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CORGENIX MEDICAL CORP/CO  
Form 10QSB  
November 14, 2002

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

Form 10-QSB

X QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2002

- TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES  
EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission File Number 000-24541

CORGENIX MEDICAL CORPORATION  
(Name of Small Business Issuer in its Charter)

Nevada 93-1223466  
(State or other jurisdiction of (I.R.S. Employer Identification  
incorporation or organization) No.)

12061 Tejon Street, Westminster, Colorado 80234  
(Address of principal executive offices, including zip code)

(303) 457-4345

(Issuer's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since  
last report)

Check whether the issuer: (1) filed all reports required to be filed by  
Section 13 or 15(d) of the Exchange Act during the past 12 months (or for  
such shorter period that the registrant was required to file such reports),  
and (2) has been subject to such filing requirements for the past 90  
days. Yes X No \_\_\_\_

The number of shares of Common Stock outstanding was 5,219,076 as of November  
14, 2002.

Transitional Small Business Disclosure Format. Yes \_ No X

CORGENIX MEDICAL CORPORATION

September 30, 2002

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PART I

Item 1. Consolidated Financial Statements

CORGENIX MEDICAL CORPORATION

AND SUBSIDIARIES

Consolidated Balance Sheets

	September 30, 2002 (Unaudited)	June 30, 2002
Assets		
Current assets:		
Cash and cash equivalents	\$379,423	164,378
Accounts receivable, less allowance for doubtful accounts of \$15,000 and \$30,000	749,096	694,394
Inventories	697,641	665,305
Prepaid expenses	49,280	44,836
	-----	-----
Total current assets	1,875,440	1,568,913
Equipment:		
Capitalized software costs	122,855	113,261
Machinery and laboratory equipment	513,698	513,698
Furniture, fixtures, leaseholds & office equipment	452,694	448,743
	-----	-----
	1,089,247	1,075,702
Accumulated depreciation and amortization	(670,046)	(642,285)
	-----	-----
Net equipment	419,201	433,417
	-----	-----
Intangible assets:		
Patents, net of accumulated amortization of \$889,106 and \$870,482	228,438	247,062
Goodwill, net of accumulated amortization of \$44,979	13,677	13,677
	-----	-----
Net intangible assets	242,115	260,739
	-----	-----
Due from officer	12,000	12,000
Other assets	71,814	53,766
	-----	-----
Total assets	\$2,620,570	2,328,835
	=====	=====
Liabilities and Stockholders' Equity (Deficit)		
Current liabilities:		
Accounts payable	\$ 294,145	553,505
Accrued payroll and related liabilities	139,998	118,155
Accrued liabilities	44,545	24,938
Accrued interest	105,275	98,764
Current portion of notes payable	286,457	357,672
Current portion of capital lease obligations	91,352	92,554
	-----	-----

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Total current liabilities	961,772	1,245,588
Notes payable, excluding current portion	472,334	502,611
Capital lease obligations, excluding current portion	82,715	99,898
	-----	-----
Total liabilities	1,516,821	1,848,097
	-----	-----
Redeemable common stock, 880,282 shares Issued and outstanding, aggregate redemption value of \$500,000, net of unaccreted discount and issuance costs of \$206,278 at September 30, 2002	292,736	-
Stockholders' equity (deficit):		
Preferred stock, \$0.001 par value. Authorized 5,000,000 shares, none issued or outstanding	-	-
Common stock, \$0.001 par value. Authorized 40,000,000 shares; issued and outstanding and 4,333,095 on September 30 and June 30, respectively	4,339	4,333
Additional paid-in capital	4,921,590	4,695,392
Accumulated deficit	(4,122,898)	(4,250,915)
Accumulated other comprehensive income	7,982	31,928
	-----	-----
Total stockholders' equity	811,013	480,738
Total liabilities and stockholders' equity	\$2,620,570	2,328,835
	=====	=====

See accompanying notes to consolidated financial statements.

CORGENIX MEDICAL CORPORATION  
AND SUBSIDIARIES

Consolidated Statements of Operations

	Three Months Ended	
	September 30, 2002	September 30, 2001
	-----	-----
(Unaudited)	(Unaudited)	
Net sales	\$1,410,040	1,151,062

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Cost of sales	411,820	316,669
	-----	-----
Gross profit	\$ 998,220	834,393
Operating expenses:		
Selling and marketing	309,016	233,091
Research and development	209,982	138,721
General and administrative	300,419	292,040
Expenses of consumer healthcare business	-	37,196
	-----	-----
Total expenses	819,417	701,048
	-----	-----
Operating income	\$ 178,803	133,345
Interest expense, net	30,058	34,852
	-----	-----
Net income	\$ 148,745	98,493
Accretion of discount on redeemable common stock	20,728	-
	-----	-----
Net income to common shareholders	\$ 128,017	98,493
	=====	=====
Net income per common share, basic \$	0.02	0.01
Net income per common share, diluted \$	0.02	0.01
Weighted average shares outstanding, basic	5,209,322	4,193,576
	=====	=====
Weighted average shares outstanding, diluted	5,209,322	4,228,968
	=====	=====
Net income (loss)	\$ 148,745	98,493
Other comprehensive income (loss)-foreign currency translation loss	(23,946)	(11,071)
	-----	-----
Total comprehensive income	\$124,799	87,422

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See accompanying notes to consolidated financial statements.

CORGENIX MEDICAL CORPORATION  
AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Three Months Ended	
	September 30, 2002	September 30, 2001
	----- (Unaudited)	----- (Unaudited)
Cash flows from operating activities:		
Net income	\$ 148,745	98,493
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	46,385	90,016
Equity instruments issued for services	3,419	10,619
Changes in operating assets and liabilities:		
Accounts receivable, net	(54,702)	(28,948)
Inventories	(32,336)	(65,976)
Prepaid expenses and other assets	(22,492)	(15,598)
Accounts payable	(259,360)	(178,995)
Accrued payroll and related liabilities	21,843	(20,230)
Employee stock purchase plan payable	(586)	416
Accrued interest and other liabilities	26,704	39,537
	-----	-----
Net cash used in operating activities	(122,380)	(70,666)
	-----	-----
Cash flows used by investing activities:		
Additions to equipment	(13,545)	(2,065)
Cash flows from financing activities:		
Proceeds from issuance of redeemable common stock and warrants	500,000	175,615
Proceeds from issuance of notes payable	19,100	1,334
Payments on notes payable	(120,592)	(32,414)
Payments on capital lease obligations	(18,385)	(12,068)
Payments for costs of issuance of common stock	(5,207)	(15,707)

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Net cash provided by financing activities	374,916	116,760
	-----	-----
Net increase in cash and cash equivalents	238,991	44,029
Impact of foreign currency translation adjustment on cash	(23,946)	(11,071)
Cash and cash equivalents at beginning of period	164,378	320,140
	-----	-----
Cash and cash equivalents at end of period	\$ 379,423	353,098
	-----	-----
Supplemental cash flow disclosures:		
Cash paid for interest	\$ 16,425	29,014
Noncash investing and financing activity-- Equipment acquired under capital leases	\$ -	40,000
	-----	-----

See accompanying notes to consolidated financial statements.

### CORGENIX MEDICAL CORPORATION AND SUBSIDIARIES

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

##### 1. DESCRIPTION OF BUSINESS AND BASIS OF PRESENTATION

On May 22, 1998, REAADS Medical Products (REAADS) completed a merger with a subsidiary of Gray Wolf Technologies, Inc., an inactive corporation with no significant assets or operations. The resulting merged corporation was named

Corgenix, Inc. The parent corporation was renamed Corgenix Medical Corporation (Corgenix or the Company). Corgenix Medical Corporation (Corgenix or the Company) develops, manufactures and markets diagnostic products for the serologic diagnosis of certain vascular diseases and autoimmune disorders using proprietary technology. We market our products to hospital laboratories and freestanding laboratories worldwide through a network of sales representatives, distributors, and private label (OEM) agreements. Our headquarter offices and manufacturing facility are located in Westminster, Colorado.

