

NEOGENOMICS INC
Form PREM14A
October 23, 2015
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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of the

Securities Exchange Act of 1934

(Amendment No.)

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☒ Preliminary Proxy Statement
- ☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- ☐ Definitive Proxy Statement
- ☐ Definitive Additional Materials
- ☐ Soliciting Material under §240.14a-12

NeoGenomics, Inc.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☐ No fee required.
- ☒ Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
- (1) Title of each class of securities to which transaction applies:
Common Stock, par value \$0.01 per share, of Clariant, Inc.
- (2) Aggregate number of securities to which transaction applies:
100 shares of Common Stock of Clariant, Inc.
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

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In accordance with Section 14(g) of the Exchange Act, the filing fee was determined by multiplying the book value of the Common Stock of Clariant, Inc. being acquired by NeoGenomics, Inc. (as reflected in the net parent investment line item of the unaudited condensed combined carve-out balance sheets of Clariant (a business within General Electric Company) as of June 30, 2015) of \$268,542,000 by .0001007

(4) Proposed maximum aggregate value of transaction:

\$268,542,000

(5) Total fee paid:

\$27,043

.. Fee paid previously with preliminary materials.

.. Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

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, 2015

Dear Fellow Stockholder:

NeoGenomics, Inc. (NeoGenomics, we, us or our), NeoGenomics Laboratories, Inc. (NeoGenomics Laboratories GE Medical Holding AB (GE Medical), a subsidiary of General Electric Company (GE), have entered into a Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended time to time, the Purchase Agreement), pursuant to which NeoGenomics (through NeoGenomics Laboratories) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Clariant, Inc., a wholly owned subsidiary of GE Medical, for an aggregate purchase price of approximately \$ million (the Transaction). The purchase price consists of (a) cash consideration of \$80.0 million, (b) 15,000,000 shares of our common stock, par value \$0.001 per share (the NEO Common Shares), and (c) 14,666,667 shares of our Series A convertible preferred stock, par value \$0.001 per share (the NEO Preferred Shares , and together with the NEO Common Shares, the NEO Shares), as such number of shares may be adjusted as described in the accompanying proxy statement. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding shares of common stock, and the NEO Shares would represent 32.9% of our post-closing voting power, in each case based on the number of shares of common stock issued and outstanding on October 15, 2015. As of October 15, 2015 we had no shares of preferred stock issued or outstanding.

On behalf of the Board of Directors of NeoGenomics, we cordially invite you to attend a special meeting of our stockholders, which will be held on December , 2015 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134. At the special meeting, you will be asked to consider and vote upon:

- (1) a proposal to approve the issuance of the NEO Shares to GE Medical in the Transaction (the Stock Issuance);
- (2) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the Authorized Common Stock Charter Amendment);
- (3) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the Authorized Preferred Stock Charter Amendment);
- (4) a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the Transaction Proposal);
- (5) a proposal to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding

restrictions of the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and

(6) a proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting or to approve the foregoing proposals. Stockholders of record at the close of business on , 2015 are entitled to receive notice of, and to vote at, the special meeting and any adjournment or postponement thereof.

AFTER CAREFUL CONSIDERATION, THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS PRESENTED AT THE SPECIAL MEETING.

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Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.

This proxy statement provides you with detailed information about NeoGenomics, Clariant and the Transaction. You may obtain additional information about us from documents that we have filed with the U.S. Securities and Exchange Commission as described under *Where You Can Find More Information* beginning on page 162 of the accompanying proxy statement. We strongly encourage you to carefully read the accompanying proxy statement and the information incorporated by reference into the accompanying proxy statement. Before deciding how to vote on the proposals to be presented at the special meeting, you should consider the information contained in the section entitled *Risk Factors* beginning on page 29 of the accompanying proxy statement.

It is very important that your vote be represented at the special meeting, regardless of the number of shares of our common stock that you own. Even if you plan to attend the special meeting, we urge you to submit your vote promptly. You may vote your shares via a toll-free telephone number, over the Internet, or by marking, signing and dating your proxy card and returning it in the envelope provided, as described in further detail herein. Voting by telephone, over the Internet or by proxy card will not prevent you from voting in person, but will ensure that your vote is counted if you are unable to attend the special meeting.

Thank you for your cooperation and continued support.

On behalf of the Board of Directors,

Douglas M. VanOort
Chairman of the Board of Directors and

Chief Executive Officer

Neither the Securities and Exchange Commission nor any state securities regulator has approved or disapproved the proposed Stock Issuance in connection with the Transaction or determined whether the accompanying proxy statement is accurate or complete. Any representation to the contrary is a criminal offense.

These proxy materials are first being mailed to stockholders of record on or about _____, 2015.

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NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

, 2015

A special meeting of stockholders of NeoGenomics, Inc. (NeoGenomics, we, us or our) will be held on 2015 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134. At the special meeting, you will be asked to consider and vote upon:

- (1) a proposal to approve the issuance (the Stock Issuance) of 15,000,000 shares of our common stock, par value \$0.001 per share (the NEO Common Shares) and 14,666,667 shares of our Series A convertible preferred stock, par value \$0.001 per share, as such number of shares may be adjusted as described in the accompanying proxy statement (the NEO Preferred Shares , and together with the NEO Common Shares, the NEO Shares), to GE Medical Holding AB (GE Medical), pursuant to the Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended from time to time the Purchase Agreement), by and among NeoGenomics, NeoGenomics Laboratories, Inc. and GE Medical, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Clariant, Inc. (the Transaction);
- (2) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the Authorized Common Stock Charter Amendment);
- (3) a proposal to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the Authorized Preferred Stock Charter Amendment);
- (4) a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the Transaction Proposal);
- (5) a proposal to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and
- (6) a proposal to adjourn the special meeting, if necessary or appropriate, for the solicitation of additional proxies in the event that there are not sufficient votes at the time of the special meeting to constitute a quorum or to approve the above proposals.

The accompanying proxy statement provides you detailed information about these items of business.

Stockholders will also transact such other business as may properly come before the special meeting or any adjournment or postponement thereof. At this time, our Board of Directors knows of no other proposals or matters that will be presented at the special meeting.

Only stockholders of record at the close of business on _____, 2015 are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof. **Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.**

AFTER CAREFUL CONSIDERATION, THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE FOR EACH OF THE PROPOSALS PRESENTED AT THE SPECIAL MEETING.

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YOUR VOTE IS IMPORTANT!

Whether or not you plan to attend the special meeting, we hope you will vote as soon as possible. Whether or not you plan to attend, please vote before the special meeting using the Internet, telephone or by signing, dating and mailing the proxy card in the pre-paid envelope, to ensure that your vote will be counted. Please review the instructions on each of your voting options described in the accompanying proxy statement. Your proxy may be revoked before the vote at the special meeting by following the procedures outlined in the accompanying proxy statement.

On behalf of the Board of Directors,

Douglas M. VanOort
Chairman of the Board of Directors

and Chief Executive Officer

12701 Commonwealth Drive, Suite 9

Fort Myers, Florida 33913

, 2015

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ADDITIONAL INFORMATION

Additional business and financial information about NeoGenomics can be found in documents previously filed by us with the U.S. Securities and Exchange Commission (the "SEC"). This information is available to you without charge at the SEC's website at www.sec.gov. In addition to receiving the proxy statement from NeoGenomics in the mail or obtaining the information on the SEC's website, our stockholders will also be able to obtain a proxy statement, free of charge, from NeoGenomics at its website, www.neogenomics.com, or by requesting copies in writing or by e-mail using the following contact information:

NeoGenomics, Inc.
12701 Commonwealth Drive, Suite 9
Fort Myers, Florida 33913
Attention: Fred Weidig, Corporate Secretary
fweidig@neogenomics.com

You may also request additional copies from our proxy solicitor, Alliance Advisors, LLC, using the following contact information:

Alliance Advisors, LLC
200 Broadacres Drive
3rd Floor
Bloomfield, NJ 07003

If you would like to request any documents, please do so by _____, 2015 in order to receive them before the special meeting.

See *Where You Can Find More Information* beginning on page 162 for more information about the documents previously filed by us with the SEC and incorporated herein by reference.

In addition, if you have questions about the Transaction, you may contact our proxy solicitor, Alliance Advisors, LLC, by telephone at (855) 325-6670 (toll-free) or via email at evote@viewproxy.com.

All information contained in the accompanying proxy statement regarding Clariant, Inc., its wholly owned subsidiary Clariant Diagnostic Services, Inc. ("Clariant Diagnostic Services"), and the business of Clariant, which is conducted primarily through Clariant Diagnostic Services and the variable interest entities Clariant Pathology Services, Inc. and GE Clariant Diagnostic Services, Ltd., was provided by GE Medical and Clariant.

