

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

FORM 8-K

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of report (Date of earliest event reported): February 1, 2008

**INGEN TECHNOLOGIES, INC.**  
(Exact name of registrant as specified in its charter)

Georgia	000-28704	88-0429044
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(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)
35193 Avenue "A", Suite-C, Yucaipa, California		92399
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(Address of principal executive offices)		(Zip Code)
	(800) 259-9622	
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	(Registrant's telephone number, including area code)	

Not Applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

Written communications pursuant to Rule 425 under the Securities Act

(17 CFR 230.425)

Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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1.01 Entry into a Material Definitive Agreement

The Board of Directors of Ingen Technologies, Inc., in Resolution 2008.1, approved the Agreement with Progressive Int'l Holding Co. Ltd, of Hong Kong, as the exclusive distributor of Oxyview (TM) in the Peoples' Republic of China, Japan, Korea and India. The Agreement has a term of 5 years. The Board also directed that the Agreement be submitted for confidential treatment with the SEC in regard to product pricing. The Board Resolution and Agreement are included as exhibits below (99.1 and 99.2)

3.02 Unregistered Sales of Equity Securities

On July 25, 2006, we entered into a Securities Purchase Agreement with AJW Capital Partners, LLC, AJW Offshore, Ltd., AJW Qualified Partners, LLC and New Millennium Capital Partners II, LLC, whereby these investors purchased an aggregate of (i) \$2,000,000 in Callable Secured Convertible Notes and (ii) warrants to purchase 20,000,000 shares of our common stock. As part of these transactions, convertible notes were issued on June 6, 2006, July 27, 2006, August 30, 2006, January 24, 2007, March 15, 2007, April 15, 2007, May 15, 2007, June 15, 2007 and July 31, 2007. As contained in the Board of Directors Resolution of February 15, 2008 (see Exhibit 99.3 below), the following stock issuances were authorized (as a result of the conversion of said notes upon notice duly given on the same date):

One certificate for 24,250 Common Shares in the name of AJW Partners, LLC. One certificate for 3,250 Common Shares in the name of New Millennium Capital Partners II, LLC. One certificate for 147,500 Common Shares in the name of AJW Offshore, Ltd. One certificate for 75,000 Common Shares in the name of AJW Manager, LLC.

In addition, each member of the Board of Directors of the company elected on February 9, 2008, is entitled to the issuance of 100,000 common shares of company stock.

#### 5.02 Election of Directors

The company held its Annual Meeting of Shareholders on February 9, 2008. All of the directors of the company, Scott Sand, Christopher Wirth, Curt Miedema, John Finazzo, Steven O'Hara, Yong Sin Khoo and Brad Klearman were re-elected (to serve until the next Annual Meeting of Shareholders). Shareholders also ratified the appointment of Child, Van Wagoner & Bradshaw, PLLC as auditors for the fiscal year ending May 31, 2008. The meeting minutes are included as Exhibit 99.4 below.

#### 5.03 Amendments to Articles of Incorporation

The shareholders approved amendments to the company's Articles of Incorporation at the Annual Meeting on February 9, 2008. The number of authorized common shares was increased from 100,000,000 to 750,000,000. The Shareholders also authorized future amendments to the Articles of Incorporation by action without a meeting (by a majority of shareholders). The Amendments to the Articles of Incorporation are included below as Exhibit 99.5.

2

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### SIGNATURES

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

*Dated: February 22, 2008*

*Ingen Technologies, Inc.*

*By: /s/ Scott R. Sand*

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*Scott R. Sand,*  
*Chief Executive Officer and Chairman*

3

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### TABLE OF EXHIBITS

(All Exhibits have been properly signed by the parties. Original agreements are filed in our offices)

EXHIBIT NO. -----	DESCRIPTION -----
99.1	Board Resolution 2008.1
99.2	Agreement dated February 1, 2008, by and between Progressive Int'l Holding Co. Ltd. and Ingen Technologies, Inc. for the distribution of Oxyview (TM) in certain countries.
99.3	Resolution of Board of Directors dated February 15, 2008, authorizing the issuance of common shares resulting from the receipt of a notice of conversion from the 4 companies therein.
99.4	Minutes of the February 9, 2008 Annual Meeting of Shareholders of Ingen Technologies, Inc.
99.5	Articles of Amendment to the Articles of Incorporation of Ingen Technologies, Inc., dated February 12, 2008.