The consolidated financial statements include the accounts of the Company, its wholly owned subsidiaries, Corgenix, Inc. and Corgenix UK Limited (Corgenix UK), and until June of 2002, the accounts of healthoutfitters.com, Inc. ("Ho.com"). Corgenix UK was established as a United Kingdom company during 1996 to market the Company's products in Europe. Transactions are generally denominated in US dollars. Ho-com managed an internet-based healthcare business. The e-commerce internet site, www.sports-n-fitness.com became operational in the quarter ended June 30, 2001. The site was a consumer-focused interactive site including healthcare-related products available for convenient purchase and delivery and links to numerous other healthcare information sites. In June 2002, the Company determined that its consumer healthcare business and associated operations via consumer websites were not strategic to the Company's ongoing objectives and

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core medical diagnostic kit business. Accordingly, during the fourth quarter of fiscal 2002, the Company decided to abandon and close its internet-based consumer business and all related e-commerce sites managed and operated by Ho.com. Assets abandoned principally consisted of unamortized capitalized software costs.

The accompanying consolidated financial statements have been prepared without audit and in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-QSB and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of the Company, the financial statements include all adjustments (consisting of normal recurring accruals and adjustments) required to present fairly the Company's financial position at September 30, 2002 and June 30, 2002 and the results of operations for each of the three month periods ended September 30, 2002 and 2001, and the cash flows for each of the three month periods then ended. The operating results for the three months ended September 30, 2002 are not necessarily indicative of the results that may be expected for the year ended June 30, 2003. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's annual report on Form 10-KSB for the fiscal year ended June 30, 2002.

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. Significant assumptions inherent in the preparation of the accompanying financial statements include, but are not limited to, revenue recognition and allowances for doubtful accounts, the provision for excess and obsolete inventories, and commitments and contingencies. Actual results could differ from those estimates.

### 2. SOFTWARE

The Company accounts for its software and information technology in compliance with Statement of Position 98-1 ("SOP 98-1"), Accounting for the Costs of Computer Software Developed or Obtained for Internal Use. SOP 98-1 defines the types of computer software project costs that may be capitalized. All other costs are expensed in the period incurred. In order for costs to be capitalized, the computer software project must be intended to create a new system or add identifiable functionality to an existing system. In the fourth quarter of fiscal 2001, the Company established an internet-based consumer healthcare business which consisted primarily of an e-commerce internet site for selling medical and health products directly to consumers. Direct internal and external costs of developing the software, other than initial design, were capitalized and began to be amortized on the straight-line method over three years starting in the first quarter of fiscal year 2002. See (1) above, for a discussion regarding the abandonment and closure of the Company's internet-based consumer health care business. Amortization of \$49,659 was recorded on such assets for the quarter ended September 30, 2001. No comparable amortization was recorded during the latest quarter. In the quarter ended December 31, 2001, the Company began development of a business-to-business web site (Corgenix On Line) for its core business reference laboratory and hospital customers and potential customers worldwide. The website, when completed, will allow customers to place orders for the Company's diagnostic products, pay for said orders, and track the status of such orders. It will also give full specification and details on all of the Company's diagnostic test kits. The direct internal and external costs of developing the related software, other than initial design and other costs incurred during the preliminary project stage, have been capitalized and will continue to be capitalized until the software has been completed. To date, all products and enhancements thereto have utilized proven technology. Such



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capitalized amounts, \$122,855 as of September 30, 2002, will be amortized on a straight line basis over a three-year period commencing when the website is placed in service, which is expected to be in October 2002.

### 3. EARNINGS PER SHARE

Basic earnings per share is computed by dividing net income by the weighted average number of common shares outstanding. Diluted earnings per share is computed by dividing net income by the weighted average number of common shares outstanding increased for potentially dilutive common shares outstanding during the period. The dilutive effect of stock options and their equivalents is calculated using the treasury stock method. For the quarters ended September 30, 2002 and 2001, options and warrants to purchase common stock totaling 105,849 and 5,280 shares respectively, are not included in the calculation of weighted average common shares-diluted below as their effect is anti-dilutive.

The components of basic and diluted income per share are as follows:

	3 months ended September 30, 2002	3 months ended September 30, 2001
Net income available to common stockholders	\$ 128,017 -----	98,493 -----
Common and common equivalent shares outstanding:		
Historical common shares outstanding at beginning of period	4,333,095	4,077,290
Weighted average common shares issued during the period	876,227 -----	116,286 -----
Weighted average common shares--basic	5,209,322	4,193,576
Weighted average common equivalent shares issued during the period	- -----	35,392 -----
Weighted average common shares--diluted	5,209,322	4,228,968
Net income per share--basic and diluted	\$ 0.02	0.01

### 4. INCOME TAXES

A valuation allowance was provided for the income tax benefit of the net operating losses incurred during the three months ended September 30, 2002 and 2001.

### 5. SEGMENT INFORMATION

The Company has two segments of business: domestic and international operations. International operations primarily transact sales with customers in the Europe and continents other than North America, while domestic operations transact sales primarily in North America. Sales to Chugai, emanating from the United States, have historically also been included in the domestic business segment. The Company's formerly active subsidiary, Ho-com, had insignificant revenue for the three months ended September 30, 2001. Revenue and expenses for Ho-com are included in the Domestic segment for the three months ended September 30, 2001. The following table sets forth selected financial data for these segments for the three-month periods ended September 30, 2002 and 2001.

Three Months Ended September 30

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		Domestic	International	Total
Net sales	2002	\$1,131,518	278,522	1,410,040
	2001	\$ 841,446	309,616	1,151,062
Net income (loss)	2002	\$ 83,568	65,177	148,745
	2001	\$ (26,438)	124,961	98,493
Depreciation	2002	\$ 45,904	481	46,385
	2001	\$ 90,016	0	90,016
Interest expense, net	2002	\$ 22,032	8,026	30,058
	2001	\$ 28,262	6,590	34,852
Segment assets	2002	\$2,253,089	367,481	2,620,570
	2001	\$2,025,535	303,300	2,328,835

### 6. REDEEMABLE COMMON STOCK

On July 1, 2002, the Company entered into an agreement ("MBL Agreement") with Medical & Biological Laboratories Co., Ltd. ("MBL"), a strategic partner and manufacturer of autoimmune diagnostic kits located in Nagoya, Japan, under which the Company sold 880,282 shares of its \$.001 par value common stock to MBL for gross proceeds of \$500,000. Net proceeds to the Company after issuance costs were \$494,793. Under the MBL Agreement, MBL was also granted a put option which could cause the Company to repurchase, at a future date, the common stock sold to MBL under the MBL Agreement. Thus, the common stock sold has been designated "redeemable common stock." The put option requires the stock to be repurchased at the original purchase price, payable in either a lump-sum purchase or financed over a six-month period. The put option is exercisable by MBL any time after the termination or expiration of the distribution agreement between the Company and RhiGene, MBL's U.S. subsidiary, upon any merger or consolidation of the Company with another corporation wherein in the Company's stockholders own less than 50% of the surviving corporation or upon any sale or other disposition of all or substantially all of the Company's assets. The present distribution agreement with RhiGene expires on March 31, 2005, though the distribution agreement may be renewed or extended prior to that time.

Pursuant to the agreement with MBL, as long as MBL holds at least 50% of the common stock purchased under the MBL agreement, MBL must give its written consent with respect to the payment of any dividend, the repurchase of any of the Company's equity securities, the liquidation or dissolution of the Company or the amendment of any provision of the Company's Articles of Incorporation or Bylaws which would adversely affect the rights of MBL under the stock purchase transaction documents. MBL was granted standard anti-dilution rights with respect to stock issuances not registered under the Securities Act. MBL also received standard piggyback registration rights along with certain demand registration rights.

In addition, as part of the MBL Agreement and for no additional consideration, MBL was issued warrants to purchase an additional 880,282 shares of Common Stock at a price of \$.568 per share, which is equal to an aggregate amount of

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\$500,000. These warrants expire on July 3, 2007 and may be exercised in whole or in part at any time prior to their expiration. The estimated fair value of the warrant upon issuance was calculated as \$401,809 using the Black-Scholes model with the following assumptions: no expected dividend yield, 143% volatility, risk free interest rate of 4.2% and an expected life of five years. The gross proceeds of \$500,000 were allocated \$277,221 to redeemable common stock and \$222,779 to the related warrants based on the relative fair values of the respective instruments to the fair value of the aggregate transaction. Issuance costs and the discount attributed to of the warrants upon issuance are being accreted on the interest method over the 33-month period prior to the presently expected first date on which the put option may be exercised, which is the present expiration date of the distribution agreement between the Company and RhiGene.

### Item 2.

CORGENIX MEDICAL CORPORATION Management's Discussion and Analysis Of  
Financial Condition and Results of Operations

The following discussion should be read in conjunction with the consolidated financial statements and accompanying notes included elsewhere herein.

