

## EXHIBIT-16

Debt wrap agreement with JSJ Investments, Inc. dated June 17, 2009. Under the terms of this agreement, our CEO Scott R. Sand, assigned \$565,000 in debt owed to him by the Company to JSJ. The terms of the debt were modified to allow JSJ to convert the debt into common stock at a 50% discount of the average three-deep bid on the day of conversion. JSJ then paid Mr. Sand the amount of the debt originally assigned and Mr. Sand loaned this money back to the Company.

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**WRAP-AROUND AGREEMENT**

*By and Between:*

**INGEN TECHNOLOGIES, INC, AS ISSUER;**

*AND*

**SCOTT SAND AS AFFILIATE;**

*AND*

**JSJ INVESTMENTS INC. AS INVESTOR**

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Dated this: June 17, 2009

*WHEREAS*, the Issuer desires to fulfill debt obligations owed to Affiliate in the principal amount of \$565,000.00 (Five Hundred Sixty Five Thousand Dollars) owed from April 2, 2007;

*WHEREAS*, the Issuer owes the Affiliate \$565,000.00 (Five Hundred Sixty Five Thousand Dollars) owed from accrued wages owed to the Affiliate from the Issuer, secured by a loan document;

*WHEREAS*, the Issuer does not have the disposable cash to satisfy those obligations;

*WHEREAS*, the Issuer and the Affiliate are willing to act as surety to the fulfillment of the debt assignment as a material inducement;

*WHEREAS*, the Investor desires to modify the existing debt structure with new terms and conditions, which reasonable terms and conditions are hereby agreed to by the Issuer and the Affiliate as a material inducement;

*WHEREAS*, to effectuate this understanding, and facilitate in the mechanizations of the new terms and conditions, the parties agree to enter this Wrap-Around Agreement;

*WHEREAS*, the original Debt instrument, as defined below, shall be incorporated herein by reference; Schedule A, *Resolution of Authority*, Schedule B, *Promissory Note*, is annexed hereto and incorporated herein.

*NOW WHEREFORE* the following terms and conditions are hereby agreed to:

1. **Assignment of Debt**- The affiliate hereby assigns the debt to the Investor from the inception of the debt, together with unpaid principal and unpaid accrued interest thereon;

- 1.1.1. The Issuer hereby accepts said assignment to the Investor;

- 1.1.2. As consideration for the assignment, the Investor hereby renders the consideration of \$565,000.00 (Five Hundred Sixty Five Thousand Dollars) in the form of a Note; *See* Schedule B
  - 1.1.3. The terms of the Note are to be payable within 12 months, but under no circumstances shall the Note be satisfied except subject to ¶2.3 Modification 3, *Call Provisions*, hereunder.
  - 1.1.4. The Debt consists of \$565,000.00 (Five Hundred Sixty Five Thousand Dollars) owed from accrued wages owed to the Affiliate from the Issuer, secured by a loan document; April 2, 2007 (the “Debt”);
  - 1.1.5. The Issuer hereby agrees, acknowledges, consents and stipulates, that full consideration has been rendered for said Debt and hereby waives any and all objections thereto;
  - 1.1.6. The terms of the Debt are substantially similar to a line of credit in so much as:
  - 1.1.7. The term of the Debt is ongoing until satisfied;
  - 1.1.8. The Payment of the Debt shall be the amortization of the Debt, plus any Additional Debt, plus Interest thereon, accrued from the relevant period(s) in to a three year payment structure;
  - 1.1.9. Additional Consideration may come on an ongoing basis between the Investor, Affiliate, and the Issuer and accrued as Debt, subject to work-out between all parties.
  - 1.4 THE ISSUER AND THE AFFILIATE HEREBY BOTH AGREE TO BE JOINTLY AND SEVERALLY LIABLE WITH FULL RECOURSE IN THE EVENT OF DEFAULT TO INVESTOR;
2. Modification of Terms and Conditions – The terms of this wrap-Around Agreement shall govern and supersede the original Debt instrument. If at all possible, these two instruments, this wrap-Around Agreement and the original debt agreement, their terms and conditions therein, respectively, should be read in a manner whose interpretation results in a harmonious and synergistic result. Failing the harmonious interpretation, if any terms in these agreements shall be found to be irreconcilable, the terms in this instant Wrap-Around Agreement shall govern and control the Debt Instrument.
  - 2.1 *Convertibility* – The terms and conditions of the underlying Debt shall be so modified or amended as to include a convertibility provision allowing the Investor to convert into common voting stock at the price of 50 % discount of the average bid on the day of conversion.

