Shares (the "Effective Date"). The certificate for the Subscription Shares shall be delivered by the Company within five days following the Effective Date. The Subscriber agrees that he will not, for a period of Seven Hundred Thirty (730) days from the Effective Date (the "Lock-up Period"), directly or indirectly, sell, transfer, assign or hypothecate any of the Subscription Shares except for the transfer of up to an aggregate of fifty percent (50%) of the Subscription Shares to (i) his spouse and/or his children or any trust set up for the benefit of his spouse and/or children or (ii) any entity that is an Affiliate of the Subscriber; provided that, any such transferees shall be bound by the restrictions set forth in this Agreement and, to the extent requested by the Company, shall agree in writing to be bound by the provisions of this Agreement by executing a joinder in a form reasonably acceptable to the Company. Notwithstanding the foregoing, if the Subscriber's employment with the Company under that certain Employment Agreement, dated March 16, 2009, is terminated by the Company for any reason prior to the expiration of the Lock-up Period, then such Lock-up Period shall be deemed to have expired as well. For purposes of this Agreement, such permitted transferees are referred to herein as "Permitted Transferees". For purposes of this Agreement, "Affiliate" of a Person (as defined below) means any other Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the first Person. For purposes of this Agreement, "Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

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 is an "accredited investor" within the meaning of Rule 501(a) of Reg. D.

(c) The Subscriber represents and warrants (i) that he has been furnished by the Company during the course of evaluating his interest in this transaction with all information regarding the Company which he had requested or desired to know; (ii) that all documents which could be reasonably provided have been made available for his inspection and review; (iii) that he 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 has read in its entirety the Company's most recent Securities and Exchange Commission filings including Amendment No.1 to Form S-1 Registration Statement filed January 22, 2009 and related prospectus filed on March 11, 2009 which includes the Company's risk factors, and fully understands the information contained therein; and (v) that he understands those risk factors associated with an investment in the Subscription Shares.

(d) 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.

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

(f) The Subscriber acknowledges that this offering of Subscription Shares may involve tax consequences and that he has received no opinions or statements from the Company in respect of same. The Subscriber further acknowledges that he 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 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 Securities and Exchange Commission (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 depends, in part, upon his 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 representation merely meant that his 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 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 understands that the Subscription Shares may only be disposed of pursuant to an effective registration statement under the Securities Act or pursuant to an available exemption from the registration requirements of the Securities Act, and in compliance with any applicable state securities laws. The Subscriber further understands that Rule 144 (the "Rule") promulgated under the Securities Act requires, among other conditions, a 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 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 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 is not subject to any pre-emptive rights or any other contractual obligations that would preclude or interfere with the sale of the Subscription Shares.

3.3 As of the date hereof, the Company has (i) 100,000,000 shares of Common Stock authorized, of which 32,131,021 are issued and outstanding prior to taking into consideration the Subscription Shares, (ii) 10,000,000 shares of Preferred Stock authorized, of which none are outstanding, and (iii) outstanding warrants to purchase 5,837,838 shares of Common Stock. The Company further represents that as of December 31, 2009, it had outstanding options to purchase 3,755,126 shares of Common Stock and that it does not believe that such number of outstanding options has changed materially since December 31, 2008.

4. Piggyback Registration.

4.1 Following the expiration of the Lock-up Period, until all Subscription Shares (the "Registrable Securities") held by the Subscriber and any Permitted Transferees (the "Stockholders") have been sold or may be sold without any restrictions pursuant to Rule 144 promulgated under the Securities Act, if (but without any obligation to do so) the Company proposes to register any of its Common Stock under the Securities Act in connection with the public offering of such securities by the Company solely for cash (other than a registration on Form S-8 (or similar or successor form) relating solely to the sale of securities to participants in a Company stock plan or to other compensatory arrangements to the extent includable on Form S-8 (or similar or successor form), or a registration on Form S-4 (or similar or successor form)), the Company shall, at such time, promptly give each Stockholder that then holds Registrable Securities written notice of such registration. Upon the written request of any such Stockholders or any other party that may have piggyback registration rights with the Company received by the Company within ten (10) business days after mailing of such notice by the Company in accordance with this Section 4(a) (the "Electing Holders"), the Company shall (subject to, among other things, limitations imposed by the Securities and Exchange Commission or federal securities laws and regulations) use its commercially reasonable efforts to include in such registration all of such Registrable Securities that are specified in such request. Notwithstanding the foregoing, the Company shall not be required to register any Registrable Securities that are eligible for resale pursuant to Rule 144 promulgated under the Securities Act or that are the subject of a then effective registration statement. If the registration involves an underwritten offering to the public, all Electing Holders must sell their Registrable Securities to the underwriters selected by the Company on the same terms and conditions as apply to the Company or other selling stockholders. If, at any time after giving notice of the Company's intention to register any securities pursuant to this Section 4(a) and prior to the effective date of the registration statement filed in connection with such registration, the Company shall determine for any reason not to register such securities, the Company shall give written notice to all holders of Registrable Securities and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such registration. The Company shall have no obligation to make any offering of its securities, or to complete an offering of its securities that it proposes to make.

4.2 If such registration involves an underwritten offering to the public, if the managing underwriter of the underwritten offering shall inform the Company by letter of the underwriter's opinion that the number of Registrable Securities requested to be included in such registration would, in its opinion, materially adversely affect such offering, including the price at which such securities can be sold, and the Company has so advised the Electing Holders in writing, then the Company shall include in such registration, to the extent of the number that the Company is so advised can be sold in (or during the time of) such offering, (i) first, all securities proposed by the Company to be sold for its own account, then (ii) such Registrable Securities requested to be included by the Electing Holders, allocated pro rata among such Electing Holders in proportion, as nearly as practicable, to the respective amounts of such securities requested to be included in such registration.

4.3 Each Electing Holder agrees that, upon receipt of any notice from the Company of the happening of a Specified Event (as defined below) such Electing Holder will immediately discontinue disposition of Registrable Securities pursuant to any registration statement covering such Registrable Securities until such Electing Holder's receipt of copies of a supplemented or amended prospectus (which the Company shall promptly prepare following the happening of a Specified Event) or receipt of notice that no supplement or amendment is required. For purposes of this Agreement, "Specified Event" means (i) the Securities and Exchange Commission issues any stop order suspending the effectiveness of any registration statement or initiates any proceedings for that purpose; (ii) the Company receives notice of any suspension of the qualification or exemption from qualification of any Registrable Securities for sale in any jurisdiction, or the initiation or threat of any proceeding for such purpose; or (iii) the financial statements included in any registration statement become ineligible for inclusion therein or any statement made in any registration statement or related prospectus or any document incorporated or deemed to be incorporated therein by reference is untrue in any material respect or any revision to a registration statement, related prospectus or other document is required so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

4.4 Each Electing Holder covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to a registration statement.

4.5 Each Electing Holder shall furnish to the Company such information regarding such holder and the distribution proposed by such holder as the Company may reasonably request in writing and as shall be reasonably required in connection with any registration referred to in this Section 4.

5. Miscellaneous.

5.1 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 5, Fort Meyers, FL 33913, and to the Subscriber at his 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.