General Since the Company's inception, we have been primarily involved in the research, development, manufacturing and marketing/distribution of diagnostic tests for sale to clinical laboratories. We currently market 142 products covering autoimmune disorders, vascular diseases, infectious diseases and liver disease. Our products are sold in the United States, the UK and other countries through our marketing and sales organization that includes contract sales representatives, internationally through an extensive distributor network, and to several significant OEM partners. We manufacture products for inventory

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based upon expected sales demand, shipping products to customers, usually within 24 hours of receipt of orders. Accordingly, we do not operate with a customer order backlog. Except for the fiscal year ended June 30, 1997, we have experienced revenue growth since our inception, primarily from sales of products and contract revenues from strategic partners. Contract revenues consist of licensing fees and milestone payments from research and development agreements with strategic partners.

In fiscal year 1996, we began adding third-party OEM licensed products to our diagnostic product line. Currently we sell 128 products licensed from or manufactured by third party manufacturers. We expect to expand our relationships with other companies in the future to gain access to additional products.

Although we have experienced growth in revenues every year except 1997, there can be no assurance that, in the future, we will sustain revenue growth, current revenue levels, or achieve or maintain profitability. Our results of operations may fluctuate significantly from period-to-period as the result of several factors, including: (i) whether and when new products are successfully developed and introduced, (ii) market acceptance of current or new products, (iii) seasonal customer demand, (iv) whether and when we receive R&D milestone payments and license fees from strategic partners, (v) changes in reimbursement policies for the products that we sell, (vi) competitive pressures on average selling prices for the products that we sell, and (vii) changes in the mix of products that we sell.

### Critical Accounting Policies

The Company's consolidated financial statements are prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). We believe that the policies identified below are critical to the understanding of our results of operations. The preparation of financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Management has made estimates and assumptions based on these policies. We do not believe that there is a great likelihood that materially different amounts would be reported if different assumptions were used. However, the application of these policies involves judgments and assumptions as to future events and, as a result, actual results could differ significantly from those estimates.

### Revenue Recognition

Revenue is recognized upon shipment of products. Provisions are made for sales discounts and allowances at the time product sales are recognized.

### Inventory Valuation

Inventories are recorded at the lower of cost or market, using the first-in, first-out method.

### Allowance for Doubtful Accounts

The Company maintains an allowance for doubtful accounts based on its historical experience and provides for any specific collection issues that are identified. Such allowances have historically been adequate to provide for our doubtful accounts but involve a significant degree of management judgment and estimation. Worse than expected future economic conditions, unknown customer credit problems and other factors may require additional allowances for doubtful accounts to provided for in future periods.

### Equipment and Software

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Equipment and software are recorded at cost. Equipment under capital leases is recorded initially at the present value of the minimum lease payments. Depreciation and amortization is calculated primarily using the straight-line method over the estimated useful lives of the respective assets which range from 3 to 7 years. The internal and external costs of developing and enhancing software costs related to website development, other than initial design and other costs incurred during the preliminary project stage, are capitalized until the software has been completed. Such capitalized amounts will be amortized commencing when the website is placed in service on a straight-line basis over a three-year period. When assets are sold, retired or otherwise disposed of, the cost and related accumulated depreciation are eliminated from the accounts and a gain or loss is recognized. Repair and maintenance costs are expensed as incurred. We evaluate the realizability of our long-lived assets, including property and equipment, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable.

### Research and Development and Advertising Costs

Research and development and advertising costs are expensed when incurred

### Results of Operations

#### Three Months Ended September 30, 2002 compared to 2001

Net sales. Net sales for the three months ended September 30, 2002 were \$1,410,040, a 22.5% increase from \$1,151,062 in 2001 due to continued expansion of our worldwide distribution network, overall product mix, and revenue from new products. Product sales increased in most categories. Domestic sales increased 34.5% while sales to international distributors decreased 10.0%; sales to OEM partners (other medical companies selling Corgenix manufactured products under the respective companys' labels) increased 50.3%, primarily due to ordering patterns and to sales to new OEM partners. Offsetting the above increase in Domestic sales was a decrease of 20.9% in the sales of Hyaluronic Acid ("HA") to Chugai for distribution in Japan. Chugai has been and currently is the Company's largest customer, representing approximately 10.8% and 17% of sales in the quarters ended September 30, 2002 and 2001, respectively. As noted in our previous Forms 10-QSB and 10-KSB, Chugai has not forecasted any orders for HA product after November 2002. As we have not received orders from Chugai after November 2002, we are internally not projecting any orders by Chugai of HA after November 2002. The Company expects that the loss of HA sales to Chugai after November 2002 will eventually be made up via international sales of HA in other areas of the world. The majority of the Company's sales increase for the current fiscal quarter was due to higher unit volume (which increased in excess of 45%), as well as an increase in average price per unit sold of approximately 22.3%, primarily due to the product mix. Sales of products manufactured for us by other companies, while still relatively small, are expected to continue to increase during fiscal 2003.

Cost of sales. Cost of sales, as a percentage of sales, increased from 27.5% in the first quarter of the prior fiscal year to 29.2% in the current quarter due primarily to a large increase in lower-margin sales to OEM partners.

Selling and marketing. Selling and marketing expenses increased 32.6 % to \$309,016 for the three months ended September 30, 2002 from \$233,091 in 2001 due to increases in commissions expense, increased advertising expense, consulting expense, increased license fees, travel-related expenses associated with various conventions and trade shows, and payroll-related expense.

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Research and development. Research and development expenses, for the three months ended September 30, 2002, increased 51.4% to \$209,982 from \$138,721 for the three months ended September 30, 2001. Most of this increase came as a result of increased labor-related costs, travel, purchases of laboratory supplies associated with joint development projects with a large strategic partner and development costs of new products.

General and administrative. General and administrative expenses, for the three months ended September 30, 2002, increased 2.9% to \$300,419 from \$292,040 in 2001, due primarily to increases in payroll-related costs in addition to outside services expense such as legal, accounting and consulting expenses.

Expenses of the consumer healthcare business. In June 2002, the Company determined that its consumer healthcare business and associated operations via consumer websites were not strategic to the company's ongoing objectives and core medical diagnostic kit business. Accordingly, the Company decided to abandon and close its internet-based consumer business and all related e-commerce websites managed and operated by its wholly owned subsidiary, Health-outfitters.com, Inc. ("ho.com"). The results of Ho.com's operations have been included in continuing operations in the consolidated statements of operations for the fiscal quarter ended September 30, 2001. Since some of the employees and office space of Ho.com have been redeployed into the Company's core business, only those Ho.com expenses which are not expected to recur are shown separately in the consolidated statements of operations for the same quarter ended September 30, 2001. The operating expenses of the consumer healthcare business not expected to recur were \$37,916 during that quarter. There were no such expenses for the current fiscal quarter. The expenses not expected to recur consisted primarily of amortization of previously capitalized software costs and costs associated with advertising and promotion of the consumer healthcare products. Net sales related to the consumer healthcare business were \$910 during the quarter ended September 30, 2001.

Interest expense. Interest expense decreased 13.8% to \$30,058 in 2002 from \$34,852 in 2001 due primarily to reductions in over-all interest rates.

Accretion of discount on redeemable common stock. This item represents the accretion of the discount on redeemable common stock over the 33 month period from the date the stock was issued to the presently expected first date on which the related embedded put option may be exercised. The redeemable common stock was issued in July 2002.

Net Income to Common Shareholders. This amount represents net income after the accretion of discount on the redeemable common stock and is the amount used to calculate net income per common share. Net income to common shareholders increased from \$98,493 to \$128,017. Net income per common share increased from \$0.01 to \$0.02 per share.

### Liquidity and Capital Resources

Cash used in operating activities was \$122,380 for the current fiscal quarter compared to \$70,666 during the prior fiscal year's comparable quarter. The cash used in operations for the latest quarter resulted primarily from the Company's investment in working capital resulting in an increase in accounts receivable and inventories, offset by a substantial reduction in accounts payable. The Company believes that uncollectible accounts receivable will not have a significant effect on future liquidity, as a significant portion of its accounts receivable are due from enterprises with substantial financial resources.

Net cash used by investing activities, the purchase of equipment, was \$13,545 for the current fiscal quarter compared to \$2,065 in the prior year's comparable quarter. The increase was mainly attributable to spending on

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internally developed software. No additional related software costs are expected to be incurred subsequent to September 30, 2002.

