
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (date of earliest event reported): **July 25, 2007**

Corgenix Medical Corporation

(Exact Name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-24541
(Commission File Number)

93-1223466
(I.R.S. Employer
Identification No.)

11575 Main Street
Suite 400
Broomfield, Colorado 80020
(Address, including zip code, of principal executive offices)

(303) 457-4345
(Registrant's telephone number including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting Material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 Entry Into Material Definite Agreements

Corgenix Medical Corporation (the “Company”) entered into subscription and other agreements on July 25, 2007 to complete a private placement with certain institutional and other accredited investors.

The Sales

The Company’s offering consisted of common stock in the Company (the “Shares”) at the price of \$0.25 per share. For each Share purchased, every investor received an equal number of common stock purchase warrants (the “Warrants”). One-third of the Warrants issued to each investor are exercisable at \$0.34 per share with a one-year term, one-third are exercisable at \$0.375 per share with a two-year term, and the remaining third are exercisable at \$0.40 per share with a five-year term.

The Shares and Warrants were offered and sold in reliance on exemptions from registration pursuant to Section 4(2) of the Securities Act of 1933, and Rule 506 of Regulation D thereunder. Each investor is an “accredited investor” as defined in Rule 501 of the same.

The sale of the Shares and Warrants also included a Registration Rights Agreement whereby the Company provides the purchasers with “piggy back” registration rights if the Company proposes to register securities under the 1933 Act.

As of the date of writing, the Company has sold \$725,000 in interests. The maximum offering size is \$860,000, although the Company has reserved a right to increase the offering by up to 15% of that figure.

Closing Fees and Broker Expenses

Terra Nova Financial, LLC, an Illinois limited liability company (“Terra Nova”), acted as a placement agent for the Company. Iliad Advisors, LLC, an Illinois limited liability company (“Iliad Advisors”), provided advisory services to Terra Nova on the transaction. As compensation for Terra Nova’s services, the Company is to pay Terra Nova a fee equal to 7% of the aggregate offering price, due to Terra Nova at each close of the transaction. To date, the Company has paid Terra Nova \$50,750. Terra Nova’s fee also includes warrants, due to Terra Nova at the close of the transaction, to purchase shares of the Company’s common stock at the offering price of \$0.25 per share. If Terra Nova succeeds in reaching the maximum proceeds plus over-allotment, totaling \$989,000, it will receive \$69,230 in cash, and warrants to purchase 276,920 shares of common stock at \$0.25 per share.

The Company is to pay all of the expenses related to the offering.

Right of First Refusal

As additional compensation, Terra Nova received a right of first refusal to serve as the exclusive representative of the Company in future offerings. This right of first refusal lasts twelve months from the date that the Company received the offering’s first \$585,000.00, which occurred on July 11, 2007. This right is subordinate to similar rights in favor of the Company’s current debt investors and preferred stockholder.

Use of Proceeds

The Company will use the proceeds of the transaction to fund expansion of the Company’s current product line, and to provide for general corporate purposes and to provide working capital.

ITEM 3.02 Unregistered Sales of Equity Securities

See Item 1.01 above, incorporated herein by reference.

ITEM 9.01 Financial Statements and Exhibits

- 4.1 Form of Common Stock Purchase Warrant
- 4.2 Form of Subscription Agreement
- 4.3 Form of Registration Rights Agreement
- 4.4 Placement Agent Agreement

SIGNATURES

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

Date: July 25, 2007

CORGENIX MEDICAL CORPORATION

By: /s/ Douglass T. Simpson
Douglass T. Simpson
President and Chief Executive Officer

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SHARES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT.

Corgenix Medical Corporation

**FORM OF COMMON STOCK PURCHASE WARRANT "[A, B or C]"
July 2007**

Number of Shares:	Holder:
Original Issue Date:	Address:
Expiration Date:	Tel:
Exercise Price per Share: \$	Fax:

Corgenix Medical Corporation a company organized and existing under the laws of the State of Nevada (the "**Company**"), hereby certifies that, for value received, [**Name of Holder**], or its registered assigns (the "**Warrant Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company up to _____ shares (as adjusted from time to time as provided in Section 6, the "**Warrant Shares**") of common stock, \$.001 par value (the "**Common Stock**"), of the Company at a price of [**Insert Price**] (\$0.) per Warrant Share (as adjusted from time to time as provided in Section 6, the "**Exercise Price**"), at any time and from time to time from and after the date thereof and through and including 5:00 p.m. Mountain Time on July , 20 (the "Expiration Date"), and subject to the following terms and conditions:

1. **Registration of Warrant.** The Company shall register this Warrant upon records to be maintained by the Company for that purpose (the "**Warrant Register**"), in the name of the record Warrant Holder hereof from time to time.