- 2.1.1** *Fractional Conversion* – This wrap-Around Agreement shall be convertible in whole or in part into Conversion Shares. The remaining balance of the Debt shall continue to accrue interest and inure normally.
- 2.2.** *Interest Rate* – The interest rate shall be 15% per annum, compounded, applicable retroactively to the date of this agreement;
- 2.3.** *Call Provision* – The Issuer shall have the rights to repurchase all remaining Debt, plus any additional Debt at 150% of the Debt and Additional Debt, within the first year of the execution hereof, and 130% thereafter
- 2.4.** *Anti-Dilution* - The Issuer hereby represents and warrants that any issuance, modification or creation of any class of security, or the granting of any beneficial interest in a security of the Issuer that will have a net dilutive effect on the Investor, in regards to this instant Agreement, (e.g. granting an option, warrant, new issuance, preferred class convertible into common, etc.) will grant the Investor additional debt onto the Debt in pecuniary compensation of the net dilutive effect on the Investors position and interest.(“ADDITIONAL Debt”)
- 2.5.** *Default Provisions* – If the Issuer or the Affiliate Shall suffer a material adverse event, the Investor shall have the right to call for adequate assurances from both the issuer and the Affiliate reasonable and prudent as circumstances warrant. Failure to produce such adequate assurances within a reasonable period of time shall result in default.
- 2.5.1** EXAMPLES OF MATERIAL ADVERSE EVENT: a) deregistration by the Issuer, either voluntary or involuntary; b) bankruptcy, a meeting of creditors, or the consultation of an attorney regarding bankruptcy.
- 2.5.2** *Entrance in Default* – Upon a default event, the Issuer and the Affiliate shall be jointly and severally liable for the remaining Debt,
- 2.5.3.** *Default Interest* – Upon a default event, the interest rate shall be 24.99% per annum, compounded, effective retroactively since the inception of this agreement, less any converted amount, calculated as any conversion shares will be offset against the Debt nearest in time.
- 2.5.4** *Nonpayment* – any missed conversion, or several missed conversions shall constitute a default event.
- 2.6** *Denovo of Debt and Extension of Payment Period* – The Issuer hereby renews and affirms the debt as a legally binding obligation, regardless of any termination date or statute of limitation, and hereby extends the Debt for 5 years from the execution hereof, or the depletion and satisfaction of the Debt with all accrued interest thereon.

- 2.7. *Transfer Agent Irrevocable Instructions* – The Issuer hereby irrevocably instructs their Transfer Agent, current or successor, to issue said conversion shares upon request by Investor and waives all objections thereto.
- 2.8. *Demand Registration Rights* – The Issuer hereby grants the right to the Investor to register any and all issuances, past, present and future, if the Investor shall request the registration thereof and the Issuer does not comply within 30 days, nor takes reasonable steps to comply therewith within 10 days, Implied rights to the Demand registration shall include, but not be limited to:
- 2.8.1 *Limited Power of Attorney* to act as signatory for any and all registration statements.
- 2.8.2 *Recoupment of Registration Fees* – If the Investor shall invoke his rights under the demand Registration, all fees, costs, and disbursements, inclusive of attorney’s fees, shall be added onto Debt as Additional Debt.
- 2.9. *Jurisdiction and Venue* – All Parties hereto consent to the Debt instrument and resultant Wrap-Around Agreement having jurisdiction within the State of Florida, County of Seminole.
- 2.10. *Legal Opinion(s)* – The Legal Opinion(s) rendered pursuant to the terms and conditions, and resultant from this Wrap-Around Agreement, shall be construed for the entire conversion process of the Debt, should full conversion occur. Issuer and Affiliate hereby agree, acknowledge, accept, consent, and stipulate that any Legal Opinion acceptable to the Investor in a timely fashion, then the Investor shall have the right to cause to be furnished their own Legal Opinion and Issuer and Affiliates hereby waives all rights to object thereto except for blatant and generally accepted misstatements or omissions of fact, law or application thereof. The costs of the Legal Opinion shall be deducted from the funds used to purchase the first tranche.

3. **Representation and Warranties** –

- 3.1. *Issuer*- The Issuer hereby represents and warrants the following material inducements:
- 3.1.1. Hold a reserve of authorized shares for the issuance of conversion shares;
- 3.1.2. The Issuer has no objection to, and hereby waives all objections, to a reasonable legal opinion regarding the free trading nature of the conversion shares or the mechanics of the transaction;
- 3.1.3. All services constituting the Debt have been fully rendered for legitimate business purposes;
- 3.2. *Affiliate* – The Affiliate hereby represents and warrants the following material inducements;

- 3.2.1. Affiliate – The Affiliate will if necessary furnish a legal opinion regarding the free trading nature of the conversion shares and the mechanics thereof;
- 3.2.2 The services constituting the debt have been fully rendered for legitimate business purposes;

4. **Miscellaneous**

- 4.1 *Execution* – this Agreement may be executed in counterparts, each taken in conjunction equating to a fully executed agreement; facsimile and scanned signatures may be accepted in lieu of original manual signatures;
- 4.2 *Severability*-This Agreement is not severable. If any term in this Wrap-Around Agreement is found by a court of competent jurisdiction to be unenforceable, then the entire Wrap-Around Agreement shall be rescinded, the consideration proffered by the Investor shall be returned in its entirety and any conversion shares shall be forfeit.
- 4.3 *Legal fees* – Legal fees for the production of this Wrap-Around Agreement shall be deducted from the funds used to purchase the first tranche. Any legal fees spent resultant and as a proximate cause of this Wrap-around Agreement, subsequent and separate from the creation hereof, shall be borne by the Issuer and the Affiliate, which shall be inclusive of any Legal Opinion caused to be furnished by the Investor in the event the Affiliate fails to render a Legal opinion acceptable to the Investor, which acceptance thereof shall not be unreasonably withheld.
- 4.4 *Jurisdiction and Venue* –The jurisdiction and venue for this Wrap-Around agreement shall be within the state of Florida, County of Seminole.
- 4.5 *Modification* – This Wrap-Around Agreement and debt may only be modified in a writing signed by all Parties.

