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): July 2, 2004

Xenomics, Inc.

(Exact name of registrant as specified in its charter)

| Florida | 04-3721895 |
| --- | --- |
| (State or other jurisdiction of incorporation or organization) | IRS Employer Identification No.) |

420 Lexington Avenue, Suite 1609
New York, NY 10170

(Address of principal executive offices)

Registrant's telephone number, including area code: (212) 729-9216

Used Kar Parts, Inc.
3 West 57th Street, 8th Floor, New York, New York 10019

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

EXPLANATORY NOTE

We are reporting a change of corporate name from "Used Kar Parts, Inc." and a 111 for 1 stock split and other matters related to our acquisition of Xenomics, a California corporation on July 2, 2004. The stock split will be effective under Florida law on July 26, 2004. All references to number of our shares in this report have been adjusted as if the split had already occurred, unless otherwise indicated.

Item 1. Changes in Control of the Registrant.

We completed the acquisition of Xenomics, an unaffiliated California corporation on July 2, 2004 by issuing 2,258,001 shares of our common stock to Xenomics' five shareholders in exchange for all outstanding shares of Xenomics stock (the "Exchange"). The Exchange was made according to the terms of a Securities Exchange Agreement dated May 18, 2004 ("Exchange Agreement"), which we filed as an exhibit to a Form 8-K dated May 18, 2004.

We also completed a private placement of 2,645,210 shares of our common stock for aggregate proceeds of $2,512,949.50. The sale was made to 17 accredited investors ("Investors") directly by us without any general solicitation or broker. We filed a Form D with the Securities and Exchange Commission ("SEC") and the offering is claimed to be exempt from registration pursuant to Rule 506 of Regulation D under the Securities Act of 1933, as amended.

As part of the Acquisition, we:

- redeemed 1,971,734 pre-split shares (the equivalent of 218,862,474 post-split shares) from Panetta Partners Ltd., a principal shareholder, for $500,000 or $0.0023 per share.
- amended our articles of incorporation to change our corporate name to "Xenomics, Inc." and to split our stock outstanding prior to the redemption 111 for 1 (effective July 26, 2004).
- entered into employment agreements with two of the former Xenomics shareholders and a consulting agreement with one of the former Xenomics shareholders.
- entered into a Voting Agreement with the Investors, the former

Xenomics shareholders and certain principal shareholders.

- entered into a Technology Acquisition Agreement with the former Xenomics shareholders under which we granted an option to the former Xenomics holders to acquire Xenomics technology if we fail to apply at least 50% of all financing we raise to the development of Xenomics technology during the period ending July 1, 2006 in exchange for all of our shares and share equivalents held by the former Xenomics holders at the time such option is exercised.

Each of the above agreements is filed with this report and the above summary is qualified by reference to the complete documents.

As a result of the above transactions, we have 15,588,737 shares outstanding.

We appointed L. David Tomei, Samuil Umansky, Gary Jacobs and Donald Picker to be directors according to the terms of the Voting Agreement and Mr. Tomei was appointed Chairman of the Board. Samuil Umansky was appointed President and Chief Scientific Officer and Christoph Bruening remains Secretary and Treasurer.

Exhibit 99.1 to this report (which will be filed by amendment) is a descriptive memorandum that contains additional information about Xenomics and our company.

Item 2. Acquisition or Disposition of Assets.

See Item 1. above for a description of the material terms of the Exchange Agreement under which Xenomics became our wholly owned subsidiary.

The terms of the Exchange Agreement, including the relative number of our shares to be issued to the holders of Xenomics stockholders was determined by arms length negotiation between our management and Xenomics. We intend to continue utilizing the assets of Xenomics in their efforts to develop diagnostic tests utilizing transrenal nucleic acids for prenatal diagnosis, cancer detection and transplantation compatibility.

Item 5. Other Events and Required FD Disclosure.

We adopted a 2004 Stock Option Plan which is filed as an Exhibit to this report. We issued options to acquire 3,750,000 shares of our common stock to officers and consultants for $1.25 per share.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(a) Financial statements that may be required by this item are not included in this report and will, if applicable, be filed by amendment within 60 days of the date of the filing of this report.

(b) Pro forma financial statements that may be required by this item are not included in this report and will, if applicable, be filed by amendment within 60 days of the date of the filing of this report.

(c) Exhibits.

| Exhibit Number | Description |
|---|---|
| 2.1 | Securities Exchange Agreement by and among Used Kar Parts, Inc., the individuals named on Schedule 1.1 thereto and Xenomics dated as of May 18, 2004.* |
| 2.2 | Closing Agreement entered into effective as of July 2, 2004 by and among Used Kar Parts, Inc., and Xenomics and L. David Tomei, Samuil Umansky, Hovsep S. Melkonyan, Kathryn P. Wilke and Anatoly V. Lichtenstein |
| 2.3 | Technology Acquisition Agreement dated effective as of June 24, 2004 by and among Used Kar Parts, Inc., and Xenomics and L. David Tomei, Samuil Umansky, Hovsep S. Melkonyan, Kathryn P. Wilke and Anatoly V. Lichtenstein |
| 2.4 | Shareholder Escrow Agreement effective as of the 24th day of June, 2004, by and among Used Kar Parts, Inc., Sommer & Schneider LLP, and the several former shareholders of Xenomics. |
| 2.5 | Purchaser Escrow Agreement effective as of the 24th day of June, 2004, by and among Used Kar Parts, Inc., Sommer & Schneider LLP and the several former shareholders of Xenomics |
| 2.6 | Repurchase Agreement dated as of June 24, 2004 by and between Used Kar Parts, Inc. and Panetta Partners Ltd. |
| 3(i).1 | Articles of Amendment to Articles of Incorporation of Used Kar Parts, Inc. changing its name to Xenomics, Inc., filed on July 14, 2004 with the Florida Secretary of State |
| 3(ii).1 | Amended and Restated By-Laws dated June 24, 2004 |
| 4.1 | Specimen Stock Certificate - Xenomics, Inc. |
| 4.2 | Form of Warrant issued to Irv Weiman, Laura Dever and Len Toboroff |
| 4.3 | Xenomics, Inc. 2004 Stock Option Plan |
| 99.1 | Descriptive Memorandum (by amendment) |
| 99.2 | Executive Employment Agreement dated effective as of June 24, 2004 by and among Hovsep Melkonyan, Xenomics and Used Kar Parts, Inc. |

| | |
|---|---|
| 99.3 | Executive Employment Agreement dated effective as of June 24, 2004 by and among Samuil Umansky, Xenomics and Used Kar Parts, Inc. |
| 99.4 | Consulting Agreement dated effective as of June 24, 2004 by and among L. David Tomei, Xenomics and Used Kar Parts, Inc. |
| 99.5 | Voting Agreement effective as of June 24, 2004 by and among Used Kar Parts, Inc. the Xenomics Shareholders, the Original Shareholders and the Investors |

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* Incorporated by reference to Exhibit 10.1 to the Form 8-K dated May 18, 2004.

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, hereto duly authorized.

Dated: July 19, 2004

XENOMICS, INC.

By: /s/ Samuil Umansky
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Samuil Umansky, President

Exhibit 2.2

# CLOSING AGREEMENT

This CLOSING AGREEMENT (the "Agreement") is entered into effective as of July 2, 2004 (the "Effective Date") by and among USED KAR PARTS, INC., a Florida corporation ("UKP"), XENOMICS, a California corporation ("Xenomics"), L. DAVID TOMEI, SAMUIL UMANSKY, HOVSEP S. MELKONYAN, KATHRYN P. WILKE, each, a resident of the State of California, and ANATOLY V. LICHTENSTEIN, a resident of Russia, (collectively, "Shareholders"), with reference to the facts and circumstances set forth in the Recitals below.

## RECITALS

A. UKP, Shareholders, and Xenomics are parties to that certain Securities Exchange Agreement ("Exchange Agreement") of even date herewith pursuant to which UKP will acquire all of the issued and outstanding shares of Xenomics' capital stock from the Shareholders in exchange for issuance of shares of UKP's capital stock to the Shareholders Xenomics' shareholders (the "Exchange").

B. Due to certain certain grace periods given to prospective investors and the parties hereto, the parties wish to execute all documents as of June 24, 2004, except for this Agreement, and to close the transactions contemplated under the terms of the Exchange Agreement on the Effective Date.

C. In order to facilitate the Closing (as defined in the Exchange Agreement) the parties to the Exchange Agreement desire to enter into this Closing Agreement.

D. The parties are executing this Agreement to memorialize their understanding regarding the foregoing.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises made under the Exchange Agreement, the above Recitals the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, UKP, Licensor, and the Shareholders agree follows:

1. Interpretation. Except as stated otherwise in this Agreement, the Exchange Agreement, including any Exhibit and Schedule thereto, shall remain in full force and effect. In the event of a conflict between the provisions of this Agreement and those of the Exchange Agreement, this Agreement shall control. Terms with initial capital letters are defined terms which shall have the respective meanings given them in the Exchange Agreement, unless the context of this Agreement requires otherwise.

2. Private Placement.

2.1 Concurrently with the Closing UKP will close a private equity financing (the "Financing") in the amount of not less than $2,250,000 and up to $2,600,000, in which UKP will sell shares of its common stock (after giving effect to the Recapitalization) at a per share price of ninety five cents ($.95) to investors.

2.2 Notwithstanding anything to the contrary in the Security Exchange Agreement or any Exhibit and Schedule thereto, the parties agree, that UKP's capitalization at of the Closing, taking into consideration the issuance of common stock to the private equity investors, shall be as stated in the Capitalization Table attached hereto as Exhibit 1.

2.3 The parties agree that the funds raised in the Financing shall be used (a) in the amount of five hundred thousand Dollars ($500,000) for the redemption of 1,971,734 shares of UKP's common stock from Panetta Partners, Ltd, (b) in an amount as may be invoiced by Baum & Company, P.A. for the audit of Xenomics' books and records that is currently ongoing, (c) in an amount as may be invoiced by Kirkpatrick & Lockhart LLP, Sommer & Schneider LLP, and Mayer, Brown, Rowe & Maw LLP for transaction costs in conjunction with the Exchange, and (d) in the remaining amount for the financing of UKP's and Xenomics' operations. In furtherance thereof, the parties hereby instruct Sommer & Schneider LLP to disburse funds (not exceeding $280,000 in the aggregate) on July 2, 2004 as follows (wire instructions under separate cover):

| | |
|---|---|
| To the order of Panetta Partners Ltd (Redemption) | $ 500,000.00 |
| Kirkpatrick & Lockhart, LLP (on account) | $ 97,000.00 |
| Sommer & Schneider LLP (on account) | $ 109,800.00 |
| Mayer, Brown, Rowe & Maw LLP | $ 32,000.00 est. |
| Townsend and Townsend and Crew | $ 14,938.08 |
| Zuzana Goldstein | $ 1,675.00 |
| Spott, Lucey & Wall (to April 20, 2004) | $ 7,518.91 |

| | |
|---|---|
| Glynn Wilson | $ 996.42 |
| Samuil Umansky | $ 800.00 |
| Anatoly Lichtenstein | $ 25,000.00 |
| Joel Baum & Co. | $ 8,000.00 |
| Travel and Conference Expense Reimbursement | $ 11,200.00 |

The balance of the proceeds of the private placement will be wired to the Xenomics account opened at JPMorgan Chase in New York and Sommer & Schnieder LLP will provide the parties with a statement of the account.

3. Liabilities. The parties acknowledge and agree that UKP and Xenomics liabilities as stated in the Exchange Agreement and the Schedule thereto does not include unpaid accounting and legal fees and expenses incurred by Xenomics or UKP in conjunction with the Exchange, provided that UKP's liabilities for the Exchange shall not exceed $17,000 more than the amount set forth in the balance sheet of UKP as of April 30, 2004 filed with the SEC. UKP agrees to pay such transactions costs as provided in Sections 2.3(b) and 2.3(c) above at the Closing and, thereafter, upon receipt of respective invoices.

4. UKP Board of Directors and Advisors. The parties agree that the initial Board of Directors of UKP as of the Closing shall consist of 5 Board members and shall include L. David Tomei, Samuil Umansky, Christoph Bruning, Donald Picker, and Gary Jacob. The Board will also appoint Gabe Cerrone to be a member and Co-Chairman, effective as of his written certification of his acceptance of the appointment. UKP shall provide all necessary Board of Directors and shareholder resolutions at the Closing to effectuate this provision.

5. UKP Officers. The parties agree that officers of UKP and Xenomics as of the Closing shall be as follows:

| | |
|---|---|
| President and CSO: | Samuil Umansky |
| Secretary: | Christoph Bruning |
| Treasurer: | Christoph Bruning |

UKP and Xenomics shall provide all necessary Board of Directors resolutions at the Closing to effectuate this provision.

6. Miscellaneous

6.1 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State without regard to conflicts of laws.

6.2 Jurisdiction. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in the courts of the State of New York, or in the United States District Court for the Eastern or Southern District of New York, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The prevailing party or parties in any such litigation shall be entitled to receive from the losing party or parties all costs and expenses, including reasonable counsel fees, incurred by the prevailing party or parties.

6.3 Captions. The Article and Section captions used herein for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.4 Notices. Any notice or other communication required or permitted hereunder shall be deemed sufficiently given when delivered in person, one business day after delivery to a reputable overnight carrier, four business days if delivered by registered or certified mail, postage prepaid or when sent by telecopy with a copy following by hand or overnight carrier or mailed, certified or registered mail, postage prepaid, addressed as follows:

If to UKP:

Used Kar Parts, Inc.
3 West 57th Street, 8th Floor
New York, NY 10019
Attn: President

with a required copy to:

Herbert H. Sommer, Esq.
Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530

If to Xenomics:

Xenomics
6034 Monterey Ave.
Richmond, CA 94805
Attn: President

with a required copy to:

Dirk Michels, Esq.
Kirkpatrick & Lockhart LLP
Four Embarcadero Center, 10th Floor
San Francisco, CA 94111

If to the Shareholders:

L. David Tomei
3018 California Street
San Francisco, CA 94115

Samuil Umansky
6034 Monterey Avenue
Richmond, CA 94805

Hovsep S. Melkonyan
950 Evelyn Avenue
Albany, CA 94706

Anatoly V. Lichtenstein
32 Kashirskoe shosse, Bldg 3, Apt. 229
Moscow, Russia 115522

Kathryn P. Wilke
769 Horizon Drive
Martinez, CA 94553

6.5 Parties in Interest. With the exception of the Shareholders' right to request transfer of the Core Technology to and to effectuate the acquisition of the Core Technology through an assignee, this Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

6.6 Counterparts. This Agreement may be executed in two or more counterparts and delivered by facsimile all of which taken together shall constitute one instrument. The Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

6.7 Entire Agreement. The Exchange Agreement and this Agreement, including the exhibits hereto and the other documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

6.8 Amendments. This Agreement may not be changed orally, but only by an agreement in writing signed by Company and the Shareholders.

6.9 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

6.10 Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereof.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, undersigned parties have executed this Closing Agreement, as of the day and year first above written.

"UKP:" Used Kar Parts, Inc.,
a Florida corporation

By: /s/ Christoph Bruening
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Name: Christoph Bruening
Title: President

"XENOMICS:"

Xenomics
a California corporation

By: /s/ Samuil Umansky
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Name: Samuil Umansky
Title: President

"SHAREHOLDERS:"

/s/ L. David Tomei
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L. David Tomei

/s/ Samuil Umansky
---
Samuil Umansky

/s/ Hovsep S. Melkonyan
---
Hovsep S. Melkonyan

/s/ Anatoly V. Lichtenstein
---
Anatoly V. Lichtenstein

/s/ Kathryn P. Wilke
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Kathryn P. Wilke

EXHIBIT 1

UKP CAPITALIZATION TABLE

Exhibit 2.3

# TECHNOLOGY ACQUISITION AGREEMENT

This TECHNOLOGY ACQUISITION AGREEMENT (the "Agreement") is dated effective as of June 24, 2004 (the "Effective Date") by and among USED KAR PARTS, INC., a Florida corporation ("UKP") and XENOMICS, a California corporation ("Xenomics", together with UKP referenced herein as the "Company"), on the one hand, and L. DAVID TOMEI, SAMUIL UMANSKY, HOVSEP S. MELKONYAN and KATHRYN P. WILKE, each, a resident of the State of California and ANATOLY V. LICHTENSTEIN, a resident of Russia, (collectively, "Shareholders"), on the other hand, with reference to the facts and circumstances set forth in the Recitals below.

## RECITALS

A. UKP, Shareholders, and Xenomics are parties to that certain Securities Exchange Agreement ("Exchange Agreement") of even date herewith (to which this Agreement is annexed as Exhibit E) pursuant to which UKP will acquire all of the issued and outstanding shares of Xenomics' capital stock in exchange for issuance of shares of UKP's capital stock to Xenomics' shareholders (the "Exchange").

B. Following the closing of the Exchange (the "Closing"), Xenomics will be UKP's wholly owned subsidiary.

C. As of the Effective Date, UKP has received net proceeds of $1,750,000 (after giving effect to a redemption of outstanding UKP shares for $500,000) from an equity financing (the "Initial Financing") to fund the Core Technology Development (as defined below) and general working capital needs.

D. The Shareholders have been induced to enter into the Exchange Agreement by UKP's promise to seek additional equity and debt financing subsequent to the Closing to further fund the Core Technology Development.

E. Subject to the terms and conditions of this Agreement, Company desires to grant to the Shareholders an option to acquire the Core Technology from Company in the event that UKP fails to use fifty percent (50%) of the proceeds of the Initial Financing and any additional financing for the Core Technology Development.

F. The parties are executing this Agreement to memorialize their understanding regarding the foregoing.

## AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals, the mutual promises and covenants set forth herein and in the Exchange Agreement, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

## ARTICLE 1

## DEFINITIONS

1.1 Definitions. The terms below when used herein shall have the following meanings:

(a) "Acquisition Option" shall have the meaning given in Section 2.1 below.

(b) "Affiliate" with respect to any Person shall mean any other Person directly or indirectly controlling, controlled by or under common control with such Person.

(c) "Aggregate Financing Amount" shall mean the sum of (i) the Initial financing plus (ii) the total amount raised by Company or any direct or indirect majority owned subsidiary in any equity or debt financing during the period ending 90 days before the end of the Development Period, less Direct Offering Expenses (as defined below).

(d) "Agreement" shall mean this Agreement and all exhibits and schedules hereto, as the same may from time to time be amended or supplemented by one or more instruments executed by the Parties hereto.

(e) "Assumed Liabilities" shall mean all liabilities and obligations of

Company relating to the Core Technology existing on the Exercise Date.

(f) "Closing" shall have the meaning given in Paragraph B of the Recitals hereof.

(g) "Company Records" shall have the meaning given in Section 3.3 below.

(h) "Company Shares" shall mean the sum of 2,258,001 UKP shares issued to the Xenomics shareholders in the Exchange, plus the number of Contingent Shares (defined in the Exchange Agreement) released and shares to the Xenomics Shareholders under the Exchange Agreement, plus the number of shares issued to the Xenomics Shareholders upon the exercise of any option or warrant granted by UKP, less Escrowed Shares (defined in the Exchange Agreement) cancelled during the term of this Agreement.

(i) "Core Technology" shall mean all intellectual property and technology underlying the Xenomics Patents, all divisionals, continuations, continuations-in-part, substitutions, conversions, prolongations, extensions, reissues, reexaminations, or renewals thereof, and any and all Improvements, trade secrets, know how or other proprietary rights related thereto.

(j) "Core Technology Development" shall mean Company's research and development relating to the Core Technology.

(k) "Development Period" shall mean the two (2) year period between the Closing and the second anniversary of the Closing.

(l) "Development Report" shall have the meaning given in Section 3.3(b) below.

m) "Direct Offering Expenses" shall mean the sum of commissions, agent and underwriter expense reimbursements, legal, accounting, expert and due diligence expenses, filing, printing and listing fees borne by the issuer of securities in any financing.

(n) "Exercise Date" shall mean the date the Exercise Notice has been delivered to Company.

(o) "Exercise Notice" shall have the meaning given in Section 2.2 below.

(p) "Exercise Period" shall mean, subject tolling pursuant to Section 3.3 below, the ninety (90) day period immediately following the Shareholders' receipt of the Development Report from Company during which the Shareholders may exercise the Acquisition Option.

(q) "Improvements" shall mean any improvement, refinement, enhancement or other modification of the Xenomics Patents that Company develops during the Development Period.

(r) "Initial Financing" shall have the meaning given in Paragraph C of the Recitals hereof.

(s) "Liabilities" shall mean claims, liabilities and obligations of every nature or kind, whether accrued, absolute, contingent or otherwise and whether asserted or unasserted, known or unknown and whether due or to become due.

(t) "Market Value" shall mean, as of any date, the average of the reporting closing prices of the Company Shares on the principal exchange or quotation service for the 20 trading days preceding such determination, multiplied by the number of Company Shares as to which the determination is being made.

(u) "Parties" shall mean Company and the Shareholders.

(v) "Person" shall mean an individual, corporation, partnership, joint venture, trust or unincorporated organization or a federal, state, city, municipal or foreign government or an agency or political subdivision thereof.

(w) "Xenomics Patents" shall mean United States Patent Nos. 6,287,820, 6,492,144, and 6,251,638, pending International Patent Application PCT US 98/10965, and pending European Patent Application No. 98924998.2.

## ARTICLE 2
## GRANT OF ACQUISITION OPTION

2.1 Grant of Acquisition Option. Subject to the terms and conditions herein, Company hereby grants to the Shareholders an option (the "Acquisition Option") to acquire the Core Technology from Company. The option may be exercised if Company expends less than fifty percent (50%) of the Aggregate Financing Amount on Core Technology Development during the Development Period.

2.2 Exercise of Option. Provided that the condition set forth in Section 2.1 above has been met, the Shareholders may exercise the Acquisition Option during the Exercise Period by delivering written notice (the "Exercise Notice") specifying the alleged failure by the Company to expend the amount specified in Section 2.1, and signed by at least two of the Shareholders to either UKP and Xenomics in any manner permitted under Section 4.4 below. The Company shall then have 90 days (the "Cure Period") to remedy the inadequacies specified in the Exercise Notice. In the event that the Company fails to remedy, or otherwise states in writing that they do not wish to remedy, the specified inadequacies within the Cure Period, the exercise of the Acquisition Option shall become effective as of the end of the last day of the Cure Period. The Acquisition may only be exercised in whole and not in part.

2.3 Consideration for Exercise. In consideration for the acquisition of the Core Technology, each Shareholder, severally, and not jointly shall, (i) transfer to Company all "Company Shares" and if the Shareholder no longer holds all or any part of the Company Shares, the Market Value of the Shares not owned on the Exercise Date by wire transfer to an account designated by the Company (ii) cancel and terminate all options, other purchase rights to acquire Company Shares, and securities convertible into Company Shares held by such Shareholder as of the Exercise Date, and (iii) assume a proportionate portion of the Assumed Liabilities, by instrument reasonable acceptable to the Company which provides adequate indemnification for the Assumed Liabilities.

2.4 Core Technology Assignment. Within thirty (30) days after the Exercise Notice has become effective, Company shall transfer, in exchange for the consideration set forth in Section 2.3, all rights, title and interest in and to the Core Technology, without any encumbrance or lien (but subject to any development or research right or licenses granted by the Company prior to the Exercise Date), and deliver the Core Technology, including any documentation thereto, to the Shareholders or any assignee of the Shareholders as directed in the Exercise Notice. To the extent any of the rights, title and interest in and to Core Technology cannot be assigned by Company to Shareholders, Company will grant to Shareholders an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Core Technology can be neither assigned nor licensed by Company to Shareholders, Company will irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Shareholders or any of Shareholders' successors in interest to such non-assignable and non-licensable rights, title and interest.

2.5 Cooperation in Perfecting Rights to Core Technology (a) Company agrees to perform, within one hundred twenty (120) days after the assignment of the Core Technology set froth in Section 2.4, all acts and deliver all documents deemed necessary by Shareholders to permit and assist Shareholders, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Core Technology. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration and memorialization of assignment of the Core Technology and any applicable patents, copyrights, mask work, or other applications and (ii) in the enforcement of any ownership rights in and to the Core Technology and any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights.

(b) In the event that Shareholders are unable for any reason to secure Company's signature to any document required to evidence Shareholders' ownership in and to the Core Technology or to file, prosecute, register, or memorialize the assignment of the Core Technology or any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary rights related to the Core Technology, Company hereby irrevocably designates and appoints each Shareholder, severally and not jointly, as Company's agent and attorney-in-fact to act for and on Company's behalf and instead of Company, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the transfer of all right, title, and interest in and to the Core Technology to Shareholders after delivery of the Exercise Notice, and the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of any ownership right in and to the Core Technology, any patents, copyrights, mask works, moral rights, trade secrets or other rights relating to the Core Technology, all with the same legal force and effect as if executed by Company.

## ARTICLE 3

## OWNERSHIP AND OBLIGATIONS OF COMPANY

3.1 Ownership of Core Technology. Subject to the Acquisition Option, Company is and shall remain at all times, during the term of this Agreement, the sole and exclusive owner of the Core Technology and neither the Shareholders nor any third party, except as granted by Xenomics prior to the Effective Date or such grants approved by the Company's boards of directors, including the affirmative vote of the Xenomics Designees (defined in the Exchange Agreement), shall have any right or interest therein.

3.2 Maintenance and Enforcement of Ownership Rights.

(a) Maintenance. During the term of this Agreement, Company shall prepare, file, prosecute and maintain any and all patent applications and patents, and other intellectual property rights, relating to the Core Technology. If Company fails to take any action reasonably necessary to prepare, file, prosecute or maintain patents and patent applications, and other intellectual property rights relating to the Core Technology, the Shareholders may take such action on behalf of Company and at Company's expense after first providing Company with thirty (30) days written notice of its intention to do so. Company shall promptly reimburse the Shareholders for all reasonable out-of-pocket expenses the Shareholders have incurred, or may incur in the future, for such preparation, filing, prosecution and maintenance.

(b) Enforcement. During the term of this Agreement, Company shall actively prosecute actions and/or lawsuits against third parties for infringement of Company's rights in the Core Technology. All costs and expenses associated with such actions and lawsuits shall be borne by Company, which shall be solely entitled to the full amount any recovery received as a result thereof, whether by adjudication or settlement.