Net cash provided by financing activities amounted to \$374,916 for the current fiscal quarter. This increase in cash provided was primarily due to the private sale of redeemable common stock as further explained. On July 1, 2002, the Company entered into an agreement ("MBL Agreement") with Medical & Biological Laboratories Co., Ltd. ("MBL"), a strategic partner and manufacturer of autoimmune diagnostic kits located in Nagoya, Japan, under which the Company sold 880,282 shares of its \$.001 par value common stock to MBL for gross proceeds of \$500,000. Net proceeds to the Company after issuance costs were \$494,793. Under the MBL Agreement, MBL was also granted a put option which could cause the Company to repurchase, at a future date, the common stock sold to MBL under the MBL Agreement. Thus, the common stock sold has been designated "redeemable common stock." The put option requires the stock to be repurchased at the original purchase price, payable in either a lump-sum purchase or financed over a six-month period. The put option is exercisable by MBL any time after the termination or expiration of the distribution agreement between the Company and RhiGene, MBL's U.S. subsidiary, upon any merger or consolidation of the Company with another corporation wherein in the Company's stockholders own less than 50% of the surviving corporation or upon any sale or other disposition of all or substantially all of the Company's assets. The present distribution agreement with RhiGene expires on March 31, 2005, though the distribution agreement may be renewed or extended prior to that time.

Pursuant to the agreement with MBL, as long as MBL holds at least 50% of the common stock purchased under the MBL agreement, MBL must give its written consent with respect to the payment of any dividend, the repurchase of any of the Company's equity securities, the liquidation or dissolution of the Company or the amendment of any provision of the Company's Articles of Incorporation or Bylaws which would adversely affect the rights of MBL under the stock purchase transaction documents. MBL was granted standard anti-dilution rights with respect to stock issuances not registered under the Securities Act. MBL also received standard piggyback registration rights along with certain demand registration rights.

In addition, as part of the MBL Agreement and for no additional consideration, MBL was issued warrants to purchase an additional 880,282 shares of Common Stock at a price of \$.568 per share, which is equal to an aggregate amount of \$500,000. These warrants expire on July 3, 2007 and may be exercised in whole or in part at any time prior to their expiration. The estimated fair value of the warrant upon issuance was calculated as \$401,809 using the Black-Scholes model with the following assumptions: no expected dividend yield, 143% volatility, risk free interest rate of 4.2% and an expected life of five years. The gross proceeds of \$500,000 were allocated \$277,221 to redeemable common stock and \$222,779 to the related warrants based on the relative fair values of the respective instruments to the fair value of the aggregate transaction. Issuance costs and the discount attributed to of the warrants upon issuance are being accreted on the interest method over the 33-month period prior to the presently expected first date on which the put option may be exercised, which is the present expiration date of the distribution agreement between the Company and RhiGene.

Historically, we have financed our operations primarily through sales of common and preferred stock. In fiscal 2001, we raised \$164,471 before offering expenses through a private sale of common stock.

We have also generated cash for operations from sales, in the normal course of business, of diagnostic products and agreements with strategic partners. As of September 30, 2002, our accounts payable decreased 46.9% to \$294,145 from \$553,505 as of June 30, 2002 due to a concerted effort to bring

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our accounts payable more current. Although sales increased 22.5% for the current fiscal quarter compared to the same quarter in the prior year, net accounts receivable only increased 5.7% to \$734,096 as of September 30, 2002 from \$694,394 as of June 30, 2002, primarily because of relatively more timely payment by our customers.

Our future capital requirements will depend on a number of factors, including the rate at which we grow our business and our investment in proprietary research activities, the ability of our current and future strategic partners to fund outside research and development activities, our success in increasing sales of both existing and new products and collaborations, expenses associated with unforeseen litigation, regulatory changes, competition, technological developments, general economic conditions and potential future merger and acquisition activity. Our principal sources of liquidity have been cash provided from operating and financing activities, cash raised from the private sale of common stock mentioned above, and long-term debt financing, of which \$577,798 remained outstanding as of September 30, 2002. We believe that we will continue investigating new debt agreements and may sell additional equity securities in fiscal year 2003 to develop the markets and obtain the regulatory approvals for the HA products, and to pursue all of our strategic objectives. We believe that our existing cash, cash and working capital and anticipated cash flow from existing operations will be sufficient to support our current operating plan for at least the next 12 months. This estimate of our future capital requirements is a forward-looking statement that is based on assumptions that may prove to be wrong and that involve varying risks and uncertainties.

### Item 3.

#### Controls and Procedures

Evaluation of disclosure controls and procedures. The Company, under the supervision and with the participation of the Company's management, including its Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rules 240.13a-14(c) and 15d-14(c) under the Securities Exchange Act of 1934 (the "Exchange Act")) as of a date within ninety days before the filing date of this quarterly report (the "Evaluation Date"). Based upon this evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, the Company's disclosure controls and procedures were effective for the purposes of recording, processing, summarizing and timely reporting information required to be disclosed by the Company in the reports that it files under the Securities Exchange Act of 1934 and that such information is accumulated and communicated to the Company's management in order to allow timely decisions regarding required disclosure.

Changes in internal controls. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect the Company's disclosure controls and procedures subsequent to the Evaluation Date, nor were there any significant deficiencies or material weaknesses in the Company's internal controls.

#### Forward-Looking Statements and Risk Factors

This 10-QSB includes statements that are not purely historical and are "forward-looking statements" within the meaning of Section 21E of the Securities Act of 1934, as amended, including statements regarding our expectations, beliefs, intentions or strategies regarding the future. All statements other than historical fact contained in this 10-QSB, including, without limitation, statements regarding future product developments, acquisition strategies, strategic partnership expectations, technological developments, the development, launch and operation of health-outfitters.com, the availability of necessary



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components, research and development programs and distribution plans, are forward-looking statements. All forward-looking statements included in this 10-QSB are based on information available to us on the date hereof, and we assume no obligation to update such forward-looking statements. Although we believe that the assumptions and expectations reflected in such forward-looking statements are reasonable, we can give no assurance that such expectations will prove to have been correct or that we will take any actions that may presently be planned.

Certain factors that could cause actual results to differ materially from those expected include the following:

Losses Incurred; Future Capital Needs; Risks Relating to the Professional Products Business; Uncertainty of Additional Funding

We have incurred operating losses and negative cash flow from operations for most of our history. Losses incurred since our inception have aggregated \$4,124,762, and there can be no assurance that we will be able to generate positive cash flows to fund our operations in the future or to pursue our strategic objectives. Assuming no significant uses of cash in acquisition activities or other significant changes, we believe that we will have sufficient cash to satisfy our needs for at least the next year. If we are not able to operate profitably and generate positive cash flows sufficient for both the diagnostic business and the consumer products business, we may need to raise additional capital to fund our operations. If we need additional financing to meet our requirements, there can be no assurance that we will be able to obtain such financing on terms satisfactory to us, if at all. Alternatively, any additional equity financing may be dilutive to existing stockholders, and debt financing, if available, may include restrictive covenants. If adequate funds are not available, we might be required to limit our research and development activities or our selling and marketing activities any of which could have a material adverse effect on the future of the business.

Dependence on Collaborative Relationships and Third Parties for Product Development and Commercialization

We have historically entered into licensing and research and development agreements with collaborative partners, from which we derived a significant percentage of our revenues in past years. Pursuant to these agreements, our collaborative partners have specific responsibilities for the costs of development, promotion, regulatory approval and/or sale of our products. We will continue to rely on future collaborative partners for the development of products and technologies. There can be no assurance that we will be able to negotiate such collaborative arrangements on acceptable terms, if at all, or that current or future collaborative arrangements will be successful. To the extent that we are not able to establish such arrangements, we could experience increased capital requirements or be forced to undertake such activities at our own expense. The amount and timing of resources that any of these partners devotes to these activities will generally be based on progress by us in our product development efforts. Usually, collaborative arrangements may be terminated by the partner upon prior notice without cause and there can be no assurance that any of these partners will perform its contractual obligations or that it will not terminate its agreement. With respect to any products manufactured by third parties, there can be no assurance that any third-party manufacturer will perform acceptably or that failures by third parties will not delay clinical trials or the submission of products for regulatory approval or impair our ability to deliver products on a timely basis.

Uncertainty as to Future Orders for Hyaluronic Acid Test Kits ("HA") from Company's Largest Customer

Chugai has unexpectedly not forecast any orders for HA after November

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2002. Our management has not determined Chugai's intent with respect to orders of HA after November 2002 and we are trying to determine the status of these orders. As we are unclear whether or not Chugai will place orders after November 2002, we are internally not projecting any orders by Chugai of HA after November 2002.