*NOW THEREFORE*, all the Parties hereby agree, accept, acknowledge, consent, and stipulate to the terms and conditions contained herein for the mutual promise and consideration stated herein:

“ISSUER”

“AFFILIATE”

Ingen Technologies, Inc




\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott Sand, CEO, Chairman

\_\_\_\_\_  
Scott Sand

Print Name and Title

Print Name

"INVESTOR"  
JSJ INVESTMENTS INC.

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SAMEER HIRJI, President.

**SCHEDULE A**

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

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Dated: June 17, 2009

*WHEREAS*, a meeting of the board of directors was held on the aforementioned date and the following concerns and subsequent resolutions were passed by the board of directors;

*WHEREAS*, Ingen Technologies, Inc (the Company) does not have the sufficient means to satisfy certain obligations specified in the Wrap-Around Agreement;

*WHEREAS*, the Company would like to satisfy those obligations via modification of the original terms and conditions of said obligation and the inclusion of a third party; specifically the Investor so specified in the Wrap-Around Agreement;

*NOW WHEREFORE* the Company makes the following Resolutions in furtherance thereof:

*RESOLVED* that Scott Sand is an authorized signatory and vested with the power and authority to bind the Company (referred to in the wrap-Around Agreement as the "Issuer");

*RESOLVED*, that the aforementioned party hereby bind the Company to the terms and conditions of the wrap-Around Agreement, incorporated by reference herein.

*NOW THEREFORE*, there was no further business and the meeting was adjourned.

Attested to:

A handwritten signature in black ink, appearing to be "Scott Sand", written over a horizontal line.

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Signature  
Scott Sand, CEO, Chairman  
Ingen Technologies, Inc

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SCHEDULE B – PROMISSORY NOTE

**1. Names:**

**Investor:** Sameer Hirji, President  
JSJ INVESTMENTS INC.  
2665 Villa Creek Drive, Suite 214  
Dallas, TX 75234  
403-605-1977

**Issuer/Affiliate:** Scott Sand, CEO, Chairman  
Ingen Technologies, Inc  
35193 Avenue "a" Suite C  
Yucaipa, CA 92399

**2. Promise to Pay.**

In consideration of the debt listed in the "Wrap Around Agreement" (incorporated herein by reference), permitting the Issuer to fulfill debt obligations due and owed to the Affiliate, the Investor agrees to purchase the debt due and owed the Affiliate from the Issuer for \$565,000.00 (Five Hundred Sixty Five Thousand Dollars).

**3. Principal Payment.**

Issuer will pay the principal in full on or before June 1 2010, together with any accrued interest. No interest shall accrue for the first 60 days from the date of this agreement. Outstanding principal will accrue interest at the rate of 15 % (fifteen percent) per annum.

**4. Collection Costs.**

If Investor prevails in a lawsuit to collect on this note, Issuer will pay Investor's costs and lawyers' fees in an amount the court finds to be reasonable.

**5. Notices.** All notices must be in writing. A notice may be delivered to Issuer or Investor at the address specified in section 1, above, or to a new address Issuer or Investor has designated in writing. A notice may be delivered:

(1) In person,

(2) By certified mail, or

(3) By overnight courier.

**6. Governing Law.**

This promissory note will be governed by and construed in accordance with the laws of the state of Florida.

**7. Severability.**

If any court determines that any provision of this promissory note is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: June 1, 2009

By: \_\_\_\_\_

Sameer Hirji, President  
JSJ INVESTMENTS INC.  
2665 Villa Creek Drive, Suite 214  
Dallas, TX 75234  
403-605-1977



By: \_\_\_\_\_

Scott Sand, CEO, Chairman  
Ingen Technologies, Inc  
35193 Avenue "a" Suite C  
Yucaipa, CA 92399

## EXHIBIT-17

Debt wrap agreement with Ringsport International, Inc. dated September 1, 2009. Under the terms of this agreement, our CEO Scott R. Sand, assigned \$796,423 in debt owed to him by the Company to Ringsport. The terms of the debt were modified to allow Ringsport to convert the debt into common stock at a 50% discount of the average three-deep bid on the day of conversion. Ringsport then paid Mr. Sand the amount of the debt originally assigned and Mr. Sand loaned this money back to the Company.