(c) Notice to Shareholders. Company agrees to notify the Shareholders promptly in the event Company becomes aware of any infringement of any right of Company in the Core Technology. Moreover, Company shall keep the Shareholders informed of the status of any prosecution of actions or lawsuits against third parties for infringement.

3.3 Reports and Records.

(a) Record Keeping. During the Development Period, Company shall keep complete, accurate and authentic accounts, notes, data and records, including, without limitation, any and all ideas for technical solutions, designs, drawings, schematics, technical data, prototypes, inventions, or other intellectual property, relating to the Core Technology Development (collectively, "Company Records").

(b) Reports. Within 30 days after the second anniversary of the Closing, Company shall furnish the Shareholders with a report (the "Development Report") setting forth: (i) the Core Technology Development performed by Company during the Development Period and a description (including patents and patent filings) of the Core Technology; (ii) detailed accounting of the Aggregate Financing Amount and the portion thereof applied to the Core Technology Development during the Development Period, (iii) a listing of the Assumed Liabilities as of the date of such Development Report, and (iii) any other information the Shareholders may reasonably request to be included in such Development Report.

(c) Audit Rights. To ensure compliance with the terms of this Agreement, the Shareholders shall have the right to inspect and audit Company Records (including the Development Report) and Company's bookkeeping records relating to the Core Technology, Assumed Liabilities, and the use of the Aggregate Financing Amount with the assistance of professional consulting, law and accounting firms that are reasonably acceptable to Company. All representatives of such firms involved in the inspection and audit shall be required to sign reasonable nondisclosure agreements and to abide by reasonable site security requirements when carrying out the inspection and audit. The inspection and audit shall be conducted during normal business hours at Company's offices in such a manner as not unreasonably to interfere with Company's normal business activities. Any such inspection and audit shall be at the Shareholders' sole expense.

(d) New Development Report. If any inspection and audit of the Development Report discloses material discrepancies as to the Core Technology, the Assumed Liabilities, or the Aggregate Financing Amount applied to the Core Technology Development, then (i) Company shall pay to the Shareholders the reasonable fees and expenses charged by the professional consulting, law, accounting firms and (ii) the Parties shall promptly engage a mutually agreeable independent party to provide a final Development Report. The finding by such independent party shall be binding upon the Parties. Company shall pay the expenses arising from the work performed by such independent party.

(e) Tolling of Exercise Period. The Parties agree that the Exercise Period shall be tolled for the duration of any audit pursuant to sub-section (c) above, and any engagement by an independent party and preparation of a final Development Report pursuant to sub-section (d) above.

3.4 Termination. The Company's obligations under this Article 3 shall terminate and be of no further force or effect upon the later of: (a) the transfer of the Core Technology under Sections 2.3 and 2.4 hereof, if the Acquisition Option; or (b) end of the Exercise Period, if the Acquisition Option is not exercised.

## ARTICLE 4
## MISCELLANEOUS PROVISIONS

4.1 Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State without regard to conflicts of laws.

4.2 Jurisdiction. Any judicial proceeding brought against any of the parties to this Agreement on any dispute arising out of this Agreement or any matter related hereto may be brought in the courts of the State of New York, or in the United States District Court for the Eastern or Southern District of New York, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The prevailing party or parties in any such litigation shall be entitled to receive from the losing party or parties all costs and expenses, including reasonable counsel fees, incurred by the prevailing party or parties.

4.3 Captions. The Article and Section captions used herein for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

4.4 Notices. Any notice or other communication required or permitted hereunder shall be deemed sufficiently given when delivered in person, one business day after delivery to a reputable overnight carrier, four business days if delivered by registered or certified mail, postage prepaid or when sent by telecopy with a copy following by hand or overnight carrier or mailed, certified or registered mail, postage prepaid, addressed as follows:

If to UKP:

Used Kar Parts, Inc.
3 West 57th Street, 8th Floor
New York, NY 10019
Attn: President

with a required copy to:

Herbert H. Sommer, Esq.
Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530

If to Xenomics:

Xenomics
6034 Monterey Ave.
Richmond, CA 94805
Attn: President

with a required copy to:

Dirk Michels, Esq.
Kirkpatrick & Lockhart LLP
Four Embarcadero Center, 10th Floor
San Francisco, CA 94111

If to Shareholders:

L. David Tomei
3018 California Street
San Francisco, CA 94115

Samuil Umansky
6034 Monterey Avenue
Richmond, CA 94805

Hovsep S. Melkonyan
950 Evelyn Avenue
Albany, CA 94706

Anatoly V. Lichtenstein
32 Kashirskoe shosse, Bldg 3, Apt. 229
Moscow, Russia 115522

Kathryn P. Wilke
769 Horizon Drive
Martinez, CA 94553

4.5 Parties in Interest. With the exception of the Shareholders' right to request transfer of the Core Technology to and to effectuate the acquisition of the Core Technology through an assignee, this Agreement may not be transferred, assigned, pledged or hypothecated by any party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

4.6 Counterparts. This Agreement may be executed in two or more counterparts and delivered by facsimile all of which taken together shall constitute one instrument.

4.7 Entire Agreement. The Exchange Agreement and this Agreement, including the exhibits hereto and the other documents referred to herein which form a part hereof, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

4.8 Amendments. This Agreement may not be changed orally, but only by an agreement in writing signed by Company and the Shareholders.

4.9 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

4.10 Third Party Beneficiaries. Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, undersigned parties have executed this Technology Acquisition Agreement, as of the day and year first above written.

"UKP:"

Used Kar Parts, Inc.,
a Florida corporation

By: /s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President

"XENOMICS:"

Xenomics
a California corporation

By: /s/ Samuil Umansky
---
Name: Samuil Umansky
Title: President

"SHAREHOLDERS:"

/s/ L. David Tomei
---
L. David Tomei

/s/ Samuil Umansky
---
Samuil Umansky

/s/ Hovsep S. Melkonyan
---
Hovsep S. Melkonyan

/s/ Anatoly V. Lichtenstein
---
Anatoly V. Lichtenstein

/s/ Kathryn P. Wilke
---
Kathryn P. Wilke

Exhibit 2.4

# SHAREHOLDER ESCROW AGREEMENT
(Escrowed Shares)

THIS SHAREHOLDER ESCROW AGREEMENT is made effective as of the 24th day of June, 2004, by and among Used Kar Parts, Inc., a Florida corporation ("Purchaser"), Sommer & Schneider LLP, as escrow agent (the "Escrow Agent"), and the several former shareholders of Xenomics, a California corporation ("Xenomics") identified on Schedule A attached hereto ("Shareholders").

W I T N E S S E T H:

WHEREAS, pursuant a Securities Exchange Agreement (the "Exchange Agreement") dated effective as of the date hereof, among Purchaser, Xenomics and the Shareholders, Purchaser has acquired or will acquire all of the outstanding capital stock of Xenomics (the "Xenomics Acquisition").

WHEREAS, in connection with the Xenomics Acquisition, the Shareholders, collectively, will receive 2,258,001 shares of Purchaser's common stock, par value $0.001 per share (the "Purchaser Shares") in exchange for their shares of Xenomics;

WHEREAS, the Exchange Agreement provides that on the Closing Date (as defined in the Exchange Agreement), 300,000 Purchaser Shares issued to the Shareholders in exchange for their Xenomics shares (the "Escrowed Shares") shall be deposited in escrow, together with stock powers endorsed in blank (the "Escrow Deposit"), to be held and disposed of by the Escrow Agent as provided herein; and

WHEREAS, Purchaser and the Shareholders wish to appoint the Escrow Agent to serve as the escrow agent hereunder, and the Escrow Agent is willing to do so upon the terms and conditions hereinafter set forth.

NOW THEREFORE, it is agreed:

## Section 1 APPOINTMENT OF ESCROW AGENT; CREATION OF ESCROW DEPOSIT

1.1 Appointment of Escrow Agent. Purchaser and the Shareholders hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to act, as depository and administrator of the Escrow Deposit, upon the terms and conditions set forth below.

1.2 Creation of Escrow Deposit. Promptly following the execution and delivery of this Agreement, Purchaser, pursuant to the Exchange Agreement, shall deliver to the Escrow Agent, for deposit into the Escrow Deposit, the Escrowed Shares and each Shareholder will deliver 5 duly executed guarantied stock powers for the transfer of Escrowed Shares to the Purchaser.

## Section 2 DISPOSITION OF ESCROW DEPOSIT

2.1 Term of Escrow Deposit.

(a) The Escrowed Shares held in the Escrow Deposit shall be held by the Escrow Agent on the terms and subject to the conditions set forth herein and in the Exchange Agreement (but the Escrow Agent shall have no responsibility with respect to the Exchange Agreement other than to perform as provided in this Agreement) to satisfy the indemnification obligations of Xenomics and the Shareholders pursuant to the Exchange Agreement.

(b) The Escrowed Shares held in the Escrow Deposit shall be held by the Escrow Agent on the terms and subject to the conditions set forth herein and in the Exchange Agreement until the first anniversary of the Closing Date or, if earlier, the date of the expiration in their entirety of the representations and warranties of Purchaser pursuant to Article 2 of the Exchange Agreement (either date referred to hereinafter as the "Expiration Date"). On the Expiration Date, the Escrow Agent shall release the remaining Escrow Deposit to Shareholders on a pro rata basis as required by Section 4.2 of the Exchange Agreement, subject in all cases to the terms and conditions set forth in Sections 2.7 and 2.8.

(c) "Escrowed Shares" shall mean the shares of Purchaser's common stock delivered to the Escrow Agent under this Section 2 together with all shares or other securities, if any, received by the Escrow Agent as a dividend or distribution paid or made on or in respect of said shares of Purchaser's common stock or on or in respect of any other shares or securities so received by the Escrow Agent.

2.2 Purchaser Indemnity Claims. Upon the occurrence of an event which Purchaser asserts constitutes an event for which Shareholders would be required to indemnify or make any payment to the Purchaser pursuant to the Exchange Agreement (a "Purchaser Indemnity Claim"), the Purchaser shall furnish notice of

such event (the "Indemnity Notice") to the Shareholders and the Escrow Agent promptly (and in any event on or prior to the Expiration Date), setting forth the Purchaser's then good-faith estimate of the reasonably foreseeable maximum amount of the Purchaser Indemnity Claim. Upon final determination of the amount of the Purchaser Indemnity Claim, the Purchaser shall furnish an additional notice (the "Determination Notice") to the Shareholders and the Escrow Agent promptly, setting forth the final amount of the Purchaser Indemnity Claim and proof of such amount by documentary evidence.

2.3 Purchaser Indemnity Claims Not Disputed by Shareholders. Upon delivery of the Indemnification Notice, Escrow Agent shall retain for transfer to the Purchaser, pro rata from each of the Shareholders that number of Escrowed Shares derived by dividing the amount of the Purchaser Indemnity Claim set forth in the Indemnity Notice by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Escrowed Shares after the Closing Date. If, within thirty (30) days after receipt of the Indemnity Notice or Determination Notice, the record holders of a majority of the Escrowed Shares (the "Majority Shareholders") do not give the notice provided for in Section 2.4, Escrow Holder shall transfer to Purchaser that number of Escrowed Shares derived by dividing the final amount of the



Purchaser Indemnity Claim set forth in the Determination Notice by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Escrowed Shares after the Closing Date.

2.4 Purchaser Indemnity Claims Disputed by Shareholders in Whole. If Majority Shareholders dispute either the Purchaser Indemnity Claim described in the Indemnity Notice or the final amount set forth in the Determination Notice, the Majority Shareholders shall, within thirty (30) days after receipt of the Indemnity Notice or Determination Notice, as the case may be, notify the Escrow Agent and the Purchaser of such dispute, setting forth the basis therefor in reasonable detail, based on its then good-faith belief. In the event Majority Shareholders dispute the entire Purchaser Indemnity Claim, the Escrow Agent shall not transfer any Escrowed Shares to Purchaser until the Escrow Agent receives a written agreement signed by the Majority Shareholders and Purchaser stating the amount to which the Purchaser is entitled in connection with such Purchaser Indemnity Claim, or a copy of a court order or judgment together with an opinion of counsel reasonably acceptable to the Escrow Agent to the effect that such order or judgment is a final order or judgment of a court of competent jurisdiction binding on Purchaser and the Shareholders from which no appeal may be taken or for which the time to appeal has expired (a "Final Judgment"), at which time the Escrow Agent shall transfer to the Purchaser the amount of Escrowed Shares derived by dividing the amount set forth in such agreement or Final Judgment by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Escrowed Shares after the Closing Date .

2.5 Purchaser Indemnity Claims Disputed by Majority Shareholders in Part. In the event the Majority Shareholders dispute part of, but not all of, a Purchaser Indemnity Claim, the Escrow Agent shall transfer to the Purchaser, that number of Escrowed Shares attributable to that portion of the Purchaser Indemnity Claim which is not disputed by the Majority Shareholders up to the entire amount of the Escrowed Shares. The Escrow Agent shall not transfer any Escrowed Shares with respect to the balance of such Purchaser Indemnity Claim except in accordance with the procedures set forth in Section 2.4.

2.6 Notice to Withhold on the Expiration Date. On or prior to the Expiration Date, the Purchaser shall furnish notice (the "Withholding Notice") to the Escrow Agent and Shareholders of the number of Escrowed Shares to be retained on account of Purchaser Indemnity Claims for which an Indemnity Notice, but no Determination Notice has been provided pursuant to Section 2.2, or for which an Indemnity Notice and a Determination Notice has been provided pursuant to Section 2.2, but either notice has been disputed by the Majority Shareholder in full or in part pursuant to Section 2.4 (the "Withholding Shares"). The Withholding Notice shall contain the information specified in Section 2.2 to the extent it requires supplementation or change based on the Purchaser's knowledge on the notice date. Upon the receipt by the Escrow Agent of the Withholding Notice, the Escrow Agent shall retain the Withholding Shares. In the event the Purchaser does not timely provide the Withholding Notice, any remaining Escrowed Shares shall be distributed by the Escrow Agent to Shareholders in accordance with, and to the extent provided in, Section 2.7.

2.7 Distribution of the Escrow Deposit. As soon as practicable following the Expiration Date, any Escrowed Shares as shall remain in the Escrow Deposit after deduction of Escrowed Shares pursuant to the provisions of

Sections 2.3 and 2.5 hereof, and after deduction of Withholding Shares, if any, shall be released from the provisions of this Agreement and distributed promptly by the Escrow Agent to the Shareholders, pro rata.

2.8 Retention of Withholding Shares After Expiration Date. Upon receipt of the Withholding Notice, the Escrow Agent shall continue to hold after the Expiration Date, the Withholding Shares until such time as the Escrow Agent receives a written agreement signed by the Majority Shareholders and Purchaser stating the number of Withholding Shares, if any, to which the Purchaser is entitled in connection with any outstanding Purchaser Indemnity Claims identified in the Withholding Notice, or a copy of a Final Judgment with respect to such Purchaser Indemnity Claims. As soon as practicable following the receipt of such agreement or Final Judgment, Escrow Agent shall transfer to the Purchaser the number of Payoff Shares specified in such agreement or Final Judgment and, unless there are any additional unresolved Purchaser Indemnity Claims outstanding that were identified in the Withholding Notice, shall distribute to the Shareholders any remaining Escrow Deposit.

2.9 Reservation of the Shareholders' Rights. The rights of the Purchaser to receive disbursements from the Escrow Account in respect of Purchaser Indemnity Claims shall be without prejudice to any other rights the Purchaser may have, under the Exchange Agreement or otherwise, to seek indemnity for Purchaser Indemnity Claims.

2.10 Reporting. The parties hereto shall, for federal income tax purposes and, to the extent permitted by applicable law, state and local tax purposes, report consistent with the Shareholders as the owners of the Escrowed Shares and the Shareholders shall furnish any required tax forms consistent with the foregoing.

2.11 Voting and Dispositive Authority. The Shareholders shall retain full voting authority with respect to the Escrowed Shares. The Shareholders shall not dispose of the Escrowed Shares until the time such shares have been returned to them by Escrow Agent in accordance with this Agreement.

Section 3 ESCROW AGENT

3.1 Duties. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and shall be limited to the performance of such duties and obligations as are specifically set forth in this Agreement, as it may be amended from time to time with the Escrow Agent's written consent.

3.2 Reliance. In the performance of its duties hereunder, the Escrow Agent shall be entitled to rely upon any document or instrument reasonably believed by it to be genuine and signed by Purchaser or the Shareholders. The Escrow Agent may assume that any person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so.

3.3 Liability. The Escrow Agent shall not be liable for any error of judgment, or any action taken or omitted to be taken hereunder in good faith, except in the case of its bad faith, gross negligence or willful misconduct. The Escrow Agent shall be entitled to consult with counsel of its choosing (including internal counsel) and shall not be liable for any act suffered or omitted by it in good faith in accordance with the advice of such counsel.

3.4 Disputes. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, or shall receive instructions from any party hereto with respect to the Escrow Deposit which, in its opinion, are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action until such time as there has been a final determination of the rights of Purchaser and the Shareholders with respect to the Escrow Deposit (or relevant portion thereof). For purposes of this Section 3.4, there shall be deemed to have been a final determination of the rights of Purchaser and the Shareholders with respect to the Escrowed Shares (or relevant portion thereof) at such time as Escrow Agent shall receive (i) an executed counterpart of an agreement between the Majority Shareholders and Purchaser or (ii) a copy of a Final Judgment which provides for the disposition of the Escrow Deposit (or relevant portion thereof).

3.5 Resignation. The Escrow Agent may resign at any time and be discharged of the duties imposed hereunder (but without prejudice for any liability in the case of its bad faith, gross negligence or willful misconduct hereunder) by giving notice to the Majority Shareholders and Purchaser at least sixty (60) business days prior to the date specified for such resignation to take effect, in which case, upon the effective date of such resignation:

(a) any property then held by the Escrow Agent hereunder shall be delivered by it to such person as may be designated in writing by Purchaser and the Majority Shareholders, whereupon the Escrow Agent's obligations hereunder shall cease and terminate;

(b) if no such person has been designated by such date, all obligations of the Escrow Agent hereunder shall, nevertheless, cease and terminate, subject to clause (c) below; and

(c) the Escrow Agent's sole responsibility thereafter shall be to keep all property then held by it (and to make the investments as hereinbefore provided) and to deliver the same to the successor escrow agent designated in writing by Purchaser and the Majority Shareholders or, if no such successor escrow agent shall have been so designated, in accordance with the directions of a Final Judgment, and the provisions of Section 3.7 and Section 3.8 shall remain in effect.

3.6 Removal of Escrow Agent. Purchaser and the Majority Shareholders may, upon at least thirty (30) business days prior written notice to the Escrow Agent, dismiss the Escrow Agent hereunder and appoint a successor. In such event, the Escrow Agent shall promptly account for and deliver to the successor escrow agent named in such notice the balance of the Escrow Deposit, including all investments thereof and accrued income thereon, on the date of such accounting and delivery. Upon acceptance thereof and of such accounting by such successor escrow agent, and upon reimbursement to the Escrow Agent of all expenses due to it hereunder through the date of such accounting and delivery, the Escrow Agent shall be released and discharged from all of its duties and

obligations hereunder, but without prejudice to any liability of the Escrow Agent for its bad faith, gross negligence or willful misconduct hereunder.

3.7 Indemnification. Each of Purchaser and the Shareholders shall jointly indemnify and hold the Escrow Agent harmless against any loss, liability, claim, damage, injury, demand or expense, including reasonable legal fees, arising out of or in connection with the performance of the Escrow Agent's obligations hereunder, including the costs and expenses incurred in connection with the collection of its fees and including the costs and expenses of defending itself against any claim or liability arising out of or in connection with the performance of its duties hereunder, except for any loss, liability, claim, damage, injury, demand or expense resulting from the Escrow Agent's bad faith, gross negligence or willful misconduct; provided, however, that promptly after the receipt by the Escrow Agent of notice of any claim or the commencement of any suit, action or proceeding, the Escrow Agent shall, if a claim of indemnification in respect thereof is to be made against any of the other parties hereto, notify such other parties thereof in writing; and provided, further, that the indemnifying party or parties shall be entitled, jointly or severally and at their own expense, to participate in or assume the defense of any such action, suit or proceeding. The right of the Escrow Agent (or any successor escrow agent appointed hereunder) to indemnification under this Section 3.7 shall survive the termination of this Agreement.

3.8 Sommer & Schneider LLP.

(a) Each party acknowledges that Sommer & Schneider LLP has acted as legal counsel to and representative of Purchaser and its affiliates in the past and is presently doing so (including, without limitation, in connection with the Exchange Agreement and other related transactions), and agrees that such counsel and representation do not and will not constitute a grounds for disqualifying Sommer & Schneider LLP from acting as Escrow Agent hereunder, and that Sommer & Schneider LLP may continue to so act as legal counsel to and representative to Purchaser and its affiliates in the future in connection with those and all other matters.

(b) Notwithstanding anything to contrary contained herein, it is expressly understood by the parties hereto that the Escrow Agent, in that capacity, at any time that it is required or permitted to seek legal counsel under this Agreement, may seek such legal counsel from Sommer & Schneider LLP, and that the Purchaser and the Shareholders will be jointly liable to Sommer & Schneider LLP for any services performed and billed to the Escrow Agent by Sommer & Schneider LLP at its customary hourly rates and all of Sommer & Schneider LLP's disbursements in connection with the provision of such services.

Section 4 MISCELLANEOUS

4.1 Term. This Agreement shall continue in force until the final distribution of all amounts held by the Escrow Agent in the Escrow Deposit.

4.2 Notices. All notices and other communications hereunder shall be given in writing and delivered personally, by registered or certified mail (postage prepaid, return receipt requested), by overnight courier (postage prepaid), facsimile transmission or similar means, to the party to receive such notices or communications at the address set forth below (or such other address as shall from time to time be designated by such party to the other parties in accordance with this Section 5.2):

If to the Shareholders:

L. David Tomei
3018 California Street
San Francisco, CA 94115

Samuil Umansky
6034 Monterey Avenue
Richmond, CA 94805

Hovsep S. Melkonyan
950 Evelyn Avenue
Albany, CA 94706

Anatoly V. Lichtenstein
32 Kashirskoe shosse, Bldg 3, Apt. 229
Moscow, Russia 115522

Kathryn P. Wilke
769 Horizon Drive
Martinez, CA 94553

If to Purchaser, addressed:

Used Kar Parts, Inc.
3 West 57th Street
New York, NY 10019
Attention: President
Telephone No.: (646) 442-4985

With a copy to:

Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530
Attention: Herbert H. Sommer
Telecopier No.: (516) 228-8181
Telephone No.: (516) 228-8211

If to the Escrow Agent:

Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530
Attention: Herbert H. Sommer
Telecopier No.: (516) 228-8181
Telephone No.: (516) 228-8211

All such notices and communications hereunder shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered, the acknowledgment of receipt returned to the sender by the applicable postal authorities or the confirmation of delivery rendered by the applicable overnight courier service. A copy of any notice or other communication given by any party to any other party hereto, with reference to this Agreement, shall be given at the same time to the other parties to this Agreement.

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Neither this Agreement nor any rights, duties or obligations hereunder shall be assigned by any party hereto without the prior written consent of the parties hereto.

4.4 Attorney-in-Fact. The parties hereby agree that any of the documents comprising Escrow Deposits as are undated or incomplete shall, if necessary when and if released from escrow hereunder, be dated as of the date of such release and delivery and/or completed by the Escrow Agent, and each of the parties hereto hereby appoints the Escrow Agent as its attorney-in-fact for the purpose of dating and completing such documents.

[SIGNATURE PAGE FOLLOWS]

IN WlTNESS WHEREOF, the parties hereto have executed this Shareholder Escrow Agreement as of the date first above set forth.

"Purchaser:"

Used Kar Parts, Inc.,
a Florida Corporation

By: /s/ Christoph Bruening
---
Its: President

"SHAREHOLDERS:"

/s/ L. David Tomei
---
L. David Tomei

/s/ Samuil Umansky
---
Samuil Umansky

/s/ Hovsep S. Melkonyan
---
Hovsep S. Melkonyan

/s/ Anatoly V. Lichtenstein
---
Anatoly V. Lichtenstein

/s/ Kathryn P. Wilke
---
Kathryn P. Wilke

"ESCROW AGENT:"

Sommer & Schneider LLP

By: /s/ Herbert H. Sommer
---
Herbert H. Sommer, Partner

Schedule A

List of Shareholders

| SHAREHOLDERS | PURCHASER SHARES | ESCROWED SHARES |
|---|---|---|
| L. David Tomei | 938,360 | 124,671 |
| Samuil Umansky | 885,809 | 117,689 |
| Hovsep S. Melkonyan | 348,803 | 46,342 |
| Anatoly V. Lichtenstein | 66,689 | 8,861 |
| Kathryn P. Wilke | 18,340 | 2,437 |
| Totals | 2,258,001 | 300,000 |

Exhibit 2.5

# PURCHASER ESCROW AGREEMENT
(Contingent Shares)

THIS ESCROW AGREEMENT is made effective as of the 24th day of June, 2004, by and among Used Kar Parts, Inc., a Florida corporation ("Purchaser"), Sommer & Schneider LLP, as escrow agent (the "Escrow Agent"), and the several former shareholders of Xenomics, a California corporation ("Xenomics") identified on Schedule A attached hereto ("Shareholders").

W I T N E S S E T H:

WHEREAS, pursuant a Securities Exchange Agreement (the "Exchange Agreement") dated as of the date hereof, among Purchaser, Xenomics and the Shareholders, Purchaser has acquired or will acquire all of the outstanding capital stock of Xenomics (the "Xenomics Acquisition").

WHEREAS, in connection with the Xenomics Acquisition, the Shareholders collectively will receive 2,258,001 shares of Purchaser's common stock, par value $0.001 per share (the "Purchaser Shares") in exchange for their shares of Xenomics;

WHEREAS, the Exchange Agreement provides that on the Closing Date (as defined in the Exchange Agreement), 350,000 additional Purchaser Shares are being issued (the "Contingent Shares") and deposited in escrow, together with stock powers endorsed in blank (the "Escrow Deposit"), to be held and disposed of by the Escrow Agent as provided herein; and

WHEREAS, Purchaser and the Shareholders wish to appoint the Escrow Agent to serve as the escrow agent hereunder, and the Escrow Agent is willing to do so upon the terms and conditions hereinafter set forth.

