

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**FORM 8-K**

**CURRENT REPORT**

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

Date of Report (Date of earliest event reported): **August 29, 2007**

**Xenomics, Inc.**

(Exact name of registrant as specified in its charter)

**Florida**  
(State or other jurisdiction  
of incorporation or organization)

**04-3721895**  
IRS Employer  
Identification No.)

**420 Lexington Avenue, Suite 1701  
New York, New York 10170**  
(Address of principal executive offices)

Registrant's telephone number, including area code: **(212) 297-0808**

(Former name or former address, if changed since last report)

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

- Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01 Entry into a Material Definitive Agreement.**

Subsequent to the approval of the disinterested members of the Board of Directors, on August 29, 2007, Xenomics, Inc. (the "Company") and Gianluigi Longinetti-Buitoni, the Executive Chairman of the Company ("Buitoni") entered into an amendment (the "Amendment") to the Warrant and Put Option Agreement originally dated as of November 30, 2006 pursuant to which the Amendment extends the date the holder of the warrant has the right to purchase up to an aggregate 2,727,272 units, each containing one share of common stock and one common stock purchase warrant (the "Units"), at an initial purchase price of \$0.55 per Unit to June 30, 2008 from December 31, 2007. Such warrant is only exercisable, provided, on or prior to the time of exercise, the Company receives an aggregate of \$5.0 million of financing (the "Financing Condition"). The Amendment extends the date the Financing Condition must be met to February 29, 2008 from August 31, 2007. If the Financing Condition has not been met on or before such date, the Warrant and Put Option Agreement shall terminate and be of no further force or effect. The Amendment to the Warrant and Put Option Agreement is filed as Exhibit 4.1 to this report.

In addition, the disinterested members of the Board of Directors approved and on August 29, 2007, the Company and Buitoni entered into an amendment (the "Amended Warrant Agreement") to the Amended and Restated Warrant Agreement originally dated as of November 30, 2006 pursuant to which the Amended Warrant Agreement extends the date the holder of the warrant has the right to purchase up to an aggregate 6,363,636 units, each containing one share of common stock and one common stock purchase warrant (the "Units"), at an initial purchase price of \$0.55 per Unit to June 30, 2008 from December 31, 2007. The Amended Warrant Agreement extends the date the Financing Condition must be met to February 29, 2008 from August 31, 2007. If the Financing Condition has not been met on or before such date, the Amended and Restated Warrant Agreement shall terminate and be of no further force or effect. The Amendment to the Amended and Restated Warrant Agreement is filed as Exhibit 4.2 to this report.

**Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.**

The Company's Code of Business Conduct and Ethics defines a "conflict of interest" as "when the private interests of a director or executive officer interferes in any way or appears to interfere, with the interests of the Company as a whole." To the extent that the issuance of the securities described above, creates an appearance of a conflict, the disclosure provided in Item 1.01 of this Form 8-K is hereby incorporated by reference into this Item 5.05.

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**Item 9.01 Financial Statements and Exhibits**

(c) Exhibits.

4.1 Amendment to Warrant and Put Option Agreement.

4.2 Amendment to Amended and Restated Warrant Agreement.

**SIGNATURE**

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

Dated: September 5, 2007

XENOMICS, INC.

By: /s/ Gianluigi Longinotti-Buitoni  
Gianluigi Longinotti-Buitoni  
Executive Chairman

## AMENDMENT TO WARRANT AND PUT OPTION AGREEMENT

This AMENDMENT (the "Amendment") to the WARRANT AND PUT OPTION AGREEMENT (the "Agreement") originally dated as of November 30, 2006, by and between Gian Luigi Buitoni. (the "Lead Investor") and Xenomics, Inc. (the "Company") is dated as of August 29, 2007.