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**WRAP-AROUND AGREEMENT**

*By and Between:*

**INGEN TECHNOLOGIES, INC, AS ISSUER;**

*AND*

**SCOTT SAND AS AFFILIATE;**

*AND*

**RINGSPORT INTERNATIONAL, INC. AS INVESTOR**

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Dated this: September 1, 2009

*WHEREAS*, the Issuer desires to fulfill debt obligations owed to Affiliate in the principal amount of \$796,422.74 (Seven Hundred Ninety Six Thousand Four Hundred Twenty two Dollars and Seventy Four cents) owed from the following schedule;

As of November 30, 2008 the amount of debt is \$156,422.74 (Matures on May 31, 2009)

As of May 31, 2009 the amount of debt is \$75,000.00 (Matures on November 30, 2009)

As of June 15, 2009 the amount of debt is \$565,000.00 (Matures on December 15, 2009)

*WHEREAS*, the Issuer owes the Affiliate \$796,422.74 (Seven Hundred Ninety Six Thousand Four Hundred Twenty two Dollars and Seventy Four cents) owed from accrued wages owed to the Affiliate from the Issuer, secured by a loan document;

*WHEREAS*, the Issuer does not have the disposable cash to satisfy those obligations;

*WHEREAS*, the Issuer and the Affiliate are willing to act as surety to the fulfillment of the debt assignment as a material inducement;

*WHEREAS*, the Investor desires to modify the existing debt structure with new terms and conditions, which reasonable terms and conditions are hereby agreed to by the Issuer and the Affiliate as a material inducement;

*WHEREAS*, the Investor desires to pay an initial \$50,000.00 as part of the first tranche for the first debt maturity date to the Issuer on behalf of the Affiliate, and the issuer agrees to issue the required free trading shares to the investor on or before October 1, 2009;

*WHEREAS*, to effectuate this understanding, and facilitate in the mechanizations of the new terms and conditions, the parties agree to enter this Wrap-Around Agreement;

*WHEREAS*, the original Debt instrument, as defined below, shall be incorporated herein by reference; Schedule A, *Resolution of Authority*, Schedule B, *Promissory Note*, is annexed hereto and incorporated herein.

*NOW WHEREFORE* the following terms and conditions are hereby agreed to:

1. **Assignment of Debt**- The affiliate hereby assigns the debt to the Investor from the inception of the debt, together with unpaid principal and unpaid accrued interest thereon;
  - 1.1.1. The Issuer hereby accepts said assignment to the Investor;
  - 1.1.2. As consideration for the assignment, the Investor hereby renders the consideration of \$796,422.74 (Seven Hundred Ninety Six Thousand Four Hundred Twenty two Dollars and Seventy Four cents) in the form of a Note; *See* Schedule B
  - 1.1.3. The terms of the Note are to be payable within 12 months commencing on the maturity date and 12 months thereafter, but under no circumstances shall the Note be satisfied except subject to ¶2.3 Modification 3, *Call Provisions*, hereunder.
  - 1.1.4. The Debt consists of \$796,422.74 (Seven Hundred Ninety Six Thousand Four Hundred Twenty two Dollars and Seventy Four cents) owed from accrued wages owed to the Affiliate from the Issuer, secured by a loan document; April 2, 2007 (the "Debt");
  - 1.1.5. The Issuer hereby agrees, acknowledges, consents and stipulates, that full consideration has been rendered for said Debt and hereby waives any and all objections thereto;
  - 1.1.6. The terms of the Debt are substantially similar to a line of credit in so much as:
  - 1.1.7. The term of the Debt is ongoing until satisfied;
  - 1.1.8. The Payment of the Debt shall be the amortization of the Debt, plus any Additional Debt, plus Interest thereon, accrued from the relevant period(s) in to a three year payment structure;
  - 1.1.9. Additional Consideration may come on an ongoing basis between the Investor, Affiliate, and the Issuer and accrued as Debt, subject to work-out between all parties.
- 1.4 THE ISSUER AND THE AFFILIATE HEREBY BOTH AGREE TO BE JOINTLY AND SEVERALLY LIABLE WITH FULL RECOURSE IN THE EVENT OF DEFAULT TO INVESTOR;