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

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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 Representative	Subscription Accepted:
D O U G L A S M. VANOORT LIVING TRUST	NEOGENOMICS, INC.
	- A Nevada Corporation -
/s/ Douglas M. VanOort	By: /s/Robert P. Gasparini
Name: Douglas M. VanOort	Name: Robert P. Gasparini
Title: Trustee	Title: President
Date: March 16, 2009	Date: March 16, 2009

Address: 3275 Regatta Road
Naples, FL 34103

Total Number of Common Shares Subscribed For: 625,000 (for a gross purchase price of $500,000)

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES WHICH MAY BE ISSUED UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES OR BLUE SKY LAWS. NO SALE OR DISTRIBUTION HEREOF OR THEREOF MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER APPLICABLE SECURITIES LAWS.

WARRANT AGREEMENT

THIS WARRANT AGREEMENT (this "Agreement") is dated this 16th day of March 2009, by and between NeoGenomics, Inc., a Nevada corporation (the "Company"), and Douglas M. VanOort, an individual residing at 3275 Regatta Road, Naples, FL 34103 (the "Warrant Holder").

W I T N E S S E T H

WHEREAS, as of the date hereof, the Company has entered into an Employment Agreement with the Warrant Holder pursuant to which the Warrant Holder has been hired as Executive Chairman and Interim Chief Executive Officer of the Company; and

WHEREAS, as of the date hereof, a Living Trust for the benefit of the Warrant Holder has entered into a subscription agreement with the Company and has purchased 625,000 shares of the Company's common stock, par value $0.001/share ("Common Stock"); and

WHEREAS, in addition to entering into the Employment Agreement with the Warrant Holder, the Company desires to provide an additional incentive for the Warrant Holder to create shareholder value for the Company's shareholders and has agreed to issue to the Warrant Holder a warrant (the "Warrant") to purchase an aggregate of 625,000 shares of the Company's Common Stock.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals portion of this Agreement is hereby incorporated by this reference as though it were fully set forth and rewritten herein, and the affirmative statements therein contained shall be deemed to be representations of the Company and the Warrant Holder, which are hereby confirmed.

2. Warrant. The Company hereby grants to the Warrant Holder, subject to the terms set forth herein, the right to purchase, subject to the vesting schedule set forth in Section 12 hereof, at any time during the term (the "Warrant Exercise Term") commencing on the date hereof and ending at 5:30 p.m., New York time on the fifth anniversary of the date of this Agreement (the "Expiration Date") 625,000 shares of Common Stock (the "Shares"), at an exercise price of $1.05 per share (the "Exercise Price").

3. Exercise of Warrant.

3.1 Exercise. The Warrant may be exercised by the Warrant Holder, in whole or in part, by delivering the Notice of Exercise purchase form, attached as Exhibit A hereto (the "Notice of Exercise"), duly executed by the Warrant Holder to the Company at its principal office, or at such other office as the Company may designate, accompanied by payment, in cash or by wire transfer or check payable to the order of the Company, of the amount obtained by multiplying the number of Shares designated in the Notice of Exercise by the Exercise Price (the "Purchase Price"). The Purchase Price may also be paid, in whole or in part, by delivery of such purchase form and of shares of Common Stock owned by the Warrant Holder having a Market Price (as defined in Section 3.3 hereof) on the last business day ending the day immediately prior to the Exercise Date (as defined below) equal to the portion of the aggregate Exercise Price being paid in such shares. In addition, the Warrant may be exercised, pursuant to a cashless exercise by providing irrevocable instructions to the Company, through delivery of the Notice of Exercise with an appropriate reference to this Section 3.1 to issue the number of shares of the Common Stock equal to the product of (a) the number of shares as to which the Warrant is being exercised multiplied by (b) a fraction, the numerator of which is the Market Price of a share of the Common Stock on the last business day preceding the Exercise Date less the Exercise Price therefor and the denominator of which is such Market Price. For purposes hereof, "Exercise Date" shall mean the date on which all deliveries required to be made to the Company upon exercise of the Warrant pursuant to this Section 3.1 shall have been made.

3.2 Issuance of Certificates. As soon as practicable after the exercise of the Warrant (in whole or in part) in accordance with Section 3.1 hereof, the Company, at its expense, shall cause to be issued in the name of and delivered to the Warrant Holder (i) a certificate or certificates for the number of fully-paid and non-assessable Shares to which the Warrant Holder shall be entitled upon such exercise and (if applicable) (ii) a new warrant agreement of like tenor to purchase all of the Shares that may be purchased pursuant to the portion, if any, of the Warrant not exercised by the Warrant Holder. The Warrant Holder shall for all purposes be deemed to have become the holder of record of such Shares on the date on which the Notice of Exercise and payment of the Purchase Price in accordance with Section 3.1 hereof were delivered and made, respectively, irrespective of the date of delivery of such certificate or certificates, except that if the date of such delivery, notice and payment is a date when the stock transfer books of the Company are closed, such person shall be deemed to have become the holder of record of such Shares at the close of business on the next succeeding date on which the stock transfer books are open.

3.3 Market Price. The "Market Price" of a share of Common Stock means: the average of the daily closing price of shares of Common Stock on the principal market on which shares of the Common Stock are traded for the five (5) trading days immediately preceding the date of the determination of the Market Price. If shares of Common Stock are not traded on any public market (e.g. NYSE, AMEX, NASDAQ, OTCBB or Pink Sheets), the Market Price of the Common Stock shall be determined, in good faith, by the Board of Directors of the Company (the "Board").

4. Adjustments.

4.1 Stock Splits, Stock Dividends and Combinations. If the Company at any time subdivides the outstanding shares of the Common Stock or issues a stock dividend (in Common Stock) on the outstanding shares of the Common Stock, the Exercise Price in effect immediately prior to such subdivision or the issuance of such stock dividend shall be proportionately decreased, and the number of Shares subject hereto shall be proportionately increased, and if the Company at any time combines (by reverse stock split or otherwise) the outstanding shares of Common Stock, the Exercise Price in effect immediately prior to such combination shall be proportionately increased, and the number of Shares subject hereto shall be proportionately decreased, effective at the close of business on the date of such subdivision, stock dividend or combination, as the case may be.

4.2 Merger or Consolidation. In the case of any consolidation of the Company with, or merger of the Company with or into another entity (other than a consolidation or merger which does not result in any reclassification or change of the outstanding capital stock of the Company), the entity formed by such consolidation or merger shall execute and deliver to the Warrant Holder a supplemental warrant agreement providing that the Warrant Holder of the Warrant then outstanding or to be outstanding shall have the right thereafter (until the expiration of such Warrant) to receive, upon exercise of such Warrant, the kind and amount of shares of capital stock and other securities and property receivable upon such consolidation or merger by a holder of the number of Shares for which such Warrant might have been exercised immediately prior to such consolidation or merger. Such supplemental warrant agreement shall provide for adjustments which shall be identical to the adjustments provided in Section 4.1 hereof and to the provisions of Section 11 hereof. This Section 4.2 shall similarly apply to successive consolidations or mergers.

5. Transfers.

5.1 Unregistered Securities. Warrant Holder hereby acknowledges and agrees that the Warrant and the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are "restricted securities" under the Securities Act inasmuch as they are being acquired in a transaction not involving a public offering, and the Warrant Holder agrees not to sell, pledge, distribute, offer for sale, transfer or otherwise dispose of the Warrant or any Shares issued upon exercise of the Warrant in the absence of (a) an effective registration statement under the Securities Act as to the Warrant or such Shares and registration and/or qualification of the Warrant or such Shares under any applicable Federal or state securities law then in effect or (b) an opinion of counsel, reasonably satisfactory to the Company, that such registration and qualification are not required.