NOW THEREFORE, it is agreed:

## Section 1
## APPOINTMENT OF ESCROW AGENT; CREATION OF ESCROW DEPOSIT

1.1 Appointment of Escrow Agent. Purchaser and the Shareholders hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to act, as depository and administrator of the Escrow Deposit, upon the terms and conditions set forth below.

1.2 Creation of Escrow Deposit. Promptly following the execution and delivery of this Agreement, Purchaser, pursuant to the Exchange Agreement, shall deliver to the Escrow Agent, for deposit into the Escrow Deposit, the Contingent Shares and Purchaser will deliver 5 duly executed guarantied stock powers, for the transfer of Contingent Shares to each Shareholder.

## Section 2
## DISPOSITION OF ESCROW DEPOSIT

2.1 Term of Escrow Deposit.

(a) The Contingent Shares held in the Escrow Deposit shall be held by the Escrow Agent on the terms and subject to the conditions set forth herein and in the Exchange Agreement (but the Escrow Agent shall have no responsibility with respect to the Exchange Agreement other than to perform as provided in this Agreement) to satisfy the indemnification obligations of Purchaser pursuant to the Exchange Agreement.

(b) The Contingent Shares held in the Escrow Deposit shall be held by the Escrow Agent on the terms and subject to the conditions set forth herein and in the Exchange Agreement until the first anniversary of the Closing Date or, if earlier, the date of the expiration in their entirety of the representations and warranties of Purchaser pursuant to Article 2 of the Exchange Agreement (either date referred to hereinafter as the "Expiration Date"). On the Expiration Date, the Escrow Agent shall release the remaining Escrow Deposit to Purchaser, for cancellation of the Contingent Shares as required by Section 4.2 of the Exchange Agreement, subject in all cases to the terms and conditions set forth in Sections 2.7 and 2.8.

(c) "Contingent Shares" shall mean the shares of Purchaser's common stock delivered to the Escrow Agent under this Section 2 together with all shares or other securities or property, if any, received by the Escrow Agent as a dividend or distribution paid or made on or in respect of said shares of Purchaser's common stock or on or in respect of any other shares or securities so received by the Escrow Agent.

2.2 Xenomics Indemnity Claims. Upon the occurrence of an event which the record holders of a majority of the Purchaser Shares among the Shareholders (the "Majority Shareholders") assert constitutes an event for which Purchaser would be required to indemnify or make any payment to Xenomics or the Shareholders pursuant to the Exchange Agreement (a "Xenomics Indemnity Claim"), the Majority Shareholders shall furnish notice of such event (the "Indemnity Notice") to the Purchaser and the Escrow Agent promptly (and in any event on or prior to the Expiration Date), setting forth the Majority Shareholders' then good-faith estimate of the reasonably foreseeable maximum amount of the Xenomics Indemnity Claim. Upon final determination of the amount of the Xenomics Indemnity Claim, the Majority Shareholders shall furnish an additional notice (the "Determination Notice") to the Purchaser and the Escrow Agent promptly, setting forth the final amount of the Xenomics Indemnity Claim and proof of such amount by documentary evidence.

2.3 Xenomics Indemnity Claims Not Disputed by Purchaser. Upon delivery of the Indemnification Notice, Escrow Agent shall retain for transfer to the Shareholders, pro rata from the Purchaser that number of Contingent Shares derived by dividing the amount of the Xenomics Indemnity Claim set forth in the Indemnity notice by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Contingent Shares after the Closing Date. If, within thirty (30) days after receipt of the Indemnity Notice or Determination Notice, Purchaser does not give

the notice provided for in Section 2.4, the Escrow Agent shall transfer to the Shareholders, pro rata, that number of Contingent Shares derived by dividing the final amount of the Xenomics Indemnity Claim set forth in the Determination Notice by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Contingent Shares after the Closing Date.

2.4 Xenomics Indemnity Claims Disputed by Purchaser in Whole. If Purchaser disputes either the Xenomics Indemnity Claim described in the Indemnity Notice or the final amount set forth in the Determination Notice, Purchaser shall, within thirty (30) days after receipt of the Indemnity Notice or the Determination Notice, as the case may be, notify the Escrow Agent and the Majority Shareholders of such dispute, setting forth the basis therefor in reasonable detail, based on its then good-faith belief. In the event Purchaser disputes the entire Xenomics Indemnity Claim, the Escrow Agent shall not transfer any Contingent Shares to Shareholders with respect thereto until the Escrow Agent receives a written agreement signed by the Majority Shareholders and Purchaser stating the amount to which the Shareholders are entitled in connection with such Xenomics Indemnity Claim, or a copy of a court order or judgment together with an opinion of counsel reasonably acceptable to the Escrow Agent to the effect that such order or judgment is a final order or judgment of a court of competent jurisdiction binding on Purchaser and the Shareholders from which no appeal may be taken or for which the time to appeal has expired (a "Final Judgment"), at which time the Escrow Agent shall transfer to the Shareholders the amount of Contingent Shares derived by dividing the amount set forth in such agreement or Final Judgment by $1.25 or such other amount adequately reflecting any stock split, stock exchange, or stock dividend paid or made on or in respect of the Contingent Shares after the Closing Date.

2.5 Xenomics Indemnity Claims Disputed by Purchaser in Part. In the event Purchaser disputes part of, but not all of, a Xenomics Indemnity Claim, the Escrow Agent shall transfer to the Shareholders, that number of Contingent Shares attributable to that portion of the Xenomics Indemnity Claim which is not disputed by Purchaser up to the entire amount of the Contingent Shares. The Escrow Agent shall not transfer any Contingent Shares with respect to the balance of such Xenomics Indemnity Claim except in accordance with the procedures set forth in Section 2.4.

2.6 Notice to Withhold on the Expiration Date. On or prior to the Expiration Date, the Majority Shareholders shall furnish notice (the "Withholding Notice") to the Escrow Agent and Purchaser of the number of Contingent Shares, if any, to be retained on account of Xenomics Indemnity Claims for which an Indemnity Notice but no Determination Notice has been provided pursuant to Section 2.2, or for which an Indemnity Notice and a Determination Notice has been provided pursuant to Section 2.2, but either notice has been disputed by the Purchaser in full or in part pursuant to Section 2.4 (the "Withholding Shares"). The Withholding Notice shall contain the information specified in Section 2.2 to the extent it requires supplementation or change based on the Majority Shareholders' knowledge on the notice date. Upon the receipt by the Escrow Agent of the Withholding Notice, the Escrow Agent shall retain the Withholding Shares. In the event the Majority Shareholders do not timely provide the Withholding Notice, the remaining Contingent Shares shall be distributed by the Escrow Agent to Purchaser in accordance with, and to the extent provided in, Section 2.7.

2.7 Distribution of the Escrow Deposit. As soon as practicable following the Expiration Date, any Contingent Shares as shall remain in the Escrow Deposit after deduction of Contingent Shares pursuant to the provisions of Sections 2.3 and 2.5 hereof, and after deduction of Withholding Shares, if any, shall be released from the provisions of this Agreement and distributed promptly by the Escrow Agent to Purchaser.

2.8 Retention of Escrow Deposit After Expiration Date. Upon receipt of the Withholding Notice, the Escrow Agent shall continue to hold after the Expiration Date, the Withholding Shares until such time as the Escrow Agent receives a written agreement signed by the Majority Shareholders and Purchaser stating the number of Contingent Shares, if any, to which the Shareholders are entitled in connection with any outstanding Xenomics Indemnity Claims identified in the Withholding Notice, or a copy of a Final Judgment with respect to such Xenomics Indemnity Claims. As soon as practicable following receipt of such agreement or Final Judgment, the Escrow Agent shall transfer to the Shareholders, with respect to such Xenomics Indemnity Claim, the number of Contingent Shares specified in such agreement or Final Judgment and, unless there are any additional unresolved Xenomics Indemnity Claims that were identified in the Withholding Notice, shall distribute to Purchaser, any remaining Contingent Shares.

2.9 Reservation of the Shareholders' Rights. The rights of the Shareholders to receive disbursements from the Escrow Account in respect of Xenomics Indemnity Claims shall be without prejudice to any other rights the Shareholders may have, under the Exchange Agreement or otherwise, to seek indemnity for Xenomics Indemnity Claims.

2.10 Reporting. The parties hereto shall, for federal income tax purposes and, to the extent permitted by applicable law, state and local tax purposes, report consistent with the Shareholders as the owners of the Contingent Shares and the Shareholders shall furnish any required tax forms consistent with the foregoing.

2.11 Voting and Dispositive Authority. Shareholders shall have no voting and dispositive authority with respect to the Contingent Shares unless and until such Contingent Shares are transferred to Shareholders in accordance with the terms of this Agreement. This paragraph shall be construed as a proxy in favor of the Purchaser acting by vote of a majority of its board of directors to vote (or execute written consents with respect thereto) in favor of proposals recommended by management. This proxy shall be deemed complied with on interest and shall terminate with respect to Contingent Shares upon release.

Section 3 ESCROW AGENT

3.1 Duties. The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and shall be limited to the performance of such duties and obligations as are specifically set forth in this Agreement, as it may be amended from time to time with the Escrow Agent's written consent.

3.2 Reliance. In the performance of its duties hereunder, the Escrow Agent shall be entitled to rely upon any document or instrument reasonably believed by it to be genuine and signed by Purchaser or the Shareholders. The Escrow Agent may assume that any person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so.

3.3 Liability. The Escrow Agent shall not be liable for any error of judgment, or any action taken or omitted to be taken hereunder in good faith, except in the case of its bad faith, gross negligence or willful misconduct. The Escrow Agent shall be entitled to consult with counsel of its choosing (including internal counsel) and shall not be liable for any act suffered or omitted by it in good faith in accordance with the advice of such counsel.

3.4 Disputes. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder, or shall receive instructions from any party hereto with respect to the Contingent Shares which, in its opinion, are in conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action until such time as there has been a final determination of the rights of Purchaser and the Shareholders with respect to the Contingent Shares (or relevant portion thereof). For purposes of this Section 4.4, there shall be deemed to have been a final determination of the rights of Purchaser and the Shareholders with respect to the Contingent Shares (or relevant portion thereof) at such time as Escrow Agent shall receive (i) an executed counterpart of an agreement between the Majority Shareholders and Purchaser or (ii) a copy of a Final Judgment which provides for the disposition of the Contingent Shares (or relevant portion thereof).

3.5 Resignation. The Escrow Agent may resign at any time and be discharged of the duties imposed hereunder (but without prejudice for any liability in the case of its bad faith, gross negligence or willful misconduct hereunder) by giving notice to the Majority Shareholders and Purchaser at least sixty (60) business days prior to the date specified for such resignation to take effect, in which case, upon the effective date of such resignation:

(a) any property then held by the Escrow Agent hereunder shall be delivered by it to such person as may be designated in writing by Purchaser and the Majority Shareholders, whereupon the Escrow Agent's obligations hereunder shall cease and terminate;

(b) if no such person has been designated by such date, all obligations of the Escrow Agent hereunder shall, nevertheless, cease and terminate, subject to clause (c) below; and

(c) the Escrow Agent's sole responsibility thereafter shall be to keep all property then held by it (and to make the investments as hereinbefore provided) and to deliver the same to the successor escrow agent designated in writing by Purchaser and the Majority Shareholders or, if no such successor escrow agent shall have been so designated, in accordance with the directions of a Final Judgment, and the provisions of Section 4.7 and Section 4.8 shall remain in effect.

3.6 Removal of Escrow Agent. Purchaser and the Majority Shareholders may, upon at least thirty (30) business days prior written notice to the Escrow

Agent, dismiss the Escrow Agent hereunder and appoint a successor. In such event, the Escrow Agent shall promptly account for and deliver to the successor escrow agent named in such notice the balance of the Escrow Deposit, including all investments thereof and accrued income thereon, on the date of such accounting and delivery. Upon acceptance thereof and of such accounting by such successor escrow agent, and upon reimbursement to the Escrow Agent of all expenses due to it hereunder through the date of such accounting and delivery, the Escrow Agent shall be released and discharged from all of its duties and obligations hereunder, but without prejudice to any liability of the Escrow Agent for its bad faith, gross negligence or willful misconduct hereunder.

3.7 Indemnification. Each of Purchaser and the Shareholders shall jointly indemnify and hold the Escrow Agent harmless against any loss, liability, claim, damage, injury, demand or expense, including reasonable legal fees, arising out of or in connection with the performance of the Escrow Agent's obligations hereunder, including the costs and expenses incurred in connection with the collection of its fees and including the costs and expenses of defending itself against any claim or liability arising out of or in connection with the performance of its duties hereunder, except for any loss, liability, claim, damage, injury, demand or expense resulting from the Escrow Agent's bad faith, gross negligence or willful misconduct; provided, however, that promptly after the receipt by the Escrow Agent of notice of any claim or the commencement of any suit, action or proceeding, the Escrow Agent shall, if a claim of indemnification in respect thereof is to be made against any of the other parties hereto, notify such other parties thereof in writing; and provided, further, that the indemnifying party or parties shall be entitled, jointly or severally and at their own expense, to participate in or assume the defense of any such action, suit or proceeding. The right of the Escrow Agent (or any successor escrow agent appointed hereunder) to indemnification under this Section 4.7 shall survive the termination of this Agreement.

3.8 Sommer & Schneider LLP.

(a) Each party acknowledges that Sommer & Schneider LLP has acted as legal counsel to and representative of Purchaser and its affiliates in the past and is presently doing so (including, without limitation, in connection with the Exchange Agreement and other related transactions), and agrees that such counsel and representation do not and will not constitute a grounds for disqualifying Sommer & Schneider LLP from acting as Escrow Agent hereunder, and that Sommer & Schneider LLP may continue to so act as legal counsel to and representative to Purchaser and its affiliates in the future in connection with those and all other matters.

(b) Notwithstanding anything to contrary contained herein, it is expressly understood by the parties hereto that the Escrow Agent, in that capacity, at any time that it is required or permitted to seek legal counsel under this Agreement, may seek such legal counsel from Sommer & Schneider LLP, and that the Purchaser and the Shareholders will be jointly liable to Sommer & Schneider LLP for any services performed and billed to the Escrow Agent by Sommer & Schneider LLP at its customary hourly rates and all of Sommer & Schneider LLP's disbursements in connection with the provision of such services.

## Section 4
## MISCELLANEOUS

4.1 Term. This Agreement shall continue in force until the final distribution of all amounts held by the Escrow Agent in the Escrow Deposit.

4.2 Notices. All notices and other communications hereunder shall be given in writing and delivered personally, by registered or certified mail (postage prepaid, return receipt requested), by overnight courier (postage prepaid), facsimile transmission or similar means, to the party to receive such notices or communications at the address set forth below (or such other address as shall from time to time be designated by such party to the other parties in accordance with this Section 5.2):

If to the Shareholders:

L. David Tomei
3018 California Street
San Francisco, CA 94115

Samuil Umansky
6034 Monterey Avenue
Richmond, CA 94805

Hovsep S. Melkonyan
950 Evelyn Avenue
Albany, CA 94706

Anatoly V. Lichtenstein
32 Kashirskoe shosse, Bldg 3, Apt. 229
Moscow, Russia 115522

Kathryn P. Wilke
769 Horizon Drive
Martinez, CA 94553

If to Purchaser, addressed:

Used Kar Parts, Inc.
3 West 57th Street
New York, NY 10019
Attention: President
Telephone No.: (646) 442-4985

With a copy to:

Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530
Attention: Herbert H. Sommer
Telecopier No.: (516) 228-8181
Telephone No.: (516) 228-8211

If to the Escrow Agent:

Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530
Attention: Herbert H. Sommer
Telecopier No.: (516) 228-8181
Telephone No.: (516) 228-8211

All such notices and communications hereunder shall be deemed given when received, as evidenced by the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered, the acknowledgment of receipt returned to the sender by the applicable postal authorities or the confirmation of delivery rendered by the applicable overnight courier service. A copy of any notice or other communication given by any party to any other party hereto, with reference to this Agreement, shall be given at the same time to the other parties to this Agreement.

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. Neither this Agreement nor any rights, duties or obligations hereunder shall be assigned by any party hereto without the prior written consent of the parties hereto.

4.4 Attorney-in-Fact. The parties hereby agree that any of the documents comprising Escrow Deposits as are undated or incomplete shall, if necessary when and if released from escrow hereunder, be dated as of the date of such release and delivery and/or completed by the Escrow Agent, and each of the parties hereto hereby appoints the Escrow Agent as its attorney-in-fact for the purpose of dating and completing such documents.

[SIGNATURE PAGE FOLLOWS]

IN WlTNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above set forth.

"PURCHASER:" Used Kar Parts, Inc.,
a Florida corporation

By: /s/ Christoph Bruening
---
Its: President

"SHAREHOLDERS:" /s/ L. David Tomei
---
L. David Tomei

/s/ Samuil Umansky
---
Samuil Umansky

/s/ Hovsep S. Melkonyan
---
Hovsep S. Melkonyan

/s/ Anatoly V. Lichtenstein
---
Anatoly V. Lichtenstein

/s/ Kathryn P. Wilke
---
Kathryn P. Wilke

"ESCROW AGENT:" Sommer & Schneider LLP

By: /s/ Herbert H. Sommer
---
Herbert H. Sommer, Partner

Schedule A

List of Shareholders

| SHAREHOLDERS | PURCHASER SHARES | CONTINGENT SHARES |
|---|---|---|
| L. David Tomei | 938,360 | 145,450 |
| Samuil Umansky | 885,809 | 137,304 |
| Hovsep S. Melkonyan | 348,803 | 54,066 |
| Anatoly V. Lichtenstein | 66,689 | 10,337 |
| Kathryn P. Wilke | 18,340 | 2,843 |
| Totals | 2,258,001 | 350,000 |

Exhibit 2.6

USED KAR PARTS, INC.

REPURCHASE AGREEMENT

This Agreement is entered into as of June 24, 2004 by and between Used Kar Parts, Inc., a Florida corporation (the "Company"), and Panetta Partners Ltd., a Colorado limited partnership ("Shareholder").

RECITALS

A. Prior to the date of this Agreement, the Shareholder purchased from the Company 2,000,000 shares of common stock, $.001 par value per share, of the Company (the "Old Common Stock") of which Shareholder owns 1,980,012 shares as of the date hereof.

B. The Company is entering into Purchase Agreements of even date herewith pursuant to which several investors (the "Investors") are purchasing from the Company an aggregate of up to 2,750,000 shares of the Company's common stock (after giving effect to a 111 for 1 stock split, the "New Common Stock") to provide funds for an acquisition of Xenomics, a California corporation.

C. The Investors are willing to purchase shares of New Common Stock and the shareholders of Xenomics are willing to exchange shares of Xenomics for shares of New Common Stock if Shareholder significantly reduces its proportion of ownership in the Company.

AGREEMENTS

In consideration of the foregoing and the other provisions set forth herein, the parties hereby agree as follows:

1. PURCHASE

(a) Subject to the representation and warranties of Shareholder BELOW, the Company hereby agrees to purchase 1,971,734 shares of Old Common Stock (the "Purchased Shares") from the Shareholder for the aggregated price of $500,000 out of the proceeds of the sale of New Common Stock (the "Purchase Price").

(b) The closing of the purchase shall occur simultaneously with the closing of the purchase of New Common Stock by the Investors by delivery of the sum of $500,000 to Purchaser.

(c) This Agreement shall serve as a written instruction of the Shareholder to the company to record the transfer of the Purchased Shares to the Company and, at the Company's option, the cancellation of the Purchased Shares.



2. REPRESENTATIONS OF THE SHAREHOLDER

The Shareholder represents and warrants to the Company as of the date of this Agreement and as of the date of the Closing as follows:

(a) Ownership of Stock. Shareholder is the lawful owner of the Purchased Shares free and clear of all preemptive or similar rights, liens, encumbrances, restrictions and claims of every kind. Shareholder has full legal right, power and authority to enter into this Agreement and to sell, assign, transfer and convey the Purchased Shares so owned by such Shareholder pursuant to this Agreement and the delivery to the Company of the Purchased Shares by such Shareholder pursuant to the provisions of this Agreement will transfer to Purchaser valid title thereto, free and clear of all liens, encumbrances, restrictions and claims of every kind.

(b) Authority to Execute and Perform Agreement; No Breach. Shareholder has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement, and to sell, assign, transfer and convey the Purchased Shares and to perform fully its obligations hereunder. This Agreement has been duly executed and delivered by such Shareholder and, assuming due execution and delivery by, and enforceability against, the Company, constitutes the valid and binding obligation of Shareholder enforceable in accordance with its terms, subject to the qualifications that enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors, and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law). No approval or consent of, or filing with, any governmental or regulatory body, and no approval or consent of, or filing with, any other person is required to be obtained by Shareholder or in

connection with the execution and delivery by Shareholder of this Agreement and consummation and performance by them of the transactions contemplated hereby, other than as set forth on Schedule 1.2. The execution, delivery and performance of this Agreement by Shareholder and the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof by Shareholder will not:

(i) knowingly violate, conflict with or result in the breach of any of the material terms of, or constitute (or with notice or lapse of time or both would constitute) a material default under, any contract, lease, agreement or other instrument or obligation to which Shareholder is a party or by or to which any of the properties and assets of Shareholder may be bound or subject;

(ii) violate any order, judgment, injunction, award or decree of any court, arbitrator, governmental or regulatory body, by which either Shareholder or the securities, assets, properties or business of Shareholder is bound; or

(iii) knowingly violate any statute, law or regulation.

(c) Restrictive Agreements. Shareholder is not subject to, or a party to, mortgage, lien, lease, license, permit, agreement, contract, instrument, law, rule, ordinance, regulation, order, judgment or decree, or any other

restriction of any kind or character, which would prevent consummation of the transactions contemplated by this Agreement, compliance by Shareholder with the terms, conditions and provisions of which would restrict the ability of the Company to acquire any property or conduct its business as conducted or proposed to be conducted.

(d) Broker's or Finder's Fees. No agent, broker, person or firm acting on behalf of the Shareholders is, or will be, entitled to any commission or broker's or finder's fees from any of the parties hereto, or from any person controlling, controlled by or under common control with any of the parties hereto, in connection with any of the transactions contemplated by this Agreement.

3. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. AMENDMENT

This Agreement shall not be subject to modification or amendment in any respect, except by an instrument in writing signed by Shareholder and on behalf of the Company and approved by its Board of Directors.

5. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York, without regard to principles of conflict of laws.

6. ARBITRATION

Any controversies or claims arising out of or relating to this Agreement shall be fully and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"), conducted by one arbitrator either mutually agreed upon by the parties or chosen in accordance with the AAA Rules, except that the parties thereto shall have any right to discovery as would be permitted by the Federal Rules of Civil Procedure for a period of 90 days following the commencement of such arbitration, and the arbitrator thereof shall resolve any dispute which arises in connection with such discovery. Arbitration proceedings shall be conducted in New York, New York.

7. NOTICES

All notices, demands or other communications desired or required to be given by any party to any other party hereto shall be in writing and shall be deemed effectively given upon (a) personal delivery to the party to be notified, (b) upon confirmation of receipt of telecopy or other electronic facsimile transmission, (c) one business day after deposit with a reputable overnight courier, prepaid for priority overnight delivery and addressed as set forth in (d), or (d) five days after deposit with the United States Post Office, postage

prepaid, and addressed as follows: (i) if to Shareholder, to 1275 First Avenue, Suite 296, New York, NY 10021, at the address and facsimile number of the Company's then current executive offices; (ii) if to the Company, at the address and facsimile number of the Company's then current executive offices; or (iii) to such other addresses and to the attention of such other individuals as any party shall have designated to the other parties by notice given in the foregoing manner.

8. SEVERABILITY

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

9. ENTIRE AGREEMENT

This Agreement constitutes the full and entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

USED KAR PARTS, INC.

By: /s/ Christoph Bruening
---
Christoph Bruening, President

PANETTA PARTNERS LTD.

By: /s/ Gabriel M. Cerrone
---
Gabriel M. Cerrone, Managing Partner

Exhibit 3(i).1

ARTICLES OF AMENDMENT OF
ARTICLES OF INCORPORATION
OF
USED KAR PARTS, INC.

Used Kar Parts, Inc., a corporation duly organized and existing under the Florida Business Corporation Act (the "Corporation"), does hereby certify that:

1. The Articles of Incorporation of the Corporation, filed with the Secretary of State of the State of Florida on April 26, 2002 is hereby amended by:

(a) deleting Article I thereof in its entirety and substituting the following in lieu thereof:

ARTICLE I
CORPORATE NAME

The name of the corporation is Xenomics, Inc."

(b) deleting Article IV thereof in its entirety and substituting the following in lieu thereof:

ARTICLE IV
SHARES

"The Corporation shall be authorized to issue 120,000,000 shares of capital stock, of which 100,000,000 shares shall be shares of Common Stock, $.0001 par value ("Common Stock") and 20,000,000 shares shall be shares of Preferred Stock, $.001 par value ("Preferred Stock").

2. Upon this Articles of Amendment to the Articles of Incorporation of the Corporation becoming effective pursuant to the Florida Business Corporation Act (the "Effective Time"), every one share of the Corporation's common stock, par value $.001 per share (the "Old Common Stock"), issued and outstanding immediately prior to the Effective Time, will be automatically reclassified as and converted into one hundred eleven (111) shares of common stock, par value $.0001 per share, of the Corporation (the "New Common Stock").

3. Each stock certificate that, immediately prior to the Effective Time, represented shares of Old Common Stock shall, from and after the Effective Time, automatically and without the necessity of presenting the same for exchange, represent that number of whole shares of New Common Stock into which the shares of Old Common Stock represented by such certificate shall have been reclassified, provided, however, that each holder of record of a certificate that represented shares of Old Common Stock shall receive, upon surrender of such certificate, a new certificate representing the number of whole shares of New Common Stock into which the shares of Old Common Stock represented by such certificate shall have been reclassified.

4. This Articles of Amendment shall be effective July 26, 2004.

The foregoing amendment was duly adopted by requisite vote of the stockholders of the Corporation and in accordance with the provisions of Section 607.1066 of the Florida Business Corporation Act on June 24, 2004.