### No Assurance of Successful or Timely Development of Additional Products

Our business strategy includes the development of additional diagnostic products both for the diagnostic business and consumer products business. Our success in developing new products will depend on our ability to achieve scientific and technological advances and to translate these advances into commercially competitive products on a timely basis. Development of new products requires significant research, development and testing efforts. We have limited resources to devote to the development of products and, consequently, a delay in the development of one product or the use of resources for product development efforts that prove unsuccessful may delay or jeopardize the development of other products. Any delay in the development, introduction and marketing of future products could result in such products being marketed at a time when their cost and performance characteristics would not enable them to compete effectively in their respective markets. If we are unable, for technological or other reasons, to complete the development and introduction of any new product or if any new product is not approved or cleared for marketing or does not achieve a significant level of market acceptance, our results of operations could be materially and adversely affected.

### Competition in the Diagnostics Industry

Competition in the human medical diagnostics industry is, and is expected to remain, significant. Our competitors range from development stage diagnostics companies to major domestic and international pharmaceutical companies. Many of these companies have financial, technical, marketing, sales, manufacturing, distribution and other resources significantly greater than ours. In addition, many of these companies have name recognition, established positions in the market and long standing relationships with customers and distributors. Moreover, the diagnostics industry has recently experienced a period of consolidation, during which many of the large domestic and international pharmaceutical companies have been acquiring mid-sized diagnostics companies, further increasing the concentration of resources. There can be no assurance that technologies will not be introduced that could be directly competitive with or superior to our technologies.

### Governmental Regulation of Diagnostics Products

The testing, manufacture and sale of our products is subject to regulation by numerous governmental authorities, principally the FDA and certain foreign regulatory agencies. Pursuant to the Federal Food, Drug, and Cosmetic Act, and the regulations promulgated there under, the FDA regulates the preclinical and clinical testing, manufacture, labeling, distribution and promotion of medical devices. We are not able to commence marketing or commercial sales in the United States of new products under development until we receive clearance from the FDA. The testing for, preparation of and subsequent FDA regulatory review of required filings can be a lengthy, expensive and uncertain process. Noncompliance with applicable requirements can result in, among other consequences, fines, injunctions, civil penalties, recall or seizure of products, repair, replacement or refund of the cost of products, total or partial suspension of production, failure of the government to grant premarket clearance or pre-market approval for devices, withdrawal of marketing clearances or approvals, and criminal prosecution.

There can be no assurance that we will be able to obtain necessary regulatory approvals or clearances for our products on a timely basis, if at

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all, and delays in receipt of or failure to receive such approvals or clearances, the loss of previously received approvals or clearances, limitations on intended use imposed as a condition of such approvals or clearances or failure to comply with existing or future regulatory requirements could have a material adverse effect on our business.

### Dependence on Distribution Partners for Sales of Diagnostic Products in International Markets

We have entered into distribution agreements with collaborative partners in which we have granted distribution rights for certain of our products to these partners within specific international geographic areas. Pursuant to these agreements, our collaborative partners have certain responsibilities for market development, promotion, and sales of the products. If any of these partners fails to perform its contractual obligations or terminates its agreement, this could have a material adverse effect on our business, financial condition and results of operations.

### Governmental Regulation of Manufacturing and Other Activities

As a manufacturer of medical devices for marketing in the United States, we are required to adhere to applicable regulations setting forth detailed good manufacturing practice requirements, which include testing, control and documentation requirements. We must also comply with Medical Device Report ("MDR") requirements, which require that a manufacturer report to the FDA any incident in which its product may have caused or contributed to a death or serious injury, or in which its product malfunctioned and, if the malfunction were to recur, it would be likely to cause or contribute to a death or serious injury. We are also subject to routine inspection by the FDA for compliance with QSR requirements, MDR requirements and other applicable regulations. The FDA has recently implemented new QSR requirements, including the addition of design controls that will likely increase the cost of compliance. Labeling and promotional activities are subject to scrutiny by the FDA and, in certain circumstances, by the Federal Trade Commission. We may incur significant costs to comply with laws and regulations in the future, which may have a material adverse effect upon our business, financial condition and results of operations.

### Regulation Related to Foreign Markets

Distribution of diagnostic products outside the United States is subject to extensive government regulation. These regulations, including the requirements for approvals or clearance to market, the time required for regulatory review and the sanctions imposed for violations, vary from country to country. We may be required to incur significant costs in obtaining or maintaining foreign regulatory approvals. In addition, the export of certain of our products that have not yet been cleared for domestic commercial distribution may be subject to FDA export restrictions. Failure to obtain necessary regulatory approval or the failure to comply with regulatory requirements could have a material adverse effect on our business, financial condition and results of operations.

### Uncertain Availability of Third Party Reimbursement for Diagnostic Products

In the United States, health care providers that purchase diagnostic products, such as hospitals and physicians, generally rely on third party payers, principally private health insurance plans, federal Medicare and state Medicaid, to reimburse all or part of the cost of the procedure. Third party payers are increasingly scrutinizing and challenging the prices charged for medical products and services and they can affect the pricing or the relative attractiveness of the product. Decreases in reimbursement amounts for tests

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performed using our diagnostic products, failure by physicians and other users to obtain reimbursement from third party payers, or changes in government and private third party payers' policies regarding reimbursement of tests utilizing diagnostic products, may affect our ability to sell our diagnostic products profitably. Market acceptance of our products in international markets is also dependent, in part, upon the availability of reimbursement within prevailing health care payment systems.

### Uncertainty of Protection of Patents, Trade Secrets and Trademarks

Our success depends, in part, on our ability to obtain patents and license patent rights, to maintain trade secret protection and to operate without infringing on the proprietary rights of others. There can be no assurance that our issued patents will afford meaningful protection against a competitor, or that patents issued to us will not be infringed upon or designed around by others, or that others will not obtain patents that we would need to license or design around. We could incur substantial costs in defending the Company or our licensees in litigation brought by others. Our business could be adversely affected.

### Risks Regarding Potential Future Acquisitions

Our growth strategy includes the desire to acquire complementary companies, products or technologies. There is no assurance that we will be able to identify appropriate companies or technologies to be acquired, to negotiate satisfactory terms for such an acquisition, or to obtain sufficient capital to make such acquisitions. Moreover, because of limited cash resources, we will be unable to acquire any significant companies or technologies for cash and our ability to effect acquisitions in exchange for our capital stock may depend upon the market prices for our Common Stock. If we do complete one or more acquisitions, a number of risks arise, such as short-term negative effects on our reported operating results, diversion of management's attention, unanticipated problems or legal liabilities, and difficulties in the integration of potentially dissimilar operations. The occurrence of some or all of these risks could have a material adverse effect on our business, financial condition and results of operations.

### Dependence on Suppliers

The components of our products include chemical and packaging supplies that are generally available from several suppliers, except certain antibodies, which we purchases from single suppliers. We mitigate the risk of a loss of supply by maintaining a sufficient supply of such antibodies to ensure an uninterrupted supply for at least three months. We have also qualified second vendors for all critical raw materials and believe that we can substitute a new supplier with respect to any of these components in a timely manner. However, there can be no assurances that we will be able to substitute a new supplier in a timely manner and failure to do so could have a material adverse effect on our business, financial condition and results of operations.

### Limited Manufacturing Experience with Certain Products

Although we have manufactured over twelve million diagnostic tests based on our proprietary applications of ELISA (enzyme linked immuno-absorbent assay) technology, certain of our diagnostic products in consideration for future development, incorporate technologies with which we have little manufacturing experience. Assuming successful development and receipt of required regulatory approvals, significant work may be required to scale up production for each new product prior to such product's commercialization. There can be no assurance that such work can be completed in a timely manner and that such new products can be manufactured cost-effectively, to regulatory standards or in sufficient volume.

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### Seasonality of Products; Quarterly Fluctuations in Results of Operations

Our revenue and operating results have historically been minimally subject to quarterly fluctuations. There can be no assurance that such seasonality in our results of operations will not have a material adverse effect on our business.

### Dependence on Key Personnel

Because of the specialized nature of our business, our success will be highly dependent upon our ability to attract and retain qualified scientific and executive personnel. In particular, we believe our success will depend to a significant extent on the efforts and abilities of Dr. Luis R. Lopez and Douglass T. Simpson, who would be difficult to replace. There can be no assurance that we will be successful in attracting and retaining such skilled personnel, who are generally in high demand by other companies. The loss of, inability to attract, or poor performance by key scientific and executive personnel may have a material adverse effect on our business, financial condition and results of operations.