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Annexes

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Annex D: Form of Voting Agreement
Annex E: Form of Certificate of Designations
Annex F: Opinion of Houlihan Lokey Capital, Inc.
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SUMMARY

*This summary highlights some of the information in the annexes attached to, and the documents incorporated by reference into, this proxy statement. It does not contain all of the information that is important to you. We urge you to read this proxy statement, as well as the annexes to and the documents incorporated by reference into this proxy statement, carefully and in their entirety to understand fully the Purchase Agreement, the Transaction, the Stock Issuance and the proposals to be presented at the special meeting. The parenthetical page references included below direct you to a more complete description of the topics presented in this summary. See *Where You Can Find More Information* beginning on page [] of this proxy statement.*

*Except as otherwise noted, references herein to *Clariant* refer to the business of Clariant, Inc., which is conducted primarily through Clariant Diagnostic Services, Inc. and the variable interest entities Clariant Pathology Services, Inc. and GE Clariant Diagnostic Services, Ltd.*

Special Meeting of NeoGenomics Stockholders (See page 37)

A special meeting of stockholders of NeoGenomics, Inc. (NeoGenomics, we, us or our) will be held on , 20 at a.m. Eastern Time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134, for the following purposes:

to approve the issuance (the *Stock Issuance*) of 15,000,000 shares of our common stock, par value \$0.001 per share (the *NEO Common Shares*), and 14,666,667 shares of our Series A convertible preferred stock, par value \$0.001 per share (the *NEO Preferred Shares*), and together with the NEO Common Shares, the *NEO Shares*), as such number of shares may be adjusted as described in the accompanying proxy statement, to GE Medical Holdings AB (*GE Medical*) pursuant to the Stock Purchase Agreement, dated October 20, 2015 (as such agreement may be amended from time to time the *Purchase Agreement*), by and among NeoGenomics, NeoGenomics Laboratories, Inc. and GE Medical, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Clariant, Inc. (the *Transaction*);

to approve an amendment to Article Fourth(A) of our Article of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares (the *Authorized Common Stock Charter Amendment*);

to approve an amendment to Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares (the *Authorized Preferred Stock Charter Amendment*);

a proposal to approve and adopt the Purchase Agreement and the Transaction contemplated thereby (the *Transaction Proposal*);

to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights (collectively, the Equity Incentive Plan Amendment); and

to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to approve the above proposals.

Approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to closing the Transaction.

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Only stockholders at the close of business on _____, 2015 (the Record Date) are entitled to notice of, and to vote at, the special meeting and any adjournment or postponement thereof. Such stockholders are entitled to one vote on each matter submitted to stockholders at the special meeting for each share of our common stock held as of the Record Date. At the close of business on the Record Date, there were _____ shares of our common stock issued and outstanding, and entitled to vote at the special meeting, held by _____ holders of record.

Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of each of the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal and the proposal to adjourn the special meeting. Abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of these proposals and unvoted shares will have no effect on the outcome of the proposals.

Provided a quorum is present, the affirmative vote of the majority of the outstanding shares of common stock is required for the approval of each of the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment. Since these proposals must be approved by a majority of the outstanding shares, abstentions and unvoted shares will have the same effect as voting against the proposals.

If you do not provide voting instructions to your brokerage firm, bank, broker-dealer or other similar organization with respect to the proposals to approve any of the foregoing proposals, such organization may not exercise discretion and would be prohibited from voting your shares of common stock with respect to those proposals. In such case, if such organization signs and returns a proxy with respect to your shares of common stock, but does not vote on such proposals, your shares will be reflected as broker non-votes. Such broker non-votes will be counted for purposes of determining whether there is a quorum. Assuming a quorum is present, broker non-votes will have no effect on the proposals to approve the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal or the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies. Since the proposals to approve the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment must be approved by a majority of our outstanding shares, broker non-votes will have the same effect as votes against these proposals.

This solicitation is made on behalf of our Board of Directors (the Board), and we will pay the costs of solicitation. Copies of solicitation materials will be furnished to banks, brokerage firms and other custodians, nominees and fiduciaries holding shares in their names that are beneficially owned by others so that they may forward the solicitation materials to such beneficial owners upon request. We will reimburse banks, brokerage firms and other custodians, nominees and fiduciaries for reasonable expenses incurred by them in sending proxy materials to our stockholders. In addition to the solicitation of proxies by mail, our directors, officers and employees may solicit proxies by telephone, electronic mail, letter, facsimile or in person. No additional compensation will be paid to these individuals for any such services. We have engaged Alliance Advisors, LLC to assist in the solicitation of proxies for the special meeting and will pay Alliance Advisors, LLC a fee of approximately \$8,500, plus reimbursement of out-of-pocket expenses.

The Transaction (See page 41)

On October 20, 2015, NeoGenomics, NeoGenomics Laboratories and GE Medical entered into the Purchase Agreement. Pursuant to the Purchase Agreement, NeoGenomics Laboratories, our wholly owned subsidiary, will acquire from GE Medical all of the issued and outstanding shares of common stock, par value \$0.01 per share, of Clariant, Inc. for an aggregate purchase price of approximately \$ _____ million, based on the closing price of our common stock on _____, 2015, the date immediately preceding the mailing of this proxy statement. The purchase price consists of (1) \$80.0 million cash, (2) the NEO Common Shares, totaling 15.0 million shares of NeoGenomics

common stock, and (3) the NEO Preferred Shares, totaling 14,666,667 shares of NeoGenomics

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Series A Preferred Stock, as such number of shares may be adjusted as described in this proxy statement. We have the right to increase the amount of the cash portion of the purchase price by up to \$110.0 million by delivering notice to GE Medical not later than two business days prior to the closing date of the Transaction. Any such increase in the cash consideration will result in a corresponding reduction in the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any such increase in the cash consideration by \$7.50, which is the per share conversion price of the NEO Preferred Shares. The cash portion of the purchase price to be paid at the closing of the Transaction will be adjusted to account for any increase in the cash portion of the purchase price as discussed above, estimated differences in working capital at the closing of the Transaction compared to the target working capital of \$27.0 million, certain indebtedness and cash and cash equivalents of Clariant.

Concurrent with the closing of the Transaction, NeoGenomics and GE Medical will enter into the Investor Board Rights, Lockup And Standstill Agreement (the *Investor Rights Agreement*) governing certain rights of and restrictions on GE Medical in connection with the shares of our common stock that GE Medical will own following the Transaction.

NeoGenomics and GE Medical also will enter into the Registration Rights Agreement (the *Registration Rights Agreement*) providing GE Medical customary demand and piggyback registration rights with respect to the NEO Common Shares and any shares of our common stock issuable upon conversion of the NEO Preferred Shares.

We, or our affiliates, have entered into or will enter into at or prior to the closing of the Transaction certain additional agreements with GE or certain of its affiliates, including a Transition Services Agreement, each as described under *Other Agreements*.

The Companies (See page 42)

NeoGenomics, Inc.

We operate a network of cancer-focused genetic testing laboratories whose mission is to improve patient care through exceptional genetic and molecular testing services. Our vision is to become America's premier cancer genetic testing laboratory by delivering uncompromising quality, exceptional service and innovative products and services. We maintain our principal executive offices at 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913. Our telephone number is (239) 768-0600.

Clariant

Clariant specializes in advanced oncology diagnostic services, as well as nucleic acid sequencing and other genomic services. Clariant is located in Aliso Viejo, California and Houston, Texas. Clariant combines innovative technologies, clinically meaningful diagnostic tests, world-class pathology expertise and genomics capabilities to provide services that assess and characterize cancer for physicians treating their patients as well as for biopharmaceutical companies in the process of clinically testing various therapies. Clariant conducts its business through Clariant Diagnostic Services, Inc., a wholly owned subsidiary of Clariant, Inc., which is wholly owned indirectly by General Electric Company (GE). The principal executive offices of Clariant are located at 31 Columbia, Aliso Viejo, California 92656. Its telephone number is (949) 425-5700.

GE Medical

GE Medical is a holding company of businesses managed within GE Healthcare, a division of GE that also comprises controlled subsidiaries of GE. GE Healthcare provides essential healthcare technologies with expertise in medical

imaging, software and information technology, patient monitoring and diagnostics, drug discovery,

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biopharmaceutical manufacturing technologies and performance improvement solutions primarily for hospitals, medical facilities, pharmaceutical and biotechnology companies, and life science research worldwide. GE Medical is the parent company of Clariant. The principal executive offices of GE Medical are located at Björkgatan 30, 75184 Uppsala, Sweden. Its telephone number is +46 18 6120000.

Board Recommendation (See page 52)

After discussion and deliberation based on the information considered during its evaluation of the proposed transaction with GE Medical, the Board unanimously (i) determined that the Transaction is fair to and in the best interests of NeoGenomics and our stockholders, (ii) approved the Purchase Agreement and the other agreements to be entered into in connection with the Transaction and (iii) directed that the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment, the Transaction Proposal and the Equity Incentive Plan Amendment be submitted for consideration by our stockholders at the special meeting. **Accordingly, the Board recommends that you vote FOR each of the proposals included in this proxy statement.**

Reasons for the Transaction (See page 52)

In developing its recommendation that our stockholders vote in favor of the proposal, the Board considered many factors, including the benefits described in this proxy statement and the positive and negative factors described in the section of this proxy statement entitled *The Transaction Reasons for the Transaction*, and unanimously determined that the Transaction is fair to and in the best interests of NeoGenomics and our stockholders and approved the Purchase Agreement and the other documents to be entered into as part of the Transaction. The Board believes that the Transaction will be beneficial because it is expected to, among other things enhance our cancer diagnostic testing capabilities, provide us with greater capability of combined medical staff and research and development teams and broaden our geographical access to clients. We also believe that, given the favorable strategic fit and potential to generate sizable cost synergies, the Transaction will be accretive to our 2016 cash earnings per share (net income adjusted for non-cash items including stock-based compensation, depreciation and amortization), excluding costs of the Transaction and integration activities.