IN WITNESS WHEREOF, Used Kar Parts, Inc. has caused this Articles of Amendment to be executed by its duly authorized officer on this 24 day of June, 2004.

USED KAR PARTS, INC.

By: /s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President and Secretary

Exhibit 3(ii).1

# AMENDED AND RESTATED

# BYLAWS

# OF

# Used Kar Parts, Inc. [Xenomics, Inc.]

## ARTICLE I - OFFICES

### SECTION l. PRINCIPAL PLACE OF BUSINESS

The initial location of the principal place of business of the corporation shall be as specified in the articles of incorporation and may be changed from time to time by resolution of the board of directors. It may be located at any place within or outside the State of Florida. [BCA Sec. 607.0202(b)] The principal place of business of the corporation shall also be known as the principal office of the corporation

### SECTION 2. OTHER OFFICES

The corporation may also have offices at such other places as the board of directors may from time to time designate, or as the business of the corporation may require

## ARTICLE II SHAREHOLDERS

### SECTION 1. PLACE OF MEETINGS

All meetings of the shareholders shall be held at the principal place of business of the corporation or at such other place, within or outside the state of Florida, as may be determined by the board of directors. [BCA Secs. 607.0701(2) & 607.0702(2)]

### SECTION 2. ANNUAL MEETINGS

The annual meeting of the shareholders shall be held on the 15th of the month of May in each year at 9 o'clock A.M., at which time the shareholders shall elect a board of directors and transact any other proper business. If this date falls on a legal holiday, then the meeting shall be held on the following business day at the same hour. [BCA Sec. 607.0701(1)]

### SECTION 3. SPECIAL MEETINGS

Special meetings of the shareholders may be cal1ed by the board of directors or by the shareholders. In order for a special meeting to be called by the shareholders, 10 percent or more of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting shall sign, date and deliver to the secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. [BCA Sec. 607.0702] The secretary shall issue the call for special meetings unless the president, the board or directors or the shareholders designate another person to make the call.

### SECTION 4. NOTICE OF MEETINGS

Notice of all shareholders meetings, whether annual or special, shall be given to each shareholder of record entitled to vote at such meeting no fewer than 10 or more than 60 days before the meeting date. The notice shall include the date, time and place of the meeting and in the case of a special meeting the purpose or purposes for which the meeting is called. Only the business within the purpose or purposes included in the notice of special meeting may be conducted at a special shareholders meeting. Notice of shareholders' meetings may be given orally or in writing, by or at the direction of the president, the secretary or the officer or persons calling the meeting Notice of meetings may be communicated in person; by telephone, telegraph, teletype, facsimile machine, or



other form of electronic communication; or by mail. If mailed, notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the corporation, with postage prepaid. When a meeting is adjourned to a different date, time or place, it shall not be necessary to give any notice of the adjourned meeting if the new date, time or place is announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the

meeting. If, however, after the adjournment, the board fixes a new record date for the adjourned meeting, notice of the adjourned meeting in accordance with the preceding paragraphs of this bylaw shall be given to each person who is a shareholder as of the new record date and is entitled to vote at such meeting. [BCA Secs. 607.0141 & 607.0705]

SECTION 5. WAIVER OF NOTICE

A shareholder may waive any notice required by the Business Corporation Act, the articles of incorporation or these bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the shareholder entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any annual or special meeting of the shareholders need be specified in any written waiver of notice. [BCA Sec. 607.0706(1)]

SECTION 6. ACTION WITHOUT MEETING

Any action which is required by law to be taken at an annual or special meeting of shareholders, or any action which may be taken at any annual or special meeting of shareholders, may be taken without a meeting, without prior notice, and without a vote if one or more written consents, setting forth the action so taken, shall be dated and signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Written consents shall not be effective to take corporate action unless, within 60 days of the date of the earliest written consent relating to the action, the signed written consents of the number of holders required to take the action are delivered to the corporation. Within 10 days after obtaining any such authorization by written consent, notice must be given to those shareholders who have not consented in writing or who are not entitled to vote on the action. The notice shall fairly summarize the material features of the authorized action. [BCA Sec. 607.0704]

SECTION 7. QUORUM AND SHAREHOLDER ACTION

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Unless otherwise provided under law, the articles of incorporation or these bylaws, if a quorum is present, action on a matter, other than the election of directors, shall be approved if the votes cast by the holders of the shares represented at the meeting and entitled to vote favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to Vote in the election at a meeting at which a quorum is present. After a quorum has been established at a shareholders' meeting, the subsequent withdrawal of shareholders, so as to reduce the number of shares entitled to Vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. [BCA Secs.607.0727 & 607.0728]

SECTION 8. VOTING OF SHARES

Each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except as may be provided under law or the articles of incorporation. A shareholder may vote either in person or by proxy executed in writing by the shareholder or the shareholder's duly authorized attorney-in-fact. At each election of directors, each shareholder entitled to vote at such election shall have the right to vote, in person or by proxy, the number of shares owned by the shareholder, for as many persons as there are directors to be elected at that time and for whose election the shareholder has a right to vote. [BCA Secs. 607.0721 & 607.0728]

SECTION 9. PROXIES

A shareholder, or the shareholder's attorney in fact, may appoint a proxy to vote or otherwise act for the shareholder. An executed telegram or cablegram

appearing to have been transmitted by such person, or a photographic, photostatic, or equivalent reproduction of an appointment form, shall be a sufficient appointment form. An appointment of a proxy is effective when received by the secretary or other officer or agent authorized to tabulate votes. An appointment is valid for up to 11 months unless a longer period is specified in the appointment form. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is revocable and the appointment is coupled with an interest as provided in Section 607.0722(5) of the Business Corporation Act. [BCA Sec. 607.0722]

SECTION 10. RECORD DATE FOR DETERMINING SHAREHOLDERS

The board of directors may fix in advance a date as the record date for the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. In no event may a record date fixed by the board of directors be a date preceding the date upon which the resolution fixing the record date is adopted. A record date may not be specified to be more than 70 days before the meeting or action. Unless otherwise specified by resolution of the board of directors, the following record dates shall be operative:

1. The record date for determining shareholders entitled to demand a special meeting is the date the first shareholder delivers the shareholder's demand to the corporation.

2. If no prior action is required by the board of directors pursuant to the Business Corporation Act, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent relating to the proposed action is delivered to the corporation.

3. If prior action is required by the board of directors pursuant to the Business Corporation Act, the record date for determining shareholders entitled to take action without a meeting is at the close of business on the day on which the board of directors adopts the resolution taking such prior action.

4. The record date for determining shareholders entitled to notice of and to vote at a meeting of shareholders is at the close of business on the day before the first notice is delivered to the shareholders. [BCA Sec. 6O7.0707]

SECTION 11. SHAREHOLDERS' LIST

After a record date is fixed or determined in accordance with these bylaws, the secretary shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of a shareholders' meeting. The list shall show the addresses of, and the number and class and series, if any, of shares held by, each person. The shareholders' list shall be available for inspection by any shareholder for a period of 10 days prior to the meeting, or such shorter time as exists between the record date and the meeting, and continuing through the meeting, at the corporation's principal place of business. [BCA Sec. 607.0720]

## ARTICLE III DIRECTORS

SECTION 1. POWERS

Except as may be otherwise provided by law or the articles of incorporation, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, the board of directors [BCA Sec. 607.0801(2)] A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless:

1. The director votes against or abstains from the action taken; or

2. The director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting specified business at the meeting. [BCA Sec. 607.0824(4)] The board of directors shall have the authority to fix the compensation of directors. [BCA Sec. 607.08101]

SECTION 2. QUALIFICATION AND NUMBER

Directors shall be individuals who are 18 years of age or older but need not be residents of Florida or shareholders of this corporation. [BCA Sec. 607.0802] The authorized number of directors shall be no fewer than one (1) and no more than eleven (11), as shall be fixed by resolutions of the board of directors. This number may be increased or decreased from time to time by amendment to these bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. [BCA Secs. 607.0803 & 607.0805(3)]

SECTION 3. ELECTION AND TENURE OF OFFICE

The directors shall be elected at each annual meeting of the shareholders and each director shall hold office until the next annual meeting of shareholders and until the director's successor has been elected and qualified, or until the director's earlier resignation or removal from office. [BCA Secs. 607.0803(3) & BCA Sec. 607.0805]

SECTION 4. VACANCIES

Unless otherwise provided in the articles of incorporation, any vacancy occurring in the board of directors, including any vacancy created by reason of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the board of directors, or by the shareholders. [BCA Sec. 607.0809(1)] A director elected to fill a vacancy shall hold office only until the next shareholders' meeting at which directors are elected. [BCA Secs. 607.0805(4)]

SECTION 5. REMOVAL

Unless the articles of incorporation provide that a director may only be removed for cause, at a meeting of shareholders called expressly for that purpose, one or more directors may be removed, with or without cause, if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director. [BCA Sec. 607.0808]

SECTION 6. PLACE OF MEETINGS

Meetings 0f the board of directors shall be held at any place, within or without the State of Florida, which has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal place of business of the corporation or as may be designated from time to time by resolution of the board of directors. The board of directors may permit any or all directors to participate in meetings by, or conduct the meeting through the use of, any means of communication by which all directors participating can simultaneously hear each other during the meeting. [BCA Sec.607.0820]

SECTION 7. ANNUAL AND REGULAR MEETINGS

An annual meeting of the board of directors shall be held without call or notice immediately after and at the same place as the annual meeting of the shareholders. Other regular meetings of the board of directors shall be held at such times and places as may be fixed from time to time by the board of directors. Call and notice of these regular meetings shall not be required. [BCA Secs. 607.0820(1) & 607.0822(1)]

SECTION 8. SPECIAL MEETINGS AND NOTICE REQUIREMENTS

Special meetings of the board of directors may be called by the chairman of the board or by the president and shall be preceded by at least three (3) days' notice of the date, time, and place of the meeting. Unless otherwise required by law, the articles of incorporation or these bylaws, the notice need not specify the purpose of the special meeting. (SCA Sec. 607.0822(2)] Notice of directors' meetings may be given orally or in writing, by or at the direction of the president, the secretary or the officer or persons calling the meeting. Notice of meetings may be communicated in person; by telephone, telegraph, teletype, facsimile machine, or other form of electronic communication; or by mail. If mailed, notice shall be deemed to be delivered when deposited in the United States mail, addressed to the director at the director's current address on file with the corporation, with postage prepaid. [BCA Sec. 607.0141] If any meeting of directors is adjourned to another time or place, notice of any such adjourned

meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. [BCA Secs. 607.0820(2)]

SECTION 9. QUORUM

A majority of the authorized number of directors shall constitute a quorum for all meetings of the board of directors. [BCA Sec. 607.0824]

SECTION 10. VOTING

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present at the meeting shall be the act of the board of directors. A director of the corporation who is present at a meeting of the board of directors when corporate action is taken shall be deemed to have assented to the action taken unless: 1. The director objects at the beginning of the meeting, or promptly upon arriving, to holding the meeting or transacting specified business at the meeting; or 2. The director votes against or abstains from the action taken. [BCA Sec. 607.0824]

SECTION 11. WAIVER OF NOTICE

Notice of a meeting of the board of directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning at the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. [BCA Sec. 607.0823]

SECTION 12. ACTION WITHOUT MEETING

Any action required or permitted to be taken at a board of directors' meeting or committee meeting may be taken without a meeting if the action is taken by all members of the board of directors or of the committee. The action must be evidenced by one or more written consents describing the action taken and signed by each director or committee member. [BCA Sec. 607.0821]

SECTION 13. COMPENSATION OF DIRECTORS.

The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

SECTION 14. CHAIRMAN OF THE BOARD.

The Board of Directors may, in its discretion, choose a chairman of the board or up to two co-chairmen of the board who shall preside at meetings of the shareholders and of the directors and shall be an ex officio member of all standing committees. The Chairman of the Board shall have such other powers and shall perform such other duties as shall be designated by the Board of Directors. The Chairman of the Board shall be a member of the Board of Directors but no other officers of the Corporation need be a director. The Chairman of the Board shall serve until his successor is chosen and qualified, but he may be removed at any time by the affirmative vote of a majority of the Board of Directors.

## ARTICLE IV OFFICERS

### SECTION 1. OFFICERS

The officers of the corporation shall consist of a president, a secretary, a treasurer, and such other officers as the board of directors may appoint. A duly appointed officer 'nay appoint one or more officers or assistant officers if authorized by the board of directors . The same individual may simultaneously hold more than office in the corporation. Each officer shall have the authority and shall perform the duties set forth in these bylaws and, to the extent consistent with these bylaws, shall have such other duties and powers as may be determined by the board of directors or by direction of any officer authorized by the board of directors to prescribe the duties of other officers. (BCA Secs. 607.08401 & 607.0841]

### SECTION 2. ELECTION

All officers of the corporation shall be elected or appointed by, and serve at the pleasure of, the board of directors. The election or appointment of an officer shall not itself create contract rights. [BCA Secs. 607.08401 & 607.0843]

### SECTION 3. REMOVAL, RESIGNATION AND VACANCIES

An officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, the board of directors may fill the pending vacancy before the effective date if the board provides that the successor does not take office until the effective date. The board of directors may remove any officer at any time with or without cause. Any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer. An officer's removal shall not affect the officer's contract rights, if any, with the corporation. An officer's resignation shall not affect the corporation's contract rights, if any, with the officer. (BCA Secs. 607.0842 & 607.0843] Any vacancy occurring in any office may be filled by the board of directors.

### SECTION 4. PRESIDENT

The president shall be the chief executive officer and general manager of the corporation and shall, subject to the direction and control of the board of directors, have general supervision, direction, and control of the business and affairs of the corporation. In the absence of a chairman of the board, he shall preside at all meetings of the shareholders if present thereat and be an ex-officio member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a corporation. In the absence or disability of the president, the vice president, if any, shall perform all the duties of the president and, when so acting, shall have all the powers of, and be subject to all the restrictions imposed upon, the president.

### SECTION 5. VICE PRESIDENTS.

The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. They shall perform such other duties and have such other powers as the Board of Directors shall prescribe or as the President may from time to time delegate.

### SECTION 6. SECRETARY

1. The secretary shall be responsible for preparing, or causing to be prepared, minutes of all meetings of directors and shareholders and for authenticating records of the corporation.[BCA Sec. 607.084Ol(3)]

2. The secretary shall keep, or cause to be kept, at the principal place of business of the corporation, minutes of all meetings of the shareholders or the board of directors; a record of all actions taken by the shareholders or the board

of directors without a meeting for the past three years; and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation (BCA Sec. 607.l6Ol(l)]

3. Minutes of meetings shall state the date, time and place of the meeting; whether regular or special; how called or authorized; the notice thereof given or the waivers of notice received; the names of those present at directors' meetings; the number of shares present or represented at shareholders' meetings; and an account of the proceedings thereof.

4. The secretary shall maintain, at the principal place of business of the corporation, a record of its shareholders, showing the names of the shareholders and their addresses, the number, class, and series, if any, held by each, the number and date of certificates issued for shares, and the number and date of cancellation of every certificate surrendered for cancellation. [BCA Sec. 607.1601(1)]

5. The secretary shall make sure that the following papers and reports are included in the secretary's records kept at the principal place of business of the corporation:

(a) The articles or restated articles of incorporation and all amendments to them currently in effect;
(b) The bylaws or restated bylaws and all amendments to them currently in effect;
(c) resolutions adopted by the board of directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
(d) Minutes of all shareholders' meetings and records of all action taken by shareholders without a meeting for the past 3 years;
(e) Written communications to all shareholders generally of all shareholders of a class or series within the past 3 years, including the financial statements furnished for the past 3 years under Article VI, Section 2 of these bylaws and any reports furnished during the last 3 years under Article VI, Section 3 of these bylaws;
(f) A list of the names and business street addresses of current directors and officers; and
(g) The corporation's most recent annual report delivered to the Department of State under Article VI, Section 4 of these bylaws. [BCA Sec. 607.1601(5)]

The secretary shall give, or cause to be given, notice of all meetings of shareholders and directors required to be given by law or by the provisions of these bylaws. The secretary shall have charge of the seal of the corporation.

In the absence or disability of the secretary, the assistant secretary, or, if there is none or more than one, the assistant secretary designated by the board of directors, shall have all the powers of, and be subject to all the restrictions imposed upon, the secretary.

SECTION 7. TREASURER

The treasurer shall have custody of the funds and securities of the corporation and shall keep and maintain, or cause to be kept and maintained, at the principal business office of the corporation, adequate and correct books and records of accounts of the income, expenses, assets, liabilities, properties and business transactions of the corporation. {BCA Sec. 607.1601(2)] The treasurer shall prepare, or cause to be prepared, and shall furnish to shareholders, the annual financial statements and other reports required pursuant to Article VI, Sections 2 and 3 of these bylaws. The treasurer shall deposit monies and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the board of directors. The treasurer shall disburse the funds of the corporation in payment of the lust demands against the corporation as authorized by the board of directors and shall render to the president and directors, whenever requested, an account of all his or her transactions as treasurer and of the financial condition of the corporation. In the absence or disability of the treasurer, the assistant treasurer, if any, shall perform all the duties of the treasurer and, when so acting, shall have all the powers of and be subject to all the restrictions imposed upon the treasurer.

SECTION 8. OTHER OFFICERS, EMPLOYEES AND AGENTS.

Each and every other officer, employee and agent of the Corporation shall possess, and may exercise, such power and authority, and shall perform such duties, as may from time to time be assigned to him by the Board of Directors, the officer so appointing him and such officer or officers who may from time to time be designated by the Board of Directors to exercise such supervisory authority.

SECTION 9. COMPENSATION

The officers of this corporation shall receive such compensation for their services as may be fixed by resolution of the board of directors.

## ARTICLE V EXECUTIVE AND OTHER COMMITTEES

SECTION 1. EXECUTIVE AND OTHER COMMITTEES OF THE BOARD

The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate from its members an executive committee and one or more other committees each of which, to the extant provided in such resolution, the articles of incorporation or these bylaws, shall have and may exercise the authority of the board of directors, except that no such committee shall have the authority to:

1. Approve or recommend to shareholders actions or proposals required by law to be approved by shareholders.

2. Fill vacancies on the board of directors or any committee thereof.

3. Adopt, amend, or repeal the bylaws.

4. Authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the board of directors.

5. Authorize or approve the issuance or sale or contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a voting group except that the board of directors may authorize a committee (or a senior executive officer of the corporation) to do so within limits specifically prescribed by the board of directors. Each such committee shall have two or more members who serve at the pleasure of the board of directors. The board, by resolution adopted by a majority of the authorized number of directors, may designate one or more directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting or such committee. The provisions of law, the articles of incorporation and these bylaws that govern meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to such committees of the board and their members as well. Neither the designation of any such committee, the delegation thereto of authority, nor act-ion by such committee pursuant to such authority shall alone constitute compliance by any member of the hoard of directors not a member of the committee in question with the director's responsibility to act in good faith, in a manner the director reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in like position would use under similar circumstances. (BCA Sec. 607.0825]

## ARTICLE VI CORPORATE BOOKS, RECORDS, AND REPORTS

SECTION 1. BOOKS, RECORDS AND REPORTS

The corporation shall keep correct and complete books and records of account; minutes or the proceedings of its shareholders, board of directors, and committees of directors; a record of its shareholders; and such other records

and reports as are further described in Article IV, sections 5 and 6 of these bylaws, at the principal place of business of the corporation. Any books, records, and minutes may be in written form or in another form capable of being converted into written form within a reasonable time. [BCA Sec. 607.1601(4)]

SECTION 2. ANNUAL FINANCIAL STATEMENTS FOR SHAREHOLDERS

Unless modified by resolution of the shareholders within 120 days of the close of each fiscal year, the corporation shall furnish its shareholders annual financial statements which may be consolidated or combined statements of the corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flow for that year. If financial statements are prepared on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. If the annual financial statements are reported upon by a public accountant, the accountant's report must accompany them. If not, the statements must be accompanied by a statement of the president or the person responsible for the corporation's accounting records: 1. Stating the person's reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis or preparation, and 2. Describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The corporation shall mail the annual financial statements to each shareholder within 120 days after the close of each fiscal year or within such additional time thereafter as is reasonably necessary to enable the corporation to prepare its financial statements if, for reasons beyond the corporation's control, it is unable to prepare its financial statements within the prescribed period. Thereafter, on written request from a shareholder who was not mailed the statements, the corporation shall mail the shareholder the latest financial statements. [BCA Sec. 6O7.l620] Copies of the annual financial statements shall be kept at the principal place of business of the corporation for at least 5 years, and shall be subject to inspection during business hours by any shareholder or holder of voting trust certificates, in person or by agent.

SECTION 3. OTHER REPORTS TO SHAREHOLDERS

If the corporation indemnities or advances expenses to any director, officer, employee, or agent, other than by court order or action by the shareholders or by an insurance carrier pursuant to insurance maintained by the corporation, the corporation shall report the indemnification or advance in writing to the shareholders with or before the notice of the next shareholders' meeting, or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time that such meeting is held. The report shall include a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation. (SCA Sec. 607.1621(1)] If the corporation issues or authorizes the issuance of shares for promises to render services in the future, the corporation shall report in writing to the shareholders the number of shares authorized or issued, and the consideration received by the corporation, with or before the notice of the next shareholders' meeting. [BCA Sec. 607.1621(2)]

SECTION 4. ANNUAL REPORT TO DEPARTMENT OF STATE

The corporation shall prepare and deliver an annual report form to the Department of State each year within the time limits imposed, and containing the information required, by section 607.1622 of the Business Corporation Act.

SECTION 5. INSPECTION BY SHAREHOLDERS

1. A shareholder of the corporation is entitled to inspect and copy, during regular business hours at the corporation's principal office, the records of the corporation described in Article IV, Section 5(e) of these bylaws if the shareholder gives the secretary written notice of the shareholder's demand at least 5 business days before the date on which the shareholder wishes to inspect and copy.

2. A shareholder of this corporation is entitled to inspect and copy, during regular business hours at a reasonable location specified by the corporation, any of the following records of the corporation if the shareholder meets the requirements of subsection 3. below and gives the corporation written notice of the shareholder's demand at least 5 business days before the date on which the shareholder wishes to inspect and copy:

a. Excerpts from minutes of any meeting of the board of directors, records of any action of a committee at the board of directors while acting in place of the board of directors on behalf of the corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or board of directors without a meeting, to the extent not subject to inspection under subsection (a) above;
b. Accounting records of the corporation;
c. The record of shareholders; and d. Any other books and records of the corporation.

3. A shareholder may inspect and copy the records described in subsection 1. above only if:

a. The shareholder's demand is made in good faith and for a purpose reasonably related to the shareholder's interest as a shareholder;
b. The demand describes with reasonable particularity the shareholder's purpose and the records the shareholder desires to inspect; and
c. The records requested are directly connected with the shareholder's purpose.

4. This section of the bylaws does not affect:

a. The right of a shareholder to inspect and copy records under Article II, Section 11 of these bylaws;
b. The power of a court, independently of the Business Corporation Act, to compel the production of corporate records for examination. [BCA Sec. 607.1602]

SECTION 6. INSPECTION BY DIRECTORS

Every director shall have the absolute right at: any reasonable time to inspect and copy all books, record, and documents, of every kind of the corporation and to inspect the physical properties of the corporation. Such inspection by a director may be made in person or by agent or attorney. The right of inspection includes the right to copy and make extracts.

## ARTICLE VII INDEMNIFICATION AND INSURANCE

SECTION 1. INDEMNIFICATION UNDER BCA SECTION 607.0850

The corporation shall indemnify its directors, officers, employees, and agents to the fullest extent permitted in Section 607.0850 of the Business Corporation Act.

SECTION 2. ADDITIONAL INDEMNIFICATION

The corporation may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding such office. However, such further indemnification or advancement of expenses shall not be made in those instances specified in Section 607.0850 (7)(a-d) of the Business Corporation Act.

SECTION 3. COURT ORDERED INDEMNIFICATION

Unless otherwise provided by the articles of incorporation, notwithstanding the failure of the corporation to provide indemnification, and despite any contrary determination of the board or of the shareholders in the specific case, a director, officer, employee, or agent at the corporation who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction in accordance with Section 607.0850(9) of the Business Corporation Act.

SECTION 4. INSURANCE

The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation against any liability asserted against the person and incurred by the person in any such capacity or arising out of the person's status as such, whether or not the corporation would have the power to indemnify the person against such liability under provisions of law. [BCA Sec. 607.0850(12)]

## ARTICLE VIII SHARES

SECTION 1. ISSUE OF CERTIFICATES.

The Corporation shall deliver certificates representing all shares to which shareholders are entitled; and such certificates shall be signed by the Chairman of the Board, President or a Vice President, and by the Secretary or an Assistant Secretary of the Corporation, and may be sealed with the seal of the Corporation or a facsimile thereof.

SECTION 2. LEGENDS FOR PREFERENCES AND RESTRICTIONS ON TRANSFER.

The designations, relative rights, preferences and limitations applicable to each class of shares and the variations in rights, preferences and limitations determined for each series within a class (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder a full statement of this information on request and without charge. Every certificate representing shares that are restricted as to the sale, disposition, or transfer of such shares shall also indicate that such shares are restricted as to transfer and there shall be set forth or fairly summarized upon the certificate, or the certificate shall indicate that the Corporation will furnish to any shareholder upon request and without charge, a full statement of such restrictions. If the Corporation issues any shares that are not registered under the Securities Act of 1933, as amended, and registered or qualified under the applicable state securities laws, the transfer of any such shares shall be restricted substantially in accordance with the following legend:

> "THESE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR UNDER ANY APPLICABLE STATE LAW. THEY MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR PLEDGED WITHOUT (1) REGISTRATION UNDER THE SECURITIES ACT OF 1933 AND ANY APPLICABLE STATE LAW, OR (2) AT HOLDER'S EXPENSE, AN OPINION (SATISFACTORY TO THE CORPORATION) OF COUNSEL (SATISFACTORY TO THE CORPORATION) THAT REGISTRATION IS NOT REQUIRED.

SECTION 3. FACSIMILE SIGNATURES.

The signatures of the Chairman of the Board, the President or a Vice President and the Secretary or Assistant Secretary upon a certificate may be facsimiles, if the certificate is manually signed by a transfer agent, or registered by a registrar, other than the Corporation itself or an employee of the Corporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of the issuance.