5.2 Transferability. Until such time as the Shares are vested pursuant to Section 12 hereof, the rights under this Agreement with respect to such Shares shall not be transferrable. After all or any portion of the Shares have vested pursuant to Section 12 hereof, then subject to the provisions of Section 5.1 hereof, the rights under this Agreement relating only to that portion of the Shares that are vested are freely transferable, in whole or in part, by the Warrant Holder, and such transferee shall have the same rights hereunder as the Warrant Holder.

5.3 Warrant Register. The Company will maintain a register containing the names and addresses of the Warrant Holders of the Warrant. Until any transfer of Warrant in accordance with this Agreement is reflected in the warrant register, the Company may treat the Warrant Holder as the absolute owner hereof for all purposes. Any Warrant Holder may change such Warrant Holder's address as shown on the warrant register by written notice to the Company requesting such change.

6. No Fractional Shares. Any adjustment in the number of Shares purchasable hereunder shall be rounded to the nearest whole share.

7. Investment Representations. The Warrant Holder agrees and acknowledges that it is acquiring the Warrant and will be acquiring the Shares for his own account and not with a view to any resale or distribution other than in accordance with Federal and state securities laws. The Warrant Holder is an "accredited investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act.

8. Covenants as to the Shares. The Company covenants and agrees that the shares of Common Stock issuable upon exercise of the Warrant, will, upon issuance in accordance with the terms hereof, be duly and validly issued and outstanding, fully-paid and non-assessable, with no personal liability attaching to the ownership thereof. The Company further covenants and agrees that the Company will at all times have authorized and reserved a sufficient number of shares of Common Stock to provide for the exercise of the rights represented under this Agreement. The Company will pay all documentary stamp taxes attributable to the initial issuance of Shares upon the exercise of the Warrant; provided, however, that the Company shall not be required to pay any tax or taxes which may be payable in respect of any transfer involved in the issue of any certificates for Shares in a name other than that of the Warrant Holder, and the Company shall not be required to issue or deliver such certificates unless or until the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid.

9. Legend. Any certificate evidencing the Shares issuable upon exercise hereof will bear a legend indicating that such securities have not been registered under the Securities Act or under any state securities laws and may not be sold or offered for sale in the absence of an effective registration statement as to the securities under the Securities Act and any applicable state securities law or an opinion of counsel reasonably satisfactory to the Company that such registration is not required.

10. Rights Applicable to the Warrant Shares. The parties hereby acknowledge and agree that the Shares, when issued in accordance with the terms hereof, shall be entitled to all of the same rights and privileges provided to the Company's Common Stock.

11. Dividends and Other Distributions. In the event that the Company shall, at any time prior to the exercise of all Warrants, declare a dividend (other than a dividend consisting solely of shares of Common Stock) or otherwise distribute to its stockholders any assets, properties, rights, evidence of indebtedness, securities (other than shares of Common Stock), whether issued by the Company or by another, or any other thing of value, the Warrant Holder shall thereafter be entitled, in addition to the shares of Common Stock or other securities and property receivable upon the exercise thereof, to receive, upon the exercise of such Warrant, the same assets, property, rights, evidences of indebtedness, securities or any other thing of value that the Warrant Holder would have been entitled to receive at the time of such dividend or distribution as if the Warrant had been exercised immediately prior to such dividend or distribution. At the time of any such dividend or distribution, the Company shall make (and maintain) appropriate reserves to ensure the timely performance of the provisions of this Section 11.

12. Vesting. The Warrant shall only be exercisable in whole or in part, according to the following vesting schedule:

20% of the Shares are deemed vested as of the date of this Agreement;

20% of the Shares will be deemed to be vested on the first day on which the closing price/share of the Company's Common Stock (as quoted on the Over-the-Counter Bulletin Board or any other principal market on which such shares of Common Stock are then traded) has reached or exceeded **$3.00** per share (as adjusted for stock splits, stock dividends, reverse stock splits, and the like) for 20 consecutive trading days.

20% of the Shares will be deemed to be vested on the first day on which the closing price/share of the Company's Common Stock (as quoted on the Over-the-Counter Bulletin Board or any other principal market on which such shares of Common Stock are then traded) has reached or exceeded **$4.00** per share (as adjusted for stock splits, stock dividends, reverse stock splits, and the like) for 20 consecutive trading days.

20% of the Shares will be deemed to be vested on the first day on which the closing price/share of the Company's Common Stock (as quoted on the Over-the-Counter Bulletin Board or any other principal market on which such shares of Common Stock are then traded) has reached or exceeded $**5.00** per share (as adjusted for stock splits, stock dividends, reverse stock splits, and the like) for 20 consecutive trading days.

20% of the Shares will be deemed to be vested on the first day on which the closing price/share of the Company's Common Stock (as quoted on Over-the-Counter Bulletin Board or any other principal market on which such shares of Common Stock are then traded) has reached or exceeded **$6.00** per share (as adjusted for stock splits, stock dividends, reverse stock splits, and the like) for 20 consecutive trading days.

Notwithstanding the foregoing, in the event of a Change of Control (as defined below) of the Company in which the consideration payable to each common stockholder of the Company in connection with such Change of Control has a Deemed Value (as defined below) of at least $4.00 per share (as adjusted for stock splits, stock dividends, reverse stock splits, and the like) then the Shares subject to the Warrant shall immediately vest in full.

For purposes of this Agreement, "Change of Control" means either:

(1) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Company), unless the Company's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least 50% of the voting power of the surviving or acquiring entity (provided that the sale by the Company of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder); or

(2) a sale of all or substantially all of the assets of the Company.

For purposes of this Agreement, "Deemed Value" shall mean the value of consideration payable to each common stockholder of the Company in connection with a Change of Control as determined in good faith by the Board.

In the event that the Warrant Holder resigns his employment with the Company or the Company terminates the Warrant Holder's employment for "Cause" (as such term is defined in that certain Stock Option Agreement between the Company and the Warrant Holder, dated March 16, 2009) at any time prior to the time when all Shares have vested pursuant to this Section 12, then the rights under this Agreement with respect to the unvested portion of the Shares as of the date of termination shall immediately terminate.

13. Miscellaneous.

13.1 Waivers and Amendments. This Agreement or any provisions hereof may be changed, waived, discharged or terminated only by a statement in writing signed by the Company and by the Warrant Holder.

13.2 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

13.3 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered by hand or by facsimile transmission, when telexed, or upon receipt when mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) If to Company:

NeoGenomics, Inc.
12701 Commonwealth Drive, Suite 5
Fort Myers, FL 33913

Phone: (239) 768-0600
Attention: Chief Financial Officer
Facsimile: (239) 768-1672

With a copy (which copy shall not constitute notice) to:

K&L Gates LLP
200 South Biscayne Boulevard, Suite 3900
Miami, Florida 33131

Attention: Clayton Parker
Phone: (305) 539-3306
Facsimile: (305) 358-7095

(ii) If to Warrant Holder:

Douglas M. VanOort
3275 Regatta Road
Naples, FL 34103

Phone: (239) 261-0778
Facsimile:

13.4 Headings. The headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the terms hereof.

13.5 Closing of Books. The Company will at no time close its transfer books against the transfer of any Shares issued or issuable upon the exercise of the Warrant in a manner that interferes with the timely exercise of the Warrant.

13.6 No Rights or Liabilities as a Stockholder. This Agreement shall not entitle the Warrant Holder hereof to any voting rights or other rights as a stockholder of the Company with respect to the Shares prior to the exercise of the Warrant. No provision of this Agreement, in the absence of affirmative action by the Warrant Holder to purchase the Shares, and no mere enumeration herein of the rights or privileges of the Warrant Holder, shall give rise to any liability of such Holder for the Exercise Price or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

13.7 Successors. All the covenants and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and transferees.

13.8 Severability. If any provision of this Agreement shall be held to be invalid and unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

NEOGENOMICS, INC.