### Product Liability Exposure and Limited Insurance

The testing, manufacturing and marketing of medical diagnostic devices entails an inherent risk of product liability claims. To date, we have experienced no product liability claims, but any such claims arising in the future could have a material adverse effect on our business, financial condition and results of operations. Our product liability insurance coverage is currently limited to \$2 million. Potential product liability claims may exceed the amount of our insurance coverage or may be excluded from coverage under the terms of our policy or limited by other claims under our umbrella insurance policy. Additionally, there can be no assurance that our existing insurance can be renewed by us at a cost and level of coverage comparable to that presently in effect, if at all. In the event that we are held liable for a claim against which we are not insured or for damages exceeding the limits of our insurance coverage, such claim could have a material adverse effect on our business, financial condition and results of operations.

### Limited Public Market; Possible Volatility in Stock Prices; Penny Stock Rules

There has, to date, been no active public market for our Common Stock, and there can be no assurance that an active public market will develop or be sustained. Although our Common Stock has been traded on the OTC Bulletin Board(R) since February 1998, the trading has been sporadic with insignificant volume.

Moreover, the over-the-counter markets for securities of very small companies historically have experienced extreme price and volume fluctuations during certain periods. These broad market fluctuations and other factors, such as new product developments and trends in our industry and the investment markets and economic conditions generally, as well as quarterly variation in our results of operations, may adversely affect the market price of our Common Stock. In addition, our Common Stock is subject to rules adopted by the Securities and Exchange Commission regulating broker-dealer practices in connection with transactions in "penny stocks." As a result, many brokers are unwilling to engage in transactions in our Common Stock because of the added disclosure requirements.

### Risks Associated with Exchange Rates

Our financial statements are presented in US dollars. At the end of each

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fiscal quarter and the fiscal year, we convert the financial statements of Corgenix UK, which operates in pounds sterling, into US dollars, and consolidate them with results from Corgenix, Inc. We may, from time to time, also need to exchange currency from income generated by Corgenix UK. Foreign exchange rates are volatile and can change in an unknown and unpredictable fashion. Should the foreign exchange rates change to levels different than anticipated by us, our business, financial condition and results of operations may be materially adversely affected.

CORGENIX MEDICAL CORPORATION

### PART II

#### Other Information

##### Item 1. Legal Proceedings

Corgenix is not a party to any material litigation or legal proceedings.

##### Item 2. Changes in Securities and Use of Proceeds

From July 1, 2001 through June 30, 2002, we sold a total of 237,300 shares of Common Stock at \$.8722 per share for a total of \$208,159 to 12 accredited investors and one foreign investor. The sales were made in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended, provided by Section 4 (2) of the Securities Act. In addition, on July 1, 2002, we sold a total of 880,282 shares of redeemable common stock at \$.568 per share for a total of \$500,000 to Medical & Biological laboratories Co., Ltd. (MBL), a Japanese strategic investor (see note 6). None of the above shares were registered under federal or state securities laws, and, therefore, will be "restricted securities" as such term is defined in Rule 144 promulgated under the Securities Act. The Company intends to use the proceeds of the private placement to assist in the market and regulatory development of the Company's HA diagnostic test, acquire capital equipment, reduce short-term debt, accelerate research and development of new products and for general working capital.

##### Item 3. Defaults Upon Senior Securities

None

##### Item 4. Submission of Matters to a Vote of Security Holders

The Registrant's annual meeting of stockholders will be held on December 11, 2002. No matters were submitted to a vote of the Company's security holders during the period covered by this report.

##### Item 5. Other Information

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None

Item 6. Exhibits and Reports on Form 8-K.

a. Index to and Description of Exhibits

Exhibit Number	Description of Exhibit
2.1	Agreement and Plan of Merger dated as of May 12, 1998 by and among Gray Wolf Technologies, Inc., Gray Wolf Acquisition Corp. and REAADS Medical Products, Inc. (filed as Exhibit 2.1 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
2.2	First Amendment to Agreement and Plan of Merger dated as of May 22, 1998 by and among Gray Wolf Technologies, Inc., Gray Wolf Acquisition Corp. and REAADS Medical Products, Inc. (filed as Exhibit 2.2 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
2.3	Second Amendment to Agreement and Plan of Merger dated as of June 17, 1998 by and among the Company and TransGlobal Financial Corporation (filed as Exhibit 2.3 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
3.1	Articles of Incorporation, as amended (filed as Exhibit 3.1 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
3.2	Bylaws (filed as Exhibit 3.2 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
3.3	Articles of Incorporation of health-outfitters.com, Inc. dated November 16, 1999 (filed as Exhibit 3.3 to the Company's filing on Form 10-QSB for the fiscal quarter ended December 31, 1999).
3.4	Bylaws of health-outfitters.com, Inc. dated November 16, 1999 (filed as Exhibit 3.4 to the Company's filing on Form 10-QSB for the fiscal quarter ended December 31, 1999).
10.1	Manufacturing Agreement dated September 1, 1994 between Chugai Pharmaceutical Co., Ltd. and REAADS Medical Products, Inc. (filed as Exhibit 10.1 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
10.2	Amendment to the Manufacturing Agreement dated as of January 17, 1995 between Chugai Pharmaceutical Co., Ltd. and REAADS Medical Products, Inc. (filed as Exhibit 10.2 to the Company's Registration Statement on Form 10-SB

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- filed June 29, 1998, and incorporated herein by reference).
- 10.3 Amendment to Agreement dated November 17, 1997 between Chugai Diagnostic Science, Co., Ltd. and REAADS Medical Products, Inc. (filed as Exhibit 10.3 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
- 10.4 License Agreement dated June 30, 2001 between Chugai Diagnostic Science Co., Ltd. and Corgenix Medical Corporation.
- 10.9 Office Lease dated May 5, 2001 between Crossroads West LLC/Decook Metrotech LLC and Corgenix, Inc.
- 10.10 Guarantee dated November 1, 1997 between William George Fleming, Douglass Simpson and Geoffrey Vernon Callen (filed as Exhibit 10.10 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
- 10.11 Employment Agreement dated April 1, 2001 between Luis R. Lopez and the Company.
- 10.12 Employment Agreement dated April 1, 2001 between Douglass T. Simpson and the Company.
- 10.13 Employment Agreement dated April 1, 2001 between Ann L. Steinbarger and the Company.
- 10.14 Employment Agreement dated April 1, 2001 between Taryn G. Reynolds and the Company.
- 10.15 Employment Agreement dated April 1, 2001 between Catherine (O'Sullivan) Fink and the Company.
- 10.16 Consulting Contract dated May 22, 1998 between Wm. George Fleming, Bond Bio-Tech, Ltd. and the Company (filed as Exhibit 10.16 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
- 10.17 Stock Purchase Agreement dated September 1, 1993 between Chugai Pharmaceutical Co., Ltd. and REAADS Medical Products, Inc. (filed as Exhibit 10.17 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
- 10.19 Note dated January 6, 1997 between REAADS Medical Products, Inc. and Eagle Bank (filed as Exhibit 10.19 to the Company's Registration Statement on Form 10-SB filed June 29, 1998, and incorporated herein by reference).
- 10.24 Form of Indemnification Agreement between the Company and its directors and officers (filed as Exhibit 10.24 to the Company's Registration Statement on Form 10-SB/A-1 filed September 24, 1998 and incorporated herein by reference).
- 10.27 Warrant agreement dated June 1, 2000 between the Company and Taryn G. Reynolds.
- 10.30 Employment Agreement dated March 1, 2001 between William H. Critchfield and the Company (filed as Exhibit 10.30 to the Company's filing on Form 10-QSB for the fiscal quarter ended March 31, 2001).
- 10.31 Business Development and Consulting Agreement dated August 27, 2002 between Ascendant Capital Group, Inc. and the Company.
- 10.32\* Consulting Agreement dated September 29, 2002 between Eiji Matsuura, Ph.D and the Company.
- 10.33\* License Agreement dated September 29, 2002 between Eiji Matsuura, Ph.D and the Company.
- 21.1 Amended Subsidiaries of the Registrant (filed as Exhibit 21.1 to the Company's Registration Statement on Form 10-SB filed June 29, 1998).
- 21.2 Promissory note dated October 1, 2001 between W.G. Fleming and Corgenix UK, Ltd.
- 21.3 Promissory note dated October 1, 2001 between W.G. Fleming



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- and Corgenix UK, Ltd.
- 21.4 Warrant Agreement dated October 11, 2001 between Phillips V. Bradford and the Company.
- 21.5 Warrant Agreement dated October 11, 2001 between Charles F. Ferris and the Company.
- 21.6 Underlease Agreement dated October 3, 2001 between G.V. Callen, A.G. Pirmohamed and Corgenix UK, Ltd.
- 21.7 Distribution Agreement and OEM Agreement dated March 14, 2002 between RhiGene, Inc. and the Company.
- 21.8 Distribution and OEM Agreement dated March 14, 2002 dated March 14, 2002 between RhiGene, Inc., and the Company.
- 21.9 Warrant Agreement dated March 15, 2002 between the Liolios Group, Inc. and the Company.
- 23.1\* Certificate of Corgenix Medical Corporation's Chief Executive Officer and Chief Financial Officer pursuant to section 906 of the Sarbanes-Oxley Act of 2002.