4

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**EXHIBIT 99.1**

**INGEN TECHNOLOGIES, INC.**

**DIRECTORS' RESOLUTION**

2008.1

BE IT KNOWN THAT, on the 8th day of February, 2008, at a duly constituted special meeting of the Directors of Ingen Technologies, Inc., the following resolution was voted and approved upon motion duly made and seconded:

Authority is granted for entry into the following agreement as transmitted herewith to the Board:

Progressive International Holding Co., Ltd. and Ingen Technologies, Inc. (for distribution of Oxyview(TM) in the Peoples' Republic of China, Japan, Korea and India); Agreement dated February 1, 2008, and modified February 5, 2008.

An 8-K shall be filed upon certification of this Resolution, with the above contract attached, as edited for confidential treatment as determined by management and counsel in accordance with SEC Rule 24B-2.

**CERTIFICATION BY SECRETARY**

I am the Secretary of Ingen Technologies, Inc. I hereby certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Directors of Ingen Technologies, Inc. on February 8, 2008 in accordance with the provisions of our Bylaws.

IN WITNESS WHEREOF, I have this 8th day of February, 2008, subscribed my name as Secretary of Ingen Technologies, Inc. and have caused the corporate seal to be affixed hereto (if such a seal exists).

\_\_\_\_\_

**Secretary of Corporation**

**WAIVER OF NOTICE (2008.1)**

The undersigned Directors of Ingen Technologies, Inc. hereby waive notice of the special Directors' meeting held on February 8, 2008. We consent to all actions taken in the meeting. Faxed and electronic signatures are as valid as original signatures hereupon, and may be signed in counterparts.

\_\_\_\_\_  
Scott R. Sand

\_\_\_\_\_  
Curt Miedema

\_\_\_\_\_  
Chris Wirth

\_\_\_\_\_  
Yong Sin Khoo

\_\_\_\_\_  
Stephen O'Hara

\_\_\_\_\_  
John Finazzo

\_\_\_\_\_  
Brad Klearman

**EXHIBIT 99.2**

**INGEN TECHNOLOGIES, INC.**

35193 Avenue A, Suite C  
Yucaipa, California 92399

**AGREEMENT**

This Agreement made effective as of this 1st day of February, 2008, by and between PROGRESSIVE INT'L HOLDING CO., LTD. a Hong Kong Corporation , further referred to as the ("Contractor") whose principal address is ROOM 605-606 ALLIANCE BLDG, 130 CONNAUGHT ROAD,CENTRAL HONG KONG, CENTRAL HONG KONG; and Ingen Technologies, Inc., A Nevada Corporation, further referred to as the ("Company"), whose principal address is 35193 Avenue A, Yucaipa, California 92399 , and is made with reference to the following.

(\*) = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS AS SHOWN, HAS BEEN OMITTED AND FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC") PURSUANT TO SEC RULE 24B-2 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED.

## RECITALS

A. The Company is a Medical Device Manufacturer, and in the business of providing medical products and services on a global basis. Said products and services are inclusive of, but not limited to, Oxyview(R); as described in Exhibit-A.

B. The Company desires to engage the services of the Contractor as its Exclusive Distributor for Peoples Republic of China, Japan, Korea and India. The Contractor agrees to purchase a minimum of 10,000 Oxyview(R) units per month. All purchases will be prepaid and accompanied by a purchase order from the Contractor.

C. The Contractor has the expertise, knowledge and resources for assisting with the sales and marketing of OxyView(TM) and OxyAlert(TM) products and agrees to and accepts to sell the OxyView(TM) products on a "best efforts" basis.

D. The Contractor is responsible for installation, training, advertising & promotion of the products for Peoples Republic of China, Japan, Korea and India.

E. The Company desires to utilize the Contractor's expertise, knowledge and other resources for developing and promoting said services as described in the above recitals for the purpose of establishing sales of Oxyview(TM) and OxyAlert(TM) products and services, and as such, the Contractor desires to accept exclusive distribution as stated.

NOW, THEREFORE, the Parties mutually agree as follows:

1. In consideration of the Contractor accepting the above recitals, the company agrees to offer the following pricing structure;

a) Oxyview(R) pricing:

The first (\*) Oxyview units at \$(\*) ea. US All other sales after the first purchase is \$(\*) ea. US

Note: The first order will be placed after the registration in China is completed.