2. **Modification of Terms and Conditions** – The terms of this wrap-Around Agreement shall govern and supersede the original Debt instrument. If at all possible, these two instruments, this wrap-Around Agreement and the original debt agreement, their terms and conditions therein, respectively, should be read in a manner whose interpretation results in a harmonious and synergistic result. Failing the harmonious interpretation, if any terms in these agreements shall be found to be irreconcilable, the terms in this instant Wrap-Around Agreement shall govern and control the Debt Instrument.
  - 2.1 **Convertibility** – The terms and conditions of the underlying Debt shall be so modified or amended as to include a convertibility provision allowing the Investor to convert into common voting stock at the price of 50 % discount of the average bid on the day of conversion.
    - 2.1.1 **Fractional Conversion** – This wrap-Around Agreement shall be convertible in whole or in part into Conversion Shares. The remaining balance of the Debt shall continue to accrue interest and inure normally.
  - 2.2. **Interest Rate** – The interest rate shall be 15% per annum, compounded, applicable retroactively to the date of this agreement;
  - 2.3. **Call Provision** – The Issuer shall have the rights to repurchase all remaining Debt, plus any additional Debt at 150% of the Debt and Additional Debt, within the first year of the execution hereof, and 130% thereafter
  - 2.4. **Anti-Dilution** - The Issuer hereby represents and warrants that any issuance, modification or creation of any class of security, or the granting of any beneficial interest in a security of the Issuer that will have a net dilutive effect on the Investor, in regards to this instant Agreement, (e.g. granting an option, warrant, new issuance, preferred class convertible into common, etc.) will grant the Investor additional debt onto the Debt in pecuniary compensation of the net dilutive effect on the Investors position and interest.(“ADDITIONAL Debt”)
  - 2.5. **Default Provisions** – If the Issuer or the Affiliate Shall suffer a material adverse event, the Investor shall have the right to call for adequate assurances from both the issuer and the Affiliate reasonable and prudent as circumstances warrant. Failure to produce such adequate assurances within a reasonable period of time shall result in default.
    - 2.5.1 **EXAMPLES OF MATERIAL ADVERSE EVENT:** a) deregistration by the Issuer, either voluntary or involuntary; b) bankruptcy, a meeting of creditors, or the consultation of an attorney regarding bankruptcy.
    - 2.5.2 **Entrance in Default** – Upon a default event, the Issuer and the Affiliate shall be jointly and severally liable for the remaining Debt,
    - 2.5.3. **Default Interest** – Upon a default event, the interest rate shall be 24.99% per annum, compounded, effective retroactively since the inception of this agreement, less any

converted amount, calculated as any conversion shares will be offset against the Debt nearest in time.

- 2.5.4 *Nonpayment* – any missed conversion, or several missed conversions shall constitute a default event.
- 2.6 *Denovo of Debt and Extension of Payment Period* – The Issuer hereby renews and affirms the debt as a legally binding obligation, regardless of any termination date or statute of limitation, and hereby extends the Debt for 5 years from the execution hereof, or the depletion and satisfaction of the Debt with all accrued interest thereon.
- 2.7. *Transfer Agent Irrevocable Instructions* – The Issuer hereby irrevocably instructs their Transfer Agent, current or successor, to issue said conversion shares upon request by Investor and waives all objections thereto.
- 2.8. *Demand Registration Rights* – The Issuer hereby grants the right to the Investor to register any and all issuances, past, present and future, if the Investor shall request the registration thereof and the Issuer does not comply within 30 days, nor takes reasonable steps to comply therewith within 10 days, Implied rights to the Demand registration shall include, but not be limited to:
  - 2.8.1 *Limited Power of Attorney* to act as signatory for any and all registration statements.
  - 2.8.2 *Recoupment of Registration Fees* – If the Investor shall invoke his rights under the demand Registration, all fees, costs, and disbursements, inclusive of attorney’s fees, shall be added onto Debt as Additional Debt.
- 2.9. *Jurisdiction and Venue* – All Parties hereto consent to the Debt instrument and resultant Wrap-Around Agreement having jurisdiction within the State of Florida, County of Seminole.
- 2.10. *Legal Opinion(s)* – The Legal Opinion(s) rendered pursuant to the terms and conditions, and resultant from this Wrap-Around Agreement, shall be construed for the entire conversion process of the Debt, should full conversion occur. Issuer and Affiliate hereby agree, acknowledge, accept, consent, and stipulate that any Legal Opinion acceptable to the Investor in a timely fashion, then the Investor shall have the right to cause to be furnished their own Legal Opinion and Issuer and Affiliates hereby waives all rights to object thereto except for blatant and generally accepted misstatements or omissions of fact, law or application thereof. The costs of the Legal Opinion shall be deducted from the funds used to purchase the first tranche.

### 3. Representation and Warranties –

- 3.1. *Issuer*- The Issuer hereby represents and warrants the following material inducements:
  - 3.1.1. Hold a reserve of authorized shares for the issuance of conversion shares;

- 3.1.2. The Issuer has no objection to, and hereby waives all objections, to a reasonable legal opinion regarding the free trading nature of the conversion shares or the mechanics of the transaction;
- 3.1.3. All services constituting the Debt have been fully rendered for legitimate business purposes;
- 3.2. *Affiliate* – The Affiliate hereby represents and warrants the following material inducements;
  - 3.2.1. *Affiliate* – The Affiliate will if necessary furnish a legal opinion regarding the free trading nature of the conversion shares and the mechanics thereof;
  - 3.2.2. The services constituting the debt have been fully rendered for legitimate business purposes;

4. **Miscellaneous**

- 4.1 *Execution* – this Agreement may be executed in counterparts, each taken in conjunction equating to a fully executed agreement; facsimile and scanned signatures may be accepted in lieu of original manual signatures;
- 4.2 *Severability*-This Agreement is not severable. If any term in this Wrap-Around Agreement is found by a court of competent jurisdiction to be unenforceable, then the entire Wrap-Around Agreement shall be rescinded, the consideration proffered by the Investor shall be returned in its entirety and any conversion shares shall be forfeit.
- 4.3 *Legal fees* – Legal fees for the production of this Wrap-Around Agreement shall be deducted from the funds used to purchase the first tranche. Any legal fees spent resultant and as a proximate cause of this Wrap-around Agreement, subsequent and separate from the creation hereof, shall be borne by the Issuer and the Affiliate, which shall be inclusive of any Legal Opinion caused to be furnished by the Investor in the event the Affiliate fails to render a Legal opinion acceptable to the Investor, which acceptance thereof shall not be unreasonably withheld.
- 4.4 *Jurisdiction and Venue* –The jurisdiction and venue for this Wrap-Around agreement shall be within the state of Florida, County of Seminole.
- 4.5. *Modification* – This Wrap-Around Agreement and debt may only be modified in a writing signed by all Parties.

