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XHALE DIAGNOSTICS, INC.

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**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
XHALE DIAGNOSTICS, INC.**

XHALE DIAGNOSTICS, INC., a Florida corporation (the "Corporation"), hereby certifies as follows:

I. The Articles of Incorporation of the Corporation are hereby amended by adding a new Article IV(A) to follow the present form of Article IV of the Articles of Incorporation as follows:

"ARTICLE IV(A)

Capital Stock Co-sale and Drag-along Provisions

1. Right of Co-Sale.

If at any time prior to an initial public offering of the Corporation's stock any shareholder or group of shareholders (the "Disposing Shareholders") propose to sell, within a two (2) year period in any one or more private transactions, capital stock of the Corporation which, in the aggregate, represents more than 50% of the outstanding capital stock of the Corporation on a fully diluted basis to any one or more third parties, the Disposing Shareholders shall provide written notice of the proposed sale to each holder of capital stock other than the Disposing Shareholders (each a "Co-Seller"). Each Co-Seller shall have the right to participate in such sale with respect to the shares of capital stock held by such Co-Seller, provided that if such capital stock is convertible preferred stock, such Co-Seller shall have the right to participate on an as converted basis into shares of common stock (hereinafter, "on an as converted basis"), in each case on a pro rata basis for the same consideration per share and otherwise on the same terms as the Disposing Shareholders. In the event the purchaser does not want to purchase the additional shares of the Co-Sellers, the number of shares to be sold to the third party(ies) by the Disposing Shareholders shall be reduced by the number of shares to be sold by Co-Sellers that have exercised their right of co-sale. A Co-Seller shall provide written notice (the "Co-Sale Notice") to the Disposing Shareholders of the Co-Seller's intent to exercise his, her or its rights of co-sale, which notice shall be provided within 60 days of having received the notice from the Disposing Shareholders. The term "pro rata" as used herein means the percentage derived by dividing the aggregate shares proposed for sale by the Disposing Shareholders by the total shares owned by the Disposing Shareholders.

In connection with the co-sale, each Co-Seller shall enter into a stock purchase agreement substantially similar to the stock purchase agreement entered

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into by the Disposing Shareholders and make representations and warranties relating to such Co-Seller's ownership and authority to transfer his, her or its shares (if convertible preferred stock, on an as converted basis), the absence of any liens or encumbrances on such shares (if convertible preferred stock, on an as converted basis) and the compliance of such transfer with federal and state securities law and all other applicable laws and regulations. No Co-Seller shall be required to make any representations or warranties concerning any other shareholder or such other shareholders' ownership of shares of the Corporation's capital stock, nor shall any Co-Seller be obligated in connection with such sale to agree to indemnify or hold harmless any person for any liability for misrepresentation, breach of warranty or indemnity made by the Corporation or the Disposing Shareholders. In no event shall any Co-Seller have any liability in excess of the net proceeds received by such Co-Seller in connection with such sale.

2. Drag-Along Right.

In the event any shareholder or group of shareholders holding more than 50% of the voting capital stock of the Corporation (the "Transferring Shareholders") propose to enter into any transaction involving (a) a sale of more than 50% of the then issued and outstanding voting capital stock of the Corporation in a non-public sale; or (b) any merger, share exchange, consolidation or other reorganization or business combination of the Corporation immediately after which a majority of the directors of the surviving entity is not comprised of persons who were directors of the Corporation immediately prior to such transaction or after which persons who hold a majority of the voting capital stock of the surviving entity are not persons who held a majority of the voting capital stock of the Corporation immediately prior to such transaction (a "Change in Control Transaction"), the Transferring Shareholders may require that each shareholder other than the Transferring Shareholders (each, a "Drag Along Seller") be required to sell to such third party (if convertible securities, on an as converted basis) (a "Drag Along Sale"), upon the same terms and conditions provided to the Transferring Shareholders and as a condition to such sale by such Transferring Shareholders, that number of shares (if convertible securities, on an as converted basis) held by such Drag Along Seller bearing the same ratio as the total shares to be sold or transferred by the Transferring Shareholders bear to the total shares owned by all of the Transferring Shareholders. Notwithstanding the foregoing, in no event shall the Transferring Shareholders be able to require a Drag Along Seller to make a Drag Along Sale, if such Drag Along Seller holds convertible securities and the purchase price per share on an as converted basis is less than the conversion price then in effect for such convertible securities.

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The Transferring Shareholders shall deliver to each Drag Along Seller written notice (the "Drag Along Notice") of any sale to be made pursuant hereto, which notice shall set forth the price per share (if convertible securities, on an as converted basis) to be paid by the third party and the other terms and conditions, if any, of such transaction. Pending consummation of the Drag Along Sale, the Transferring Shareholders shall promptly notify each Drag Along Seller of any changes in the proposed timing for the Drag Along Sale and any other material developments in connection therewith.

In connection with a Drag Along Sale, each Drag Along Seller shall enter into a transaction agreement substantially similar to the transaction agreement entered into by the Transferring Shareholders and make representations and warranties relating to such Drag Along Seller's ownership and authority to transfer his, her or its shares (if convertible securities, on an as converted basis), the absence of any liens or encumbrances on such shares (if convertible securities, on an as converted basis) and the compliance of such transfer with federal and state securities law and all other applicable laws and regulations. No Drag Along Seller shall be required to make any representations or warranties concerning any other shareholder or such other shareholders' ownership of shares of the capital stock of the Corporation, nor shall any Drag Along Seller be obligated in connection with such sale to agree to indemnify or hold harmless any person for any liability for misrepresentation, breach of warranty or indemnity made by the Corporation or the Transferring Shareholders. In no event shall any Drag Along Seller have any liability in excess of the net proceeds received by such Drag Along Seller in connection with such sale."

II. The foregoing amendment shall become effective as of the date of filing with the Florida Department of State, Division of Corporations.

III. The amendment recited in Section 1 above has been duly adopted in accordance with the provisions of §§607.0821, .0704 and .1003, Florida Statutes, on August 14, 2006, the written action to amend the Corporation's Articles of Incorporation having been approved by the holders of a majority of the issued and outstanding shares of the Corporation's common stock, representing sufficient votes to authorize such action. The Corporation has no voting groups other than the above referenced common stock shareholders.

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to be prepared under the signature of its President this 15 day of August, 2006.

XHALE DIAGNOSTICS, INC.

By: /S/ Richard R. Allen

Richard R. Allen, President

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