By: /s/Robert P. Gasparini
Robert P. Gasparini, President

DOUGLAS M. VANOORT

/s/Douglas M. VanOort
Douglas M. VanOort

EXHIBIT A

NOTICE OF EXERCISE

(To be signed only on exercise of Warrant)

Dated:_____

To: NeoGenomics, Inc.

The undersigned, pursuant to the provisions set forth in the attached Warrant Agreement, hereby irrevocably elects to:

☐ purchase _____ shares of Common Stock covered by such Warrant Agreement and herewith makes a cash payment of $_____, representing the full purchase price for such shares at the price per share provided for in such Warrant Agreement.

☐ purchase _____ shares of Common Stock covered by such Warrant Agreement and herewith delivers _____ shares of Common Stock having a Market Price as of the last trading day preceding the date hereof of $_____, representing the full purchase price for such shares at the price per shares provided for in such Warrant Agreement.

☐ acquire in a cashless exercise _____ shares of Common Stock pursuant to the terms of Section 3.1 of such Warrant Agreement.

Please issue a certificate or certificates representing such shares of Common Stock in the name of the undersigned or in such other name as is specified below.

Signature:_____

Name (print):_____

Title (if applicable):_____

Company (if applicable):_____

NEOGENOMICS, INC.

AMENDED AND RESTATED

EQUITY INCENTIVE PLAN

Effective As Of:
March 3, 2009

NEOGENOMICS, INC.
AMENDED AND RESTATED EQUITY INCENTIVE PLAN

Section 1. Purpose. This NeoGenomics, Inc. Amended and Restated Equity Incentive Plan (the "Plan") is hereby established by NeoGenomics, Inc. a Nevada corporation (the "Company"), which amends and restates the NeoGenomics, Inc. Equity Incentive Plan, originally effective as of October 14, 2003, and amended and restated effective as of October 31, 2006, to foster and promote the long-term financial success of the Company and its Subsidiaries and thereby increase stockholder value. The Plan provides for the Award of equity incentives to those employees, directors, or officers of, or key advisers or consultants to, the Company or any of its Subsidiaries who are responsible for or contribute to the management, growth or success of the Company or any of its Subsidiaries. The Plan, as amended and restated herein, was approved by the Company's Board of Directors on March 3, 2009.

Section 2. Definitions. For purposes of this Plan, the following terms used herein shall have the following meanings, unless a different meaning is clearly required by the context.

2.1 "Act" shall have the meaning provided in Section 13 of the Plan.

2.2 "Award" shall have the meaning provided in Section 3 of the Plan

2.3 "Board" means the Board of Directors of the Company.

2.4 "Code" means the Internal Revenue Code of 1986, as amended.

2.5 "Committee" shall have the meaning provided in Section 3 of the Plan.

2.6 "Common Stock" means the common stock, $0.001 par value, of the Company.

2.7 "Company" shall have the meaning provided in Section 1 of the Plan.

2.8 "Deferred Stock Award" means an award of shares of Common Stock pursuant to Section 10.

2.9 "Disability" means (i) as it relates to the exercise of an Incentive Stock Option after termination of employment, a disability within the meaning of Section 22(e)(3) of the Code, and (ii) for all other purposes, 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 or her 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.

2.10 "Effective Date" shall have the meaning provided in Section 26 of the Plan.

2.11 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

2.12 "Fair Market Value" of the Common Stock 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). For purposes of this definition, when determining the Fair Market Value for the grant of an Award, "applicable date" means the date of grant of the Award.

2.13 "Immediate Family" shall have the meaning provided in Section 20 of the Plan.

2.14 "Incentive Stock Option" means a stock option granted under the Plan which is an "incentive stock option" within the meaning of Section 422 of the Code.

2.15 "Non-Qualified Stock Option" means a stock option which is not an Incentive Stock Option.

2.16 "Other Stock-Based Award" means awards (other than Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Stock Bonus Awards, and Deferred Stock Awards) denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares of Common Stock and granted pursuant to Section 11.

2.17 "Outside Director" means a member of the Board who is not employed by the Company or any Subsidiary.

2.18 "Parent Company" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of the granting of the option or other award, each of the corporations other than the Company owns stock possessing 50% or more of the combined voting power of all classes of stock in one of the other corporations in the chain.

2.19 "Participant" shall mean any employee, director or officer of, or key adviser or consultant to, the Company or any Subsidiary to whom an Award is granted under the Plan.

2.20 "Plan" shall have the meaning provided in Section 1 of the Plan.

2.21 "Stock Appreciation Right" means an award made pursuant to Section 7.

2.22 "Stock Bonus Award" means an award made pursuant to Section 9.

2.23 "Stock Option" means any option to purchase shares of Common Stock granted pursuant to Section 6.

2.24 "Subsidiary" means: (i) as it relates to Incentive Stock Options, any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of the granting of the Stock Option, each of the corporations (other than the last corporation in the unbroken chain) owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in the chain; and (ii) for all other purposes, 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 .

2.25 "Transaction" shall have the meaning provided in Section 35 of the Plan.

Section 3. Administration. The Plan shall be administered by the Compensation Committee of the Board or such other committee as may be appointed by the Board from time to time for the purpose of administering this Plan, or if no such committee is appointed or acting, the entire Board; provided, however, that if the Company registers any class of equity security pursuant to Section 12 of the Exchange Act, and if the Plan is to be administered by a committee, then such committee shall consist of two or more members of the Board, each of whom shall each qualify as a "non-employee director" within the meaning of Rule 16b-3 of the Exchange Act and also qualify as an "outside director" within the meaning of Section l62(m) of the Code and regulations pursuant thereto. For purposes of the Plan, the Board acting in this capacity or the Compensation Committee described in the preceding sentence shall be referred to as the "Committee". The Committee shall have the power and authority to grant to eligible persons pursuant to the terms of the Plan: (i) Stock Options, (ii) Stock Appreciation Rights, (iii) Restricted Stock Awards, (iv) Stock Bonus Awards, (v) Deferred Stock Awards, (vi) Other Stock-Based Awards, or (vii) any combination of the foregoing (collectively referred to as "Awards").

The Committee shall have authority in its discretion to interpret the provisions of the Plan and to decide all questions of fact arising in its application. Except as otherwise expressly provided in the Plan, the Committee shall have authority to select the persons to whom Awards shall be made under the Plan; to determine whether and to what extent Awards shall be made under the Plan; to determine the types of Award to be made and the amount, size, terms and conditions of each such Award; to determine the time when the Awards shall be granted; to determine whether, to what extent and under what circumstances Common Stock and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the Participant; to adopt, alter and repeal such administrative rules, guidelines and practices governing the Plan as it shall from time to time deem advisable; and to make all other determinations necessary or advisable for the administration and interpretation of the Plan. Notwithstanding anything in the Plan to the contrary, in the event that the Committee determines that it is advisable to grant Awards which shall not qualify for the exception for performance-based compensation from the tax deductibility limitations of Section 162(m) of the Code, the Committee may make such grants or Awards, or may amend the Plan to provide for such grants or Awards, without satisfying the requirements of Section 162(m) of the Code.

Notwithstanding anything in the Plan to the contrary, the Committee also shall have authority in its sole discretion to vary the terms of the Plan to the extent necessary to comply with foreign, federal, state or local law or to meet the objectives of the Plan. The Committee may, where appropriate, establish one or more sub-plans for this purpose.