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b) MSRP is \$(\*) US

c) The Contractor can decide on the wholesale pricing for any sub-distributors.

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2. The Company authorizes the Contractor, and any of his sub-marketing groups, to market, promote and sell the Oxyview(R) products and services. Any other products and services offered by the Company are not a part of this Agreement and may not be sold and/or marketed by the Contractor without the written permission or authorization from the Company.

3. As a part of the services specified herein, the Contractor accepts the above considerations and understands his/her rights to sell said products within the Peoples Republic of China, Japan, Korea and India. The Contractor agrees to provide his/her "best efforts" to assist with the marketing for the Oxyview(R) products and services.

4. The Company holds harmless and indemnifies the Contractor from all liabilities associated with any claims or lawsuits. The Company agrees to include the Contractor as an additionally insured party to the Company product liability insurance coverage.

5. Except for the amounts paid to the Company as stated in paragraph-1 and within the Recitals herein, neither the Company nor the Contractor shall not be entitled to other payment and/or reimbursement for expenses incurred pursuant to this Agreement. All costs and expenses incurred by either party shall be each parties own responsibility.

6. The Company agrees to provide full and proper assistance to the Contractor inclusive of product warranty, administrative support, technical support, and professional support on a best efforts basis and within regulatory guidelines and laws set forth for providing said services and without penalty to the Contractor.

7. The Contractor agrees to provide the Company with proper tax documentation and identification upon the signing of this Agreement in accordance to State and Federal tax laws.

8. The relationship between both parties created by this Agreement is that of principal ("the Company") and Exclusive Distributor ("the Contractor") in that the time spent and the professional manner in which the services are performed shall solely be the responsibility of the Contractor. However, the Contractor agrees to use their best and most diligent efforts, within all laws, to provide the resources and expertise under the terms and conditions set forth herein.

9. During the term of this Agreement the Contractor does not have the right to promote services, either directly and/or indirectly, to any entity that has a similar products as provided by the Company for the duration of this Agreement.

10. In consideration of the importance of confidentiality, non-disclosure and trade secrets, the Contractor acknowledges that during the course of this Agreement between the Company and the Contractor, the Contractor has had access to and will continue to have access to various confidential information and trade secrets consisting of compilations of information, records, specifications and trade lists, which are owned by the Company and which are regularly used in the operation of the Company's business. The Contractor specifically agrees to NOT distribute the product pricing of the Company, nor use the brand name on any of their pricing to their clients. Further, the Contractor will agree to keep confidential all material related to or made a part of this Agreement from any client, employee, associate and/or the like.

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In consideration of continued engagement through this Agreement during the period of the Agreement by the Company, the Contractor shall not disclose any of the aforesaid confidential information or trade secrets, directly or indirectly, nor use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the Contractor's engagement with the Company, but does not include information already within the public domain at the time the information is acquired by the Contractor, or information that subsequently becomes public through no act or omission of the Contractor.

In further consideration of continued engagement and during the period of the Agreement, all files, records, documents, drawings, specifications, equipment and similar items relating to the business of the Company, whether prepared by the Contractors or otherwise, coming into the Contractor's possession shall remain the exclusive property of the Company and shall not be removed from the Company's premises under any circumstances whatsoever without prior written consent of the Company.

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11. This Agreement shall continue in effect for a period of five years (5-yrs), and may be continued thereafter only by the express mutual agreement of both parties. This agreement can only be terminated by cause. One or both parties must submit, in writing, with a 30 day notice, any termination.

12. This document contains the entire Agreement of the parties relating to this Agreement and correctly sets forth the rights, duties and obligations of all parties hereto. Any prior agreements, promises, negotiations and/or representations not expressly set forth in this Agreement is of no force and effect.

13. No waiver of any term or condition of this Agreement shall be deemed or construed to be a waiver of such term or condition in the future, or of any preceding or subsequent breach of the same or any other term or condition of this or any other agreement. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party hereto.

14. No amendment or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Unless otherwise specifically set forth under a particular provision, any amendment or modification shall require the overall consent of both parties.

15. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any statute, law, ordinance, rule, order or regulation, the later shall prevail, but in such event any such provision of this Agreement shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

16. This Agreement, and all rights and obligations contained herein shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, legal and personal representatives, successors and assigns. It is also specifically agreed and understood that this Agreement shall be binding upon any successor-in-interest to the Company by way of merger, consolidation or otherwise.

17. Any controversy arising out of or in connection with this Agreement, or any amendment thereof, shall be determined and settled by arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be exclusively San Bernardino County, the State of California, USA; and any award rendered shall be final and binding on each and all of the parties thereto and their successor-in-interest, and judgment may be entered thereon in any court having jurisdiction thereon. In any such proceeding, the Arbitrator shall be and hereby is empowered to render an award directing specific performance. Each individual party shall take responsibility for obligations pertaining to costs associated with their own legal representation.

18. All notices among the parties hereto shall be in writing and shall be deemed duly served when personally delivered to another party or, in lieu of such personal service, when deposited in the United States mail, certified and return receipt requested, with first class postage prepaid thereon, addressed as set forth above, or in such other place as may be specified in any written notice given pursuant to this paragraph as the address for service of notice. All notices shall be delivered to the parties addresses as witnessed below.

Company:	Scott Sand, CEO & Chairman Ingen Technologies, Inc. 285 E. County Line Rd. Calimesa, CA 92320 (800) 259-9622 Tax ID No. 88-0429044
Contractor:	PROGRESSIVE INT'L HOLDING CO., LTD. ROOM 605-606 ALLIANCE BLDG, 130 CONNAUGHT RD CENTRAL HONG KONG, CENTRAL HONG KONG

Tel: (852)-2542-0566 Fax:(852)-2541-3284

19. This Agreement shall be governed and construed in accordance with laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above and agree to all of the terms and conditions of this Agreement set forth herein.

<i>The Contractor:</i>	
/s/ Julian Yuan	2/22/2008
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Julian Yuan, CEO	Date

<i>The Company:</i>	
/s/ Scott Sand	2/22/2008
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Scott Sand, CEO Ingen Technologies, Inc.	Date

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**EXHIBIT-A**

**Data Specification Sheet for Oxyview(R)**

OxyView(TM): Registered Trademark Serial No. 78-886168

**FDA Registration No. 3005686889**

**FDA Owner/Operator No. 9085663**

FDA Product Code: BYM

**FDA Listing No. E376132**

FDA/Department of Health Services License No. 47146

Patent(s): United States, Japan, European Communities, and People's Republic of China

Description: OxyView(TM) relates to flow meters which provide a visual signal for gas flow through a conduit. More particularly it relates to a flow meter which provides a visual cue viewable with the human eye, as to the flow of gas through a cannula which conventionally employs very low pressure and gas volume to a patient using the OxyView(TM). The device is adapted to be engaged between the nose/mouth mounted cannula and a compressed oxygen supply delivered to the cannula through a flexible conduit. It delivers an easily read confirmation of actual continuous flow and of volume of oxygen. OxyView(TM) is more advanced and more accurate than the conventional flow meters, whereas conventional flow meters typically employ a ball which translates up and down and is dependent of gravity, and must maintain a vertical position for accuracy and functionality. OxyView(TM) is patient friendly and can quickly be mounted "in-line" anywhere between the regulator and patient mask or breathing section of the cannula. Most important, the oxygen source, such as a concentrator, respiratory equipment, CPAP, gas/liquid cylinder can be placed at any distance from the patient since OxyView(TM) can be mounted close to the patient and "in-line" with the oxygen tubing. OxyView(TM) can quickly verify to the patient/caregiver the correct oxygen flow, leaks or malfunction in the regulator or respiratory equipment. OxyView is the new generation of pneumatic safety devices needed in the growing oxygen therapy market.

**Certificate of Material:**

Body - Polycarbonate (Makrolon) M2558	Interior Red Piston Paint- Printing Ink 180-PE
Cap- Polycarbonate (Makrolon) M2558	Exterior Body Hot-Stamp Paint- Foil P811N
Piston- Polystyrene DOW666D	Dimensions- 1 3/8" Length and 7/16" Diameter
Spring- 316 Stainless Steel	Total Weight- 0.128 Ounces or 3.98 grams Accessory
Rubber Bushing-PVC 2222 C-60	Range- 1-5 l/m (Model 205A)

\*\* None of these products contain any ingredients being classified toxic or flammable according to EU regulations and are all OSHA compliant. Material manufactures specifications available upon request.