SECTION 4. LOST CERTIFICATES.

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

SECTION 5. TRANSFER OF SHARES.

Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

SECTION 6. REGISTERED SHAREHOLDERS.

The Corporation shall be entitled to recognize the exclusive rights of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof except as otherwise provided by the laws of the State of Florida.

## ARTICLE IX GENERAL PROVISIONS

SECTION 1. PAYMENT OF DIVIDENDS

The board of directors may authorize, and the corporation may make, dividends on its shares in cash, property, or its own shares and other distributions to its shareholders, subject to any restrictions contained in the articles of incorporation, to the requirements of sections 607.0623 and 607.06401 of the Business Corporation Act, and to all applicable provisions of law. [BCA Secs. 607.01401(15), 607.0623(2) & 607.06401(3)]

SECTION 2. RESERVES.

The Board of Directors may by resolution create a reserve or reserves out of earned surplus for any proper purpose or purposes, and may abolish any such reserve in the same manner.

SECTION 3. CHECKS.

All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

SECTION 4. FISCAL YEAR.

The fiscal year of the Corporation shall be fixed by the Board of Directors and may be changed from time to time by resolution of the Board of Directors.

SECTION 5. SEAL.

The corporate seal shall have inscribed thereon the name and state of incorporation of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

SECTION 6. GENDER.

All words used in these Bylaws in the masculine gender shall extend to and shall include the feminine and neuter genders.

## ARTICLE X - AMENDMENT OF ARTICLES AND BYLAWS

SECTION 1. AMENDMENT OF ARTICLES OF INCORPORATION

The board of directors may propose one or more amendments to the articles of incorporation for submission to the shareholders. For the amendment to be effective:

1. The board of directors must recommend the amendment to the shareholders, unless the board of directors determines that because of conflict of interest or other special circumstances it should make no recommendation and communicates the basis for its determination to the shareholders with the amendment; and

2. The shareholders entitled to vote on the amendment must approve the amendment as provided below. The board of directors may condition its submission of the proposed amendment to the shareholders on any basis. The shareholders shall approve amendments to the articles of incorporation by the vote of a majority of the votes entitled to be cast on the amendment, except as may otherwise be provided by the articles of incorporation, Sections 607.1003 and 607.1004 of the Business Corporation Act and other applicable provisions of law, and these bylaws. The corporation shall notify each shareholder, whether or not entitled to vote, of the proposed shareholder' meeting to amend the articles of incorporation in accordance with Article II, section 4 of these bylaws. The notice of meeting must state that the purpose, or one of the purposes, of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment. Notwithstanding the above provisions of this section and unless otherwise provided in the articles of incorporation, if this corporation has 35 or fewer shareholders then, pursuant to section 607.1002(6) of the Business Corporation Act, the shareholders may amend the articles of incorporation without an act of the directors at a meeting of the shareholders for which the notice of the changes to be made is given. [BCA Secs 607.1002 - 607.1005]

SECTION 2. AMENDMENT OF BYLAWS

The board of directors may amend or repeal these bylaws unless:

1. The articles of incorporation or the Business Corporation Act reserves the power to amend the bylaws generally or a particular bylaw provision exclusively to the shareholders; or

2. The shareholders, in amending or repealing the bylaws generally or a particular bylaw provision, provide expressly that the board of directors may not amend or repeal the bylaws or that bylaw provision. The shareholders may amend or repeal these bylaws even though the bylaws may also be amended or repealed by the board of directors. [BCA Sec. 607.1020]

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the corporation named in the title thereto and that such Bylaws were duly adopted by the board of directors of the corporation on the date set forth below.

Dated: June 24, 2004

/s/ Christoph Bruening
---
Christoph Bruening

Exhibit 4.1

XENOMICS, INC.
INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA

CUSIP 98410V 10 9
SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

is the owner of

FULLY-PAID AND NONASSESSABLE SHARES OF THE COMMON STOCK, $0.0001 PAR VALUE, OF

XENOMICS, INC., transferable on the books of the Corporation by the holder hereof in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Certificate of Incorporation, as amended, and the By-laws of the Corporation as amended (copies of which are on file at the office of the Transfer Agent), to all of which the holder of this Certificate by acceptance hereof assents. This Certificate is not valid unless countersigned and registered by the Transfer Agent and Registrar.

WITNESS the facsimile seal of the Corporation and facsimile signatures of the duly authorized officers.

Dated:

_____ [SEAL] _____
Secretary President

XENOMICS, INC.

The Corporation will furnish to any stockholder, upon request without charge, a full statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications limitations or restrictions of such preferences and/or rights.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according in applicable laws or regulations:

| | |
|---|---|
| TEN COM - as tenants in common | UNIF GIFT MIN ACT - Custodian |
| TEN ENT - as tenants by the entireties | under Uniform Gifts |
| JT TEN - as joint tenants with right of survivorship and not as tenants in common | Act ___(State)_____ |

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

_____

Please print or typewrite names and addresses including
postal zip code of assignee

_____

_____

_____Shares
of the Common Stock represented by the within Certificate, and do hereby

constitute and appoint_____

_____

Attorney to transfer and said stock on the books of the within-named Corporation with full power of substitution in premises.

Dated_____

_____

SIGNATURE

Sigature(s) Guaranteed:

_____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad 15.

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the Certificate, in every particular, without alteration or enlargement, or any change whatever.

Exhibit 4.2

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES OR "BLUE SKY" LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR LAWS.

June ___, 2004 W-_____

XENOMICS, INC.

COMMON STOCK WARRANT

THIS CERTIFIES that, for value received, _____ and its permitted transferees hereunder (the "Holder"), is entitled to subscribe for and purchase from XENOMICS, INC., a Florida corporation (the "Company"), up to _____ fully paid and nonassessable shares (the "Warrant Shares") of common stock, $.0001 par value, of the Company (the "Common Stock") at $1.25 per share (the "Warrant Price") subject to adjustment as provided in Section 2 hereof, at any time or from time to time during the period (the "Exercise Period") commencing on the date hereof and ending on June ___, 2009.

SECTION 1. Exercise of Warrant.

(a) General. This Warrant may be exercised by the Holder as to the whole or any lesser number of the Warrant Shares covered hereby, upon surrender of this Warrant to the Company at its principal executive office together with the Notice of Exercise attached hereto as Exhibit A, duly completed and executed by the Holder, and payment to the Company of the aggregate Exercise Price for the Warrant Shares to be purchased in the form of (i) a check made payable to the Company, (ii) wire transfer according to the Company's instructions or (iii) any combination of (i) and (ii). The exercise of this Warrant shall be deemed to have been effected on the day on which the Holder surrenders this Warrant to the Company and satisfies all of the requirements of this Section 1. Upon such exercise, the Holder will be deemed a shareholder of record of those Warrant Shares for which the warrant has been exercised with all rights of a shareholder (including, without limitation, all voting rights with respect to such Warrant Shares and all rights to receive any dividends with respect to such Warrant Shares). If this Warrant is to be exercised in respect of less than all of the Warrant Shares covered hereby, the Holder shall be entitled to receive a new warrant covering the number of Warrant Shares in respect of which this Warrant shall not have been exercised and for which it remains subject to exercise. Such new warrant shall be in all other respects identical to this Warrant. This Warrant is one of an authorized issue of Warrants to purchase an aggregate of 20,000 share of Common Stock which are of like tenor.

(b) Net Issue Exercise. In lieu of exercising this Warrant via cash payment, the Holder may elect to receive shares equal to the value of this Warrant (or the portion thereof being canceled) by surrender of this Warrant at the principal office of the Company together with a Notice of Exercise duly executed and completed indicating payment pursuant to this Section 1(b), in



which event the Company shall issue to the Holder a number of shares of Common Stock of the Company computed using the following formula:

$$X = \frac{Y (A - B)}{A}$$

Where X = the number of Warrant Shares to be issued to the Holder.

Y = the number of Warrant Shares purchasable under this Warrant or, if only a portion of the Warrant is being exercised, the portion of the Warrant being cancelled (at the date of such calculation).

A = the Fair Market Value (as defined below) of one Warrant Share (at the date of such calculation).

B = the Exercise Price (as adjusted to the date of such calculation).

If the above calculation results in a negative number, then no shares

of Common Stock shall be issued or issuable upon conversion of this Warrant.

(c) Fair Market Value. For purposes of this Section 1, the Fair Market Value of one Warrant Share shall be determined by the Company's Board of Directors in good faith; provided, however, that where there exists a public market for the Common Stock at the time of such exercise, the fair market value per Warrant Share shall be the average of the closing bid and asked prices of the Common Stock quoted in the Over-The-Counter Market Summary or the last reported sale price of the Common Stock or the closing price quoted on the Nasdaq National Market or on any exchange on which the Common Stock is listed, whichever is applicable, as published in The Wall Street Journal for the five trading days prior to the date of determination of Fair Market Value.

SECTION 2. Adjustment of Warrant Price.

(a) Except as set forth in Section 2 (b) below, if, at any time during the Exercise Period, the number of outstanding shares of Common Stock is (i) increased by a stock dividend payable in shares of Common Stock or by a subdivision or split of shares of such class of Common Stock, or (ii) decreased by a combination or reverse split of shares of Common Stock, then, following the record date fixed for the determination of holders of Common Stock entitled to receive the benefits of such stock dividend, subdivision, split-up, reverse split-up or combination, the Warrant Price shall be proportionately reduced, in the case of an increase in shares of Common Stock outstanding, or proportionately increased, in the case of a decrease in shares of Common Stock outstanding, in both cases by the ratio which the total number of shares of Common Stock to be outstanding immediately after such event bears to the total number of shares of Common Stock outstanding immediately prior to such event.

(b) This Warrant is issued befor the effective date of a recapitalization of the Company's outstanding stock which will split each

outstanding share of common stock, $.001 par value per share, into 111 share of Common Stock, $.0001 par value per share (the "Recapitalization) and represents the right to purchase the number of Warrant Share at the Exercise Price as stated above following such recapitalization. Accordingly, no adjustment will be made under Section 2 (a) above for the Recapitalization.

SECTION 3. Adjustment of Warrant Shares. Upon each adjustment of the Warrant Price as provided in Section 2, the Holder shall thereafter be entitled to subscribe for and purchase, at the Warrant Price resulting from such adjustment, the number of Warrant Shares equal to the product of (i) the number of Warrant Shares existing prior to such adjustment and (ii) the quotient obtained by dividing (A) the Warrant Price existing prior to such adjustment by (B) the new Warrant Price resulting from such adjustment. No fractional shares of capital stock of the Company shall be issued as a result of any such adjustment, and any fractional shares resulting from the computations pursuant to this paragraph shall be eliminated without consideration.

SECTION 4. No Shareholder Rights. This Warrant shall not entitle the holder hereof to any voting rights or other rights as a shareholder of the Company.

SECTION 5. Covenant of the Company. The Company covenants and agrees that the Company shall at all times have authorized and reserved or shall authorize and reserve, free from preemptive rights, a sufficient number of shares of its Common Stock to provide for the exercise of the rights represented by this Warrant.

SECTION 6. Investment Representations and Warranties. The Holder hereby represents and warrants to the Company as follows:

(a) The Holder is acquiring the Warrant, and it will acquire the Common Stock issuable upon exercise thereof, for its own account, for investment and not with a view to the distribution thereof, nor with any present intention of distributing the same. The Holder understands that the Warrant and Common Stock issuable upon exercise thereof, will not be registered under the Act or registered or qualified under any state securities or "blue-sky" laws, by reason of their issuance in a transaction exempt from the registration and/or qualification requirements thereof, and that they must be held indefinitely unless a subsequent disposition thereof is registered under the Act or registered or qualified under any applicable state securities or "blue-sky" laws or is exempt from registration and/or qualification.

(b) The Holder understands that the exemption from registration afforded by Rule 144 (the provisions of which are known to the Holder) promulgated under the Act depends on the satisfaction of various conditions and that, if applicable, Rule 144 may only afford the basis for sales under certain circumstances only in limited amounts.

(c) The Holder has no need for liquidity in its investment in the Company, and is able to bear the economic risk of such investment for an indefinite period and to afford a complete loss thereof.

(d) The Holder is an "accredited purchaser" as such term is defined in Rule 501 (the provisions of which are known to the Holder) promulgated under the Act.

SECTION 7. Restrictions on Transfer. The Holder of this Warrant by acceptance hereof agrees that the transfer of this Warrant and the shares of Common Stock issuable upon exercise of this Warrant are subject to the following provisions:

(a) General. Subject to the requirements of the Act or any applicable state securities laws, the Holder may sell, assign, transfer or otherwise dispose of all or any portion of the Warrants or the Warrant Shares acquired upon any exercise hereof at any time and from time to time. Upon the sale, assignment, transfer or other disposition of all or any portion of the Warrants, Holder shall deliver to the Company a written notice of such in the form attached hereto as Exhibit B, duly executed by Holder, which includes the identity and address of any purchaser, assignor or transferee.

(b) Restrictive Legend. Each certificate for Warrant Shares held by the Holder and each certificate for any such securities issued to subsequent transferees of any such certificate shall be stamped or otherwise imprinted with legends in substantially the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY RELEVANT STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS".

(c) Indemnification. Holder acknowledges that he, she or it understands the meaning and legal consequences of the representations, warranties and acknowledgments he, she or it has made in Section 7 and elsewhere in this Warrant and he, she or it understands that the Company is relying upon the truth and accuracy thereof. Accordingly, the Holder hereby agrees to indemnify and hold harmless the Company, its officers, agents and representatives, from and against any and all loss, damage or liability due to or arising out of a breach of any representation or warranty of Holder contained in this Warrant.

SECTION 8. Amendment. The terms and provisions of this Warrant may not be modified or amended, except with the written consent of the Company and the Holder.

SECTION 9. Reorganizations, Etc. In case, at any time during the Exercise Period, of any capital reorganization, of any reclassification of the stock of the Company (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or the consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing operation and which does not result in any change or reclassification in the Warrant Shares) or of the sale of all or substantially all the properties and assets of the Company as an entirety to any other corporation, the Company, at its sole discretion, shall have the right and option to (A) provide 10 days prior written notice of such event to the Holder and this Warrant shall terminate and be of no further force and effect on and after the effective date of such capital reorganization or reclassification or the consummation of such consolidation, sale or merger; or (B) provide that this Warrant shall, after such reorganization,

reclassification, consolidation, merger or sale, be exercisable for the kind and number of shares of stock or other securities or property of the Company or of the corporation resulting from such consolidation or surviving such merger or to which such properties and assets shall have been sold to which such holder would have been entitled if he, she or it had held the Warrant Shares issuable upon the exercise hereof immediately prior to such reorganization, reclassification, consolidation, merger or sale.

SECTION 10. Lost, Stolen, Mutilated or Destroyed Warrant. If this Warrant is lost, stolen, mutilated or destroyed, the Company may, on such terms as to indemnity or otherwise as it may in its discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination and tenor as the Warrant so lost, stolen, mutilated or destroyed. Any such new Warrant shall constitute an original contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated or destroyed Warrant shall be at any time enforceable by anyone.

SECTION 11. Notices. All notices, advices and communications to be given or otherwise made to any party to this Agreement shall be deemed to be sufficient if contained in a written instrument delivered in person or by telecopier or duly sent by first class registered or certified mail, return receipt requested, postage prepaid, or by overnight courier, or by electronic mail, with a copy thereof to be sent by mail (as aforesaid) within 24 hours of such electronic mail, addressed to such party at the address set forth below or at such other address as may hereafter be designated in writing by the addressee to the addresser listing all parties:

(a) If to the Company, to:

_____
_____
_____
Attention: _____
_____

and

(b) If to the Holder, to:

_____
_____
_____

or to such other address as the party to whom notice is to be given may have furnished to the other parties hereto in writing in accordance herewith. Any such notice or communication shall be deemed to have been delivered and received (i) in the case of personal delivery or delivery by telecopier, on the date of such deliver, (ii) in the case of nationally-recognized overnight courier, on the next business day after the date when sent and (ii) in the case of mailing, on the third business day following that on which the piece of mail containing

such communication is posted. As used in this Section 11, "business day" shall mean any day other than a day on which banking institutions in the State of New York are legally closed for business.

SECTION 12. Binding Effect on Successors. Subject to Section 9 hereof, this Warrant shall be binding upon any corporation succeeding the Company by merger, consolidation or acquisition of all or substantially all of the Company's assets.

SECTION 13. Descriptive Headings and Governing Law. The description headings of the several sections and paragraphs of this Warrant are inserted for convenience only and do not constitute a part of this Warrant. This Warrant shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of New York (without giving effect to conflicts of law principles thereunder).

SECTION 14. Fractional Shares. No fractional shares shall be issued upon exercise of this Warrant. The Company shall, in lieu of issuing any fractional share, pay the holder entitled to such fraction a sum in cash equal to such fraction multiplied by the then effective Warrant Price.

IN WITNESS WHEREOF, the undersigned has caused this Common Stock Warrant to be executed by its duly authorized officer as of the date first above written.

XENOMICS, INC.

By: _____
Name: Christoph Breuning
Title: President

Exhibit A

Form of Subscription

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NOTICE OF EXERCISE
COMMON STOCK WARRANT

To: Xenomics, Inc.

The undersigned hereby:

(a) elects to purchase _____ shares of Common Stock ("Common Stock") of Xenomics, Inc., a Florida corporation, (the "Company") pursuant to the terms of the attached Warrant, and tenders herewith payment of the aggregate exercise price therefor and any transfer taxes payable pursuant to the terms of the Warrant; or

(b) elects to exercise this Warrant for the purchase of _____ shares of the Common Stock pursuant to the provisions of Section 1(b) of the attached Warrant.

Please issue a certificate or certificates representing said shares of Common Stock in the name of the undersigned or in such other name or names as are specified below:

Name: _____
Address:_____
_____
_____

IN WITNESS WHEREOF, the Warrant Holder has executed this Notice of Exercise effective this ___ day of _____, _____.

_____
(Signature)

Exhibit B

Form of Assignment
[To be signed only upon transfer of Warrant]

For value received, the undersigned hereby sells, assigns and transfers unto the right represented by the within Warrant to purchase _____ shares of Common Stock of XENOMICS, INC., to which the within Warrant relates, and appoints Attorney to transfer such right on the books of XENOMICS, INC., with full power of substitution in the premises.

Dated:

_____
(Signature)

Signed in the presence of:

_____

Exhibit 4.3

# XENOMICS, INC.

# 2004 STOCK OPTION PLAN

## 1. ESTABLISHMENT, PURPOSE AND TERM OF PLAN.

1.1 Establishment. Xenomics, Inc., a Florida corporation (the "Company") does hereby establish this 2004 Stock Option Plan (the "Plan") to be effective as of June 24, 2004 (the "Effective Date").

1.2 Purpose. The purpose of the Plan is to advance the interests of the Participating Company Group, as defined below, and its stockholders by providing an incentive to attract, retain and reward persons performing services for the Participating Company Group and by motivating such persons to contribute to the growth and profitability of the Participating Company Group.

1.3 Term of Plan. The Plan shall continue in effect until the earlier of its termination by the Board or the date on which all of the shares of Stock available for issuance under the Plan have been issued and all restrictions on such shares under the terms of the Plan and the agreements evidencing Options granted under the Plan have lapsed. However, the Board shall grant all Options, if at all, within ten (10) years from the earlier of the date the Board adopts the Plan or the date the stockholders of the Company approve the Plan.

## 2. DEFINITIONS AND CONSTRUCTION.

2.1 Definitions. Whenever used herein, the following terms shall have their respective meanings set forth below:

(a) "Board" means the Board of Directors of the Company. If one or more Committees have been appointed by the Board to administer the Plan, "Board" also means such Committee(s).

(b) "Code" means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

(c) "Committee" means the Compensation Committee or other committee of the Board duly appointed to administer the Plan and having such powers as the Board shall specify. Unless the powers of the Committee have been specifically limited, the Committee shall have all of the powers of the Board granted herein, including, without limitation, the power to amend or terminate the Plan at any time, subject to the terms of the Plan and any applicable limitations imposed by law. If necessary to qualify the Plan under Rule 16b-3 under the Exchange Act, a Committee of directors duly appointed by the Board will have the exclusive authority to administer the Plan.

(d) "Company" means Xenomics, Inc., a Florida corporation, or any successor corporation thereto.



(e) "Consultant" means any person, including an advisor, engaged by a Participating Company to render services other than as an Employee or a Director.

(f) "Director" means a member of the Board or of the board of directors of any other Participating Company.

(g) "Disability" means the inability of the Optionee, in the opinion of a qualified physician acceptable to the Company, to perform the major duties of the Optionee's position with the Participating Company Group because of the sickness or injury of the Optionee.

(h) "Employee" means any person treated as an employee (including an officer or a Director who is also treated as an employee) in the records of a Participating Company and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the Code; provided, however, that neither service as a Director nor payment of a director's fee shall be sufficient to constitute employment for purposes of the Plan.

(i) "Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

(j) "Fair Market Value" means, as of any date, the value of a share of Stock or other property as determined by the Board, in its discretion, or by the Company, in its discretion, if such determination is expressly allocated to the Company herein, subject to the following:

(i) If, on such date, the Stock is listed on a national or regional securities exchange or market system, the Fair Market Value of a share of Stock shall be the closing price of a share of Stock (or the mean of the closing bid and asked prices of a share of Stock if the Stock is so quoted instead) as quoted on the Nasdaq National Market, The Nasdaq SmallCap Market or such other national or regional securities exchange or market system constituting the primary market for the Stock, as reported in The Wall Street Journal or such other source as the Company deems reliable. If the relevant date does not fall on a day on which the Stock has traded on such securities exchange or market system, the date on which the Fair Market Value shall be established shall be the last day on which the Stock was so traded prior to the relevant date, or such other appropriate day as the Board shall determine in its discretion.

(ii) If, on such date, there is no public market for the Stock, the Fair Market Value of a share of Stock shall be as determined by the Board in good faith without regard to any restriction other than a restriction which, by its terms, will never lapse.

(k) "Incentive Stock Option" means an Option intended to be (as set forth in the Option Agreement) and which qualifies as an incentive stock option within the meaning of Section 422(b) of the Code.

(l) "Insider" means an officer or a Director of the Company or any other person whose transactions in Stock are subject to Section 16 of the

Exchange Act or would be subject to Section 16 of the Exchange Act if the Company's Stock was registered under Section 12(b) or 12(g) of the Exchange Act.

(m) "Nonstatutory Stock Option" means an Option not intended to be (as set forth in the Option Agreement) or which does not qualify as an Incentive Stock Option.

(n) "Option" means a right to purchase Stock (subject to adjustment as provided in Section 4.2) pursuant to the terms and conditions of the Plan. An Option may be either an Incentive Stock Option or a Nonstatutory Stock Option.

(o) "Option Agreement- Incentive Stock Option" means a written agreement(s) between the Company and an Optionee setting forth the terms, conditions and restrictions of the Incentive Stock Option granted to the Optionee and any shares acquired upon the exercise thereof. The Option Agreement-Incentive Stock Option will consist of a Stock Option Grant Agreement and a Terms of Option Agreement for Incentive Stock Options.

(p) "Option Agreement- Nonstatutory Stock Option" means a written agreement(s) between the Company and an Optionee setting forth the terms, conditions and restrictions of the Nonstatutory Stock Option granted to the Optionee and any shares acquired upon the exercise thereof. The Option Agreement-Nonstatutory Stock Option will consist of a Stock Option Grant Agreement and a Terms of Option Agreement for Incentive Stock Options.

(q) "Optionee" means a person who has been granted one or more Options.

(r) "Parent Corporation" means any present or future "parent corporation" of the Company, as defined in Section 424(e) of the Code.

(s) "Participating Company" means the Company or any Parent Corporation or Subsidiary Corporation.

(t) "Participating Company Group" means, at any point in time, all corporations collectively which are then Participating Companies.

(u) "Rule 16b-3" means Rule 16b-3 under the Exchange Act, as amended from time to time, or any successor rule or regulation.

(v) "Securities Act" means the United States Securities Act of 1933, as amended.

(w) "Service" means an Optionee's employment or service with the Participating Company Group, whether in the capacity of an Employee, a Director or a Consultant. The Optionee's Service shall not be deemed to have terminated merely because of a change in the capacity in which the Optionee renders Service to the Participating Company Group or a change in the Participating Company for which the Optionee renders such Service, provided that there is no interruption or termination of the Optionee's Service. Furthermore, an Optionee's Service with the Participating Company Group shall not be deemed

to have terminated if the Optionee takes any military leave, sick leave, or other bona fide leave of absence approved by the Company; provided, however, that if any such leave exceeds ninety (90) days, on the ninety-first (91st) day of such leave the Optionee's Service shall be deemed to have terminated unless the Optionee's right to return to Service with the Participating Company Group is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, a leave of absence shall not be treated as Service for purposes of determining vesting under the Optionee's Option Agreement. The Optionee's Service shall be deemed to have terminated either upon an actual termination of Service or upon the corporation for which the Optionee performs Service ceasing to be a Participating Company. Subject to the foregoing, the Company, in its discretion, shall determine whether the Optionee's Service has terminated and the effective date of such termination.

(x) "Stock" means the common stock of the Company, as adjusted from time to time in accordance with Section 4.2.

(y) "Subsidiary Corporation" means any present or future "subsidiary corporation" of the Company, as defined in Section 424(f) of the Code.

(z) "Ten Percent Owner Optionee" means an Optionee who, at the time an Option is granted to the Optionee, owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of a Participating Company within the meaning of Section 422(b)(6) of the Code.

2.2 Construction. Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

3. ADMINISTRATION.

3.1 Administration by the Board. The Board shall administer the Plan, and the Board shall determine and decide any and all questions of interpretation of the Plan or of any Option. The decisions and determinations by the Board shall be final and binding upon all persons having an interest in the Plan or such Option.

3.2 Authority of Officers. Any officer of the Company shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, determination or election which is the responsibility of or which is allocated to the Company herein, provided the officer has apparent authority with respect to such matter, right, obligation, determination or election.

3.3 Administration with Respect to Insiders. With respect to participation by Insiders in the Plan, at any time that any class of equity security of the Company is registered pursuant to Section 12 of the Exchange Act, the Plan shall be administered in compliance with the requirements, if any, of Rule 16b-3.