*NOW THEREFORE*, all the Parties hereby agree, accept, acknowledge, consent, and stipulate to the terms and conditions contained herein for the mutual promise and consideration stated herein:

“ISSUER”

“AFFILIATE”

Ingen Technologies, Inc



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Scott Sand, CEO, Chairman

\_\_\_\_\_  
Scott Sand

Print Name and Title

Print Name

"INVESTOR"  
RINGSPOUT INTERNATIONAL, INC.

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SAMEER HIRJI, President.

**SCHEDULE A**

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

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Dated: September 1, 2009

*WHEREAS*, a meeting of the board of directors was held on the aforementioned date and the following concerns and subsequent resolutions were passed by the board of directors;

*WHEREAS*, Ingen Technologies, Inc (the Company) does not have the sufficient means to satisfy certain obligations specified in the Wrap-Around Agreement;

*WHEREAS*, the Company would like to satisfy those obligations via modification of the original terms and conditions of said obligation and the inclusion of a third party; specifically the Investor so specified in the Wrap-Around Agreement;

*NOW WHEREFORE* the Company makes the following Resolutions in furtherance thereof:

*RESOLVED* that Scott Sand is an authorized signatory and vested with the power and authority to bind the Company (referred to in the wrap-Around Agreement as the "Issuer");

*RESOLVED*, that the aforementioned party hereby bind the Company to the terms and conditions of the wrap-Around Agreement, incorporated by reference herein.

*NOW THEREFORE*, there was no further business and the meeting was adjourned.

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SCHEDULE B – PROMISSORY NOTE

**1. Names:**

**Investor:** Sameer Hirji, President  
Ringsport International, Inc.  
2665 Villa Creek Drive, Suite 214  
Dallas, TX 75234  
403-605-1977

**Issuer/Affiliate:** Scott Sand, CEO, Chairman  
Ingen Technologies, Inc  
35193 Avenue "a" Suite C  
Yucaipa, CA 92399

**2. Promise to Pay.**

In consideration of the debt listed in the "Wrap Around Agreement" (incorporated herein by reference), permitting the Issuer to fulfill debt obligations due and owed to the Affiliate, the Investor agrees to purchase the debt due and owed the Affiliate from the Issuer for \$796,422.74 (Seven Hundred Ninety Six Thousand Four Hundred Twenty two Dollars and Seventy Four cents)

**3. Principal Payment.**

Issuer will pay the principal in full on or before the following dates, together with any accrued interest. No interest shall accrue for the first 60 days from the date of this agreement. Outstanding principal will accrue interest at the rate of 15 % ( fifteen percent) per annum.

As of October 1, 2010 the amount paid should be \$156,422,74

As of November 30, 2010 the amount paid should be \$75,000.00

As of December 15, 2010 the amount paid should be \$565,000.00

**4. Collection Costs.**

If Investor prevails in a lawsuit to collect on this note, Issuer will pay Investor's costs and lawyers' fees in an amount the court finds to be reasonable.

**5. Notices.** All notices must be in writing. A notice may be delivered to Issuer or Investor at the address specified in section 1, above, or to a new address Issuer or Investor has designated in writing. A notice may be delivered:

- (1) In person,
- (2) By certified mail, or
- (3) By overnight courier.

**6. Governing Law.**

This promissory note will be governed by and construed in accordance with the laws of the state of Florida.

**7. Severability.**

If any court determines that any provision of this promissory note is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Dated: September 1, 2009

By: \_\_\_\_\_

Sameer Hirji, President  
Ringsport International, Inc.  
2665 Villa Creek Drive, Suite 214  
Dallas, TX 75234  
403-605-1977



By: \_\_\_\_\_

Scott Sand, CEO, Chairman  
Ingen Technologies, Inc  
35193 Avenue "a" Suite C  
Yucaipa, CA 92399

## EXHIBIT-18

Debt wrap agreement with Machiavelli Ltd., LLC dated October 22, 2009. Under the terms of this agreement, our CEO Scott R. Sand, assigned \$100,000 in debt owed to him by the Company to Machiavelli. The terms of the debt were modified to allow Machiavelli to convert the debt into common stock at a 40% discount bid price on the day of conversion. Machiavelli then paid Mr. Sand the amount of the debt originally assigned and Mr. Sand loaned this money back to the Company.