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**EXHIBIT 99.3**

**INGEN TECHNOLOGIES, INC.**

35193 Avenue A, Suite C  
Yucaipa California 92399

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
INGEN TECHNOLOGIES, INC.**

The undersigned, being members of the Board of Directors of Ingen Technologies, Inc., a Georgia Corporation, do hereby declare and state that they consent to and hereby adopt the following resolutions and/or the following actions:

RESOLVED: Pursuant to the Convertible Notes Payable and Derivative Liabilities:

The Company accounts for convertible notes payable and warrants in accordance with Statement of Financial Accounting Standards (SFAS) No. 133, "ACCOUNTING FOR DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES." This standard requires the conversion feature of convertible debt be separated from the host contract and presented as a derivative instrument if certain conditions are met. Emerging Issue Task Force (EITF) 00-19, "ACCOUNTING FOR DERIVATIVE FINANCIAL INSTRUMENTS INDEXED TO AND POTENTIALLY SETTLED IN A COMPANY'S OWN STOCK" and EITF 05-2, "THE MEANING OF "CONVENTIONAL CONVERTIBLE DEBT INSTRUMENT" IN ISSUE NO. 00-19" were also analyzed to determine whether the debt instrument is to be considered a conventional convertible debt instrument and classified in stockholders' equity. The convertible notes payable issued on June 6, 2006, July 27, 2006, August 30, 2006, January 24, 2007, March 15, 2007, April 15, 2007, May 15, 2007, June 15, 2007 and July 31, 2007[A3] were evaluated and determined not conventional

convertible and, therefore, because of certain terms and provisions including liquidating damages under the associated registration rights agreement the embedded conversion option was bifurcated and has been accounted for as a derivative liability instrument. The stock warrants issued in conjunction with the convertible notes payable were also evaluated and determined to be a derivative instrument and, therefore, classified as a liability on the balance sheet. The accounting guidance also requires that the conversion feature and warrants be recorded at fair value for each reporting period with changes in fair value recorded in the consolidated statements of operations.

One certificate for 24,250 Common Shares in the name of AJW Partners, LLC. One certificate for 3,250 Common Shares in the name of New Millennium Capital Partners II, LLC. One certificate for 147,500 Common Shares in the name of AJW Offshore, Ltd. One certificate for 75,000 Common Shares in the name of AJW Manager, LLC.

Mail To: Pension Financial Services  
FBO AJW Qualified Partners, LLC  
1044 Northern Blvd., Suite 302  
Roslyn, NY 11576

The Board of Directors shall indemnify and hold harmless, Jack Donnelly individually and Executive Registrar and Transfer, Inc., located at 3615 S. Huron Street, Suite 104, Englewood, CO 80110, for any liability arising from this action.

I certify that the Corporation is duly organized and existing and has the power to take action called for by the above Resolution dated February 15, 2008.

*/s/ Scott R. Sand* *02/15/2008*  
-----  
*Scott R. Sand, CEO & Chairman* *Date*

*/s/ Thomas J. Neavitt* *02/15/2008*  
-----  
*Thomas J. Neavitt, Secretary* *Date*

Cc: *Mr. Jack Donnelly*  
*Executive Registrar and Transfer, Inc.*  
*3615 S. Huron Street, Suite 104*  
*Englewood, CO 80110*

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#### **EXHIBIT 99.4**

### **MINUTES OF THE ANNUAL MEETING OF THE STOCKHOLDERS OF INGEN TECHNOLOGIES, INC., A GEORGIA CORPORATION,**

On February 9, 2008, Ingen Technologies, Inc., a Georgia corporation, (the "Corporation") held its 2008 Annual Meeting of Stockholders.

The Corporation had filed a Definitive Schedule 14A with the United States Securities and Exchange Commission on January 29, 2008 and provided notice of the meeting to all stockholders of the Corporation. The Chairman announced that a sufficient number of votes were present in person or by proxy to constitute a quorum. Thereafter, the meeting was called to order.

Following a brief discussion of the four items on the agenda, the matters were submitted to a vote of the stockholders. Following a tabulation of the votes of the stockholders entitled to vote based upon the record date of January 2, 2008, the following results were announced.