Opinion of Houlihan Lokey (See page 57)

On October 19, 2015, Houlihan Lokey Capital, Inc., which we refer to as Houlihan Lokey, verbally rendered its opinion to the Board (which was subsequently confirmed in writing by delivery of Houlihan Lokey's written opinion addressed to the Board dated October 19, 2015), as to the fairness, from a financial point of view, to NeoGenomics of the consideration to be paid by NeoGenomics in the Transaction pursuant to the Purchase Agreement.

Houlihan Lokey's opinion was directed to the Board (in its capacity as such) and only addressed the fairness, from a financial point of view, to NeoGenomics of the consideration to be paid by NeoGenomics in the Transaction pursuant to the Purchase Agreement and did not address any other aspect or implication of the Transaction or any other agreement, arrangement or understanding. The summary of Houlihan Lokey's opinion in this proxy statement is qualified in its entirety by reference to the full text of its written opinion, which is attached as *Annex F* to this proxy statement and describes the procedures followed, assumptions made, qualifications and limitations on the review undertaken and other matters considered by Houlihan Lokey in connection with the preparation of its opinion. However, neither Houlihan Lokey's opinion nor the summary of its opinion and the related analyses set forth in this proxy statement are intended to be, and do not constitute, advice or a recommendation to the Board, any security holder of NeoGenomics or any other person as to how to act or vote with respect to any matter relating to the Transaction. See *The Transaction Opinion of*

Houlihan Lokey .

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NeoGenomics Board Following the Transaction (See page 66)

In connection with the Transaction, the Board has been increased from eight to ten directors in order to satisfy a closing condition under the Purchase Agreement. One of the vacancies created by such increase will be filled by a director recommended by GE Medical for approval by the Nominating and Corporate Governance Committee of the Board pursuant to the Investor Rights Agreement.

Impact of the Stock Issuance on Existing NeoGenomics Stockholders (See page 66)

The Stock Issuance will dilute the ownership and voting interests of our existing stockholders. As of October 15, 2015, there were approximately 60.6 million shares of our common stock issued and outstanding. Upon the closing of the Transaction, we will issue to GE Medical 15.0 million shares of common stock and 14,666,667 million shares of Series A Preferred Stock as such number of shares may be adjusted as described elsewhere in this proxy statement. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding shares of common stock. In addition, the NEO Preferred Shares will, with certain exceptions, vote with shares of our common stock as a single class on an as converted basis. Accordingly, if we issue all of the NEO Preferred Shares, the NEO Shares issued to GE Medical will represent 32.9% of our total voting power upon closing of the Transaction, with our current stockholders owning the remaining 67.1% of the total voting power. Therefore, the ownership and voting interests of our existing stockholders will be proportionately reduced. In addition, after the third anniversary of the closing of the Transaction, holders of the Series A Preferred Stock will be permitted, under certain circumstances, to convert such shares into shares of common stock. Any such conversion will further dilute the ownership interests of our stockholders.

In connection with the execution of the Purchase Agreement, the Board amended our bylaws to opt out of Nevada Revised Statutes Sections 78.378 - 78.3793 and 78.411 - 78.444, which provide certain anti-takeover protections for Nevada corporations. Further, under the terms of the Investor Rights Agreement, we will be prohibited from implementing a stockholder rights plan, unless such plan specifically permits GE Medical and certain of its affiliates to beneficially own the percentage of our outstanding voting stock they own as of the date of the adoption of such stockholder rights plan, plus any increase in such percentage resulting from shares of voting stock acquired or that may be acquired pursuant to the terms of the Series A Preferred Stock or pursuant to certain participation rights contained in the Investor Rights Agreement.

Material United States Federal Income Tax Consequences of the Transaction to NeoGenomics Stockholders (See page 67)

Because our existing stockholders do not participate in the Transaction, they will not recognize gain or loss in connection with the Transaction with respect to their shares of our common stock.

Accounting Treatment of the Transaction (See page 67)

We prepare our financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). Under GAAP, the Transaction will be accounted for by applying the acquisition method with NeoGenomics treated as the acquirer.

Appraisal Rights (See page 67)

None of our stockholders will be entitled to exercise appraisal rights or to demand payment for his, her or its shares of our common stock in connection with the Transaction.

Regulatory Approvals and Clearances (See page 67)

Under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), and the rules and regulations promulgated thereunder, the Transaction may not be completed until certain required

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information and materials have been furnished to the Antitrust Division of the U.S. Department of Justice (the DOJ) and the U.S. Federal Trade Commission (the FTC) and certain waiting period requirements have expired or been terminated. On , 2015, each of NeoGenomics, NeoGenomics Laboratories and GE Medical filed a pre-merger notification and report form pursuant to the HSR Act with the DOJ and the FTC.

Federal Securities Law Consequences; Restrictions on Transfer (See page 67)

The NEO Shares will be issued to GE Medical in a private placement transaction under the exemption from registration provided under Section 4(a)(2) of the Securities Act of 1933, as amended (the Securities Act), as the offer and sale of the NEO Shares does not involve a public offering of our common stock or preferred stock. We have determined that GE Medical is an accredited investor within the meaning of Rule 501(a) under the Securities Act. The certificates representing the NEO Shares will bear legends that such securities have not been registered under the Securities Act or the securities laws of any state and may not be sold or transferred in the absence of an effective registration statement under the Securities Act and applicable state securities laws or an exemption from registration thereunder.

In addition, the NEO Shares will be subject to further restrictions on transfer and GE Medical will be entitled to certain registration rights as described in more detail in *The Investor Board Rights, Lockup And Standstill Agreement* and *Other Agreements The Registration Rights Agreement* on pages 85 and 90, respectively.

Financing of the Transaction (See page 68)

We expect to pay the \$80.0 million of cash consideration and related fees and expenses of the Transaction using (i) \$10.0 million of borrowings under a new senior secured revolving credit facility (the Revolving Credit Facility), (ii) \$55.0 million from the proceeds of a new senior secured term loan facility (the Term Loan Facility and, together with the Revolving Credit Facility, the Credit Facilities) and (iii) the remainder from other available cash. Concurrent with the execution of the Purchase Agreement, we entered into commitment letters providing for the Credit Facilities.

The Purchase Agreement (See page 70)

The Purchase Agreement, which is attached to this proxy statement as *Annex A*, is described in more detail under the section entitled *The Stock Purchase Agreement* beginning on page 70. We urge you to read the Purchase Agreement in its entirety because the Purchase Agreement and not this proxy statement is the legal document governing the Transaction.

Closing Conditions

The closing of the Transaction is subject to various customary closing conditions, including, among others:

our stockholders approving the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal;

the absence of any order of any governmental authority that prohibits or materially restrains the transactions, including HSR Act approval and the absence of any proceeding brought by any government authority pending before any court of competent jurisdiction seeking such an order;

expiration or termination of the waiting periods under applicable antitrust laws; and

the absence of the occurrence of a material adverse effect on the business of Clariant since the date of the Purchase Agreement.

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Representations and Warranties; Covenants

The Purchase Agreement contains customary representations and warranties made by each of NeoGenomics, NeoGenomics Laboratories and GE Medical.

The parties have also agreed to various covenants in the Purchase Agreement, including, among others, covenants:

to conduct their respective operations in the ordinary course of business consistent with past practice from the date of the Purchase Agreement until the closing of the transaction;

restricting, subject to certain limitations, our ability to solicit or enter into certain alternative transactions prior to closing; and

to use reasonable best efforts to cause their respective closing conditions to be met as promptly as practicable.

Termination; Termination Fees

The Purchase Agreement contains certain termination rights for both NeoGenomics and GE Medical and further provides that we must pay to GE Medical certain termination fees upon termination of the Purchase Agreement under the following circumstances:

In the event the Purchase Agreement is terminated by NeoGenomics or GE Medical as a result of (a) the closing of the Transaction not being completed by July 20, 2016 (the "Outside Date") or (b) the issuance of a final, nonappealable order of any governmental authority pursuant to antitrust laws permanently restraining or prohibiting the closing, then NeoGenomics is obligated to pay GE Medical \$15.0 million; provided that, (1) in the case of the preceding clause (a) only, at the time of such termination, the closing conditions relating to obtaining required approvals, providing required notices and expiration or termination of waiting periods imposed by any governmental authority shall not have been satisfied and (2) in the case of clause (b) only, GE Medical shall not be entitled to such payment if GE Medical is then in material breach of certain of its obligations relating to obtaining regulatory and other authorizations and consents.

In the event the Purchase Agreement is terminated by GE Medical as a result of the failure of NeoGenomics or NeoGenomics Laboratories to obtain proceeds pursuant to the commitment letters for the Credit Facilities sufficient to fund the cash consideration and all other fees and expenses as may be necessary to consummate the transactions contemplated by the Purchase Agreement when all of NeoGenomics' conditions to closing (other than conditions which are to be satisfied by actions taken at the closing) have been satisfied, NeoGenomics is obligated to pay GE Medical \$15.0 million.

In the event the Purchase Agreement is terminated by GE Medical or NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, Authorized Common Charter Amendment, or the Authorized Preferred Stock Charter Amendment, NeoGenomics is obligated to pay GE Medical \$3.0 million.

In the event the Purchase Agreement is terminated by GE Medical as a result of the occurrence of a Triggering Event, NeoGenomics is obligated to pay GE Medical \$15.0 million.