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**WRAP-AROUND AGREEMENT; With Schedules**

*By and Among:*

**INGEN TECHNOLOGIES, INC, AS ISSUER;**

**AND**

**SCOTT R. SAND, AS AFFILIATE;**

**AND**

**MACHIAVELLI LTD., LLC, AS INVESTOR**

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Dated this: October 22, 2009

*WHEREAS*, the Issuer desires to fulfill debt obligations owed to Affiliate in the principal amount of \$100,000.00 (One Hundred Thousand Dollars) owed from September 30<sup>th</sup>, 2008;

*WHEREAS*, the Issuer owes the Affiliate at least \$100,000.00 (One Hundred Thousand Dollars) owed from accrued wages owed to the Affiliate from the Issuer;

*WHEREAS*, the Issuer does not have the disposable cash to satisfy those obligations;

*WHEREAS*, the existing debt structure does not contain a provision allowing for its conversion into stock of the Issuer;

*WHEREAS*, the Investor desires to modify the existing debt structure with new terms and conditions, which reasonable terms and conditions are hereby agreed to by the Issuer and the Affiliate as a material inducement;

*WHEREAS*, to effectuate this understanding, and facilitate in the mechanizations of the new terms and conditions, the parties agree to enter this Wrap-Around Agreement;

*WHEREAS*, the original Debt instrument, as defined below, shall be incorporated herein by reference; Schedule A, *Resolution of Authority*, Schedule B, *Legal Opinion* are annexed hereto and incorporated herein.

*NOW WHEREFORE* the following terms and conditions are hereby agreed to:

1. Assignment of Debt - The Affiliate hereby assigns the debt to the Investor from the inception of the debt (in the amount of \$100,000; including unpaid principal and unpaid accrued interest thereon);

1.1. The Issuer hereby accepts said assignment to the Investor;

- 1.2. As consideration for the assignment, the Investor hereby tenders the consideration of \$100,000.00 (One Hundred Thousand Dollars US, "consideration") in cash, payable upon the execution of this Agreement by all parties.
  - 1.3. The instant Debt consists of \$100,000.00 (One Hundred Thousand Dollars) owed from accrued wages owed to the Affiliate from the Issuer, as of September 30<sup>th</sup>, 2008.
    - 1.3.1. The Issuer hereby agrees, acknowledges, consents and stipulates, that full consideration has been rendered for said Debt and hereby waives any and all objections thereto;
    - 1.3.2. The terms of the Debt are substantially similar to a line of credit in so much as: the term of the Debt is ongoing until satisfied;
2. Modification of Terms and Conditions – The terms of this wrap-Around Agreement shall govern and supersede the original Debt instrument or agreement. If at all possible, these two instruments, this wrap-Around Agreement and the original debt agreement, their terms and conditions therein, respectively, should be read in a manner whose interpretation results in a harmonious and synergistic result. Failing the harmonious interpretation, if any terms in these agreements shall be found to be irreconcilable, the terms in this instant Wrap-Around Agreement shall govern and control the Debt Instrument.
- 2.1 *Convertibility* – The terms and conditions of the underlying Debt are hereby modified or amended to include a convertibility provision allowing the Investor to convert the debt into common voting stock at the price of \$0.00198 per share (40% discount of today's bid price of \$0.0033; rounded to 50 million shares).
- 2.2 *Anti-Dilution* - The Issuer hereby represents and warrants that any issuance, modification or creation of any class of security, or the granting of any beneficial interest in a security of the Issuer that will have a net dilutive effect on the Investor, in regards to this instant Agreement, (e.g. granting an option, warrant, new issuance, preferred class convertible into common, etc.) will grant the Investor additional debt onto the Debt in pecuniary compensation of the net dilutive effect on the Investors position and interest ("ADDITIONAL Debt").
- 2.3 *Default Provisions* – If the Issuer or the Affiliate suffers a material adverse event, the Investor shall have the right to call for adequate assurances from both the issuer and the Affiliate reasonable and prudent as circumstances warrant. Failure to produce such adequate assurances within a reasonable period of time shall result in default.
- 2.3.1 MATERIAL ADVERSE EVENTS: a) deregistration by the Issuer, either voluntary or involuntary; b) bankruptcy filing, c) failure to convert any portion of debt to shares.
  - 2.3.2 Entrance in Default – Upon a default event, the Issuer and the Affiliate shall be jointly and severally liable for the repayment of consideration not as then converted to stock and sold by Investor.

2.3.3. *Default Interest* – Upon a default event, the interest rate shall be 12% per annum, compounded, effective retroactively since the inception of this agreement, less any converted amount.

2.4 *Denovo of Debt and Extension of Payment Period* – The Issuer hereby renews and affirms the debt as a legally binding obligation, regardless of any termination date or statute of limitation, and hereby extends the Debt for 5 years from the execution hereof, or to the depletion and satisfaction of the Debt with all accrued interest thereon, if any.

2.5 *Transfer Agent Irrevocable Instructions* – The Issuer hereby irrevocably instructs its Transfer Agent, current or successor, to issue said conversion shares upon request by Investor and waives all reasonable objections thereto.