#### **(1) ELECTION OF DIRECTORS**

The following persons were elected to serve as directors of the Corporation with 44,126,845 votes cast in favor, 0 votes against, and 0 abstentions and broker non-votes as to each nominee. The number of votes cast in favor of the directors consisted of 20,684,218 common shares and 24,275,960 preferred shares.



Scott R. Sand  
Yong Sin Khoo  
Christopher A. Wirth  
Curt A. Miedema  
Stephen O'Hara  
John Finazzo  
Brad Klearman

(2) AMENDMENT TO OUR ARTICLES OF INCORPORATION TO INCREASE THE NUMBER OF AUTHORIZED COMMON STOCK TO 750,000,000 SHARES.

The resolution to amend the Corporation's Articles of Incorporation to increase the number of authorized shares of Common Stock from 100,000,000 shares to 750,000,000 shares was approved. 44,126,845 votes cast in favor, 0 votes against, and 0 abstentions and broker non-votes as to Item 2. The number of votes cast in favor of the directors consisted of 20,684,218 common shares and 24,275,960 preferred shares.

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(3) AMENDMENT TO OUR ARTICLES OF INCORPORATION TO INCLUDE A PROVISION FOR SHAREHOLDER ACTION IN LIEU OF A MEETING BY NON-UNANIMOUS WRITTEN CONSENT.

The resolution to amend the Corporation's Articles of Incorporation to include a provision for shareholder action by majority written consent in lieu of a meeting was approved. 44,126,845 votes cast in favor, 0 votes against, and 0 abstentions and broker non-votes as to Item 3. The number of votes cast in favor of the directors consisted of 20,684,218 common shares and 24,275,960 preferred shares.

(4) RATIFICATION OF APPOINTMENT OF CHILD, VAN WAGONER & BRADSHAW, PLLC, INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS, AS OUR INDEPENDENT AUDITORS FOR THE FISCAL YEAR ENDED MAY 31, 2008.

The resolution to ratify the appointment of Child, Van Wagoner & Bradshaw, PLLC as auditors for the fiscal year ending May 31, 2008 was approved. 44,126,845 votes cast in favor, 0 votes against, and 0 abstentions and broker non-votes as to Item 4. The number of votes cast in favor of the directors consisted of 20,684,218 common shares and 24,275,960 preferred shares.

Thereafter, the meeting was adjourned.

*Dated: February 9, 2008*

*/s/ Thomas Neavitt*

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*Thomas Neavitt, Secretary*

*Attest:*

*/s/ Scott Sand*

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*Scott Sand, Chairman*

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**EXHIBIT 99.5**

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
INGEN TECHNOLOGIES, INC.**

Pursuant to the provisions of the Georgia Business Corporation Code, the undersigned corporation hereby amends its Articles of Incorporation, as amended and restated (the "Articles of Incorporation"), and for that purpose, submits the following statement:

1. The name of the corporation is: INGEN TECHNOLOGIES, INC.

2. The articles of incorporation are amended as follows:

(i) Article Three of the Articles of Incorporation is amended as follows:

3.1 The corporation has the authority to issue not more than:

(a) SEVEN HUNDRED FIFTY MILLION (750,000,000) SHARES OF COMMON STOCK OF NO PAR VALUE PER SHARE (THE "COMMON STOCK"); and

(b) Forty Million (40,000,000) shares of preferred stock of no par value per share (the "Preferred Stock") which may be issued in one or more classes or one or more series by the Board of Directors as hereinafter provided.

3.2 The shares of Common Stock shall be entitled to receive the net assets of the corporation upon dissolution and shall be entitled to one (1) vote per share on all matters and shall be entitled to receive distributions from time to time, from legally available funds, as determined by the board of directors.

3.3 The shares of Preferred Stock of the corporation may be issued from time to time in one or more classes or one or more series. The Preferred Stock shall have such voting rights, no voting rights, or such special voting rights as the Board of Directors may fix and determine in issuing such stock, and shall have rights to receive cumulative, non-cumulative, or partially cumulative dividends as the Board of Directors shall fix and determine. Moreover, the shares of Preferred Stock shall have such other rights and preferences, including, but not limited to redemption, liquidation preference, conversion, and dilution rights as may be allowed under the Georgia Business Corporation Code and set forth by the Board of Directors in writing and filed with the Georgia Secretary of State at the time such class or series is designated.