In the event the Purchase Agreement is terminated:

by GE Medical as a result of the breach by NeoGenomics of any of its representations or warranties or a failure by NeoGenomics to comply with any covenant or agreement that would cause the closing condition relating to truth of representations and performance of covenants not to be satisfied, and such closing condition is incapable of being satisfied by the Outside Date;

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by GE Medical or NeoGenomics as a result of a failure to close by the Outside Date and the closing conditions relating to receipt of required approvals, the making of required notices and the expiration or termination of waiting periods imposed by any government authority have been satisfied; or

by GE Medical or NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment;

and

a Parent Acquisition Proposal (as defined in the Purchase Agreement) has been made after the date of the Purchase Agreement and within 12 months of the termination of the Purchase Agreement, NeoGenomics (a) enters into a definitive agreement with respect to a Parent Acquisition Proposal or (b) consummates a Parent Acquisition Proposal;

then NeoGenomics is obligated to pay GE Medical \$15.0 million; provided, that any amounts previously paid by NeoGenomics as a result of the failure of the NeoGenomics stockholders to approve the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment shall be credited against such amount.

Indemnification

Subject to certain exceptions and other provisions, we and GE Medical have agreed to indemnify each other for breaches of representations and warranties, breaches of covenants and certain other matters. The indemnification provided by each party to the other with respect to breaches of representations and warranties, other than certain fundamental representations and healthcare-related fundamental representations, is subject to a cap on losses of \$50.0 million and applies only to such losses in excess of \$2.0 million in the aggregate, each of which cap and deductible amounts is subject to certain exceptions. The indemnification provided by each party to the other with respect to breaches of representations and warranties of certain healthcare-related fundamental representations is subject to a cap on losses of \$50.0 million and applies at the point such losses exceed \$2.0 million in the aggregate, after which indemnification is available from the first dollar of loss, each of which cap and basket amounts is subject to certain exceptions.

The Investor Rights Agreement (See page 85)

The agreed form of Investor Rights Agreement, which is attached to this proxy statement as *Annex B*, is described in more detail under the section entitled *The Investor Board Rights, Lockup And Standstill Agreement* beginning on page 85. We urge you to read the Investor Rights Agreement in its entirety because the Investor Rights Agreement and not this proxy statement is the primary legal document that will govern certain rights of and restrictions on GE Medical in connection with the NEO Shares that GE Medical will own following the Transaction.

GE Medical Representation on the NeoGenomics Board of Directors

We are required to use commercially reasonable efforts to appoint, within ten business days of the closing of the Transaction, one director designated by GE Medical to the Board; provided that such designee meets the director qualification requirements set forth in the Investor Rights Agreement. Thereafter, for so long as GE Medical, or GE and its subsidiaries (collectively, the GE Parties) continue to beneficially own in the aggregate at least 10% of our

then-outstanding voting stock, GE Medical will be entitled to designate for nomination one director for election at each annual or special meeting of our stockholders at which directors of the Board are to be elected and at which the seat held by GE Medical's designee is subject to election. We refer to each such meeting as an election meeting.

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Subject to the director qualification requirements set forth in the Investor Rights Agreement, we are required to appoint GE Medical's designee to the Board, include such designee on the management nomination slate, recommend that our stockholders vote in favor of such designee, and use commercially reasonable efforts to cause the election of such designee at each election meeting.

GE Medical must vote all shares of our voting stock beneficially owned by it in favor of the management nomination slate. However, GE Medical's obligation to do so will expire upon the earlier of:

the date on which GE Medical's director designation rights terminate pursuant to the Investor Rights Agreement; and

our material breach of any of our obligations under the Investor Rights Agreement which breach is incurable or remains uncured 10 business days following notice thereof from GE Medical.

Board Observer Rights

For so long as the GE Parties continue to beneficially own at least 20% of the Company's then-outstanding voting stock, GE will be entitled to have one representative of the GE Parties acceptable to us attend all meetings of the Board (and any committees upon which GE Medical's designee sits that are held incident with such Board meeting), in a non-voting observer capacity, and such representative will receive copies of all notices, minutes, consents and other materials we provide to our directors in connection with such meeting. We may exclude such representative from access to any of such materials or meetings or portions thereof if we believe that any such material or portion thereof is a trade secret or similar confidential information or such exclusion is necessary to preserve the attorney-client privilege.

General Standstill Provisions

For a period of 48 months following the closing of the Transaction, unless specifically approved by us or earlier terminated in accordance with the Investor Rights Agreement, none of the GE Parties will, directly or indirectly, acquire or agree, whether by purchase, tender or exchange offer, to acquire ownership of any shares of our common stock, except the NEO Shares, any shares issued or issuable upon conversion of the NEO Preferred Shares or as a result of the terms of the NEO Preferred Shares, any shares issued or issuable as a result of any stock split, stock dividend, right, warrant, or other distribution, recapitalization or offering made available by us to holders of our voting stock or shares acquired pursuant to the participation rights provided in the Investor Rights Agreement.

Transfer Restrictions

None of the GE Parties may, without our prior written consent, sell or transfer any of the NEO Shares, or engage in any hedging or other transaction designed to or that reasonably could be expected to lead to or result in the disposition of the NEO Shares, until the earlier of (a) two years from the closing of the Transaction and (b) the date which is 6 months after we have redeemed all of the Series A Preferred Stock, unless such prohibitions are earlier terminated in accordance with the Investor Rights Agreement. However, this restriction will not apply to any of the following dispositions, among others:

dispositions by one GE Party to another in compliance with the Investor Rights Agreement;

dispositions by the GE Parties during any three month period that in the aggregate satisfy the volume limitations under Rule 144 of the Securities Act;

dispositions resulting from the exercise of any rights under the piggyback registration provisions in the Registration Rights Agreement;

dispositions to NeoGenomics or any of our affiliates;

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dispositions pursuant to a tender offer, exchange offer, merger, consolidation, amalgamation or other reorganization involving NeoGenomics or our voting stock;

dispositions following any of a third party or group's announcement of its intention to acquire, its entrance into an agreement to acquire, or its acquisition of 25% or more of our outstanding voting stock;

dispositions following a third party or group's entrance into an agreement to acquire, or announcement of its intention to acquire, all or substantially all of our assets;

dispositions following a third party or group's offer, or announcement of its intention to make an offer, to acquire control of NeoGenomics or to elect two or more directors to the Board or otherwise engage in a transaction that would require approval of our stockholders;

dispositions following a third party or group's assistance or encouragement of any other person to engage in, or to announce its intention to engage in, any of the transactions contemplated in any of the three preceding bullets;

dispositions following our entrance into an agreement with respect to our consolidation, merger, amalgamation, reorganization or otherwise in which we would be merged into or combined with another person, unless immediately following the consummation of such transaction our stockholders immediately prior to the consummation of such transaction would continue to hold 60% or more of all of the outstanding common stock or other securities entitled to vote for the election of directors of the surviving or resulting entity in such transaction or any direct or indirect parent thereof; and

dispositions following our public announcement of our intention to do any of the actions set forth in the preceding five bullets or other public announcement of our intention to explore strategic alternatives, or any public announcement indicating that we are actively seeking a change in control of NeoGenomics.

Anti-Takeover Provisions

We may not implement a stockholder rights plan of a type commonly known as a "poison pill" unless such plan specifically permits the GE Parties to beneficially own the percentage of our outstanding voting stock they own as of the date of adoption of such plan, plus any increase in such percentage resulting from shares of voting stock acquired or that may be acquired pursuant to the terms of the Series A Preferred Stock, or as a result of any stock dividend, stock split or other recapitalization of NeoGenomics, or pursuant to the participation rights provided in the Investor Rights Agreement.

Other Agreements

We, or certain of our affiliates, will also enter into certain other agreements in connection with the Transaction, each of which is described in more detail under the section entitled *Other Agreements* beginning on page 90. We urge you to read each of these agreements in its entirety because each of these agreements and not this proxy statement provide certain additional rights to each of the parties or their affiliates.

Registration Rights Agreement

Pursuant to the terms of the Registration Rights Agreement, the form of which is attached to this proxy statement as *Annex C*, we are required to file on or before the earlier of (i) 21 months following the closing of the Transaction and (ii) 6 months after we redeem all of the Series A Preferred Stock held by GE Medical, a shelf registration statement for the offer and sale on a continuous or delayed basis of certain securities held by GE Medical and any other person to whom GE Medical transferred such securities pursuant to a permitted transfer. The agreement also provides GE Medical with customary demand and piggyback registration rights, subject to certain limitations.

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Voting Agreements

GE Medical has entered into voting agreements (the "Voting Agreements"), the form of which is attached to this proxy statement as *Annex D*, with our executive officers and directors, pursuant to which the executive officers and directors have agreed to vote certain of their shares of common stock in accordance with the terms of the Voting Agreements. The aggregate number of shares of our common stock subject to the Voting Agreements is: 4,912,374 shares, comprised of 2,047,374 shares of our common stock and 2,865,000 shares subject to options, warrants and other rights to acquire shares of our common stock, which represents 7.7% of our issued and outstanding shares as of October 15, 2015, assuming all such options, warrants and other rights are exercisable within 60 days of October 15, 2015. The Voting Agreements provide, among other things, that these individuals will vote the shares subject to such Voting Agreements through the earlier of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal and the termination of the Purchase Agreement in favor of each of the proposals included in this proxy statement.

Lockup Agreement

Each of Douglas VanOort, our Chief Executive Officer and Chairman of the Board, and Steven Jones, our Executive Vice President Finance and a member of the Board, entered into a lockup agreement pursuant to which they agreed, subject to certain exceptions, not to sell or transfer any shares of their NeoGenomics common stock or securities convertible into, exchangeable or exercisable for, or that represent the right to receive such shares, for six months after the closing of the Transaction.