\* Filed herewith.

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(b) Reports on Form 8-K.

None

### CONSULTING AGREEMENT

This Agreement is made effective as of September 29, 2002, between Corgenix Medical Corporation, ("Corgenix) and Eiji Matsuura, Ph.D. ("Dr. Matsuura") of Okayama University.

1. Background. Corgenix desires to engage Dr. Matsuura as an independent  
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contractor to provide such advice, consultation, and other technical and scientific assistance to Corgenix as may from time to time be requested. This Agreement sets forth the terms and conditions for such services.

2. Services. Dr. Matsuura will be engaged as an independent contractor  
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to provide such services as are reasonably requested by Corgenix in connection with the development of diagnostic tests relating to the determination of oxidized lipoproteins and related analytes or antibodies.

3. Compensation. During the term of this Agreement, Dr. Matsuura will  
-----  
receive the following compensation for services.

(a) A fee of \$50,000, paid as follows:

i) \$15,000 upon the execution of the Agreement, ii) \$15,000 six months after the date first written above, iii) \$10,000 twelve months after the date first written above, and iv) \$10,000 eighteen months after the date first written above.

(b) Reimbursement for reasonable business expenses actually incurred in the performance of consulting services, such expenses to be approved by Corgenix in advance.

4. Independent Contractor. In the performance of the consulting services,



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its principal office at 12061 Tejon Street, Westminster, Colorado 80234, U.S.A. ("Corgenix") and Eiji Matsuura, Ph.D. ("Dr. Matsuura"), an individual having his place of residence at \*\*\*\*\*, Japan.

### WITNESSETH:

WHEREAS, Dr. Matsuura is the owner of all right, title and interest in and to certain Technology (as hereinafter defined) relating to methods for the determination of oxidized lipoproteins and related analytes or antibodies, including certain Patents (as hereinafter defined); and

WHEREAS, Corgenix is engaged in the business of developing, manufacturing, selling and distributing diagnostic tests, instrumentation and related products, and desires to obtain a license from Dr. Matsuura in order to make, use, sell and distribute diagnostic products ("Licensed Product") using the Technology on its own behalf; and

WHEREAS, Dr. Matsuura is willing to grant Corgenix a license under the Patents to make, use, sell and distribute Licensed Product subject to the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

### ARTICLE 1 (DEFINITIONS)

In this License Agreement, the following words and expressions have the following meanings: 1.1 "Effective Date" means the date first above written.

1.2 "Licensed Product" means human diagnostic products to be developed, manufactured and sold by Corgenix under the Patents. 1.3 "Net Sales" means the total invoice price charged by Corgenix and/or Subsidiaries to non-Subsidiary third parties for the sale of the Licensed Product, less returns, freight charges, insurance premium and customary trade discounts actually taken, consumption tax or other taxes levied and customs duties.

1.4 "Party" means Corgenix or Dr. Matsuura; "Parties" means Corgenix and Dr. Matsuura.

1.5 "Patents" means US Patent No. 5,900,359 issued on May 4, 1999, attached hereto as Exhibit A, and any subsequent patents issued to either or both of the Parties relating to the Technology.

1.6 "Japanese Patents" means the following patent applications: Japanese Patent Application No. 07-510213: Method for determination of oxidized lipoproteins and use thereof"; Japanese Patent Application No. PCT/JP02/00723: "Ligand for beta-2-glycoprotein I and use thereof"; Japanese Patent Application No. 2002-261366: "Method for measuring oxidized LDL-beta-2-glycoprotein I complex in living body" attached hereto as Exhibit B; and any subsequent patents issued to either or both of the Parties relating to the Technology.

1.7 "Technology" means all information in the possession of Dr. Matsuura regarding methods for the determination of oxidized lipoproteins and related analytes or antibodies as related to the Patents or the Japanese Patents.

1.8 "Subsidiary" means companies that are controlled by Corgenix as of the Effective Date. For the purpose of this definition, "control" shall mean direct beneficial ownership of greater than fifty percent (50%) of the voting stock or other equity ownership interest of such company. 1.9 "Territory" means worldwide except Japan.

1.10 "Consulting Agreement" shall mean an agreement for consulting services between Corgenix and Dr. Matsuura dated September 29, 2002 attached hereto as Exhibit C.

### ARTICLE 2 (GRANT OF LICENSE)

Dr. Matsuura hereby grants to Corgenix exclusive license to manufacture, use, promote to sell, and sell the Licensed Product relating to the Patents in the Territory during the term of this License Agreement. Corgenix shall not

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sublicense the said right to any third parties without prior written consent of Dr. Matsuura which consent shall not be unreasonably withheld by Dr. Matsuura, provided, however, that Corgenix may further sublicense the said right to Subsidiaries without the said consent of Dr. Matsuura.

### ARTICLE 3 (PATENTS AND JAPANESE PATENTS)

#### 3.1 Patents.

3.1.1 Corgenix is responsible for the maintenance and prosecution of all Patents outside of Japan.

3.1.2 Corgenix shall be responsible for the translation of the Japanese Patents into English and the filing of US patents which shall be assigned to Corgenix and Dr. Matsuura.

3.1.3 Should Corgenix decide not to prosecute or maintain any or all of the Patents, the Patent(s) so affected shall be reassigned by Corgenix to Dr. Matsuura.

3.2 Japanese Patents. Dr. Matsuura is responsible for the maintenance and prosecution of all Japanese Patents. Should Dr. Matsuura decide for any reason not to maintain any or all of the Japanese Patents, he shall immediately notify Corgenix.

### ARTICLE 4 (REGULATORY APPROVAL)

Corgenix shall be responsible for, and shall bear the expenses of, filing and prosecuting any application to obtain the required governmental approvals or consents necessary to manufacture and market the Licensed Product in the Territory.

### ARTICLE 5 (TECHNICAL ASSISTANCE)

Both Parties agree to collaborate on the Technology and to provide ongoing technical support concerning the Patents in order to obtain the governmental approvals or consents necessary to develop, manufacture and market the Licensed Product, and effectively promote the Licensed Product in the Territory.

### ARTICLE 6 (ROYALTIES AND PAYMENTS)

6.1 In consideration of the grant of the rights by Dr. Matsuura to Corgenix under this License Agreement, Corgenix shall pay to Dr. Matsuura as follows: a royalty of four (4) percent (4 %) of Net Sales of the Licensed Product sold by Corgenix and its Subsidiaries for each calendar half year commencing on the Effective Date and thereafter during the term of this License Agreement shall be paid to Dr. Matsuura semiannually within forty-five (45) days after the ends of every June and December.

6.2 Payment Method. All payments to Dr. Matsuura under this License Agreement, except as otherwise agreed, shall be remitted in United States Dollars by telegraphic transfer to the account of Dr. Matsuura, at a bank designated by Dr. Matsuura. If a payment is delayed, overdue interest rate will be the US Dollar London Interbank Offered Rate of corresponding overdue period plus three percent (3%) per annum.

6.3 Concurrent with the signing of the License Agreement, the parties shall execute a Consulting Agreement whereby Dr. Matsuura will provide certain consulting services to Corgenix.

### ARTICLE 7 (RECORDS)

Corgenix shall keep complete and accurate records and books in sufficiently detailed to show the amount of the Licensed Products manufactured and sold, and the running royalty due and payable to Dr. Matsuura for five (5) years from each calendar year. Corgenix shall, at the request and at the expense of Dr. Matsuura, permit Dr. Matsuura or an independent accountant designated by Dr. Matsuura to have access to such records to examine and to copy, during ordinary business hours, as may be necessary to verify or determine any royalties, paid or payable, under this License Agreement.