All decisions made by the Committee pursuant to the provisions of the Plan shall be final and binding on all persons who participate in the Plan.

All expenses and liabilities incurred by the Committee in the administration and interpretation of the Plan shall be borne by the Company. The Committee may employ attorneys, consultants, accountants or other persons in connection with the administration and interpretation of the Plan. The Company, and its officers and directors, shall be entitled to rely upon the advice, opinions or valuations of any such persons.

The Committee intends that all Options granted under the Plan not be considered to provide for the deferral of compensation under Section 409A of the Code and that any other Award that does provide for such deferral of compensation shall comply with the requirements of Section 409A of the Code and, accordingly, this Plan shall be so administered and construed. Further, the Committee may modify the Plan and any Award to the extent necessary to fulfill this intent.

Section 4. Common Stock Subject to the Plan.

4.1 Share Reserve. The maximum aggregate number of shares of Common Stock reserved and available for issuance under the Plan shall be 6,500,000 shares of Common Stock, of which 3,335,000 shares of Common Stock are subject to outstanding Awards as of the Effective Date. All such shares of Common Stock available for issuance under the Plan shall be available for issuance as Incentive Stock Options.

4.2 Source of Shares. Such shares may consist in whole or in part of authorized and unissued shares or treasury shares or any combination thereof as the Committee may determine. Except as otherwise provided herein, any shares subject to an option or right granted or awarded under the Plan which for any reason expires or is terminated unexercised, becomes unexercisable, or is forfeited or otherwise terminated, surrendered or cancelled as to any shares, or if any shares are not delivered because an Award under the Plan is settled in cash or the shares are used to satisfy the applicable tax withholding obligation, such shares shall not be deemed to have been delivered for purposes of determining the maximum number of shares of Common Stock available for issuance under the Plan and shall again become eligible for issuance under the Plan. If the exercise price of any Stock Option granted under the Plan is satisfied by tendering shares of Common Stock to the Company (whether by actual delivery or by attestation and whether or not such surrendered shares were acquired pursuant to any Award granted under the Plan), only the number of shares of Common Stock issued net of the shares of Common Stock tendered shall be deemed delivered for purposes of determining the maximum number of shares of Common Stock available for issuance under the Plan. No Awards may be granted following the termination or expiration of the Plan (in accordance with Section 23 of the Plan).

4.3 Code Section 162(m) Limitation. The total number of shares of Common Stock for which Stock Options and Stock Appreciation Rights may be granted to any employee during any 12 month period shall not exceed 1,500,000 shares in the aggregate (as adjusted pursuant to Section 22). The total number of shares of Common Stock for which Restricted Stock Awards, Deferred Stock Awards, Stock Bonus Awards and Other Stock-Based Awards that are subject to the attainment of performance criteria in order to protect against the loss of deductibility under Section 162(m) of the Code may be granted to any employee during any twelve month period shall not exceed 1,500,000 shares in the aggregate (as adjusted pursuant to Section 22). This Section 4.3 shall not become applicable until such time as the Company becomes subject to the reporting obligations of Section 12 of the Exchange Act.

Section 5. Eligibility to Receive Awards. An Award may be granted to any employee, director, or officer of, or key adviser or consultant to, the Company or any Subsidiary, who is responsible for or contributes to the management, growth or success of the Company or any Subsidiary, provided that bona fide services shall be rendered by consultants or advisers to the Company or its Subsidiaries and, unless otherwise approved by the Committee, such services must not be in connection with the offer and sale of securities in a capital-raising transaction and must not directly or indirectly promote or maintain a market for the Company's securities. Subject to the preceding sentence, the Committee shall have the sole authority to select the persons to whom an Award is to be granted hereunder and to determine what type of Award is to be granted to each such person. No person shall have any right to participate in the Plan. Any person selected by the Committee for participation during any one period will not by virtue of such participation have the right to be selected as a Participant for any other period.

Section 6. Stock Options. A Stock Option may be an Incentive Stock Option or a Non-Qualified Stock Option. Only employees of the Company or any Parent Company or Subsidiary of the Company are eligible to receive Incentive Stock Options. To the extent that any Stock Option does not qualify as an Incentive Stock Option, it shall constitute a separate Non-Qualified Stock Option. Stock Options may be granted alone or in addition to other Awards granted under the Plan. The terms and conditions of each Stock Option granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written Stock Option agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time. No person shall have any rights under any Stock Option granted under the Plan unless and until the Company and the person to whom such Stock Option shall have been granted shall have executed and delivered an agreement expressly granting the Stock Option to such person and containing provisions setting forth the terms and conditions of the Stock Option. The terms and conditions of any Stock Option granted hereunder need not be identical to those of any other Stock Option granted hereunder. The Stock Option agreements shall contain in substance the following terms and conditions and may contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

6.1 Type of Option. Each Stock Option agreement shall designate the Stock Option represented thereby as intended to be an Incentive Stock Option or a Non-Qualified Stock Option, as the case may be.

6.2 Option Price. The Incentive Stock Option exercise price shall be fixed by the Committee but shall in no event be less than 100% (or 110% in the case of an employee referred to in Section 6.8(ii) below) of the Fair Market Value of the shares of Common Stock subject to the Incentive Stock Option on the date the Incentive Stock Option is granted. The Non-Qualified Stock Option exercise price shall be fixed by the Committee and may be equal to, more than or less than 100% of the Fair Market Value of the shares of Common Stock subject to the Non-Qualified Stock Option at the time the Stock Option is granted, but in no event less than the par value of the Common Stock.

6.3 Exercise Term. Each Stock Option agreement shall state the period or periods of time within which the Stock Option may be exercised, in whole or in part, which shall be such period or periods of time as may be determined by the Committee, provided that no Stock Option shall be exercisable after ten years from the date of grant thereof (or, in the case of an Incentive Stock Option granted to an employee referred to in Section 6.8(ii) below, such term shall in no event exceed five years from the date on which such Incentive Stock Option is granted). The Committee shall have the power to permit an acceleration of previously established exercise period or periods upon such circumstances and subject to such terms and conditions as the Committee deems appropriate.

6.4 Payment for Shares. A Stock Option shall be deemed to be exercised when written notice of such exercise has been given to the Company in accordance with the terms of the Stock Option agreement by the Participant entitled to exercise the Stock Option and full payment for the shares of Common Stock with respect to which the Stock Option is exercised has been received by the Company. The Committee, in its sole discretion, may permit all or part of the payment of the exercise price to be made, to the extent permitted by applicable statutes and regulations, either: (i) in cash, by check or wire transfer, or (ii) in any other form of legal consideration as provided for under the terms of the Stock Option. No shares of Common Stock shall be issued to any Participant upon exercise of a Stock Option until the Company receives full payment therefor as described above. However, 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. No adjustment will be made for a dividend or other right for which the record date is prior to the date on which the Common Stock is issued, except as provided in Section 22 of the Plan. Each exercise of a Stock Option shall reduce, by an equal number, the total number of shares of Common Stock that may thereafter be purchased under such Stock Option.

6.5 Rights upon Termination. Except as otherwise set forth in the Participant's Stock Option agreement, in the event that a Participant's service with the Company or any Subsidiary, whether as an employee, officer, director, adviser or consultant, terminates for any reason, other than due to the Participant's death or Disability, any rights of the Participant under any Stock Option shall immediately terminate; provided, however, that the Participant (or any successor or legal representative) shall have the right to exercise the Stock Option to the extent that the Stock Option was exercisable at the time of termination, until the earlier of (i) the date that is three months after the effective date of such termination, or such other date as determined by the Committee in its sole discretion, or (ii) the expiration of the term of the Stock Option.