3.4 Powers of the Board. In addition to any other powers set forth in the Plan and subject to the provisions of the Plan, the Board shall have the full and final power and authority, in its discretion:

(a) to determine the persons to whom, and the time or times at which, Options shall be granted and the number of shares of Stock to be subject to each Option;

(b) to designate Options as Incentive Stock Options or Nonstatutory Stock Options;

(c) to determine the Fair Market Value of shares of Stock or other property;

(d) to determine the terms, conditions and restrictions applicable to each Option (which need not be identical) and any shares acquired upon the exercise thereof, including, without limitation, (i) the exercise price of the Option, (ii) the method of payment for shares purchased upon the exercise of the Option, (iii) the method for satisfaction of any tax withholding obligation arising in connection with the Option or such shares, including by the withholding or delivery of shares of stock, (iv) the timing, terms and conditions of the exercisability of the Option or the vesting of any shares acquired upon the exercise thereof, including the grant of options on an immediately exercisable basis subject to repurchase restrictions in favor of the Company, (v) the time of the expiration of the Option, (vi) the effect of the Optionee's termination of Service with the Participating Company Group on any of the foregoing, and (vii) all other terms, conditions and restrictions applicable to the Option or such shares not inconsistent with the terms of the Plan;

(e) to approve one or more forms of Option Agreement-Incentive Stock Option and Option Agreement-Nonstatutory Stock Option;

(f) to amend, modify, extend, cancel, renew, reprice or otherwise adjust the exercise price of, or grant a new Option in substitution for, any Option or to waive any restrictions or conditions applicable to any Option or any shares acquired upon the exercise thereof;

(g) to accelerate, continue, extend or defer the exercisability of any Option or the vesting of any shares acquired upon the exercise thereof, including with respect to the period following an Optionee's termination of Service with the Participating Company Group;

(h) to prescribe, amend or rescind rules, guidelines and policies relating to the Plan, or to adopt supplements to, or alternative versions of, the Plan, including, without limitation, as the Board deems necessary or desirable to comply with the laws of, or to accommodate the tax policy or custom of, foreign jurisdictions whose citizens may be granted Options; and

(i) to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Option Agreement and to make all other

determinations and take such other actions with respect to the Plan or any Option as the Board may deem advisable to the extent consistent with the Plan and applicable law.

4. SHARES SUBJECT TO PLAN.

4.1 Maximum Number of Shares Issuable. Subject to adjustment as provided in Section 4.2, the maximum aggregate number of shares of Stock that may be issued under the Plan shall be Five Million (5,000,000) and shall consist of authorized but unissued or reacquired shares of Stock or any combination thereof. If an outstanding Option for any reason expires or is terminated or canceled or if shares of Stock are acquired upon the exercise of an Option subject to a Company repurchase option and are repurchased by the Company at the Optionee's exercise price, the shares of Stock allocable to the unexercised portion of such Option or such repurchased shares of Stock shall again be available for issuance under the Plan.

4.2 Adjustments for Changes in Capital Structure. In the event of any stock dividend, stock split, reverse stock split, recapitalization, combination, reclassification or similar change in the capital structure of the Company, appropriate adjustments shall be made in the number and class of shares subject to the Plan and to any outstanding Options and in the exercise price per share of any outstanding Options. If a majority of the shares which are of the same class as the shares that are subject to outstanding Options are exchanged for, converted into, or otherwise become (whether or not pursuant to an Ownership Change Event, as defined in Section 8.1) shares of another corporation (the "New Shares"), the Board may unilaterally amend the outstanding Options to provide that such Options are exercisable for New Shares. In the event of any such amendment, the number of shares subject to, and the exercise price per share of, the outstanding Options shall be adjusted in a fair and equitable manner as determined by the Board, in its discretion. Notwithstanding the foregoing, any fractional share resulting from an adjustment pursuant to this Section 4.2 shall be rounded down to the nearest whole number, and in no event may the exercise price of any Option be decreased to an amount less than the par value, if any, of the stock subject to the Option. The adjustments determined by the Board pursuant to this Section 4.2 shall be final, binding and conclusive.

5. ELIGIBILITY AND OPTION LIMITATIONS.

5.1 Persons Eligible for Options. Options may be granted only to Employees, Consultants, and Directors. For purposes of the foregoing sentence, "Employees," "Consultants" and "Directors" shall include prospective Employees, prospective Consultants and prospective Directors to whom Options are granted in connection with written offers of employment or other service relationships with the Participating Company Group. Eligible persons may be granted more than one (1) Option.

5.2 Option Grant Restrictions. Any person who is not an Employee on the effective date of the grant of an Option to such person may be granted only a Nonstatutory Stock Option. An Incentive Stock Option granted to a prospective Employee upon the condition that such person become an Employee shall be deemed granted effective on the date such person commences Service as an employee with a Participating Company, with an exercise price determined as of such date in accordance with Section 6.1.

5.3 Fair Market Value Limitation. To the extent that options designated as Incentive Stock Options (granted under all stock option plans of the Participating Company Group, including the Plan) become exercisable by an Optionee for the first time during any calendar year for stock having a Fair Market Value greater than One Hundred Thousand Dollars ($100,000), the portions of such options which exceed such amount shall be treated as Nonstatutory Stock Options. For purposes of this Section 5.3, options designated as Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of stock shall be determined as of the time the option with respect to such stock is granted. If the Code is amended to provide for a different limitation from that set forth in this Section 5.3, such different limitation shall be deemed incorporated herein effective as of the date and with respect to such Options as required or permitted by such amendment to the Code. If an Option is treated as an Incentive Stock Option in part and as a Nonstatutory Stock Option in part by reason of the limitation set forth in this Section 5.3, the Optionee may designate which portion of such Option the Optionee is exercising. In the absence of such designation, the Optionee shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Separate certificates representing each such portion shall be issued upon the exercise of the Option.

6. TERMS AND CONDITIONS OF OPTIONS.

Options shall be evidenced by Option Agreements, and each Option Agreement shall be either an Option Agreement-Incentive Stock Option or an Option Agreement-Nonstatutory Stock Option. Each Option Agreement shall specify the number of shares of Stock covered thereby, in such form as the Board shall from time to time establish. No Option or purported Option shall be a valid and binding obligation of the Company unless evidenced by a fully executed Option Agreement that is either an Option Agreement-Incentive Stock Option or an Option Agreement-Nonstatutory Stock Option. Option Agreements may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions:

6.1 Exercise Price. The exercise price for each Option shall be established in the discretion of the Board; provided, however, that (a) the exercise price per share for an Incentive Stock Option shall be not less than the Fair Market Value of a share of Stock on the effective date of grant of the Option, (b) the exercise price per share for a Nonstatutory Stock Option shall be not less than eighty-five percent (85%) of the Fair Market Value of a share of Stock on the effective date of grant of the Option, and (c) no Incentive Stock Option granted to a Ten Percent Owner Optionee shall have an exercise price per share less than one hundred ten percent (110%) of the Fair Market Value of a share of Stock on the effective date of grant of the Option. Notwithstanding the foregoing, an Option (whether an Incentive Stock Option or a Nonstatutory Stock Option) may be granted with an exercise price lower than the minimum exercise price set forth above if such Option is granted pursuant to an assumption or substitution for another option in a manner qualifying under the provisions of Section 424(a) of the Code.

6.2 Exercise Period. Options shall be exercisable at such time or times, or upon such event or events, and subject to such terms, conditions, performance criteria, and restrictions as shall be determined by the Board and set forth in the Option Agreement evidencing such Option; provided, however,

that (a) no Option shall be exercisable after the expiration of ten (10) years after the effective date of grant of such Option, (b) no Incentive Stock Option granted to a Ten Percent Owner Optionee shall be exercisable after the expiration of five (5) years after the effective date of grant of such Option, and (c) no Option granted to a prospective Employee, prospective Consultant or prospective Director may become exercisable prior to the date on which such person commences Service with a Participating Company. A prospective Director having the contractual right to notice of and be present at Board meetings during such time as he is not a Director shall be deemed to have commenced Service on the day such rights are granted. In addition, excluding any Option granted to an officer, Director or Consultant, no Option shall become exercisable at a rate less than twenty percent (20%) per year over a period of five (5) years from the effective date of grant of such Option, subject to the Optionee's continued Service. Subject to the foregoing, unless otherwise specified by the Board in the grant of an Option, any Option granted hereunder shall have a term of ten (10) years from the effective date of grant of the Option.

6.3 Payment of Exercise Price.

(a) Forms of Consideration Authorized. Except as otherwise provided below, payment of the exercise price for the number of shares of Stock being purchased pursuant to any Option shall be made (i) in cash, by check or cash equivalent, (ii) by tender to the Company, or attestation to the ownership, of shares of Stock owned by the Optionee having a Fair Market Value (as determined by the Company without regard to any restrictions on transferability applicable to such stock by reason of federal or state securities laws or agreements with an underwriter for the Company) not less than the exercise price, (iii) by the assignment of the proceeds of a sale or loan with respect to some or all of the shares being acquired upon the exercise of the Option (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System) (a "Cashless Exercise"), (iv) by the Optionee's promissory note in a form approved by the Company, (v) by such other consideration as may be approved by the Board from time to time to the extent permitted by applicable law, or (vi) by any combination thereof. The Board may at any time or from time to time, by adoption of or by amendment to the standard forms of Option Agreement described in Section 7, or by other means, grant Options which do not permit all of the foregoing forms of consideration to be used in payment of the exercise price or which otherwise restrict one or more forms of consideration, except that consideration described in subparagraph (ii) or (iv) may only be permitted if set forth in the Option Agreement at the time of the grant.

(b) Limitations on Forms of Consideration.

(i) Tender of Stock. Notwithstanding the foregoing, an Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock to the extent such tender or attestation would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company's stock. Unless otherwise provided by the Board at the time of the Option grant, an Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock unless such shares either have been owned by the Optionee for more than six (6) months or were not acquired, directly or indirectly, from the Company.

(ii) Cashless Exercise. The Company reserves, at any and all times, the right, in the Company's sole and absolute discretion, to establish, decline to approve or terminate any program or procedures for the exercise of Options by means of a Cashless Exercise.

(iii) Payment by Promissory Note. No promissory note shall be permitted if the exercise of an Option using a promissory note would be a violation of any law. Without limiting the generality of the foregoing, no promissory note shall be accepted from any person that is an Insider or if such extension of credit could be a violation of applicable law. Any permitted promissory note shall be on such terms as the Board shall determine at the time the Option is granted. The Board shall have the authority to permit or require the Optionee to secure any promissory note used to exercise an Option with the shares of Stock acquired upon the exercise of the Option or with other collateral acceptable to the Company. Unless otherwise provided by the Board, if the Company at any time is subject to the regulations promulgated by the Board of Governors of the Federal Reserve System or any other governmental entity affecting the extension of credit in connection with the Company's securities, any promissory note shall comply with such applicable regulations, and the Optionee shall pay the unpaid principal and accrued interest, if any, to the extent necessary to comply with such applicable regulations.

6.4 Tax Withholding. The Company shall have the right, but not the obligation, to deduct from the shares of Stock issuable upon the exercise of an Option, or to accept from the Optionee the tender of, a number of whole shares of Stock having a Fair Market Value, as determined by the Company, equal to all or any part of the federal, state, local and foreign taxes, if any, required by law to be withheld by the Participating Company Group with respect to such Option or the shares acquired upon the exercise thereof. Alternatively or in addition, in its discretion, the Company shall have the right to require the Optionee, through payroll withholding, cash payment or otherwise, including by means of a Cashless Exercise, to make adequate provision for any such tax withholding obligations of the Participating Company Group arising in connection with the Option or the shares acquired upon the exercise thereof. The Company shall have no obligation to deliver shares of Stock or to release shares of Stock from an escrow established pursuant to the Option Agreement until the Participating Company Group's tax withholding obligations have been satisfied by the Optionee.

6.5 Repurchase Rights. Shares issued under the Plan may be subject to a right of first refusal, one or more repurchase options, or other conditions and restrictions imposed by the Company's Articles of Incorporation, Bylaws, or as the Board otherwise determines in its discretion at the time the Option is granted. The Company shall have the right to assign at any time any repurchase right it may have, whether or not such right is then exercisable, to one or more persons as the Company may select. Upon request by the Company, each Optionee shall execute any agreement evidencing such transfer restrictions prior to the receipt of shares of Stock hereunder and shall promptly present to the Company any and all certificates representing shares of Stock acquired hereunder for the placement on such certificates of appropriate legends evidencing any such transfer restrictions.

6.6 Effect of Termination of Service.

(a) Option Exercisability. Subject to earlier termination of the Option as otherwise provided herein, an Option shall be exercisable after an Optionee's termination of Service as follows:

(i) Disability. If the Optionee's Service with the Participating Company Group is terminated because of the Disability of the Optionee, the Option, to the extent unexercised and exercisable on the date on which the Optionee's Service terminated, may be exercised by the Optionee (or the Optionee's guardian or legal representative) at any time prior to the expiration of six (6) months (or such longer period of time as determined by the Board, in its discretion) after the date on which the Optionee's Service terminated, but in any event no later than the date of expiration of the Option's term as set forth in the Option Agreement evidencing such Option (the "Option Expiration Date").

(ii) Death. If the Optionee's Service with the Participating Company Group is terminated because of the death of the Optionee, the Option, to the extent unexercised and exercisable on the date on which the Optionee's Service terminated, may be exercised by the Optionee's legal representative or other person who acquired the right to exercise the Option by reason of the Optionee's death at any time prior to the expiration of six (6) months (or such longer period of time as determined by the Board, in its discretion) after the date on which the Optionee's Service terminated, but in any event no later than the Option Expiration Date. The Optionee's Service shall be deemed to have terminated on account of death if the Optionee dies within thirty (30) days (or such longer period of time as determined by the Board, in its discretion) after the Optionee's termination of Service.

(iii) Other Termination of Service. If the Optionee's Service with the Participating Company Group terminates for any reason, except Disability or death, the Option, to the extent unexercised and exercisable by the Optionee on the date on which the Optionee's Service terminated, may be exercised by the Optionee within thirty (30) days (or such longer period of time as determined by the Board, in its discretion) after the date on which the Optionee's Service terminated, but in any event no later than the Option Expiration Date.

(b) Extension if Exercise Prevented by Law. Notwithstanding the foregoing, if the exercise of an Option within the applicable time periods set forth in Section 6.6(a) is prevented by the provisions of Section 11 below, the Option shall remain exercisable until thirty (30) days (or such longer period of time as determined by the Board, in its discretion) after the date the Optionee is notified by the Company that the Option is exercisable, but in any event no later than the Option Expiration Date.

(c) Extension if Optionee Subject to Section 16(b). Notwithstanding the foregoing, if a sale within the applicable time periods set forth in Section 6.6(a) of shares acquired upon the exercise of the Option would subject the Optionee to suit under Section 16(b) of the Exchange Act, the Option shall remain exercisable until the earliest to occur of (i) the tenth (10th) day following the date on which a sale of such shares by the Optionee would no longer be subject to such suit, (ii) the one hundred and ninetieth (190th) day after the Optionee's termination of Service, or (iii) the Option Expiration Date.

7. STANDARD FORM OF OPTION AGREEMENT.

7.1 General. Unless otherwise provided by the Board at the time the Option is granted, an Option shall comply with and be subject to the terms and conditions set forth in the form of Option Agreement-Incentive Stock Option or Option Agreement-Nonstatutory Stock Option adopted by the Board concurrently with its adoption of the Plan and as amended from time to time.

7.2 Authority to Vary Terms. The Board shall have the authority from time to time to vary the terms of any of the two standard forms of Option Agreement described in this Section 7 either in connection with the grant or amendment of an individual Option or in connection with the authorization of a new standard form or forms; provided, however, that the terms and conditions of any such new, revised or amended two standard form or forms of Option Agreement are not inconsistent with the terms of the Plan.

8. CHANGE IN CONTROL.

8.1 Definitions.

(a) An "Ownership Change Event" shall be deemed to have occurred if any of the following occurs with respect to the Company: (i) the direct or indirect sale or exchange in a single or series of related transactions by the stockholders of the Company of more than fifty percent (50%) of the voting stock of the Company; (ii) a merger or consolidation in which the Company is a party; (iii) the sale, exchange, or transfer of all or substantially all of the assets of the Company; or (iv) a liquidation or dissolution of the Company.

(b) A "Change in Control" shall mean an Ownership Change Event or a series of related Ownership Change Events occurring on or after July 1, 2004 (collectively, a "Transaction") wherein the stockholders of the Company immediately before the Transaction do not retain immediately after the Transaction, in substantially the same proportions as their ownership of shares of the Company's voting stock immediately before the Transaction, direct or indirect beneficial ownership of more than fifty percent (50%) of the total combined voting power of the outstanding voting stock of the Company or the corporation or corporations to which the assets of the Company were transferred (the "Transferee Corporation(s)"), as the case may be. For purposes of the preceding sentence, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting stock of one or more corporations which, as a result of the Transaction, own the Company or the Transferee Corporation(s), as the case may be, either directly or through one or more subsidiary corporations. The Board shall have the right to determine whether multiple sales or exchanges of the voting stock of the Company or multiple Ownership Change Events are related, and its determination made in good faith shall be final, binding and conclusive.

8.2 Effect of Change in Control on Options. In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or parent corporation thereof, as the case may be (the "Acquiring Corporation"), may either assume the Company's rights and obligations under outstanding Options or substitute for outstanding Options substantially

equivalent options for the Acquiring Corporation's stock. For purposes of this Section 8.2, an Option shall be deemed assumed if, following the Change in Control, the Option confers the right to purchase in accordance with its terms and conditions, for each share of Stock subject to the Option immediately prior to the Change in Control, the consideration (whether stock, cash or other securities or property) to which a holder of a share of Stock on the effective date of the Change in Control was entitled. In the event the Acquiring Corporation elects not to assume or substitute for outstanding Options in connection with a Change in Control, any unexercisable or unvested portions of outstanding Options held by Optionees whose Service has not terminated prior to such date shall become immediately exercisable and vested in full (and any unvested share repurchase option shall lapse) as of the date ten (10) days prior to the date of the Change in Control. The accelerated exercise or vesting of any Option that was permissible solely by reason of this Section 8.2 shall be conditioned upon the consummation of the Change in Control. Any Options which are neither assumed or substituted for by the Acquiring Corporation in connection with the Change in Control nor exercised as of the date of the Change in Control shall terminate and cease to be outstanding effective as of the date of the Change in Control. Notwithstanding the foregoing, shares acquired upon exercise of an Option prior to the Change in Control and any consideration received pursuant to the Change in Control with respect to such shares shall continue to be subject to all applicable provisions of the Option Agreement evidencing such Option except as otherwise provided in such Option Agreement. Furthermore, notwithstanding the foregoing, if the corporation the stock of which is subject to the outstanding Options immediately prior to an Ownership Change Event described in Section 8.1(a)(i) constituting a Change in Control is the surviving or continuing corporation and immediately after such Ownership Change Event less than fifty percent (50%) of the total combined voting power of its voting stock is held by another corporation or by other corporations that are members of an affiliated group within the meaning of Section 1504(a) of the Code without regard to the provisions of Section 1504(b) of the Code, the outstanding Options shall not terminate unless the Board otherwise provides in its discretion.

9. PROVISION OF INFORMATION.

At least annually, copies of the Company's balance sheet and income statement for the just completed fiscal year shall be made available to each Optionee and purchaser of shares of Stock upon the exercise of an Option. The Company shall not be required to provide such information to key employees whose duties in connection with the Company assure them access to equivalent information.

10. NONTRANSFERABILITY OF OPTIONS.

Except as otherwise specifically set forth in an Optionee's Option Agreement, no Option shall be assignable or transferable by the Optionee, except by will or by the laws of descent and distribution.

11. COMPLIANCE WITH SECURITIES LAW.

The grant of Options and the issuance of shares of Stock upon exercise of Options shall be subject to compliance with all applicable requirements of federal, state and foreign law with respect to such securities. Options may not be exercised if the issuance of shares of Stock upon exercise would constitute a

violation of any applicable federal, state or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, no Option may be exercised unless (a) a registration statement under the Securities Act shall at the time of exercise of the Option be in effect with respect to the shares issuable upon exercise of the Option or (b) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to the exercise of any Option, the Company may require the Optionee to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company.

12. INDEMNIFICATION.

In addition to such other rights of indemnification as they may have as members of the Board or officers or employees of the Participating Company Group, members of the Board and any officers or employees of the Participating Company Group to whom authority to act for the Board or the Company is delegated shall be indemnified by the Company against all reasonable expenses, including attorneys' fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any right granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct in duties; provided, however, that within sixty (60) days after the institution of such action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at its own expense to handle and defend the same.

13. TERMINATION OR AMENDMENT OF PLAN.

The Board may terminate or amend the Plan at any time. However, subject to changes in applicable law, regulations or rules that would permit otherwise, without the approval of the Company's stockholders, there shall be (a) no increase in the maximum aggregate number of shares of Stock that may be issued under the Plan (except by operation of the provisions of Section 4.2), (b) no change in the class of persons eligible to receive Incentive Stock Options, and (c) no other amendment of the Plan that would require approval of the Company's stockholders under any applicable law, regulation or rule. In any event, no termination or amendment of the Plan may adversely affect any then outstanding Option or any unexercised portion thereof, without the consent of the Optionee, unless such termination or amendment is required to enable an Option designated as an Incentive Stock Option to qualify as an Incentive Stock Option or is necessary to comply with any applicable law, regulation or rule.

14. STOCKHOLDER APPROVAL.

The Plan or any increase in the maximum aggregate number of shares of Stock issuable thereunder as provided in Section 4.1 (the "Authorized Shares") shall be approved by the stockholders of the Company within twelve (12) months of the date of adoption thereof by the Board. Options granted prior to stockholder approval of the Plan or in excess of the Authorized Shares previously approved by the stockholders shall become exercisable no earlier than the date of stockholder approval of the Plan or such increase in the Authorized Shares, as the case may be.

Exhibit 99.2

# EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") dated effective as of June 24, 2004 is made and entered into by and among Hovsep Melkonyan, an individual (the "Executive"), Xenomics, a company incorporated under the laws of the state of California (the "Xenomics"), and Used Kar Parts, Inc., a company incorporated under the laws of the state of Florida ("Holding," and, collectively with Xenomics "Company).

WITNESSETH:

The Company desires to employ the Executive, and the Executive wishes to accept such employment with the Company, upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Employment. The Company hereby agrees to employ Executive, and Executive hereby accepts such employment and agrees to perform Executive's duties and responsibilities in accordance with the terms and conditions hereinafter set forth.

1.1 Duties and Responsibilities. Executive shall serve as Vice President Research. During the Employment Term (as defined below), Executive shall perform all duties and accept all responsibilities incident to such position and other appropriate duties as may be assigned to Executive by the Company's Chief Executive Officer or President from time to time including service as an officer, director, employee or consultant for Company's subsidiaries, affiliates and joint ventures. The Company shall retain full direction and control of the manner, means and methods by which Executive performs the services for which he is employed hereunder. Except for vacation, personal or sick days, or holidays, Executive shall work not less than during Company's normal business hours. Company's normal business hours are 9:00 a.m. to 5:30 p.m. Monday to Friday.

1.2 Place of Business. Executive acknowledges that the Company will be headquartered in New York, New York with a laboratory located in the northeastern part of the United States, and a satellite office in Rome, Italy. Executive may be based either in the Company's New York office or the Company's laboratory and agrees to travel to Company's satellite office in Rome for limited assignments.

1.3 Employment Term. The term of Executive's employment under this Agreement shall commence as of June 24, 2004 (the "Effective Date") and shall continue for 36 months, unless earlier terminated in accordance with Section 4 hereof. The term of Executive's employment shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the "Employment Term," (a "Non-Renewal Notice") such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective "Employment Term" as that term is defined below. The period commencing as of the Effective Date and ending 36 months thereafter or such later date (the "Expiration Date") to which the term of Executive's employment under the Agreement shall have been extended by mutual written agreement is referred to herein as the "Employment Term."

1.4 Extent of Service. During the Employment Term, Executive agrees to use Executive's best efforts to carry out the duties and responsibilities under Section 1.1 hereof and, subject to Section 1.1, to devote substantially all Executive's business time, attention and energy thereto. Executive further agrees not to work either on a part-time or independent contracting basis for any other business or enterprise during the Employment Term without the prior written consent of the Board, which consent shall not be unreasonably withheld.

1.5 Base Salary. From the Effective Date until the earlier of (a) the date Company, directly or through Holding or any direct or indirect majority owned subsidiary of Holding, has received equity or debt financing yielding net proceeds of not less than One Million Dollars ($1,000,000), or (b) eight (8) months after the Effective Date (the "Increase Date"), the Company

shall pay Executive a base salary (the "Base Salary") at the annual rate of $105,000 (U.S.), payable at such times as the Company customarily pays its other senior level executives (but in any event no less often than monthly). The Base Salary shall be subject to all state, federal, and local payroll tax withholding and any other withholdings required by law. Commencing on the Increase Date, the Base Salary shall be increased to an annual rate of $135,000 (U.S.).

1.6 Incentive Compensation. In addition to the Base Salary, Executive shall be eligible to earn a cash bonus of up to fifty (50%) of his Base Salary for each twelve-month period during the Employment Term ("Annual Bonus") at the discretion of the Board , or if the Board organizes a compensation committee, such committee (the "Committee"). Within three (3) months after the Effective Date, the Board or the Committee shall agree upon a bonus schedule that provides the goals and targets, required for Executive to earn the Annual Bonus, including the achievement of certain development, approval, publishing, and revenue goals. Executive's bonus, if any, shall be subject to all applicable tax and payroll withholdings.

1.7 Options.

(a) Executive shall be eligible to participate in the Stock Option Plan of Holding (the "Plan"). The Board of Directors of Holding, will make an initial grant of options to the Executive as follows:

(i) The number of option shares granted to Executive is 675,000 shares of Company's common stock.

(ii) The exercise price at which Executive can purchase option shares is one Dollar and twenty-five cents ($1.25) per share.

(iii) The option is exercisable only to the extent vested in accordance with the schedule set forth in paragraph 1.7(a)(iv), below, and the Plan.