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### ARTICLE 8 (IMPROVEMENTS)

The Parties acknowledge and agree that certain inventions and improvements (collectively, "Improvements") may be made by either Party through the use of the Patents. Each Party shall inform the other Party of any Improvements.

### ARTICLE 9 (CONFIDENTIALITY)

Each Party acknowledges that during the course of this License Agreement it will become privy to confidential information of the other Party including technology, business strategy and other technical, business and financial matters. Each Party further acknowledges that the disclosure of such information to a third party, or the use of such information for purposes other than the purposes of this License Agreement, would cause irreparable injury to the other Party, which injury might not be compensated for adequately by money damages. Each Party accordingly agrees, during the term of this License Agreement and five (5) years thereafter, to hold all information provided by the other Party in strict confidence and not to disclose any such information to a third party except as expressly permitted by the other Party, or use such information for any purpose other than the purposes hereof.

As used herein, the term confidential information shall not include information that:

- (i) is or becomes generally available to the public other than as a result of disclosure by receiving Party,
- (ii) was available to receiving Party on a non-confidential basis prior to its receipt from disclosing Party,
- (iii) becomes available to receiving Party lawfully from a third party that is not prohibited from disclosing such information, or
- (iv) is developed independently by receiving Party as evidenced by written records other than through knowledge of the disclosed information from disclosing Party.

### ARTICLE 10 (PUBLIC DISCLOSURE)

When Corgenix wants to make any public disclosure in connection with this License Agreement, Corgenix shall propose such disclosure to Dr. Matsuura in writing. Dr. Matsuura shall have a right to review and edit such a proposed draft and a right to veto such a disclosure, but Dr. Matsuura cannot unduly withhold his consent. Dr. Matsuura shall respond to Corgenix within thirty (30) business days from the receipt of such a proposal.

### ARTICLE 11 (WARRANTY AND INFRINGEMENT)

11.1 Dr. Matsuura warrants that he has full authority to enter into this License Agreement, provided, however, that Dr. Matsuura makes no warranties, expressed or implied, as to the merchantability of the Technology nor warranties of freedom from infringement of any patents or other proprietary rights of third parties.

11.2 In the event that any third party claim is made or suit is brought against Corgenix upon the basis that the manufacture, sale and use of the Licensed Product infringes a patent in the Territory owned by said third party, Dr. Matsuura, at his own discretion, will cooperate with Corgenix at Corgenix' cost as reasonably requested by Corgenix in defense of any such claims brought against Corgenix.

11.3 In the event that any third party infringes any of the Patents in the Territory, then the Parties hereto shall cooperate to take appropriate action against such third party.

### ARTICLE 12 (INDEMNIFICATION)

Corgenix shall indemnify Dr. Matsuura from and against any damages, liabilities, expenses to be suffered by Dr. Matsuura with regard to product

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liability claim by a third party.

ARTICLE 13 (TERM)

This License Agreement, unless earlier terminated pursuant to Article 14 thereof, shall continue in effect for a period of ten (10) years from the Effective Date, and may be renewed or extended for successive terms pursuant to terms and conditions mutually agreed upon in writing.

ARTICLE 14 (TERMINATION)

Either Party may, without prejudice to any other rights or remedies, terminate the License Agreement by giving sixty (60) days written notice to the other with immediate effect, if any of the following events should occur

- (i) if either Party fails to make any payment to the other when due under this License Agreement and such failure continues for more than thirty (30) days after receipt of a written notice specifying the default;
- (ii) if either Party fails to perform any other provision of this License Agreement which failure remains uncorrected for more than thirty (30) days after receipt of a written notice specifying the default;
- (iii) if either Party files a petition in bankruptcy, or petition in bankruptcy is filed against it, or either Party becomes insolvent, bankrupt, or makes a general assignment for the benefit of creditors, or goes into liquidation or receivership;
- (iv) if either Party ceases or threatens to cease to carry on business or disposes of the whole or any substantial part of its undertaking or its assets.

ARTICLE 15 (NOTICES)

All notices or reports required or permitted under this License Agreement shall be in writing, and shall be given by prepaid registered airmail letter or international courier to the addresses shown below or to such other addresses as the parties may designate in writing.

To Dr. Matsuura:

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Eiji Matsuura, Ph.D.  
\*\*\*\*\* Japan

To Corgenix:

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Attention: President  
12061 Tejon Street  
Westminster, Colorado 80234 USA.

ARTICLE 16 (ENTIRE AGREEMENT)

This License Agreement constitutes the entire agreement between Parties hereto, and supersedes any prior written or oral agreements between Parties concerning the subject matter hereof.

ARTICLE 17 (TITLES)

The titles of the Articles of this License Agreement are for reference only, and this License Agreement shall not be construed by reference to such titles.

ARTICLE 18 (ARBITRATION)

Any controversy or claim arising under or in relation to this License Agreement, except as otherwise expressly provided below, shall be settled exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association (AAA). Arbitration shall take place in Denver, Colorado, U.S.A. before one arbitrator selected by the parties jointly or failing their agreement, selected pursuant to the rules of the AAA. The arbitration shall be conducted in English and shall use the U.S. Federal rules of evidence and the U.S. Federal rules of civil procedure. The

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substantially prevailing party shall be entitled to recover its costs and attorneys' fees. The decision of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. Dr. Matsuura specifically consents to the jurisdiction of the courts of the State of Colorado, U.S.A., and any other place where it is located or can be found for purposes of enforcing an award.

ARTICLE 19 (ASSIGNMENT)

This License Agreement or any part of this License Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party. Any assignment or transfer without such consent shall be null and void.

ARTICLE 20 (NO WAIVER)

Except where specific time limits are herein provided, no delay on the part of either Party hereto in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver, modification or amendment of this License Agreement or any provision hereof shall be enforceable against any party hereto unless in writing, signed by the Party against whom such waiver, modification or amendment is claimed, and with regard to any waiver, shall be limited solely to the one event.

ARTICLE 21 (GOVERNING LAW)

This License Agreement shall be governed by and construed in accordance with the laws of Colorado.

IN CONSIDERATION OF the foregoing terms and conditions, Corgenix and Dr. Matsuura hereto have affixed their authorized signatures.

Corgenix Medical Corporation

s/ Luis R. Lopez, MD  
-----  
Luis R. Lopez, MD  
CEO

s/ Eiji Matsuura, Ph.D.  
-----  
Eiji Matsuura, Ph.D.

CERTIFICATIONS

I, Luis R. Lopez, Chief Executive Officer, certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Corgenix Medical Corporation.
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report.
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;

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4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
  - (a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made know to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
  - (b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
  - (c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors:
  - (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal control; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

/S/Luis R. Lopez  
Chief Executive Officer

I, William H. Critchfield, Chief Financial Officer, certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Corgenix Medical Corporation.
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to



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make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report.

3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
  - (a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made know to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
  - (b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
  - (c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors:
  - (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal control; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

/S/William H. Critchfield  
Chief Financial Officer

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I, Douglass T. Simpson, President, certify that:

1. I have reviewed this quarterly report on Form 10-QSB of Corgenix Medical Corporation.
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report.
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
  - (a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
  - (b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
- (d) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors:
  - (a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal control; and
  - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: November 14, 2002

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/S/Douglass T. Simpson  
President

CERTIFICATION  
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002  
SUBSECTIONS (a) AND (b) OF SECTION 1350,  
CHAPTER 63 OF TITLE 18, UNITED STATES CODE

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of Title 18, United States Code), each of the undersigned officers of Corgenix Medical Corporation, a Nevada corporation (the "Company"), does hereby certify with respect to the Quarterly Report of the Company on Form 10-QSB for the quarter ended September 30, 2002 as filed with the Securities and Exchange Commission (the "10-QSB Report") that:

- (1) the 10-QSB Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the 10-QSB Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 14, 2002

/S/Luis R. Lopez  
Chief Executive Officer

/S/William H. Critchfield  
Chief Financial Officer

/S/Douglass T. Simpson  
President

SIGNATURES

In accordance with the requirements of the Securities Exchange Act of 1934, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CORGENIX MEDICAL CORPORATION

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November 14, 2002

By: /s/ Luis R. Lopez

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Luis R. Lopez, M.D.  
Chairman and Chief  
Executive Officer