3.4 The corporation designates Forty Million (40,000,000) shares of its Preferred Stock as the Series A Convertible Preferred Stock (the "Series A") with the following rights, preferences and limitations.

(a) CLASS OR SERIES. The number of shares of Preferred Stock constituting the Series A shall be Forty Million (40,000,000).

(b) DIVIDENDS. The Series A shall not be entitled to receive any dividends from the corporation.

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(c) REDEMPTION. The corporation shall have the right, but not the obligation to redeem each share of Series A for One Dollar (\$1.00) per share.

(d) LIQUIDATION RIGHTS. In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the corporation, each share of Series A shall be entitled to receive from the assets of the corporation One Dollar (\$1.00) per share, which shall be paid or set apart before the payment or distribution of any assets of the corporation to the holders of the Common Stock or any other equity securities of the corporation.

(e) VOTING RIGHTS. Each share of Series A shall be entitled to vote on all matters with the holders of the Common Stock. Each share of Series A shall be entitled to one (1) vote. Further, the holders of the Series A voting as a class shall be entitled to elect one person to serve on the corporation's Board of Directors.

(f) CONVERSION RIGHTS. Each share of Series A shall be convertible, at the option of the holder thereof and subject to notice requirements of paragraph (f)(i) below, at any time after the date of issuance of such share into one (1) share of fully paid and non-assessable share of Common Stock.

(i) Each Series A stockholder who desires to convert into the corporation's Common Stock must provide a 65 day written notice to the corporation of their intent to convert one or more shares of Series A into Common Stock. The corporation may, in its sole discretion, waive the written notice requirement and allow the immediate exercise of the right to convert.

Before any holder shall be entitled to convert, he shall surrender the certificate or certificates representing Series A to be converted, duly endorsed or accompanied by proper instruments of transfer, at the office of the corporation or of any transfer agent, and shall give written notice to the corporation at such office that he elects to convert the same. The corporation shall, as soon as practicable thereafter, issue a certificate or certificates for the number of shares of Common Stock to which the holder shall be entitled.

The corporation shall reserve and keep available out of its authorized, but unissued Common Stock, such number of shares of Common Stock as shall from time to time be sufficient to effect conversion of the Series A.

(g) DILUTION PROTECTION. The shares of Series shall not be effected by or subject to adjustment following any change to the amount of authorized shares of Common Stock or the amount of Common Stock issued and outstanding caused by any split or consolidation of the corporation's Common Stock.

(ii) Article Eight is hereby added to the Articles of Incorporation:

**ARTICLE EIGHT**

8.1 ANY ACTION THAT IS REQUIRED OR PERMITTED TO BE TAKEN AT A MEETING OF THE SHAREHOLDERS MAY BE TAKEN WITHOUT A MEETING IF THE ACTION IS TAKEN BY PERSONS WHO WOULD BE ENTITLED TO VOTE AT A MEETING SHARES HAVING VOTING POWER TO CAST NOT LESS THAN THE MINIMUM NUMBER (OR NUMBERS, IN THE CASE OF VOTING GROUPS) OF VOTES THAT WOULD BE NECESSARY TO AUTHORIZE OR TAKE SUCH ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE WERE PRESENT AND VOTED. THE ACTION MUST BE EVIDENCED BY ONE OR MORE WRITTEN CONSENTS BEARING THE DATE OF SIGNATURE AND DESCRIBING THE ACTION TAKEN, SIGNED BY SHAREHOLDERS ENTITLED TO TAKE ACTION WITHOUT A MEETING AND DELIVERED TO THE CORPORATION FOR INCLUSION IN THE MINUTES OR FILING WITH THE CORPORATE RECORDS.

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(iii) All other provisions of the Articles of Incorporation shall remain in full force and effect.

3. The date of adoption of each amendment by the stockholders was February 9, 2008.

4. The amendment was duly approved by the shareholders in accordance with the provisions of Code Section 14-2-1003.

Date: February 12, 2008

**INGEN TECHNOLOGIES, INC.**

*By: /s/ Scott R. Sand*

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*Name: Scott R. Sand*

*Title: Chief Executive Officer and  
Chairman of the Board of Directors*