(iv) The first day that option shares commence to vest is the Effective Date. Option shares shall vest in accordance with the following schedule:

168,750 option shares shall vest on the first anniversary of the Effective Date;

202,500 option shares shall vest on the second anniversary of the Effective Date; and

303,750 shares shall vest on the third anniversary of the Effective Date.

(v) The option shall expire, and be of no further force or effect, on the earlier of the tenth anniversary of the Effective Date or, except in the event of Involuntary Termination, four years after Executive ceases to serve as an Executive to the Company under this Agreement.

(b) In the event of the termination of Executive's employment as a result of Involuntary Termination (as defined below), any outstanding stock options or restricted stock held by Executive under the Plan, Company's stock option plans, and under the stock options plans of corporations that have merged with or into the Company shall automatically have its vesting accelerated (including, for restricted stock, accelerated lapse of a right of repurchase by the Company) in addition to any portion of the option or restricted stock vested prior to the date of termination.

1.8 Other Benefits. During the Employment Term, Executive shall be entitled to fully paid health care coverage (medical, dental, and hospitalization) for Executive and his family. In addition, Executive shall be entitled to participate in all employee benefit plans and programs made available to the Company's senior level executives as a group or to its employees generally, as such plans or programs may be in effect from time to time (the "Benefit Coverages"), including, without limitation, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection and travel accident insurance. Executive shall be provided office space and staff assistance appropriate for Executive's position and adequate for the performance of his duties and responsibilities.

1.9 Reimbursement of Expenses; Vacation; Sick Days and Personal Days. Executive shall be provided with reimbursement of expenses related to Executive's employment by the Company on a basis no less favorable than that which may be authorized from time to time by the Board, in its sole discretion, for senior level executives as a group. Executive shall be entitled to vacation and holidays in accordance with the Company's normal personnel policies for senior level executives, but not less than (a) two (2) weeks of vacation per calendar year for until December 31, 2006, and (b) three (3) weeks of vacation per calendar year thereafter, provided Executive shall not utilize more than ten (10) consecutive business days without the express consent of the

Chief Executive Officer or President. Executive shall be entitled to no more than an aggregate of ten (10) sick days and personal days per calendar year. Unused vacation, sick and personal days time will be forfeited as of January 31 of the following calendar year of the Employment Term.

1.10 Relocation Expenses. Within thirty (30) days after the Effective Date, Company shall pay Executive seven thousand five hundred Dollars ($7,500.00), excluding taxes and other withholdings, as a one time payment to cover Executive's costs and expenses for his relocation to Company's place of business.

1.11 No Other Compensation. Except as expressly provided in Sections 1.4 through 1.10, and under Section 4 below, Executive shall not be entitled to any other compensation or benefits for services to the Company in any capacity and for services as an officer, director, employee and consultant for Company's subsidiaries, affiliates and joint ventures.

2. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's employment by and service to the Company before, during and, if applicable, after the Employment Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's employment use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such employment, directly or indirectly, he will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's employment shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's employment, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic

format) in Executive's possession. As a condition of Executive's continued employment with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit "A", and incorporated herein by this reference.

3. Non-Competition; Non-Solicitation.

3.1 Non-Compete. The Executive hereby covenants and agrees that during the term of this Agreement and, in the event of (a) Voluntary Termination (as defined below), or (b) termination by Company for Cause (as defined below) or Misconduct (as defined below), or (c) the expiration of the Employment Term as a result of Executive giving Company a Non-Renewal Notice for a period of one year following the end of the Employment Term, the Executive will not, without the prior written consent of the Company, directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 3.1, (i) "Competing Business" means any medical or health care company, any contract manufacturer, any research laboratory or other company or entity (whether or not organized for profit) that has, or is seeking to develop, one or more products or therapies that is related to genetic testing through the use of urine specimens and (ii) "Covered Area" means all geographical areas of the United States, Italy and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

3.2 Non-Solicitation. The Executive further agrees that as long as the Agreement remains in effect and, in the event of (a) Voluntary Termination, or (b) termination by Company for Cause, Misconduct or as a result of a Non-Renewal Notice given by the Company or Executive for a period of one (1) year from its termination, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company and/or its affiliates.

3.3 Remedies. The Executive acknowledges and agrees that his obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of his covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 3 will cause irreparable injury to the Company and that, in addition to any other

remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 3 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

4. Termination.

4.1 By Company. The Company, acting by duly adopted resolutions of the Board, may, in its discretion and at its option, terminate the Executive's employment with or without Cause or Misconduct, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. In the event the Company desires to terminate the Executive's employment without Cause or Misconduct, the duly adopted resolutions of the Board must include the consent of at least one director appointed to the Board by the former shareholders of Xenomics, and the Company shall give the Executive not less than sixty (60) days advance written notice of such termination. Termination of Executive's employment hereunder shall be deemed to be "for Cause" in the event that Executive violates his duties under any provisions of this Agreement after there has been delivered to Executive a written demand for performance from the Company which describes the basis for the Company's belief that Executive has not substantially performed his duties. Termination of Executive's employment hereunder shall be deemed to be "for Misconduct", if Executive is found to be in material breach of the provisions of Sections 2 or 3 of this Agreement, is guilty of any felony or an act of fraud or embezzlement, is guilty of willful misconduct or gross neglect, misappropriation, concealment or conversion of any money or property of the Company, or reckless conduct which endangers the safety of other persons or property during the course of employment or while on premises leased or owned by the Company.

4.2 Involuntary Termination. "Involuntary Termination" shall mean (i) the assignment to Executive of any duties or the significant reduction of Executive's duties, either of which is materially inconsistent with Executive's position with the Company and responsibilities in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities; (ii) a material reduction by the Company in the compensation of Executive, without the Executive's written consent, as in effect immediately prior to such reduction; (iii) a material reduction by the Company in the kind or level of benefits to which Executive is entitled immediately prior to such reduction with the result that Executive's overall benefits package is significantly reduced; (iv) the relocation of Executive to a facility or a location outside the United States on a permanent basis; (v) any termination of Executive by the Company which is not effected for Misconduct, Cause or as a result of a Non-Renewal Notice given by the Company or Executive, or any purported termination for Misconduct or Cause for which the grounds relied upon are determined by a court of competent jurisdiction not to be valid, unless Executive, following such purported termination, receives all compensation, including vesting of all unvested stock options and restricted stock within five business days of such determination, or (vi) the termination by Executive for Company's violation of any material provision of this agreement, unless the grounds relied upon are determined by a court of competent jurisdiction not to be valid.

4.3 By Executive's Death or Disability. This Agreement shall also be terminated upon the Executive's death and/or a finding of permanent physical or mental disability, such disability expected to result in death or to be of a continuous duration of no less than three (3) months, and the Executive is unable to perform his usual and essential duties for the Company.

4.4 Voluntary Termination. Executive may voluntarily terminate the Employment Term upon sixty (60) days' prior written notice for any reason; provided, however, that no further payments shall be due under this Agreement in that event except that Executive shall be entitled to any benefits due under any compensation or benefit plan provided by the Company for executives or otherwise outside of this Agreement.

4.5 Compensation on Termination.

(a) Cause or Misconduct. In the event the Company terminates Executive for Cause or Misconduct, Executive shall not be entitled to any compensation other than Base Salary accrued through the date of termination. Such termination shall also immediately cease the vesting of all outstanding unvested options and restricted stock held on the date of termination and all such unvested options shall thereupon expire.

(b) Voluntary Termination. In the event Executive resigns from the Company voluntarily, Executive shall not be entitled to any compensation other than Base Salary accrued through the effective date of his resignation.

(c) Involuntary Termination. In the event Executive is terminated by the Company due to an Involuntary Termination prior to the expiration of the Employment Term, the Company shall pay to Executive (i) the balance of Executive's Base Salary in accordance with the schedule such payments had been made during the six months preceding such termination for the remainder of the Employment Term; and (ii) twenty five percent (25%) of such balance, representing an estimate of all bonuses which would have been paid during such period, payable 60 days after such termination. In addition, the Company shall be obligated, for a period of twenty-four (24) months after any Involuntary Termination, to continue to make available to Executive and to pay for all health, dental, vision, life, dependent life, long-term disability, accidental death and dismemberment and other similar insurance plans existing on the date of Executive's termination, or to provide comparable coverage. The Company shall "gross-up" Executive for any income required to be imputed by virtue of providing the benefits set forth in the preceding sentence, such that the net economic result to Executive will be as if such benefits were provided on a tax-free basis.

(d) Death or Disability. In the event of termination by reason of Executive's death and/or permanent disability, Executive or his executors, legal representatives or administrators, as applicable, shall be entitled to an amount equal to Executive's Base Salary accrued through the date of termination, plus a pro rata share of any annual bonus to which Executive would otherwise be entitled for the year during which death or permanent disability occurs.

5. Guarantee by Holding. Holding hereby unconditionally and irrevocably guarantees to Executive the timely payment and performance by Company of all payments under this Agreement as they becomes due. Holding acknowledges, covenants and agrees that this guaranty shall survive the termination of the Agreement and shall continue in full force and effect with respect to any of Company's obligations hereunder which are not performed upon and which survive the termination of this Agreement.

6. General Provisions.

6.1 Modification; No Waiver. No modification, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. Failure of any party at any time to enforce any provisions of this Agreement or any rights or to exercise any elections shall in no way be considered to be a waiver of such provisions, rights or elections and shall in no way affect the validity of this Agreement. The exercise by any party of any of its rights or any of its elections under this Agreement shall not preclude or prejudice such party from exercising the same or any other right it may have under this Agreement irrespective of any previous action taken.

6.2 Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to: Xenomics
6034 Monterey Ave.
Richmond, CA 94805
Attn: President

with a required copy to:

Dirk Michels, Esq.
Kirkpatrick & Lockhart LLP
Four Embarcadero Center, 10th Floor
San Francisco, CA 94111

If to Executive, to: Hovsep S. Melkonyan
950 Evelyn Avenue
Albany, CA 94706

Or to such other names or addresses as the Company or Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.4 Further Assurances. Each party to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

6.5 Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, then such illegal or unenforceable provision shall be modified by the proper court or arbitrator to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement shall be given effect separately from the provisions or portion thereof determined to be illegal or unenforceable and shall not be affected thereby.

6.6 Successors and Assigns. Executive may not assign this Agreement without the prior written consent of the Company. The Company may assign its rights without the written consent of Executive, so long as the Company or its assignee complies with the other material terms of this Agreement. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company, and the Executive's rights under this Agreement shall inure to the benefit of and be binding upon his heirs and executors. The Company's subsidiaries and controlled affiliates shall be express third party beneficiaries of this Agreement.

6.7 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.8 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile with original signatures to follow.

[SIGNATURE PAGE FOLLOWS]

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

"COMPANY:" Xenomics,
a California Corporation

By: /s/ L. David Tomei
---
Name: L. David Tomei
Title: Chief Executive Officer

"EXECUTIVE:" /s/ Hovsep Melkonyan
---
Hovsep Melkonyan

"HOLDING:" Used Kar Parts, Inc.,
a Florida Corporation

By: /s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President

Exhibit A

Confidentiality Agreement and Inventions Agreement

Exhibit 99.3

# EXECUTIVE EMPLOYMENT AGREEMENT

This EXECUTIVE EMPLOYMENT AGREEMENT (the "Agreement") dated effective as of June 24, 2004 is made and entered into by and among Samuil Umansky, an individual (the "Executive") Xenomics, a company incorporated under the laws of the state of California (the "Xenomics"), and Used Kar Parts, Inc., a company incorporated under the laws of the state of Florida ("Holding," and, collectively with Xenomics "Company").

WITNESSETH:

The Company desires to employ the Executive, and the Executive wishes to accept such employment with the Company, upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Employment. The Company hereby agrees to employ Executive, and Executive hereby accepts such employment and agrees to perform Executive's duties and responsibilities in accordance with the terms and conditions hereinafter set forth.

1.1 Duties and Responsibilities. Executive shall serve as President and Chief Scientific Officer of Company. During the Employment Term (as defined below), Executive shall perform all duties and accept all responsibilities incident to such position and other appropriate duties as may be assigned to Executive by the Company's Board of Directors ("Board") from time to time, including service as an officer, director, employee or consultant Company's subsidiaries, affiliates and joint ventures. The Company shall retain full direction and control of the manner, means and methods by which Executive performs the services for which he is employed hereunder. Except for vacation, personal or sick days, or holidays, Executive shall work not less than during Company's normal business hours. Company's normal business hours are 9:00 a.m. to 5:30 p.m. Monday to Friday.

1.2 Place of Business. Executive acknowledges that the Company will be headquartered in New York, New York with a laboratory located in the northeastern part of the United States, and a satellite office in Rome, Italy. Executive may be based either in the Company's New York office or the Company's laboratory and agrees to travel to Company's satellite office in Rome for limited assignments.

1.3 Employment Term. The term of Executive's employment under this Agreement shall commence as of June 24, 2004 (the "Effective Date") and shall continue for 36 months, unless earlier terminated in accordance with Section 4 hereof. The term of Executive's employment shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the "Employment Term," (a "Non-Renewal Notice") such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective "Employment Term" as that term is defined below. The period commencing as of the Effective Date and ending 36 months thereafter or such later date (the "Expiration Date") to which the term of Executive's employment under the Agreement shall have been extended by mutual written agreement is referred to herein as the "Employment Term."

1.4 Extent of Service. During the Employment Term, Executive agrees to use Executive's best efforts to carry out the duties and responsibilities under Section 1.1 hereof and, subject to Section 1.1, to devote substantially all Executive's business time, attention and energy thereto. Executive further agrees not to work either on a part-time or independent contracting basis for any other business or enterprise during the Employment Term without the prior written consent of the Board, which consent shall not be unreasonably withheld.

1.5 Base Salary. From the Effective Date until the earlier of (a) the date Company, directly or through Holding or any direct or indirect majority owned subsidiary of Holding, has received equity or debt financing yielding net proceeds of not less than One Million Dollars ($1,000,000), or (b) eight (8) months after the Effective Date (the "Increase Date"), the Company shall pay Executive a base salary (the "Base Salary") at the annual rate of

$135,000 (U.S.), payable at such times as the Company customarily pays its other senior level executives (but in any event no less often than monthly). The Base Salary shall be subject to all state, federal, and local payroll tax withholding and any other withholdings required by law. Commencing on the Increase Date, the Base Salary shall be increased to an annual rate of $175,000 (U.S.).

1.6 Incentive Compensation. In addition to the Base Salary, Executive shall be eligible to earn a cash bonus of up to fifty (50)% of his Base Salary for each twelve-month period during the Employment Term ("Annual Bonus") at the discretion of the Board or, if the Board organizes a compensation committee, such committee (the "Committee"). Within three (3) months after the Effective Date, the Board or the Committee shall agree upon a bonus schedule that provides the goals and targets, required for Executive to earn the Annual Bonus, including the achievement of certain development, approval, publishing, and revenue goals. Executive's bonus, if any, shall be subject to all applicable tax and payroll withholdings.

1.7 Options.

(a) Executive shall be eligible to participate in the Stock Option Plan of Holding (the "Plan"). The Board of Directors of Holding, will make an initial grant of options to the Executive as follows:

(i) The number of option shares granted to Executive is 1,012,500 shares of Company's common stock.

(ii) The exercise price at which Executive can purchase option shares is one Dollar and twenty-five cents ($1.25) per share.

(iii) The option is exercisable only to the extent vested in accordance with the schedule set forth in paragraph 1.7(a)(iv), below, and the Plan.

(iv) The first day that option shares commence to vest is the Effective Date. Option shares shall vest in accordance with the following schedule:

253,125 option shares shall vest on the first anniversary of the Effective Date;

303,750 option shares shall vest on the second anniversary of the Effective Date; and

455,625 option shares shall vest on the third anniversary of the Effective Date.

(v) The option shall expire, and be of no further force or effect, on the earlier of the tenth anniversary of the Effective Date or, except in the event of Involuntary Termination, four years after Executive ceases to serve as an Executive to the Company under this Agreement.

(b) In the event of the termination of Executive's employment as a result of Involuntary Termination (as defined below), any outstanding stock options or restricted stock held by Executive under the Plan, Company's stock option plans, and under the stock options plans of corporations that have merged with or into the Company shall automatically have its vesting accelerated (including, for restricted stock, accelerated lapse of a right of repurchase by the Company) in addition to any portion of the option or restricted stock vested prior to the date of termination.

1.8 Other Benefits. During the Employment Term, Executive shall be entitled to fully paid health care coverage (medical, dental, and hospitalization) for Executive and his family. In addition, Executive shall be entitled to participate in all employee benefit plans and programs made available to the Company's senior level executives as a group or to its employees generally, as such plans or programs may be in effect from time to time (the "Benefit Coverages"), including, without limitation, short-term and long-term disability and life insurance plans, accidental death and dismemberment protection and travel accident insurance. Executive shall be provided office space and staff assistance appropriate for Executive's position and adequate for the performance of his duties and responsibilities.

1.9 Reimbursement of Expenses; Vacation; Sick Days and Personal Days. Executive shall be provided with reimbursement of expenses related to Executive's employment by the Company on a basis no less favorable than that which may be authorized from time to time by the Board, in its sole discretion, for senior level executives as a group. Executive shall be entitled to vacation and holidays in accordance with the Company's normal personnel policies for senior level executives, but not less than (a) two (2) weeks of vacation per calendar year for until December 31, 2006, and (b) three (3) weeks of vacation per calendar year thereafter, provided Executive shall not utilize more than ten (10) consecutive business days without the express consent of the

Chief Executive Officer. Executive shall be entitled to no more than an aggregate of ten (10) sick days and personal days per calendar year. Unused vacation time, sick and personal days will be forfeited as of January 31 of the following calendar year of the Employment Term.

1.10 Relocation Expenses. Within thirty (30) days after the Effective Date, Company shall pay Executive seven thousand five hundred Dollars ($7,500.00), excluding taxes and other withholdings, as a one time payment to cover Executive's costs and expenses for his relocation to Company's place of business.

1.11 No Other Compensation. Except as expressly provided in Sections 1.4 through 1.10, and under Section 4 below, Executive shall not be entitled to any other compensation or benefits for services to the Company in any capacity and for services as an officer, director, employee and consultant for Company's subsidiaries, affiliates and joint ventures.

2. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's employment by and service to the Company before, during and, if applicable, after the Employment Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's employment use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such employment, directly or indirectly, he will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's employment shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's employment, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's continued

employment with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit "A", and incorporated herein by this reference.

3. Non-Competition; Non-Solicitation.

3.1 Non-Compete. The Executive hereby covenants and agrees that during the term of this Agreement and, in the event of (a) Voluntary Termination (as defined below), or (b) termination by Company for Cause (as defined below) or Misconduct (as defined below), or (c) the expiration of the Employment Term as a result of Executive giving Company a Non-Renewal Notice for a period of one year following the end of the Employment Term, the Executive will not, without the prior written consent of the Company, directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 3.1, (i) "Competing Business" means any medical or health care company, any contract manufacturer, any research laboratory or other company or entity (whether or not organized for profit) that has, or is seeking to develop, one or more products or therapies that is related to genetic testing through the use of urine specimens and (ii) "Covered Area" means all geographical areas of the United States, Italy and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

3.2 Non-Solicitation. The Executive further agrees that as long as the Agreement remains in effect and, in the event of (a) Voluntary Termination, or (b) termination by Company for Cause, Misconduct or as a result of a Non-Renewal Notice given by the Company or Executive for a period of one (1) year from its termination, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her employment with the Company and/or its affiliates.

3.3 Remedies. The Executive acknowledges and agrees that his obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of his covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 3 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and

its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 3 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

4. Termination.

4.1 By Company. The Company, acting by duly adopted resolutions of the Board, may, in its discretion and at its option, terminate the Executive's employment with or without Cause or Misconduct, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. In the event the Company desires to terminate the Executive's employment without Cause or Misconduct, the duly adopted resolutions of the Board must include the consent of at least one director appointed to the Board by the former shareholders of Xenomics, and the Company shall give the Executive not less than sixty (60) days advance written notice of such termination. Termination of Executive's employment hereunder shall be deemed to be "for Cause" in the event that Executive violates his duties under any provisions of this Agreement after there has been delivered to Executive a written demand for performance from the Company which describes the basis for the Company's belief that Executive has not substantially performed his duties. Termination of Executive's employment hereunder shall be deemed to be "for Misconduct", if Executive is found to be in material breach of the provisions of Sections 2 or 3 of this Agreement, is guilty of any felony or an act of fraud or embezzlement, is guilty of willful misconduct or gross neglect, misappropriation, concealment or conversion of any money or property of the Company, or reckless conduct which endangers the safety of other persons or property during the course of employment or while on premises leased or owned by the Company.

4.2 Involuntary Termination. "Involuntary Termination" shall mean (i) the assignment to Executive of any duties or the significant reduction of Executive's duties, either of which is materially inconsistent with Executive's position with the Company and responsibilities in effect immediately prior to such assignment, or the removal of Executive from such position and responsibilities; (ii) a material reduction by the Company in the compensation of Executive, without the Executive's written consent, as in effect immediately prior to such reduction; (iii) a material reduction by the Company in the kind or level of benefits to which Executive is entitled immediately prior to such reduction with the result that Executive's overall benefits package is significantly reduced; (iv) the relocation of Executive to a facility or a location outside the United States on a permanent basis; (v) any termination of Executive by the Company which is not effected for Misconduct, Cause or as a result of a Non Renewal Notice given by the Company or Executive, or any purported termination for Misconduct or Cause for which the grounds relied upon are determined by a court of competent jurisdiction not to be valid, unless Executive, following such purported termination, receives all compensation, including vesting of all unvested stock options and restricted stock within five business days of such determination, or (vi) the termination by Executive for Company's or Holding's violation of any material provision of this agreement, unless the grounds relied upon are determined by a court of competent jurisdiction not to be valid.

4.3 By Executive's Death or Disability. This Agreement shall also be terminated upon the Executive's death and/or a finding of permanent

physical or mental disability, such disability expected to result in death or to be of a continuous duration of no less than three (3) months, and the Executive is unable to perform his usual and essential duties for the Company.

4.4 Voluntary Termination. Executive may voluntarily terminate the Employment Term upon sixty (60) days' prior written notice for any reason; provided, however, that no further payments shall be due under this Agreement in that event except that Executive shall be entitled to any benefits due under any compensation or benefit plan provided by the Company for executives or otherwise outside of this Agreement.

4.5 Compensation on Termination.

(a) Cause or Misconduct. In the event the Company terminates Executive for Cause or Misconduct, Executive shall not be entitled to any compensation other than Base Salary accrued through the date of termination. Such termination shall also immediately cease the vesting of all outstanding unvested options and restricted stock held on the date of termination and all such unvested options shall thereupon expire.

(b) Voluntary Termination. In the event Executive resigns from the Company voluntarily, Executive shall not be entitled to any compensation other than Base Salary accrued through the effective date of his resignation.

(c) Involuntary Termination. In the event Executive is terminated by the Company due to an Involuntary Termination prior to the expiration of the Employment Term, the Company shall pay to Executive (i) the balance of Executive's Base Salary in accordance with the schedule such payments had been made during the six months preceding such termination for the remainder of the Employment Term; and (ii) twenty five percent (25%) of such balance, representing an estimate of all bonuses which would have been paid during such period, payable 60 days after such termination. In addition, the Company shall be obligated, for a period of twenty-four (24) months after any Involuntary Termination, to continue to make available to Executive and to pay for all health, dental, vision, life, dependent life, long-term disability, accidental death and dismemberment and other similar insurance plans existing on the date of Executive's termination, or to provide comparable coverage. The Company shall "gross-up" Executive for any income required to be imputed by virtue of providing the benefits set forth in the preceding sentence, such that the net economic result to Executive will be as if such benefits were provided on a tax-free basis.

(d) Death or Disability In the event of termination by reason of Executive's death and/or permanent disability, Executive or his executors, legal representatives or administrators, as applicable, shall be entitled to an amount equal to Executive's Base Salary accrued through the date of termination, plus a pro rata share of any annual bonus to which Executive would otherwise be entitled for the year during which death or permanent disability occurs.

5. Guarantee by Holding. Holding hereby unconditionally and irrevocably guarantees to Executive the timely payment and performance by Company of all

payments under this Agreement as they becomes due. Holding acknowledges, covenants and agrees that this guaranty shall survive the termination of the Agreement and shall continue in full force and effect with respect to any of Company's obligations hereunder which are not performed upon and which survive the termination of this Agreement.

6. General Provisions.

6.1 Modification; No Waiver. No modification, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. Failure of any party at any time to enforce any provisions of this Agreement or any rights or to exercise any elections shall in no way be considered to be a waiver of such provisions, rights or elections and shall in no way affect the validity of this Agreement. The exercise by any party of any of its rights or any of its elections under this Agreement shall not preclude or prejudice such party from exercising the same or any other right it may have under this Agreement irrespective of any previous action taken.

6.2 Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to: Xenomics
6034 Monterey Ave.
Richmond, CA 94805
Attn: President

with a required copy to:

Dirk Michels, Esq.
Kirkpatrick & Lockhart LLP
Four Embarcadero Center, 10th Floor
San Francisco, CA 94111

If to Executive, to: Samuil Umansky
6034 Monterey Avenue
Richmond, CA 94805

Or to such other names or addresses as the Company or Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.4 Further Assurances. Each party to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

6.5 Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, then such illegal or unenforceable provision shall be modified by the proper court or arbitrator to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement shall be given effect separately from the provisions or portion thereof determined to be illegal or unenforceable and shall not be affected thereby.

6.6 Successors and Assigns. Executive may not assign this Agreement without the prior written consent of the Company. The Company may assign its rights without the written consent of Executive, so long as the Company or its assignee complies with the other material terms of this Agreement. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company, and the Executive's rights under this Agreement shall inure to the benefit of and be binding upon his heirs and executors. The Company's subsidiaries and controlled affiliates shall be express third party beneficiaries of this Agreement.

6.7 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.8 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile with original signatures to follow.