Transition Services Agreement

Pursuant to the terms of a Transition Services Agreement entered into between NeoGenomics and GE (the "Transition Services Agreement"), GE has agreed that it or certain of its affiliates will provide us certain transition services with respect to the transition to NeoGenomics of Clariant's business.

Transitional Trademark License Agreement

Prior to or at the closing of the Transaction, Clariant will enter into a transitional trademark license agreement with Monogram Licensing, Inc. and Monogram Licensing International, Inc., subsidiaries of GE. Under the agreement, Clariant will receive a non-exclusive, royalty-free, worldwide license to use certain trademarks owned by Monogram Licensing and Monogram Licensing International for a period of up to 6 months, while Clariant phases out the licensed trademarks and rebrands.

MultiOmyx License Agreement

Prior to or at the closing of the Transaction, Clariant will enter into a technology license agreement with GE Healthcare Bio-Sciences Corp. Under the agreement, Clariant will receive an exclusive, royalty-bearing license in the United States to use the licensed patents and technical information in conjunction with fluorescent-based tissue staining systems for purposes of performing research, discovery and development of therapeutics and for providing in-vitro diagnostic testing services. The agreement also will grant Clariant a non-exclusive license in the United States to use software programs that process and analyze raw data generated using the MultiOmyx Technology (as defined therein). The agreement terminates 20 years from the effective date, or upon expiry of the last licensed patent, whichever occurs later. Clariant may terminate the agreement without cause any time after the tenth anniversary of the effective date of the agreement, and GE Healthcare Bio-Sciences Corp. may terminate the agreement without cause if certain milestones are not met in the seventh year of the agreement.

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The following table presents summary historical consolidated financial data as of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, derived from our audited consolidated financial statements, which are included in our annual report on Form 10-K for the year ended December 31, 2014 and incorporated by reference into this proxy statement. The table also presents summary historical consolidated financial data as of December 31, 2012 and for the years ended December 31, 2011 and 2010 derived from audited consolidated financial statements that are not included in or incorporated by reference into this proxy statement. Additionally, the table presents summary historical consolidated financial data as of June 30, 2015 and for the six months ended June 30, 2015 and 2014, derived from our unaudited condensed consolidated financial statements, which are included in our quarterly report on Form 10-Q for the quarterly period ended June 30, 2015 and incorporated by reference into this proxy statement. In the opinion of our management, the unaudited interim information reflects all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of financial position and operating results for the periods presented. Results for interim periods should not be considered indicative of results for any other periods or for the year.

The information presented below is only a summary. The historical results are not necessarily indicative of results that can be expected for any future period. The summary financial data set forth below should be read in conjunction with *Management's Discussion and Analysis of Financial Condition and Results of Operations* and the historical consolidated financial statements and notes thereto for 2014, 2013 and 2012, which are included in our annual report on Form 10-K for the year ended December 31, 2014, and *Management's Discussion and Analysis of Financial Condition and Results of Operations* and the historical condensed consolidated financial statements and notes thereto for the three and six months ended June 30, 2015, which are included in our quarterly report on Form 10-Q for the quarterly period ended June 30, 2015, and, in each case, are incorporated by reference in this proxy statement.

	Six Months Ended June 30,			Year Ended December 31,			
	2015	2014	2014	2013	2012	2011	2010
	(in thousands, except share data)						
Statement of Operations Data:							
Net revenue	\$ 47,396	\$ 38,852	\$ 87,069	\$ 66,467	\$ 59,867	\$ 43,484	\$ 34,371
Income (loss) from operations	(534)	972	2,218	3,174	1,211	(409)	(2,963)
Net income (loss)	(937)	376	1,132	2,033	65	(1,177)	(3,303)
Net income per share basic	(0.02)	0.01	0.02	0.04	0.00	(0.03)	(0.09)
Net income per share diluted	(0.02)	0.01	0.02	0.04	0.00	(0.03)	(0.09)

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	As of June 30,		As of December 31,		
	2015	2014	2014	2013	2012
	(in thousands)				
Balance Sheet Data:					
Cash and cash equivalents	\$ 32,952	\$ 5,023	\$ 33,689	\$ 4,834	\$ 1,868
Working capital(1)	44,476	12,856	44,119	13,168	823
Total assets	82,966	43,638	81,106	39,916	30,071
Total liabilities	22,099	20,505	20,701	18,205	20,855
Total stockholders' equity	60,867	23,133	60,405	21,711	9,216

(1) Working capital is calculated as current assets minus current liabilities.

Summary Historical Combined Carve-Out Financial Data of Clariant (See page 134)

The following table presents the summary historical combined carve-out financial data of Clariant:

As of December 31, 2014 and 2013 and for the years ended December 31, 2014, 2013 and 2012, derived from Clariant's audited combined carve-out financial statements, which are included in this proxy statement;

As of June 30, 2015 and for the six months ended June 30, 2015 and 2014, derived from Clariant's unaudited condensed combined carve-out interim financial statements, which are included in this proxy statement; and

As of June 30, 2014 and December 31, 2012, 2011 and 2010 and for the years ended December 31, 2011 and 2010, derived from Clariant's unaudited combined carve-out information not included in this proxy statement.

In the opinion of Clariant's management, the unaudited interim information reflects all adjustments, consisting of normal recurring adjustments necessary for a fair presentation of financial position and operating results for the periods presented. Results for interim periods should not be considered indicative of results for any other periods or for the year.

The information below is only a summary. The historical results presented below are not necessarily indicative of results that can be expected for any future period. The summary financial data set forth below should be read in conjunction with *Clariant Management's Discussion and Analysis of Financial Condition and Results of Operations* beginning on page 136 and Clariant's historical combined carve-out financial statements and notes thereto included in this proxy statement.

	Six months ended			Year ended December, 31			
	June 30,						
	2015	2014	2014	2013	2012	2011	2010 (1)
	(in thousands)						
Statement of Operations Data:							
Net sales	\$ 60,950	\$ 60,882	\$ 127,224	\$125,702	\$ 139,721	\$ 133,805	\$ 106,704

Income (loss) from operations	(48,549)	(15,319)	(24,539)	(350,395)	(42,507)	658	(22,078)
Net loss	(49,451)	(18,285)	(28,833)	(350,996)	(29,536)	(5,057)	(22,565)

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	As of June 30,			As of December 31,			
	2015	2014	2014	2013	2012	2011	2010
	(in thousands)						
Balance Sheet Data:							
Cash and cash equivalents	\$ 1,368	\$ 1,337	\$ 1,279	\$ 56	\$ 320	\$ 42	\$ 8,240
Working capital	7,642	11,827	8,474	7,380	31,929	38,294	69,486
Total assets(2)	316,530	386,460	372,041	395,616	698,042	640,825	670,270
Total liabilities	47,988	54,766	52,040	59,282	41,882	40,349	69,278
Net Parent Investment(2)	268,542	331,694	320,001	336,334	656,160	600,476	600,992

- (1) Clarient was acquired by GE on December 22, 2010. The statement of operations data for the year ended December 31, 2010 reflects Clarient's operations as a stand-alone company and does not contain adjustments related to the acquisition or accounting for a business combination, such as depreciation and amortization related to fair value adjustments. Clarient's management believes that bifurcation of the 2010 results into predecessor and successor periods and the impact of acquisition accounting for the post-acquisition period in 2010 would not result in a more meaningful presentation of statement of operations data. Balance sheet data for all periods presented and statement of operations data presented for periods subsequent to 2010 reflect the impact of the acquisition and underlying accounting. Therefore, comparisons of 2010 data and subsequent periods are impacted by a variety of factors related to being a subsidiary as compared with a stand-alone public company.
- (2) Total assets and, as a result, Net Parent Investment, decreased significantly due in part to impairments of goodwill and other intangible assets of \$42.1 million during the six months ended June 30, 2015, \$294.4 million during the year ended December 31, 2013 and \$11.8 million during the year ended December 31, 2012.

Summary Unaudited Pro Forma Combined Financial Data (See page 151)

The following table reflects the pro forma effect of the acquisition of Clarient by NeoGenomics, including the borrowing of \$65.0 million of additional debt on the balance sheet of NeoGenomics as of June 30, 2015, and the statements of operations of NeoGenomics for the six months ended June 30, 2015 and the year ended December 31, 2014. The summary unaudited pro forma combined financial data is prepared as if the acquisition of Clarient had been consummated as of June 30, 2015, for purposes of the unaudited pro forma combined balance sheet, and on January 1, 2014, for purposes of the unaudited pro forma combined statements of operations.

This information is only a summary. We are providing the summary unaudited pro forma combined financial data for informational purposes only. It does not necessarily represent or indicate what the financial position and results of operations of NeoGenomics would actually have been had the acquisition and other pro forma adjustments in fact occurred at the dates indicated. It also does not necessarily represent or indicate the future financial position or results of operations NeoGenomics will achieve after the acquisition of Clarient.

You should read the summary unaudited pro forma combined financial data together with the other information and the accompanying notes that are included or incorporated by reference elsewhere in this document.