Except as otherwise set forth in the Participant's Stock Option agreement, in the event that a Participant's service terminates because such Participant dies or suffers a Disability prior to the expiration of the Stock Option and without the Participant's having fully exercised the Stock Option, the Participant or his or her successor or legal representative shall be fully vested in the Stock Option and shall have the right to exercise the Stock Option within the next 12 months following such termination, or such other period as determined by the Committee in its sole discretion, but not later than the expiration of the term of the Stock Option.

6.6 Exercise of Unvested Options. The Stock Option agreement may, but need not, include a provision whereby the Participant may elect at any time before the Participant's termination to exercise the Stock Option as to any part or all of the shares of Common Stock subject to the Stock Option prior to the full vesting of the Stock Option. Without limiting the generality of the foregoing, the Committee may provide that if the Stock Option is exercised prior to having fully vested, shares issued upon such exercise shall remain subject to vesting at the same rate as under the Stock Option so exercised and shall be subject to a right, but not an obligation, of repurchase by the Company with respect to all unvested Shares (including any securities issued with respect to such shares in accordance with Section 22 of the Plan) or to any other restriction the Committee determines to be appropriate. For purposes of facilitating the enforcement of any such right of repurchase, at the request of the Committee, the Participant shall enter into joint escrow instructions with the Company and deliver each certificate for his or her unvested shares of Common Stock with a stock power, duly endorsed in blank. The Company's rights under this Section 6.6 shall be freely assignable, in whole or in part.

6.7 This Section intentionally left blank.

6.8 Special Incentive Stock Option Rules. Notwithstanding the foregoing, in the case of an Incentive Stock Option, each Stock Option agreement shall contain such other terms, conditions and provisions as the Committee determines necessary or desirable in order to qualify such Stock Option as an Incentive Stock Option under the Code including, without limitation, the following:

(i) To the extent that the aggregate Fair Market Value (determined as of the time the Stock Option is granted) of the Common Stock, with respect to which Incentive Stock Options granted under this Plan (and all other plans of the Company and its Subsidiaries and Parent Company) become exercisable for the first time by any person in any calendar year, exceeds maximum annual limitation described in Section 422(d) of the Code (which amount is $100,000 as of the Effective Date), such Stock Options shall be treated as Non-Qualified Stock Options.

(ii) No Incentive Stock Option shall be granted to any employee if, at the time the Incentive Stock Option is granted, the employee (by reason of the attribution rules applicable under Section 424(d) of the Code) owns more than 10% of the combined voting power of all classes of stock of the Company or any Parent Company or Subsidiary unless at the time such Incentive Stock Option is granted the Stock Option exercise price is at least 110% of the Fair Market Value (determined as of the time the Incentive Stock Option is granted) of the shares of Common Stock subject to the Incentive Stock Option and such Incentive Stock Option by its terms is not exercisable after the expiration of five years from the date of grant.

If an Incentive Stock Option is exercised after the expiration of the exercise periods that apply for purposes of Section 422 of the Code, such Stock Option shall thereafter be treated as a Non-Qualified Stock Option.

Section 7. Stock Appreciation Rights. Stock Appreciation Rights entitle Participants to increases in the Fair Market Value of shares of Common Stock. The terms and conditions of each Stock Appreciation Right granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time. The agreements shall contain in substance the following terms and conditions and may contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

7.1 Award. Stock Appreciation Rights shall entitle the Participant, subject to such terms and conditions determined by the Committee, to receive upon exercise thereof an Award equal to all or a portion of the excess of: (i) the Fair Market Value of a specified number of shares of Common Stock at the time of exercise over (ii) a specified price which shall not be less than 100% of the Fair Market Value of the Common Stock at the time the right is granted. Such amount may be paid by the Company in cash, Common Stock (valued at its then Fair Market Value) or any combination thereof, as the Committee may determine. In the event of the exercise of a Stock Appreciation Right that is fully or partially settled in shares of Common Stock, the number of shares reserved for issuance under this Plan shall be reduced by the number of shares issued upon exercise of the Stock Appreciation Right.

7.2 Term. Each agreement shall state the period or periods of time within which the Stock Appreciation Right may be exercised, in whole or in part, subject to such terms and conditions prescribed for such purpose by the Committee, provided that no Stock Appreciation Right shall be exercisable after ten years from the date of grant thereof. The Committee shall have the power to permit an acceleration of previously established exercise terms upon such circumstances and subject to such terms and conditions as the Committee deems appropriate.

7.3 Rights upon Termination. Except as otherwise set forth in the Participant's Stock Appreciation Rights agreement, in the event that a Participant's service with the Company or any Subsidiary, whether as an employee, officer, director, adviser or consultant terminates for any reason, other than due to the Participant's death or Disability, any rights of the Participant under any Stock Appreciation Right shall immediately terminate; provided, however, the Participant (or any successor or legal representative) shall have the right to exercise the Stock Appreciation Right to the extent that the Stock Appreciation Right was exercisable at the time of termination, until the earlier of (i) the date that is three months after the effective date of such termination, or such other date as determined by the Committee in its sole discretion, or (ii) the expiration of the term of the Stock Appreciation Right.

In the event that a Participant's service terminates because such Participant dies or suffers a Disability prior to the expiration of his or her Stock Appreciation Right and without having fully exercised his or her Stock Appreciation Right, the Participant or his or her successor or legal representative shall be fully vested in the Stock Appreciation Right and shall have the right to exercise any Stock Appreciation Right within the next 12 months following such event, or such other period as determined by the Committee in its sole discretion, but not later than the expiration of the Stock Appreciation Right.

Section 8. Restricted Stock Awards . Restricted Stock Awards shall consist of shares of Common Stock restricted against transfer ("Restricted Stock") and subject to a substantial risk of forfeiture. The terms and conditions of each Restricted Stock Award granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time. The agreements shall contain in substance the following terms and conditions and may contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

8.1 Vesting Period. Restricted Stock Awards shall be subject to the restrictions described in the preceding paragraph over such vesting period as the Committee determines. To the extent the Committee deems necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, Restricted Stock Awards to any Participant may also be subject to certain conditions with respect to attainment of one or more preestablished performance objectives which shall relate to corporate, subsidiary, division, group or unit performance in terms of growth in gross revenue, earnings per share or ratios of earnings to equity or assets, net profits, stock price, market share, sales or costs. In order to take into account unforeseen events or changes in circumstances, such objectives may be adjusted by the Committee in its sole discretion; provided, to the extent the Committee deems it necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, such objectives may only be adjusted by the Committee to the extent permitted by Section 162(m) of the Code.

8.2 Restriction upon Transfer. Shares awarded, and the right to vote such shares and to receive dividends thereon, may not be sold, assigned, transferred, exchanged, pledged, hypothecated or otherwise encumbered, except as herein provided or as provided in any agreement entered into between the Company and a Participant in connection with the Plan, during the vesting period applicable to such shares. Notwithstanding the foregoing, and except as otherwise provided in the Plan, the Participant shall have all the other rights of a stockholder including, but not limited to, the right to receive dividends and the right to vote such shares, until such time as the Participant disposes of the shares or forfeits the shares pursuant to the agreement relating to the Restricted Stock Award.