[SIGNATURE PAGE FOLLOWS]

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

"COMPANY:" Xenomics,
a California Corporation

By: /s/ L. David Tomei
---
Name: L. David Tomei
Title: Chief Executive Officer

"EXECUTIVE:" /s/ Samuil Umansky
---
Samuil Umansky

"HOLDING:" Used Kar Parts, Inc.,
a Florida Corporation

By: /s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President

Exhibit A

Confidentiality Agreement and Inventions Agreement

Exhibit 99.4

# CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") dated effective as of June 24, 2004 is made and entered into by and among L. David Tomei, an individual (the "Consultant"), Xenomics, a company incorporated under the laws of the state of California (the "Xenomics"), and, and Used Kar Parts, Inc., a company incorporated under the laws of the state of Florida ("Holding," and, collectively with Xenomics "Company").

In consideration of the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Consulting Services. The Company hereby engages Consultant to provide certain consulting services to the Company upon request of management from time to time and Consultant hereby accepts such engagement and agrees to perform Consultant's duties and responsibilities in accordance with the terms and conditions hereinafter set forth.

1.1 Duties and Responsibilities. Consultant shall serve as co-Chairman of the Board of Directors of the Company. During the Consulting Term (as defined below), Consultant shall perform all duties and accept all responsibilities incident to such position and other appropriate duties as may be assigned to Consultant by the Company's Board of Directors from time to time including service as an officer, director, employee or consultant for Company's subsidiaries, affiliates and joint ventures.

1.2 Consulting Term. The term of this Agreement shall commence as of June 24, 2004 (the "Effective Date") and shall continue for 36 months, unless earlier terminated in accordance with Section 4 hereof. The term shall be automatically renewed for successive one (1) year periods until the Consultant or the Company delivers to the other party a written notice of their intent not to renew the "Consulting Term," (a "Non-Renewal Notice") such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective "Consulting Term" as that term is defined below. The period commencing as of the Effective Date and ending 36 months thereafter or such later date (the "Expiration Date") to which the term of this Agreement shall have been extended by mutual written agreement is referred to herein as the "Consulting Term."

1.4 Consulting Fee. From the Effective Date until the earlier of (a) the date Company, directly or through Holding or any direct or indirect majority owned subsidiary of Holding, has received equity or debt financing yielding net proceeds of not less than One Million Dollars ($1,000,000), or (b) eight (8) months after Effective Date (the "Increase Date"), the Company shall pay Consultant a consulting fee (the "Base Consulting Fee") at the annual rate of $135,000 (U.S.), payable at such times as the Company customarily pays its senior level executive officers (but in any event no less often than monthly). Commencing on the Increase Date, the Consulting Fee shall be increased to an annual rate of $175,000 (U.S.).

1.5 Incentive Fee. In addition to the Base Consulting Fee Consultant shall be eligible to earn a cash bonus of up to fifty (50%) of his Consulting Fee for each twelve-month period during the Consulting Term ("Annual Bonus") at the discretion of the Company's Board of Directors, or if the Board organizes a compensation committee, such committee (the "Committee"). Within three (3) months after the Effective Date, the Board or the Committee shall agree upon a bonus schedule that provides the goals and targets required for Consultant to earn the Annual Bonus, including the achievement of certain development, approval, publishing, and revenue goals.

1.6 Options. Consultant shall be eligible to participate in the Stock Option Plan of Holding (the "Plan").

(a) The Board of Directors of Holding, will make an initial grant of options to the Consultant as follows:

(i) The number of option shares granted to Consultant is 1,012,500 shares of Company's common stock.

(ii) The exercise price at which Consultant can

purchase option shares is one Dollar and twenty-five cents ($1.25) per share.

(iii) The option is exercisable only to the extent vested in accordance with the schedule set forth in paragraph 1.6(a)(iv), below, and the Plan.

(iv) The first day that option shares commence to vest is the Effective Date. Option shares shall vest in accordance with the following schedule:

253,125 option shares shall vest on the first anniversary of the Effective Date;

303,750 option shares shall vest on the second anniversary of the Effective Date; and

455,625 option shares shall vest on the third anniversary of the Effective Date.

(v) The option shall expire, and be of no further force or effect, on the earlier of the tenth anniversary of the Effective Date or, except in the event of Involuntary Termination, four years after Consultant ceases to serve as a Consultant to the Company under this Agreement.

(b) In the event of the termination of this Agreement as a result of Involuntary Termination (as defined below), any outstanding stock options or restricted stock held by Consultant under the Plan, Company's stock option

plans, and under the stock options plans of corporations that have merged with or into the Company shall automatically have its vesting accelerated (including, for restricted stock, accelerated lapse of a right of repurchase by the Company) in addition to any portion of the option or restricted stock vested prior to the date of termination.

1.7 No Other Compensation. Except as expressly provided in Sections 1.4 through 1.6, and under Section 4 below, Consultant shall not be entitled to any other compensation or benefits for services to the Company in any capacity and for services as an officer, director, employee and consultant for Company's subsidiaries, affiliates and joint ventures.

2. Confidential Information. Consultant recognizes and acknowledges that by reason of Consultant's engagement by and service to the Company before, during and, if applicable, after the Consulting Term, Consultant will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Consultant acknowledges that such Confidential Information is a valuable and unique asset of the Company and Consultant covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Consultant's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Consultant's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Consultant also covenants that at any time after the termination of such engagement, directly or indirectly, he will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Consultant or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Consultant to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Consultant's possession during the course of Consultant's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Consultant shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Consultant's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Consultant's engagement, the Consultant agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Consultant's possession. As a condition of Consultant's continued engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Consultant's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit "A", and incorporated herein by this reference.

3. Non-Competition; Non-Solicitation.

3.1 Non-Compete. The Consultant hereby covenants and agrees that during the term of this Agreement and, in the event of (a) Voluntary Termination (as defined below), (b) termination by Company for Cause (as defined below) or Misconduct (as defined below), or (c) the expiration of the Consulting Term as a result of a Non-Renewal Notice for a period of one year following the end of the Consulting Term, the Consultant will not, without the prior written consent of the Company, directly or indirectly, on his own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, consultant, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 3.1, (i) "Competing Business" means any medical or health care company, any contract manufacturer, any research laboratory or other company or entity (whether or not organized for profit) that has, or is seeking to develop, one or more products or therapies that is related to genetic testing through the use of urine specimens and (ii) "Covered Area" means all geographical areas of the United States, Italy and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Consultant may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

3.2 Non-Solicitation. The Consultant further agrees that as long as the Agreement remains in effect and, in the event of (a) Voluntary Termination (as defined below), or (b) termination by Company for Cause (as defined below), Misconduct (as defined below) or the expiration of the Term as a result of a Non-Renewal Notice for a period of one (1) year from its termination, the Consultant will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave his or her engagement with the Company and/or its affiliates.

3.3 Remedies. The Consultant acknowledges and agrees that his obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Consultant expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Consultant of his covenants and agreements set forth herein. Accordingly, the Consultant agrees and acknowledges that any such violation or threatened violation of this Section 3 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 3 or the continuation of any such breach by the Consultant without the necessity of proving actual damages.

4. Termination.

4.1 By Company. The Company, acting by duly adopted resolutions of the Board, may, in its discretion and at its option, terminate the Consultant's engagement with or without Cause or Misconduct, and without prejudice to any other right or remedy to which the Company or Consultant may be entitled at law or in equity or under this Agreement. In the event the Company desires to terminate the Consultant's engagement without Cause or Misconduct, the duly adopted resolutions of the Board must include the consent of at least one director appointed to the Board by the former shareholders of Xenomics. and the Company shall give the Consultant not less than sixty (60) days advance written notice of such termination. Termination of Consultant's engagement hereunder shall be deemed to be "for Cause" in the event that Consultant violates his duties under any provisions of this Agreement after there has been delivered to Consultant a written demand for performance from the Company which describes the basis for the Company's belief that Consultant has not substantially performed his duties. Termination of Consultant's engagement hereunder shall be deemed to be "for Misconduct", if Consultant is found to be in material breach of the provisions of Sections 2 or 3 of this Agreement, is guilty of any felony or an act of fraud or embezzlement, is guilty of willful misconduct or gross neglect, misappropriation, concealment or conversion of any money or property of the Company, or reckless conduct which endangers the safety of other persons or property during the course of engagement or while on premises leased or owned by the Company..

4.2 Involuntary Termination. "Involuntary Termination" shall mean (i) a material reduction by the Company in the compensation of Consultant, without the Consultant's written consent, as in effect immediately prior to such reduction; (ii) any termination of Consultant by the Company which is not effected for Misconduct, Cause or as a result of the expiration of the Term as a result of a Non-Renewal Notice, or any purported termination for Misconduct or Cause for which the grounds relied upon are determined by a court of competent jurisdiction not to be valid, unless Consultant, following such purported termination, receives all compensation, including vesting of all unvested stock options and restricted stock within five business days of such determination, or (iii) the termination by Consultant for Company's or Holding's violation of any material provision of this agreement, unless the grounds relied upon are determined by a court of competent jurisdiction not to be valid.

4.3 By Consultant's Death or Disability. This Agreement shall also be terminated upon the Consultant's death and/or a finding of permanent physical or mental disability, such disability expected to result in death or to be of a continuous duration of no less than three (3) months, and the Consultant is unable to perform his usual and essential duties for the Company.

4.4 Voluntary Termination. Consultant may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason; provided, however, that no further payments shall be due under this Agreement in that event except that Consultant shall be entitled to any benefits due under any compensation or benefit plan provided by the Company for Consultants or otherwise outside of this Agreement.

4.5 Compensation on Termination.

(a) Cause or Misconduct. In the event the Company terminates Consultant for Cause or Misconduct, Consultant shall not be entitled to any compensation other than Base Consulting Fee accrued through the date of termination. Such termination shall also immediately cease the vesting of all outstanding unvested options and restricted stock held on the date of termination and all such unvested options shall thereupon expire.

(b) Voluntary Termination. In the event Consultant resigns from the Company voluntarily, Consultant shall not be entitled to any compensation other than Base Consulting Fee accrued through the effective date of his resignation.

(c) Involuntary Termination. In the event Consultant is terminated by the Company due to an Involuntary Termination prior to the expiration of the Engagement Term, the Company shall pay to Consultant (i) the balance of Consultant's Base Consulting Fee in accordance with the schedule such payments had been made during the six months preceding such termination for the remainder of the Consulting Term; and (ii) twenty five percent (25%) of such balance, representing an estimate of all bonuses which would have been paid during such period, payable 60 days after such termination.

(d) Death or Disability In the event of termination by reason of Consultant's death and/or permanent disability, Consultant or his executors, legal representatives or administrators, as applicable, shall be entitled to an amount equal to Consultant's Base Consulting Fee accrued through the date of termination, plus a pro rata share of any annual bonus to which Consultant would otherwise be entitled for the year during which death or permanent disability occurs.

5. Guarantee by Holding. Holding hereby unconditionally and irrevocably guarantees to Consultant the timely payment and performance by Company of all payments under this Agreement as they becomes due. Holding acknowledges, covenants and agrees that this guaranty shall survive the termination of the Agreement and shall continue in full force and effect with respect to any of Company's obligations hereunder which are not performed upon and which survive the termination of this Agreement.

6. General Provisions.

6.1 Modification; No Waiver. No modification, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. Failure of any party at any time to enforce any provisions of this Agreement or any rights or to exercise any elections shall in no way be considered to be a waiver of such provisions, rights or elections and shall in no way affect the validity of this Agreement. The exercise by any party of any of its rights or any of its elections under this Agreement shall not preclude or prejudice such party from exercising the same or any other right it may have under this Agreement irrespective of any previous action taken.

6.2 Notices. All notices and other communications required or permitted hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail as follows (provided that notice of change of address shall be deemed given only when received):

| | |
|---|---|
| If to the Company, to: | Xenomics<br>6034 Monterey Ave.<br>Richmond, CA 94805<br>Attn: President |
| with a required copy to: | Dirk Michels, Esq.<br>Kirkpatrick & Lockhart LLP<br>Four Embarcadero Center, 10th Floor<br>San Francisco, CA 94111 |
| If to Consultant, to: | L. David Tomei<br>3018 California Street<br>San Francisco, CA 94115 |

Or to such other names or addresses as the Company or Consultant, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

6.4 Further Assurances. Each party to this Agreement shall execute all instruments and documents and take all actions as may be reasonably required to effectuate this Agreement.

6.5 Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, then such illegal or unenforceable provision shall be modified by the proper court or arbitrator to the extent necessary and possible to make such provision enforceable, and such modified provision and all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement shall be given effect separately from the provisions or portion thereof determined to be illegal or unenforceable and shall not be affected thereby.

6.6 Successors and Assigns. Consultant may not assign this Agreement without the prior written consent of the Company. The Company may assign its rights without the written consent of Consultant, so long as the

Company or its assignee complies with the other material terms of this Agreement. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company, and the Consultant's rights under this Agreement shall inure to the benefit of and be binding upon his heirs and executors. The Company's subsidiaries and controlled affiliates shall be express third party beneficiaries of this Agreement.

6.7 Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

6.8 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile with original signatures to follow.

[SIGNATURE PAGE FOLLOWS]

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

"COMPANY:"

Xenomics,
a California Corporation

By: /s/ Samuil Umansky
---
Name: Samuil Umansky
Title: President

"CONSULTANT:"

/s/ L. David Tomei
---
L. David Tomei

"HOLDING:"

Used Kart Parts,Inc.,
a Florida Corporation

By: /s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President

Exhibit A

Confidentiality Agreement and Inventions Agreement

Exhibit 99.5

# VOTING AGREEMENT

This VOTING AGREEMENT (the "Agreement") is entered into effective as of June 24, 2004, (the "Effective Date") by and among USED KAR PARTS, INC., a Florida corporation (the "Company"), the parties listed in Exhibit A hereto (collectively, the "Xenomics Shareholders"), the parties listed in Exhibit B hereto (collectively, the "Original Shareholders"), the parties listed in Exhibit C hereto (collectively, the "Investors") with reference to the facts and circumstances set forth in the Recitals below:

## RECITALS

A. The Original Shareholders are the holders of all of the outstanding and unregistered shares of the Company's common stock

B. Company and the Xenomics Shareholders are parties to that certain Securities Exchange Agreement ("Exchange Agreement") of even date herewith (to which this Agreement is annexed as Exhibit F) pursuant to which Company will acquire all of the issued and outstanding shares of Xenomics' capital stock from the Xenomics Shareholders in exchange for issuance of shares of Company's common stock to the Xenomics Shareholders. Following the closing of the transactions contemplated under the Exchange Agreement, Xenomics will be UKP's wholly owned subsidiary.

C. As of the Effective Date, the Investors have purchased shares of the Company's common stock.

D. Section 6.12 of the Exchange Agreement provides that, as a condition to the closing of the transactions contemplated under the Exchange Agreement, the Company, the Original Shareholders, the Investors, and the Xenomics Shareholders shall have entered into a voting agreement providing that the Xenomics Shareholders shall have the right to elect at least 1/3 and not less than 2 of the authorized members of the Company's Board of Directors.

E. The Company, the Original Shareholders, and the Investors now desire to enter into this Voting Agreement with the Xenomics Shareholders and the Original Shareholders and the Investors wish to agree with the Xenomics Shareholders as to the composition of the Company's Board of Directors.

## AGREEMENT

NOW, THEREFORE, in consideration of the Exchange Agreement, the above Recitals, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Agreement to Vote.

1.1 Voting of Shares.During the term of this Voting Agreement, the Original Shareholders and the Investors agree to vote all of the shares of

the Company's common stock now or hereafter owned by them, whether beneficially or otherwise (collectively, hereinafter referred to as the "Voting Shares"), at any regular or special meeting of shareholders of the Company, or, in lieu of any such meeting, to give their written consent, or to vote their respective Voting Shares in any other manner permitted by applicable law in the election or removal of directors of the Company as provided in this Voting Agreement.

1.2 Designation of Xenomics Directors. The Original Shareholders and the Investors hereby agree that, as long the Xenomics Shareholders own the aggregate of 752,667 shares of the Company's capital stock, a majority-in-interest of the Xenomics Shareholders shall have the right (a) (i) if the number of directors then constituting the entire Company's Board of Directors (the "Board") is more than 7, to designate one-third (1/3), of the members of the Board (each, a "Xenomics Director," and, collectively, the "Xenomics Directors"), it being understood that, in the event the number of directors constituting the Board is not dividable by the number three (3), that Xenomics shall have the right to designate the number of Xenomics Directors that equals one-third (1/3) of the next lower number that is dividable by three (3), (ii) if the number of directors constituting the entire board is between 5 and 7, to designate 2 Xenomics Directors, and (iii) if the number of directors constituting the entire board is less than 5, one (1) Xenomics Director and 1 non-voting Board observer, who shall have equal rights to receive notices of and attend meetings of the Board ("Xenomics Observer"); (b) to remove any Xenomics Director or Xenomics Observer with or without cause and to designate one new Xenomics Director in any removed Xenomics Director's place, and one new Xenomics

Observer in any removed Xenomics Observer's place; and (c) to appoint a replacement in the event a Xenomics Director or Observer resigns. The members of the Board, as of the effective date of this Agreement, are: L. David Tomei, Samuil Umansky, Christoph Bruening, Donald Picker and Gary Jacobs, it being recognized that Mr. Tomei and Mr. Umansky are the initial Xenomics Directors. Gabriel Cerrone has been appointed director and co-chairman of the Board, effective as of the date of his written acceptance of this appointment.

1.3 Additional Board Observer. For so long as Gabe Cerrone (a) is not a member of the Board, and (b) holds shares of the Company's voting stock, he shall have the right to be a non-voting observer, who shall have the same right as a Board member to receive notices of and attend Board meetings.

1.4 Vote for Xenomics Director. The Original Shareholders and the Investors hereby agree to vote that number of Voting Shares as to which they have beneficial ownership sufficient to appoint, elect, remove, or replace, as the case may be, any Xenomics Director to or from the Board as may be directed by a majority-in-interest of the Xenomics Shareholders in accordance with Section 2.2 above.

2. Grant of Proxy. Should the provisions of this Voting Agreement be construed to constitute the granting of proxies, such proxies shall be deemed coupled with an interest and, to the extend permitted by law, are irrevocable for the term of this Voting Agreement.

3. Financial Management. (a)The financial affairs of the Company and Xenomics shall be supervised by an audit committee consisting solely of non-management members of the Board which shall review and approve an operating budget and material variances therefrom.

(b) The treasurer of the Company shall have the authority to appoint a non-officer signatory as a signatory for the Company and Xenomics bank accounts, provided payments in excess of $25,000 or a series of payments totally $75,000 or more during a six month period if less than $25,000 individually, shall require the signatures of both, the treasurer of the Company and such non-officer signatory.

(c) The selection and approval of a treasurer of the Company, and its chief financial and chief accounting officers shall be made by the Board by an affirmative vote of not less than the majority of the entire Board.

4. Specific Enforcement. (a) It is agreed and understood that monetary damages would not adequately compensate the Xenomics Shareholders for the breach of this Voting Agreement by the Original Shareholders or the Investors, that the Voting Agreement shall be specifically enforceable, and that any breach or threatened breach of this Voting Agreement by the Original Shareholders or the Investors shall be the proper subject of a temporary or permanent injunction or straining order. Further, each of the Original Shareholders and the Investors waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(b) It is agreed and understood that monetary damages would not adequately compensate the Original Shareholders and Investors for the breach of this Voting Agreement by the Company or Xenomics Shareholders, that the Voting Agreement shall be specifically enforceable, and that any breach or threatened breach of this Voting Agreement by the Company or Xenomics Shareholders shall be the proper subject of a temporary or permanent injunction or straining order. Further, each of the Xenomics Shareholders and the Company waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

5. Notices. Any notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery or one business day after deposit with a nationally recognized overnight delivery service. Notices to the Company shall be addressed to the Company at

Used Kar Parts, Inc.
3 West 57th Street, 8th Floor
New York, NY 10019
Attn: President

with a required copy to:

Herbert H. Sommer, Esq.
Sommer & Schneider LLP
595 Stewart Avenue, Suite 710
Garden City, NY 11530

Notices to an Original Shareholder, an Investor, or a Xenomics Shareholder shall be delivered to the address listed for such stockholder on the respective Exhibit attached hereto or at such other address as any party may designate by ten (10) days advance written notice to the other parties.

6. Termination. This Voting Agreement shall automatically terminate upon the earlier of (a) the adjudication by a court of competent jurisdiction that the Company is bankrupt or insolvent, (b) the filing of a certificate of dissolution by the Company, (c) upon the written consent of the Company and a majority of the Xenomics Shareholders, (d) upon the listing of shares of the Company's common stock on Nasdaq or a national securities exchange, or (e) on June 15, 2007.

7. Amendments and Waivers. Any term hereof may be amended and the observance of any term hereof may be waived (either generally or in particular instance and either retroactively or prospectively) only with the written consent of the Company, a majority in interest of the Xenomics Shareholders, a majority in interest of the Original Shareholders, and a majority in interest of the Investors. Any amendment or waiver so effected shall be binding upon all the parties hereto.

8. Severability. Any invalidity, illegality or unenforceability of any provision of this Agreement in any jurisdiction shall not invalidate or render illegal or unenforceable the remaining provisions hereof in such jurisdiction, provided that the remaining provisions continue to reflect the intent of the parties hereto, and shall not invalidate or render illegal or unenforceable such provision in any other jurisdiction.

9. Governing Law This Agreement shall be governed by and construed under the laws of Florida, unless the Company shall redomesticate in another jurisdiction, in which case the substantive corporate laws of such jurisdiction shall govern.

10. Counterparts. This Voting Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile is binding upon the other Party as an original. Both Parties agree that a photocopy of such facsimile may also be treated by the Parties as a duplicate original.

11. Successors and Assigns. Except as otherwise expressly provided in the voting Agreement, the provisions hereof shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. In addition to other legends that are required, either by agreement or by federal or state securities laws, each certificate representing any of the Voting Shares shall be marked by the Company with legend reading as follows:

> "THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT (A COPY OF WHICH MAY BE OBTAINED FROM THE ISSUER) AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON HOLDING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT."

12. Addition of Common Shareholders. Unless otherwise approved by the Board, prior to any sale of unregistered shares of the Company's common stock, or issuance of any new shares of the Company's common stock to any person, the Company shall require the recipient of such shares to enter into this Agreement by executing a counterpart signature page and the Company shall mark the certificate representing such shares with the legend set forth in Section 5 hereof.

13. Liability of Xenomics Shareholders. No Xenomics Shareholder shall, by reason of his, her or its ability to designate and cause the election of any member of the Board hereunder, or otherwise, be subject to any liability or obligation whatsoever with respect to the management and affairs of the Company or otherwise be or become responsible for any of the debts, liabilities or obligations of the Company.

14. Director Indemnification. In the event that any director designated under this Agreement shall be made or threatened to be made a party to any action, suit or proceeding with respect to which he may be entitled to indemnification by the Company pursuant to its corporate charter, by-laws or otherwise, such director shall be entitled to be represented in such action, suit or proceeding by counsel of such director's choice and the expenses of such representation shall be reimbursed by the Company to the extent provided in or authorized by said corporate charter, by-laws or other provision and permitted by applicable law. The Company and the other parties hereto agree not to take any action to amend any provision of the corporate charter or by-laws of the Company to delete or weaken any provision relating to indemnification or directors, as presently in effect, without the prior written consent of a majority of the Xenomics Shareholders, for so long as the Xenomics Shareholders retain the right to designate directors as provided herein.

15. Exculpation; Rights of Xenomics Shareholders. The Xenomics Shareholders shall have the absolute right to exercise or refrain from exercising any rights that Xenomics Shareholders may have by reason of this Agreement and no Xenomics Shareholder shall incur any liability to any other holder of shares of the Company as a result of such Xenomics Shareholder's exercising or refraining from exercising any such right.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

Used Kar Parts, Inc.
a Florida corporation

/s/ Christoph Bruening
---
Name: Christoph Bruening
Title: President

ORIGINAL SHAREHOLDERS:

Panetta Partners Ltd.,
a _____

/s/ Gabriele M. Cerrone
Name: Gabriele M. Cerrone
Title: President

Etruscan Mobilia Investments, Ltd.,
a _____

Name: Damian Calderbank
Title: Authorized Signatory

Hawkeye Incubator Ltd.,
a _____

Name: Natalia Patsalidou
Title: Authorized Signatory

Lazio Bioventure Ltd.,
a _____

Name: Brenda Patricia Cocksedge
Title: Authorized Signatory

SIGNATURE PAGE TO VOTING AGREEMENT CONTINUES

XENOMICS SHAREHOLDERS:

/s/ L. David Tomei
---
L. David Tomei

/s/ Samuil Umansky
---
Samuil Umansky

/s/ Hovsep S. Melkonyan
---
Hovsep S. Melkonyan

/s/ Anatoly V. Lichtenstein
---
Anatoly V. Lichtenstein

/s/ Kathryn P. Wilke
---
Kathryn P. Wilke

SIGNATURE PAGE TO VOTING AGREEMENT CONTINUES

INVESTORS:

Individual Investor:

/s/ Signatories listed below
Fimi SPA
Blenton Management
Roffredo Gaetani
Nicola Granato
R. Merrill Hunter
Mike Wilkins
Christoph Bruening
Fossil Ventures LLC

Investor that is an Entity:

_____
(Name of Entity)

By: _____
Name: _____
Title: _____

EXHIBIT A

SCHEDULE OF XENOMICS SHAREHOLDERS

| Xenomics Shareholder's Name and Address | Shares of Company's Common Stock Held by Xenomics Shareholder as of Effective Date |
|---|---|
| L. David Tomei | 938,360 |
| Samuil Umansky | 885,809 |
| Hovsep S. Melkonyan | 348,803 |
| Anatoly V. Lichtenstein | 66,689 |
| Kathryn P. Wilke | 18,340 |
| Total Xenomics Shareholders | 2,258,001 |

EXHIBIT B

SCHEDULE OF ORIGINAL SHAREHOLDERS

| Original Shareholder's Name and Address | Shares of Company's Common Stock Held by Original Shareholder as of Effective Date |
|---|---|
| Panetta Partners Ltd. | 918,858 |
| Etruscan Mobilia Investments Ltd. | 749,916 |
| Hawkeye Incubator Ltd. | 744,588 |
| Lazio Bioventure Ltd | 724,164 |
| Total Original Shareholders | 3,137,526 |

EXHIBIT C

SCHEDULE OF INVESTORS

| Investor's Name and Address | Shares of Company's Common Stock Held by Original Shareholder as of Effective Date |
|---|---|

Total Common Shares