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	Six Months Ended June 30, 2015	Year Ended December 31, 2014
	(in thousands)	
Unaudited Pro Forma Combined Statement of Operations Data:		
Revenues	\$ 108,346	\$ 214,293
Net Loss	(45,998)	(6,400)
Loss per Common Share:		
Basic	(0.66)	(0.19)
Diluted	(0.66)	(0.19)

- (a) During the six months ended June 30, 2015, Clariant recorded an impairment of goodwill which negatively impacted Net Loss by \$42,138

Unaudited Pro Forma Combined Balance Sheet Data as of June 30, 2015:

Total assets	\$ 399,835
Long-term debt	(60,799)

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QUESTIONS AND ANSWERS

The following questions and answers are intended to address briefly some commonly asked questions regarding the Transaction and the proposals included in this proxy statement. These questions and answers, as well as the summary beginning on page 1, are not meant to be a substitute for the information contained in the remainder of this proxy statement, and this information is qualified in its entirety by the more detailed descriptions and explanations contained elsewhere in this proxy statement. Stockholders are urged to carefully read this entire proxy statement, including the attached annexes. You should pay special attention to Special Note Concerning Forward-Looking Statements beginning on page 27 and Risk Factors beginning on page 29.

Q: Why am I receiving this document?

A: On October 20, 2015, we entered into the Purchase Agreement with GE Medical, pursuant to which we agreed to acquire all of the issued and outstanding shares of common stock of Clariant, Inc. a wholly owned subsidiary of GE Medical. For more information, see *The Transaction*. Approval of our stockholders of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal, each of which is described in this proxy statement, is a condition to closing the Transaction. Accordingly the NeoGenomics Board of Directors (the Board) is soliciting your proxy to vote at the special meeting in order to obtain approval of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal.

In addition, the Board is soliciting your proxy to vote on proposals to approve (a) an amendment to our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan and to clarify provisions regarding restrictions on the repricing of options and stock appreciation rights, and (b) adjournments of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the proposals described in this proxy statement.

This document contains important information about NeoGenomics, Clariant and the Transaction, and you should read it, and the documents incorporated by reference into this proxy statement, carefully and in their entirety.

Q: When and where is the special meeting?

A: The special meeting will be held on _____, 2015 at _____ a.m. local time, at the Hyatt Regency Coconut Point Resort located at 5001 Coconut Road, Bonita Springs, Florida 34134.

We provide additional information relating to the special meeting in the section below entitled *The Special Meeting of NeoGenomics Stockholders* beginning on page 37.

Q: Who is eligible to vote at the special meeting?

A: If you are a NeoGenomics stockholder of record as of the close of business on _____, 2015, the record date for the special meeting (the Record Date), you are entitled to receive notice of, and to vote at, the special meeting. At the close of business on the Record Date, there were _____ shares of our common stock issued and outstanding. Each outstanding share of our common stock is entitled to one vote.

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Q: What matters will be voted on at the special meeting, and how does the Board recommend that I vote?

A: You are being asked to vote on the following matters:

Proposal	Board s Recommendation	Page (for more information)
(1) <i>Stock Issuance</i> : to approve the issuance of the 15,000,000 NEO Common Shares and 14,666,667 NEO Preferred Shares to GE Medical, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, pursuant to which NeoGenomics (through a wholly owned subsidiary) proposes to acquire from GE Medical all of the issued and outstanding shares of common stock of Clariant, Inc.	FOR	103
(2) <i>Authorized Common Stock Charter Amendment</i> : to approve an amendment of Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of common stock by 150.0 million shares to an aggregate of 250.0 million shares.	FOR	105
(3) <i>Authorized Preferred Stock Charter Amendment</i> : to approve an amendment of Article Fourth(A) of our Articles of Incorporation to increase our authorized shares of preferred stock by 40.0 million shares to an aggregate of 50.0 million shares.	FOR	107
(4) <i>Transaction Proposal</i> : to approve and adopt the Purchase Agreement and the Transaction contemplated thereby;	FOR	109
(5) <i>Equity Incentive Plan Amendment</i> : to approve an amendment and restatement of our Amended and Restated Equity Incentive Plan to increase the authorized number of shares of common stock available and reserved for issuance under the plan by 3.0 million shares to an aggregate of 12.5 million shares and to clarify provisions regarding restrictions on the repricing of options or stock appreciation rights.	FOR	111
(6) <i>Adjournment</i> : to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals.	FOR	

Q: Why is stockholder approval required for the stock issuance?

A: Our common stock is listed on, and we are subject to the rules and regulations of, the NASDAQ Capital Market (NASDAQ).

NASDAQ rules require stockholder approval prior to the issuance of securities in connection with the acquisition of the stock or assets of another company if (a) the common stock, or securities convertible into common stock, that we

issue has or will have upon issuance voting power equal to or in excess of 20% of the voting power of our securities outstanding before the issuance or (b) the number of shares of common stock, or securities convertible into common stock, to be issued is or will be equal to or in excess of 20% of the number of shares of common stock outstanding before the issuance. In addition, NASDAQ rules require stockholder approval prior to the issuance of securities in a private placement if the number of shares of common stock, or securities convertible into common stock, to be issued is or will be equal to 20% or more of the common stock or 20% or more of the voting power outstanding before the issuance for less than the greater of book or market value of the stock.

We are proposing to issue 15.0 million shares of our common stock and 14,666,667 shares of Series A Preferred Stock, which are convertible into common stock, to GE Medical pursuant to the Purchase

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Agreement. We have the right to increase the cash consideration by up to \$110.0 million, and reduce the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any increase in the cash consideration by \$7.50, which is the per share conversion price of the NEO Preferred Shares. The number of shares we will issue will exceed 20% of both the voting power and the number of shares of our common stock outstanding before the issuance. Accordingly, at the special meeting, we are asking holders of shares of our common stock to consider and vote on the Stock Issuance to satisfy NASDAQ rules.

Stockholder approval of the Stock Issuance is a condition to completion of the Transaction pursuant to the Purchase Agreement, and we believe the Transaction is beneficial to our stockholders for a number of reasons. See *The Transaction Reasons for the Transaction* for a description of these reasons.

Q: Why am I being asked to approve charter amendments to increase the number of authorized shares of both common stock and preferred stock?

A: Our Articles of Incorporation currently authorize us to issue 100.0 million shares of common stock and 10.0 million shares of preferred stock. As of October 15, 2015, we had approximately 60.6 million shares of common stock outstanding and no shares of preferred stock outstanding. We also had approximately 5.5 million shares of common stock reserved for issuance pursuant to outstanding options, 650,000 shares of common stock reserved for issuance pursuant to outstanding warrants and approximately 1.1 million shares of common stock reserved for new issuances pursuant to our Equity Incentive Plan without giving effect to any stockholder approval of the Equity Incentive Plan Amendment.

If the Transaction is consummated, we expect to issue 15.0 million shares of common stock to GE Medical, resulting in approximately 75.6 million shares of our common stock being issued and outstanding immediately after the consummation of the Transaction, based on approximately 60.6 million shares of our common stock outstanding as of October 15, 2015. To allow for additional authorized common stock to support our growth and provide flexibility for future corporate needs, at the special meeting we are asking our stockholders to consider and vote on the Authorized Common Stock Charter Amendment to amend Article Fourth(A) of our Articles of Incorporation to increase the number of shares of common stock we are authorized to issue by 150.0 million shares, to an aggregate of 250.0 million authorized shares of common stock.

In addition, we currently do not have a sufficient number of authorized shares of preferred stock to issue the 14,666,667 shares of Series A Preferred Stock to GE Medical in connection with the Transaction. Under the terms of the Series A Preferred Stock, dividends will accrue quarterly on outstanding shares of Series A Preferred Stock commencing on the first anniversary of closing in the form of additional shares of Series A Preferred Stock (PIK Dividends). If all of the shares of Series A Preferred Stock are not redeemed prior to automatic conversion into shares of our common stock on the tenth anniversary of closing, we may be required to issue an additional 10,775,454 shares of Series A Preferred Stock as PIK Dividends. Accordingly, even if stockholder approval of the Stock Issuance is received, we would not be able to consummate the Transaction in the absence of stockholder approval of the Authorized Preferred Stock Charter Amendment to amend Article Fourth(A) of our Articles of Incorporation to increase the number of shares of preferred stock we are authorized to issue by 40.0 million shares, to an aggregate of 50.0 million authorized shares of preferred stock.

Stockholder approval of each of the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment is a condition to closing the Transaction pursuant to the Purchase Agreement.

Q: Why is stockholder approval required for the Transaction Proposal?

A: Stockholder approval of the Transaction Proposal is a condition to the completion of the Transaction pursuant to the Purchase Agreement. We believe that the Transaction would unite two complimentary businesses to offer hospitals, community based pathology practices and clinicians expanded cancer-related

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laboratory testing services, and that the Transaction would result in a number of anticipated benefits. If our stockholders do not approve the Transaction Proposal, we may be unable to consummate the Transaction.

Q: What will happen if our stockholders vote to approve the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal?

A: If each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is approved and all required authorizations, clearances, consents and governmental approvals are obtained, subject to the satisfaction or waiver of the other closing conditions, we expect the Transaction to be completed near the end of 2015 or early 2016.

Q: What will happen if our stockholders do not vote to approve the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal?

A: Stockholder approval of each of the Stock Issuance, the Authorized Common Stock Charter Amendment, the Authorized Preferred Stock Charter Amendment and the Transaction Proposal is a condition to the consummation of the Transaction. If any of these proposals is not approved, the Purchase Agreement may be terminated by NeoGenomics or GE Medical. In the event of termination for failure of our stockholders to approve each of the Stock Issuance, the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment, we may be required to pay to GE Medical a \$3.0 million termination fee. We provide additional information relating to termination rights under the Purchase Agreement in the section below entitled *The Stock Purchase Agreement* beginning on page 70.