2.6 *Jurisdiction and Venue* – All Parties hereto consent to the underlying Debt instrument or agreement and resultant Wrap-Around Agreement (and Schedules) having jurisdiction within the State of California, County of San Bernardino.

2.7 *Legal Opinion* – The Legal Opinion rendered pursuant to the terms and conditions, and resultant from, this Wrap-Around Agreement, shall be construed for the entire conversion process of the Debt, and shall be substantially as contained in Schedule B hereto. The Legal Opinion is not effective until the authoring counsel has determined that all requirements of Rule 144 of the SEC have been met with respect to this transaction. The cost of the Legal Opinion shall be paid by Investor.

2.8 *Option* – Investor has the option to double the amount of investment herein within \_\_\_ days of the signing of this Agreement. Additional seasoned debt will be added as required (the total of debt owed by Issuer to Affiliate as of September 30, 2008 is \$180,575). The share price shall be 35% of the average of the previous 10 days ending price (from the date of written notice of exercise of the option is actually received by the Issuer and Affiliate). Time is of the essence if this provision is exercised.

3. Representation and Warranties –

3.1. *Issuer* - The Issuer hereby represents and warrants the following material inducements;

3.1.1. Will hold a reserve of authorized shares for the issuance of conversion shares;

3.1.2. The Issuer has no objection to, and hereby waives all objections, to a reasonable legal opinion regarding the free trading nature of the conversion shares or the mechanics of the transaction (as per Schedule B below);

3.1.3. All services constituting the Debt have been fully rendered for legitimate business purposes more than 12 months ago;

3.1.4. The entire transaction is not an effort to evade registration by Issuer for the transaction; and no investment intent is being asserted or is a condition to this transaction;

3.1.5. The Issuer is not now and has never been a shell company;

- 3.1.6 All converted shares hereby may be issued without restrictive legend.
- 3.1.7 Upon conversion, Investor will not be subject to any Rule 144 holding period.
- 3.1.8 This agreement does not violate or interfere with any agreement settling debt matters the Issuer has with NIR and/or its affiliated companies.
- 3.2. *Affiliate* – The Affiliate hereby represents and warrants the following material inducements;
- 3.2.1 The services constituting the debt have been fully rendered for legitimate business purposes;
- 3.2.1 The entire transaction is not an effort to evade registration by Affiliate for the transaction; and no investment intent is being asserted or is a condition to this transaction.
- 3.2.1 Upon conversion, Investor will not be subject to any Rule 144 holding period.
- 3.3 *Investor* – The Investor hereby represents and warrants the following material inducements;
- 3.3.1 The entire transaction is not an effort to evade registration by Investor for the transaction; and no investment intent is being asserted or is a condition to this transaction.
- 3.3.2 Investor is an accredited investor as defined in Regulation D of the SEC.
4. Miscellaneous
- 4.1 *Execution* – this Agreement may be executed in counterparts, each taken in conjunction equating to a fully executed agreement; facsimile and scanned signatures may be accepted in lieu of original manual signatures;
- 4.2 *Severability* -This Agreement is not severable. If any term in this Wrap-Around Agreement is found by a court of competent jurisdiction to be unenforceable, then the entire Wrap-Around Agreement shall be rescinded, the consideration proffered by the Investor shall be returned in its entirety and any conversion shares shall be forfeit.
- 4.3 *Legal fees* – Legal fees for the production of this Wrap-Around Agreement , Schedule B Legal Opinion and any other required documentation, if any, shall be paid by Investor.
- Payment shall be in the amount of a \$900 bank wire (\$600 for this Agreement, \$300 for the Legal Opinion), due immediately upon the full execution of this Agreement.
- 4.4 *Jurisdiction and Venue* –The jurisdiction and venue for this Wrap-Around Agreement shall be within the state of California, San Bernardino County.
- 4.5. *Modification* – This Wrap-Around Agreement and debt may only be modified in a writing signed by all Parties.

4.6 *Review by Legal Counsel* - This Agreement and Schedules have been prepared by legal counsel to the Issuer. The Affiliate and Investor hereby waive any conflict of interest presented by this fact and agree to have counsel of their choosing review this Agreement, if desired, and at their respective own expense.

4.7 *legality* -- None of the parties hereto is aware of any reason why they cannot or should not enter into this Agreement. The parties represent and warrant that their respective entries into this Agreement do not and will not infringe upon the legal rights of anyone or anything not a party hereto.

4.8 *Signatures* -- Faxed and electronic signatures are as binding as original "wet" signatures.

*NOW THEREFORE*, all the Parties hereby agree, accept, acknowledge, consent, and stipulate to the terms and conditions contained herein for the mutual promise and consideration stated herein:

"ISSUER"

Ingen Technologies, Inc



\_\_\_\_\_  
Signature  
Thomas J. Neavitt, Secretary

"AFFILIATE"



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

"INVESTOR"

**MACHIAVELLI LTD., LLC**

\_\_\_\_\_  
Joseph C. Canouse, Managing Member

LEGAL COUNSEL (as to fee agreement,  
conflict waiver - only)

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Peter J. Wilke, CA Bar #158826

**SCHEDULES A AND B FOLLOW:**