8.3 Certificates. Any stock certificate issued in respect of shares awarded to a Participant shall be registered in the name of the Participant and deposited with the Company, or its designee, and shall bear the following legend:

> "THE SHARES OF STOCK REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE NEOGENOMICS, INC. AMENDED AND RESTATED EQUITY INCENTIVE PLAN, AS AMENDED, AND A RESTRICTED STOCK AWARD AGREEMENT ENTERED INTO BETWEEN THE REGISTERED OWNER AND NEOGENOMICS, INC. RELEASE FROM SUCH TERMS AND CONDITIONS SHALL BE OBTAINED ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE PLAN AND AGREEMENT, A COPY OF EACH OF WHICH IS ON FILE IN THE OFFICE OF THE SECRETARY OF NEOGENOMICS, INC."

Each Participant, as a condition of any Restricted Stock Award, shall have delivered a stock power, endorsed in blank, relating to the Common Stock covered by such Award.

Section 9. Stock Bonus Awards. Stock Bonus Awards shall consist of awards of shares of Common Stock. To the extent the Committee deems necessary or appropriate to protect against the loss of deductibility pursuant to Section 162(m) of the Code, the Committee may, in its sole discretion, grant a Stock Bonus Award based upon corporate, division, subsidiary, group or unit performance in terms of growth in gross revenue, earnings per share or ratios of earnings to equity or assets, net profits, stock price, market share, sales or costs or, with respect to Participants not subject to Section 162(m) of the Code, such other measures or standards determined by the Committee in its discretion. In order to take into account unforeseen events or changes in circumstances, such performance objectives may be adjusted; provided, to the extent the Committee deems it necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, such performance objectives may only be adjusted by the Committee to the extent permitted by Section 162(m) of the Code.

The terms and conditions of each Stock Bonus Award granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time. In addition to any applicable performance goals, shares of Common Stock subject to a Stock Bonus Award may be: (i) subject to additional restrictions (including, without limitation, restrictions on transfer) or (ii) granted directly to a person free of any restrictions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

Section 10. Deferred Stock Awards . Deferred Stock Awards under the Plan shall entitle Participants to future payments of shares of Common Stock upon the expiration of a specified period of time ("Deferral Period") and upon the satisfaction of certain conditions during the Deferral Period. The terms and conditions of each Deferred Stock Award granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time. The agreements shall contain in substance the following terms and conditions and may contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Committee shall deem desirable.

10.1 Vesting Period. Upon the expiration of the Deferral Period (or the Additional Deferral Period referred to in Section 10.2 below, where applicable) with respect to each Deferred Stock Award and the satisfaction of any other applicable limitations, terms or conditions, such Deferred Stock Award shall become vested in accordance with the terms of the agreement relating to the Deferred Stock Award. To the extent the Committee deems necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, Deferred Stock Awards to any Participant may also be subject to certain conditions with respect to attainment of one or more pre-established performance objectives which shall relate to corporate, subsidiary, division, group or unit performance in terms of growth in gross revenue, earnings per share or ratios of earnings to equity or assets, net profits, stock price, market share, sales or costs. In order to take into account unforeseen events or changes in circumstances, such performance objectives may be adjusted by the Committee in its sole discretion; provided, to the extent the Committee deems it necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, such performance objectives may only be adjusted by the Committee to the extent permitted by Section 162(m) of the Code. The Participant shall not be a stockholder with respect to any shares subject to a Deferred Stock Award until such shares vest and are issued to the Participant in accordance with the terms of the Deferred Stock Award agreement.

10.2 Additional Deferral Period. A Participant may request to defer (and, based thereon, the Committee may at any time defer) the receipt of all or any part of a Deferred Stock Award for an additional specified period or until a specified event ("Additional Deferral Period"). Except as otherwise agreed to by the Committee, the terms of any such additional deferral request shall be subject to the requirements of Section 409A of the Code and the regulations thereunder.

Section 11. Other Stock-Based Awards . Other Stock-Based Awards may be awarded, subject to limitations under applicable law and this Plan, that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, shares of Common Stock, as deemed by the Committee to be consistent with the purposes of the Plan. Other Stock-Based Awards may be awarded either alone or in addition to or in tandem with any other Awards under the Plan or any other plan of the Company. The terms and conditions of each Other Stock-Based Award granted under the Plan shall be specified by the Committee, in its sole discretion, and shall be set forth in a written agreement between the Company and the Participant in such form as the Committee shall approve from time to time or as may be reasonably required in view of the terms and conditions approved by the Committee from time to time.

To the extent the Committee deems it necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, Other Stock-Based Awards to any Participant may also be subject to certain conditions with respect to attainment of one or more pre-established performance objectives which shall relate to corporate, subsidiary, division, group or unit performance in terms of growth in gross revenue, earnings per share or ratio of earnings to equity or assets, net profits, stock price, market share, sales or costs. In order to take into account unforeseen events or changes in circumstances, such performance objectives may be adjusted; provided, to the extent the Committee deems it necessary or appropriate to protect against loss of deductibility pursuant to Section 162(m) of the Code, such performance objectives may only be adjusted by the Committee to the extent permitted by Section 162(m) of the Code.

Section 12. Loans. The Committee may, subject to the Sarbanes-Oxley Act of 2002 and otherwise in its sole discretion and to further the purpose of the Plan, provide for loans to persons in connection with all or any part of an Award under the Plan. Any loan made pursuant to this Section 12 shall be evidenced by a loan agreement, promissory note or other instrument in such form and which shall contain such terms and conditions (including without limitation, provisions for interest, payment, schedules, collateral, forgiveness, acceleration of such loans or parts thereof or acceleration in the event of termination) as the Committee shall prescribe from time to time. Notwithstanding the foregoing, each loan shall comply with all applicable laws, regulations and rules of any governmental agency having jurisdiction.

Section 13. Securities Law Requirements. No shares of Common Stock shall be issued upon the exercise or payment of any Award unless and until:

(i) The shares of Common Stock underlying the Award have 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 shares of Common Stock are listed have been satisfied; and

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

Section 14. Representations of Participant; 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 the Plan or the provisions of any applicable law:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1993, 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."

Any determination by the Company and its counsel in connection with any of the matters set forth in this Section 14 shall be conclusive and binding on all persons.

The Company may, but shall not be obligated to, register or qualify the sale of shares under the Act or any other applicable law.

Section 15. Single or Multiple Agreements. Multiple forms of Awards or combinations thereof may be evidenced by a single agreement or multiple agreements, as determined by the Committee.

Section 16. Rights of a Stockholder. The recipient of any Award under the Plan, unless otherwise expressly provided by the Plan, shall have no rights as a stockholder with respect thereto unless and until shares of Common Stock are issued to him.

Section 17. No Right to Continue Employment or Service. Nothing in the Plan or any instrument executed or Award granted pursuant thereto shall confer upon any Participant any right to continue to serve the Company, Parent Company or any Subsidiary in the capacity in effect at the time the Award was granted or shall affect the right of the Company, Parent Company or any Subsidiary to terminate (i) the employment of an employee with or without notice and with or without cause, (ii) the service of a consultant or adviser pursuant to the terms of such consultant's or adviser's agreement with the Company, Parent Company or any Subsidiary, if any or (iii) the service of a director pursuant to the Bylaws of the Company, Parent Company or any Subsidiary and any applicable provisions of the corporate law of the state in which the Company, Parent Company or any Subsidiary is incorporated, as the case may be.