Q: Why is NeoGenomics proposing to engage in the Transaction?

A: We believe that the Transaction would unite two complementary businesses to offer hospitals, community-based pathology practices and clinicians, expanded cancer-related laboratory testing services, and that the Transaction would result in the following anticipated benefits, among others:

enhanced cancer diagnostic testing capabilities, combining the best products and services of each company into a single source of advanced cancer genetic testing services for the benefit of hospitals, community-based pathology practices and clinicians, and the patients they treat;

greater capability of combined medical staff and research and development teams to continue to invest in innovation to create a sustainable leadership position in the rapidly evolving field of cancer genetics testing;

greater capability with combined expertise, information systems and processes to compete in the high growth area of biopharmaceutical testing for the benefit of current and new biopharmaceutical customers;

broadened geographical access to clients for the benefit of managed care organizations, accountable care organizations and large health care delivery systems;

the ability to cross-sell products and services to each company's current customer base;

increased scale of laboratory operations, information technology, and medical staff to drive greater productivity and efficiencies to be a lowest cost provider, and to offer constantly improving service for the benefit of clients;

the ability to achieve significant cost synergies by applying best practices, eliminating duplicative processes, increasing volume of testing and reducing high fixed-cost infrastructure;

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increased ability to optimize administrative, regulatory and compliance resources to meet the increasing demands on laboratories by regulatory organizations; and

greater size, with annual pro forma revenues of approximately \$225.0 million and estimated Adjusted EBITDA of between \$33.0 and \$38.0 million, as well as higher market capitalization.

Furthermore, we believe that, given the favorable strategic fit and potential to generate sizable cost synergies, the Transaction will be accretive to our 2016 cash earnings per share (net income adjusted for non-cash items including stock-based compensation, depreciation and amortization), excluding costs of the Transaction and integration activities.

Q: Are there risks associated with the Transaction?

A: Yes. The material risks associated with the Transaction that are known to us are discussed in the section entitled *Risk Factors* beginning on page 29.

Q: What will GE Medical receive as consideration in the Transaction?

A: Upon the closing of the Transaction, NeoGenomics (through a wholly owned subsidiary) will acquire from GE Medical all of the issued and outstanding shares of Clariant, Inc.'s common stock for an aggregate purchase price of approximately \$ million, based on the closing price of our common stock on , 2015, the date immediately preceding the mailing of this proxy statement. The purchase price consists of (a) cash consideration of \$80.0 million, (b) the NEO Common Shares, totaling 15.0 million shares of our common stock and (c) the NEO Preferred Shares, totaling 14,666,667 shares of our Series A Preferred Stock. We have the right to increase the cash consideration by up to \$110.0 million, and reduce the number of NEO Preferred Shares issued as consideration by an amount calculated by dividing the amount of any increase in the cash consideration by \$7.50, which is the per share conversion price of the NEO Preferred Shares.

Q: What will happen to my NeoGenomics common stock upon completion of the Transaction?

A: Each outstanding share of our common stock will be unaffected by the Transaction and will remain outstanding. Holders of our common stock will continue to hold the shares that they currently hold.

Q: Will the stock issuance dilute the existing stockholders' percentage of ownership in NeoGenomics?

A: Yes. The Stock Issuance will dilute your existing holdings of our common stock. As of October 15, 2015, there were approximately 60.6 million shares of our common stock issued and outstanding. If we consummate the Transaction, we will issue 15.0 million shares of our common stock and 14,666,667 shares of our Series A Preferred Stock. The NEO Common Shares would represent 19.8% of our post-closing issued and outstanding

shares of common stock. In addition, the NEO Preferred Shares will, with certain exceptions, vote with shares of our common stock as a single class on an as converted basis. Accordingly, if we issue all of the NEO Preferred Shares, the NEO Shares issued to GE Medical will represent 32.9% of our total voting power upon closing of the Transaction, with our current stockholders owning the remaining 67.1% of the total voting power. Therefore, the ownership and voting interests of our existing stockholders will be proportionately reduced.

In addition, after the first anniversary of the closing of the Transaction, dividends will begin to accrue quarterly on outstanding shares of Series A Preferred Stock in the form of PIK Dividends, adding to the number of shares of Series A Preferred Stock outstanding. Furthermore, after the third anniversary of the closing, holders of the Series A Preferred Stock will be permitted, under certain circumstances, to convert such shares into shares of our common stock. Any addition of shares of Series A Preferred Stock through PIK Dividends and any conversion of Series A Preferred Stock into our common stock will further dilute the ownership interests of our stockholders. See *Description of Capital Stock Preferred Stock Series A Preferred Stock* .

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Q: Do I, as a stockholder of NeoGenomics, have dissenters or appraisal rights?

A: No. Our existing stockholders do not have rights of appraisal or similar rights of dissenters with respect to any of the proposals to be voted on at the special meeting.

Q: Other than the Purchase Agreement, what other agreements have been or will be entered into in connection with the proposed Transaction?

A: In connection with our entry into the Purchase Agreement, GE Medical has entered into the Voting Agreements with our executive officers and directors, the form of which is attached hereto as *Annex D*. The aggregate number of shares of our common stock subject to the Voting Agreements is: 4,912,374 shares, comprised of 2,047,374 shares of our common stock and 2,865,000 shares subject to options, warrants and other rights to acquire shares of our common stock, which represents 7.7% of our issued and outstanding shares as of October 15, 2015, assuming all such options, warrants and other rights are exercisable within 60 days of October 15, 2015. Pursuant to the terms of the Voting Agreements, the parties thereto agreed to, among other things, vote the shares subject to such Voting Agreements in favor of the proposals included in this proxy statement. The Voting Agreements are described more fully below in the section entitled *Other Agreements Voting Agreements* beginning on page 91. In addition, in connection with our entry into the Purchase Agreement, each of Douglas VanOort, our Chief Executive Officer and Chairman of the Board, and Steven Jones, our Executive Vice President Finance and a member of the Board, entered into a lock-up agreement with GE Medical pursuant to which they agreed, subject to certain exceptions, to not sell any of their shares of our common stock or any other of our equity securities for a period of six months following the closing of the Transaction. The lockup agreements are described more fully below in the section entitled *Other Agreements Lock-up Agreement* beginning on page 92.

Concurrent with the closing of the Transaction, NeoGenomics and GE Medical will enter into the Investor Rights Agreement, the form of which is attached hereto as *Annex B*. The Investor Rights Agreement includes certain director appointment and nomination rights, as well as Board observer rights, in favor of GE Medical, and obligates GE Medical, subject to certain limitations, to vote its shares of our common stock in favor of the Board's director slate at each stockholders meeting at which directors are to be elected. The Investor Rights Agreement also provides for certain restrictions on GE Medical's ability to acquire additional shares of our common stock for a period of 48 months following the closing of the Transaction. In addition, the Investor Rights Agreement includes limitations on transfers by GE Medical of shares of our common stock during the two years following the closing of the Transaction, subject to certain exceptions. The Investor Rights Agreement is described more fully below in the section entitled *The Investor Board Rights, Lockup And Standstill Agreement* beginning on page 85.

Concurrent with the closing of the Transaction, GE Medical and NeoGenomics will enter into the Registration Rights Agreement, the form of which is attached hereto as *Annex C*. Pursuant to the terms of the Registration Rights Agreement, we are required to file on or before the earlier of (i) 21 months following the closing of the Transaction and (ii) 6 months after we redeem all of the NEO Preferred Shares held by GE Medical, a shelf registration statement for the offer and sale of the NEO Common Shares and any shares of our common stock issuable upon conversion of the NEO Preferred Shares. The agreement also provides GE Medical with customary demand and piggyback registration rights with respect to such shares. The Registration Rights Agreement is described more fully below in the section entitled *Other Agreements Registration Rights Agreement* beginning on page 90.

Concurrent with the closing of the Transaction, we will enter into the Transition Services Agreement with GE. Pursuant to the terms of the Transition Services Agreement, GE will, on a transitional basis, provide us with certain support services and other assistance after the consummation of the Transaction. The Transition Services Agreement is described more fully below in the section entitled *Other Agreements Transition Services Agreement* beginning on page 93.

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Concurrent with the closing of the Transaction, Clariant will enter into a transitional trademark license agreement with Monogram Licensing, Inc. and Monogram Licensing International, Inc., subsidiaries of GE. Under the agreement, Clariant will receive a non-exclusive, royalty-free, worldwide license to use certain trademarks owned by Monogram Licensing and Monogram Licensing International for a period of up to 6 months, while Clariant phases out the licensed trademarks and rebrands.

Concurrent with the closing of the Transaction, Clariant will enter into a technology license agreement with GE Healthcare Bio-Sciences Corp. Under the agreement, Clariant will receive an exclusive, royalty-bearing license in the United States to use the licensed patents and technical information in conjunction with fluorescent-based tissue staining systems for purposes of performing research, discovery and development of therapeutics and for providing in-vitro diagnostic testing services. The agreement also will grant Clariant a non-exclusive license in the United States to use software programs that process and analyze raw data generated using the MultiOmyx Technology (as defined therein). The agreement terminates 20 years from the effective date, or upon expiry of the last licensed patent, whichever occurs later. Clariant may terminate the agreement without cause any time after the tenth anniversary of the effective date of the agreement, and GE Healthcare Bio-Sciences Corp. may terminate the agreement without cause if certain milestones are not met in the seventh year of the agreement.