**WITNESSETH:**

WHEREAS, on November 30, 2006, the Lead Investor and the Company entered into the Agreement; and

WHEREAS, the parties now desire to amend Section 1 of such Agreement in order to extend certain dates for financing to occur and the expiration date;

NOW, THEREFORE, in consideration of and for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Agreement is hereby amended as follows:

1. Section 1 of the Agreement is hereby replaced in its entirety with the following:

"Grant. The Holder (as defined in Section 3 below) is hereby granted the right to purchase, at any time from November 30, 2006 until 5:30 p.m., New York time, to June 30, 2008 (the "Expiration Date"), up to 2,727,272 Units, at an initial purchase price (subject to adjustment as provided in Section 8 hereof) of \$0.55 per Unit (the "Exercise Price"), subject to the terms and conditions of this Agreement; provided, on or prior to the time of exercise, the Company shall have received an aggregate of \$5.0 million of financing in addition to financing pursuant to the SPA (the "Financing Condition"). For the purposes of determining whether the Financing Condition has been fulfilled, the gross proceeds of the sale of securities for cash consideration shall be included, without deduction for commission or expenses of such sales and the date such proceeds are received by the Company or deposited in escrow shall be considered the date of completion, provided definitive documentation is executed as accepted by the purchasers of such securities on or before March 5, 2008. The proceeds of securities sold pursuant to the exercise of the Put Rights set forth in Section 3(b) of this Agreement on or before February 29, 2008 shall be included in the determination of whether the Financing Condition has been fulfilled and those sold thereafter shall be excluded. If the Company shall not have attained the financing condition on or before February 29, 2008, the Lead Investor's Warrants shall terminate and be of no further force or effect and thereafter February 29, 2008 shall be deemed the Expiration Date. The securities issuable upon exercise of the Lead Investor's Warrant are sometimes referred to herein as the "Lead Investor's Securities." "

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2. (A) This Amendment shall be construed and interpreted in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof or the actual domiciles of the parties.

(B) Except as amended hereby, the terms and provisions of the Agreement shall remain in full force and effect, and the Agreement is in all respects ratified and confirmed. On and after the date of this Amendment, each reference in the Agreement to the "Agreement", "hereinafter", "herein", "hereinafter", "hereunder", "hereof", or words of like import shall mean and be a reference to the Agreement as amended by this Amendment.

(C) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first stated above.

LEAD INVESTOR

By: /s/ Gianluigi Longinotti-Buitoni  
Gianluigi Longinotti-Buitoni

XENOMICS, INC.

By: /s/ Gianluigi Longinotti-Buitoni  
Name: Gianluigi Longinotti-Buitoni  
Title: Executive Chairman

## AMENDMENT TO AMENDED AND RESTATED WARRANT AGREEMENT

This AMENDMENT (the "Amendment") to the WARRANT AGREEMENT (the "Agreement") originally dated as of November 30, 2006, by and between Gian Luigi Buitoni. (the "Lead Investor") and Xenomics, Inc. (the "Company") is dated as of August 29, 2007.

**WITNESSETH:**

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1. Section 1 of the Agreement is hereby replaced in its entirety with the following:

"Grant. The Holder (as defined in Section 3 below) is hereby granted the right to purchase, at any time from November 30, 2006 until 5:30 p.m., New York time, to June 30, 2008 (the "Expiration Date"), up to 6,363,636 Units, at an initial purchase price (subject to adjustment as provided in Section 8 hereof) of \$0.55 per Unit (the "Exercise Price"), subject to the terms and conditions of this Agreement; provided, on or prior to the time of exercise, the Company shall have received an aggregate of \$5.0 million of financing in addition to financing pursuant to the SPA (the "Financing Condition"). For the purposes of determining whether the Financing Condition has been fulfilled, the gross proceeds of the sale of securities for cash consideration shall be included, without deduction for commission or expenses of such sales and the date such proceeds are received by the Company or deposited in escrow shall be considered the date of completion, provided definitive documentation is executed as accepted by the purchasers of such securities on or before March 5, 2008. The proceeds of securities sold pursuant to the exercise of the Put Option on or before February 28, 2008 shall be included in the determination of whether the Financing Condition has been fulfilled and those sold thereafter shall be excluded. If the Company shall not have attained the financing condition on or before February 29, 2008, the Lead Investor's Warrants shall terminate and be of no further force or effect and thereafter February 29, 2008 shall be deemed the Expiration Date. The securities issuable upon exercise of the Lead Investor's Warrant are sometimes referred to herein as the "Lead Investor's Securities." "

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LEAD INVESTOR

By: /s/ Gianluigi Longinotti-Buitoni  
Gianluigi Longinotti-Buitoni

XENOMICS, INC.

By: /s/ Gianluigi Longinotti-Buitoni  
Name: Gianluigi Longinotti-Buitoni  
Title: Executive Chairman