Section 18. Withholding. The Company's obligations hereunder in connection with any Award shall be subject to applicable foreign, federal, state and local withholding tax requirements. Foreign, federal, state and local withholding tax due under the terms of the Plan 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 upon the exercise or payment of such Award) having a Fair Market Value equal to the required withholding and upon such other terms and conditions as the Committee shall determine; provided, however, the Committee, 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.

Section 19. Indemnification. No member of the Board or the Committee, nor any officer or employee of the Company or a Subsidiary or Parent Company acting on behalf of the Board or the Committee, shall be personally liable for any action, determination or interpretation taken or made in good faith with respect to the Plan, and all members of the Board or the Committee and each and any officer or employee of the Company or any Subsidiary or Parent Company acting on their behalf shall, to the extent permitted by law, be fully indemnified and protected by the Company in respect of any such action, determination or interpretation.

Section 20. Non-Assignability. No right or benefit hereunder shall in any manner be subject to the debts, contracts, liabilities or torts of the person entitled to such right or benefit. No Award under the Plan shall be assignable or transferable by the Participant except by will, by the laws of descent and distribution and by such other means as the Committee may approve from time to time, and all Awards shall be exercisable, during the Participant's lifetime, only by the Participant.

However, the Participant, with the approval of the Committee, may transfer a Non-Qualified Stock Option for no consideration to or for the benefit of the Participant's Immediate Family (including, without limitation, to a trust for the benefit of the Participant's Immediate Family or to a partnership or limited liability company for one or more members of the Participant's Immediate Family), subject to such limits as the Committee may establish, and the transferee shall remain subject to all the terms and conditions applicable to the Non-Qualified Stock Option prior to such transfer. The foregoing right to transfer a Non-Qualified Stock Option shall apply to the right to consent to amendments to the Stock Option agreement and, in the discretion of the Committee, shall also apply to the right to transfer ancillary rights associated with the Non-Qualified Stock Option. The term "Immediate Family" shall mean the Participant's spouse, parents, children, stepchildren, adoptive relationships, sisters, brothers and grandchildren (and, for this purpose, shall also include the Participant).

At the request of the Participant and subject to the approval of the Committee, Common Stock purchased upon exercise of a Non-Qualified Stock Option may be issued or transferred into the name of the Participant and his or her spouse jointly with rights of survivorship.

Except as set forth above or in a Stock Option agreement, any attempted assignment, sale, transfer, pledge, mortgage, encumbrance, hypothecation, or other disposition of an Award under the Plan contrary to the provisions hereof, or the levy of any execution, attachment, or similar process upon an Award under the Plan shall be null and void and without effect.

Section 21. Nonuniform Determinations. The Committee's determinations under the Plan (including without limitation determinations of the persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the agreements evidencing same, and the establishment of values and performance targets) need not be uniform and may be made by it selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

Section 22. 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 (i) available for issuance under the Plan, (ii) for which grants or Awards may be made to any Participant or to any group of Participants (e.g., Outside Directors), (iii) which are available for issuance under Incentive Stock Options, (iv) covered by outstanding unexercised Awards and grants denominated in shares or units of Common Stock, (b) the exercise or other applicable price related to outstanding Awards or grants and (c) the appropriate Fair Market Value and other price determinations relevant to outstanding Awards or grants and shall make such other adjustments as may be appropriate under the circumstances; provided, that the number of shares subject to any Award or grant always shall be a whole number.

Section 23. Termination and Amendment; Expiration. The Board may terminate or amend the Plan or any portion thereof at any time and the Committee may amend the Plan to the extent provided in Section 3, without approval of the stockholders of the Company, unless stockholder approval is required by applicable stock exchange or NASDAQ or other quotation system rules, applicable Code provisions, or other applicable laws or regulations. No amendment, termination or modification of the Plan shall affect any Award theretofore granted in any material adverse way without the consent of the recipient. Unless earlier terminated by the Board in accordance with this Section 23, the Plan will expire on the tenth anniversary of the Effective Date.

Section 24. Severability. If any provision of the Plan is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, and the Plan shall be reformed, construed and enforced in such jurisdiction so as to best give effect to the intent of the Company under the Plan.

Section 25. Effect on Other Plans. Participation in this Plan shall not affect an employee's eligibility to participate in any other benefit or incentive plan of the Company or any Subsidiary and any Awards made pursuant to this Plan shall not be used in determining the benefits provided under any other plan of the Company or any Subsidiary unless specifically provided.

Section 26. Effective Date of the Plan. This Plan, as amended and restated herein, is effective as of March 3, 2009 (the "Effective Date"), subject to approval of the stockholders of the Company to the extent required by applicable Code provisions or other applicable law.

Section 27. Governing Law. This Plan and all agreements executed in connection with the Plan shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to its conflicts of law doctrine.

Section 28. Gender and Number. Words denoting the masculine gender shall include the feminine gender, and words denoting the feminine gender shall include the masculine gender. Words in the plural shall include the singular, and the singular shall include the plural.

Section 29. Acceleration of Exercisability and Vesting. The Committee shall have the power to accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may first be exercised or the time during which it will vest.

Section 30. Modification of Awards. Within the limitations of the Plan and subject to Sections 22 and 35, the Committee may modify outstanding Awards or accept the cancellation of outstanding Awards for the granting of new Awards in substitution therefor. Notwithstanding the preceding sentence, except for any adjustment described in Section 22 or 35, no modification of an Award shall, without the consent of the Participant, alter or impair any rights or obligations under any Award previously granted under the Plan in any material adverse way without the affected Participant's consent. For purposes of the preceding sentence, any modification to any of the following terms or conditions of an outstanding unexercised Award or grant shall be deemed to be a material modification: (i) the number of shares of Common Stock covered by such Award or grant, (ii) the exercise or other applicable price or Fair Market Value determination related to such Award or grant, (iii) the period of time within which the Award or grant vests and is exercisable and the terms and conditions of such vesting and exercise, (iv) the type of Award, and (v) the restrictions on transferability of the Award or grant and of any shares of Common Stock issued in connection with such Award or grant (including the Company's right of repurchase, if any).

Section 31. No Strict Construction. No rule of strict construction shall be applied against the Company, the Committee, or any other person in the interpretation of any of the terms of the Plan, any agreement executed in connection with the Plan, any Award granted under the Plan, or any rule, regulation or procedure established by the Committee.

Section 32. Successors. This Plan is binding on and will inure to the benefit of any successor to the Company, whether by way of merger, consolidation, purchase, or otherwise.

Section 33. Plan Provisions Control. The terms of the Plan govern all Awards granted under the Plan, and in no event will the Committee have the power to grant any Award under the Plan which is contrary to any of the provisions of the Plan. In the event any provision of any Award granted under the Plan shall conflict with any term in the Plan, the term in the Plan shall control.

Section 34. Headings. The headings used in the Plan are for convenience only, do not constitute a part of the Plan, and shall not be deemed to limit, characterize, or affect in any way any provisions of the Plan, and all provisions of the Plan shall be construed as if no captions had been used in the Plan.

Section 35. 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) 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 Awards, or (y) the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate and equitable adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, or (z) the equitable settlement of such Awards in cash or cash equivalents (i.e., "cash out" provision), this Plan and all outstanding Awards granted hereunder, except with respect to specific Awards as the Committee otherwise determines, shall terminate. In the event of such termination, and to the extent applicable, each Participant shall be permitted to exercise prior to the anticipated effective date of the Transaction all outstanding Awards held by such Participant which are then vested and exercisable; 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 and exercisability of all, or a specified portion of, outstanding Awards may be accelerated.