We will also enter into the Term Loan Facility, which will provide for a term loan in an aggregate principal amount of \$55.0 million, and a senior secured revolving credit facility for up to \$25.0 million. These agreements are described more fully in the section entitled *The Transaction Financing of the Transaction* beginning on page 68.

Q: Are there restrictions on the resale of the NEO Shares issued to GE Medical in connection with the Transaction?

A: Yes. The NEO Shares will be considered restricted securities under Rule 144 of the Securities Act. The NEO Common Shares will be subject to the further restrictions on transfer contained in the Investor Rights Agreement. Among other restrictions, during the two years following the closing of the Transaction, GE Medical may not transfer any shares of our common stock that it owns, subject to certain exceptions. Additionally, under the Registration Rights Agreement, we are not obligated to file a registration statement until the earlier of (a) 21 months following the closing of the Transaction and (b) 6 months after we redeem all of the NEO Preferred Shares held by GE Medical.

The NEO Preferred Shares will be subject to the further restrictions on transfer pursuant to the Certificate of Designations for the Series A Preferred Stock. Under the Certificate of Designations, the NEO Preferred Shares may not be transferred without our written consent, subject to certain exceptions for transfers to affiliates of the NEO Preferred Shares holder.

Q: Will NeoGenomics senior management team change following the completion of the Transaction?

A: No. Upon the closing of the Transaction, NeoGenomics senior management team will remain in place with Douglas M. VanOort continuing as Chief Executive Officer.

Q: Will the NeoGenomics Board of Directors change following the completion of the Transaction?

A: Yes. Though Douglas VanOort will continue as Chairman of the Board, the Purchase Agreement provides that, as a condition to the closing of the Transaction, the Board must consist of 10 members, an increase from eight prior to our execution of the Purchase Agreement. Pursuant to the Investor Rights Agreement, we are required to use commercially reasonable efforts to appoint, within 10 business days of the closing of the Transaction, one director designated by GE Medical to fill one of the vacancies created by such increase. The Investor Rights Agreement contains additional provisions regarding GE Medical's rights to designate an individual for nomination to the Board as described more fully in the section below entitled *The*

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Investor Board Rights, Lockup And Standstill Agreement GE Medical Representation on the NeoGenomics Board of Directors beginning on page 85.

Q: What are the material U.S. federal income tax consequences of the Transaction?

A: Because our existing stockholders do not participate in the Transaction, they will not recognize gain or loss in connection with the Transaction with respect to their shares of our common stock.

Q: Why am I being asked to approve the Equity Incentive Plan Amendment?

A: The Board is seeking approval to amend the Equity Incentive Plan to add 3.0 million shares of our common stock to the reserve available for new awards and to clarify provisions regarding no repricing of options or stock appreciation rights. The Board believes that the Equity Incentive Plan has been effective in attracting and retaining highly-qualified employees and other key contributors to our business, and that the awards granted under the plan have provided an incentive that aligns the economic interests of plan participants with those of our stockholders.

As of October 15, 2015, we had outstanding stock options to acquire approximately 5.5 million shares of common stock and approximately 1.1 million shares of common stock reserved for future issuance under the Equity Incentive Plan. Assuming consummation of the Transaction, we will significantly increase our headcount. As a result, we believe the increase in the number of shares reserved and available under the Equity Incentive Plan is necessary to ensure we have sufficient shares reserved and available to provide an incentive to these new employees that aligns their economic interests with those of our stockholders.

Q: Is the closing of the Transaction contingent upon the stockholders approving the Equity Incentive Plan Amendment?

A: No. Although the Board believes that the proposal is important to provide NeoGenomics additional tools to enhance stockholder value, the consummation of the Transaction is not contingent upon the approval by our stockholders of the Equity Incentive Plan Amendment.

Q: What other matters may arise at the special meeting?

A: Other than the six proposals described in this proxy statement, we do not expect any other matters to be presented for a vote at the special meeting. If any other matter is properly brought before the special meeting, your proxy gives authority to the individuals named in the proxy to vote on such matters in their discretion.

Q: What is the difference between holding shares as a stockholder of record and as a beneficial owner?

A: If your shares are registered in your name as evidenced and recorded in the stock ledger maintained by us and Standard Registrar & Transfer Company, our transfer agent, you are a stockholder of record. If your shares are held in the name of your broker, bank or other nominee, these shares are held in street name and you are the beneficial owner.

If you are a stockholder of record and you have requested printed proxy materials, we have enclosed a proxy card for you to use. If you hold our shares in street name through one or more banks, brokers or other nominees, you will receive the Meeting Notice, together with voting instructions, from the third party or parties through which you hold your shares. If you requested printed proxy materials, your broker, bank or other nominee has enclosed a voting instruction card for you to use in directing the broker, bank or other nominee regarding how to vote your shares.

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Q: How do stockholders vote?

A: You may vote by any of the following methods:

In Person. Stockholders of record and beneficial stockholders with shares held in street name may vote in person at the special meeting. If you hold shares in street name, you must obtain a proxy from the stockholder of record authorizing you to vote your shares and bring it to the meeting along with proof of beneficial ownership of your shares. A photo ID is required to vote in person.

By mail. If you elected to receive printed proxy materials by mail, you may vote by signing and returning the proxy card provided. Please allow sufficient time for mailing if you decide to vote by mail.

By Internet or telephone. You may also vote over the Internet at evote@viewproxy.com or vote by telephone at (855) 325-6670. Please see proxy card for voting instructions.

Q: How do the stockholders change or revoke their vote?

A: You may change your vote as follows:

Stockholders of record. You may change or revoke your vote by submitting a written notice of revocation to: NeoGenomics, Inc., 12701 Commonwealth Drive, Suite 9, Fort Myers, Florida 33913, Attention: Fred Weidig, Corporate Secretary, or by submitting another proxy card before the conclusion of the special meeting. For all methods of voting, the last vote cast will supersede all previous votes.

Beneficial owners of shares held in street name. You may change or revoke your voting instructions by following the specific directions provided to you by your bank or broker or other nominee.

Q: What quorum requirement applies?

A: On the Record Date, _____, 2015, _____ shares of our common stock were issued and outstanding. The presence in person or by proxy of persons entitled to vote a majority of shares of our outstanding common stock at the special meeting constitutes a quorum. Your shares of our common stock will be counted as present at the special meeting for purposes of determining whether there is a quorum if you vote by telephone, by Internet or by submitting a properly executed proxy card by mail, or you vote in person at the special meeting. Abstaining votes and broker non-votes are counted for purposes of establishing a quorum.

Q: What vote is required to approve the proposals?

A: The following are the voting requirements for each proposal:

Proposal No. 1: Stock Issuance. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Stock Issuance. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 2: Authorized Common Stock Charter Amendment. Provided a quorum is present, the affirmative vote of the majority of the outstanding shares is required for the approval of the Authorized Common Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against the proposal.

Proposal No. 3: Authorized Preferred Stock Charter Amendment. Provided a quorum is present, the affirmative vote of the majority of the outstanding shares is required for the approval of the Authorized

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Preferred Stock Charter Amendment. Since this proposal must be approved by a majority of the outstanding shares, broker non-votes (if any), abstentions and unvoted shares will have the same effect as voting against the proposal.

Proposal No. 4: Transaction Proposal. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Transaction Proposal. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 5: Equity Incentive Plan Amendment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the Equity Incentive Plan Amendment. Broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Proposal No. 6: Adjournment. Provided a quorum is present, the affirmative vote of a majority of the votes cast in person or by proxy is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is present, broker non-votes (if any) and abstentions will be counted for purposes of determining whether there is a quorum but will have no effect on the outcome of the vote on the proposal. Unvoted shares will have no effect on the outcome of the proposal.

If a quorum is not present, however, the affirmative vote of a majority of the shares present in person or by proxy, and entitled to vote, is required for the approval of the adjournment of the special meeting, if necessary or appropriate, to solicit additional votes and proxies if there are insufficient votes at the time of the special meeting to approve the foregoing proposals. Accordingly, if a quorum is not present, broker non-votes (if any) and abstentions will have the same effect as voting against the proposal. Unvoted shares will have no effect on the outcome of the proposal.

Q: What is a broker non-vote ?

A: Brokers holding shares of our common stock for beneficial owners have the authority to vote on certain routine matters, in their discretion, in the event they have not received instructions from the beneficial owners. However, when a proposal is not a routine matter and a broker has not received voting instructions from the beneficial owner of the shares with respect to that proposal, the broker may not vote the shares for that proposal. A broker non-vote occurs when a broker holding shares for a beneficial owner signs and returns a proxy with respect to those shares of stock held in a fiduciary capacity, but does not vote on a particular matter because the broker does not have discretionary voting power with respect to that matter and has not received instructions from the beneficial owner.

None of the proposals included in this proxy statement is considered a routine matter. Accordingly, if you do not provide voting instructions to your broker with respect to a proposal, the broker may not exercise discretion and is prohibited from giving a proxy to vote your shares with respect to such proposal. Shares reflected as broker non-votes

will be counted for purposes of determining whether there is a quorum at the special meeting. Assuming a quorum is present, broker non-votes (if any) will have no effect on the proposals to approve the Stock Issuance, the Equity Incentive Plan Amendment, the Transaction Proposal and the adjournment of the special meeting, but will have the same effect as votes against the proposals to approve the Authorized Common Stock Charter Amendment and the Authorized Preferred Stock Charter Amendment.