2. **Investment Representation.** The Warrant Holder by accepting this Warrant represents that the Warrant Holder is acquiring this Warrant for its own account or the account of an affiliate for investment purposes and not with the view to any offering or distribution and that the Warrant Holder will not sell or otherwise dispose of this Warrant or the underlying Warrant Shares in violation of applicable securities laws. The Warrant Holder acknowledges that the certificates representing any Warrant Shares will bear a legend indicating that they have not been registered under the United States Securities Act of 1933, as amended (the "**1933 Act**") and may not be sold by the Warrant Holder except pursuant to an effective registration statement or pursuant to an exemption from registration requirements of the 1933 Act and in accordance with federal and state securities laws.

3. **Validity of Warrant and Issue of Shares.** The Company represents and warrants that this Warrant has been duly authorized and validly issued.

4. **Registration of Transfers and Exchange of Warrants.**

(a) Subject to compliance with the legend set forth on the face of this Warrant, the Company shall register the transfer of any portion of this Warrant in the Warrant Register, upon surrender of this Warrant with the Form of Assignment attached hereto duly completed and signed, to the Company at the office specified in or pursuant to Section 10. Upon any such registration or transfer, a new warrant to purchase Common Stock, in substantially the form of this Warrant (any such new warrant, a "**New Warrant**"), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the transferring Warrant Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance of such transferee of all of the rights and obligations of a Warrant Holder of a Warrant.

(b) This Warrant is exchangeable, upon the surrender hereof by the Warrant Holder to the office of the Company specified in or pursuant to Section 10 for one or more New Warrants, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder. Any such New Warrant will be dated the date of such exchange.

5. **Exercise of Warrants.**

(a) Upon surrender of this Warrant with the Form of Election to Purchase attached hereto duly completed and signed to the Company, at its address set forth in Section 10, and upon payment and delivery of the Exercise Price per Warrant Share multiplied by the number of Warrant Shares that the Warrant Holder intends to purchase hereunder, in lawful money of the United States of America, in cash or by certified or official bank check or checks, to the Company, all as specified by the Warrant Holder in the Form of Election to Purchase, the Company shall promptly issue or cause to be issued and cause to be delivered to or upon the written order of the Warrant Holder and in such name or names as the Warrant Holder may designate (subject to the restrictions on transfer described in the legend set forth on the face of this Warrant), a certificate for the Warrant Shares issuable upon such exercise, with such restrictive legend as required by the 1933 Act. Any person so designated by the Warrant Holder to receive Warrant Shares shall be deemed to have become holder of record of such Warrant Shares as of the Date of Exercise of this Warrant.

(b) A “Date of Exercise” means the date on which the Company shall have received (i) this Warrant (or any New Warrant, as applicable), with the Form of Election to Purchase attached hereto (or attached to such New Warrant) appropriately completed and duly signed, and (ii) payment of the Exercise Price for the number of Warrant Shares so indicated by the Warrant Holder to be purchased.

(c) This Warrant shall be exercisable at any time and from time to time for such number of Warrant Shares as is indicated in the attached Form of Election To Purchase. If less than all of the Warrant Shares which may be purchased under this Warrant are exercised at any time, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares for which no exercise has been evidenced by this Warrant.

6. **Adjustment of Exercise Price and Number of Shares.** The character of the shares of stock or other securities at the time issuable upon exercise of this Warrant and the Exercise Price therefore, are subject to adjustment upon the occurrence of the following events, and all such adjustments shall be cumulative:

(a) **Adjustment for Stock Splits, Stock Dividends, Recapitalizations, Etc.** The Exercise Price of this Warrant and the number of shares of Common Stock or other securities at the time issuable upon exercise of this Warrant shall be appropriately adjusted to reflect any stock dividend, stock split, combination of shares, reclassification, recapitalization or other similar event affecting the number of outstanding shares of stock or securities.

(b) **Adjustment for Reorganization, Consolidation, Merger, Etc.** In case of any consolidation or merger of the Company with or into any other corporation, entity or person, or any other corporate reorganization, in which the Company shall not be the continuing or surviving entity of such consolidation, merger or reorganization (any such transaction being hereinafter referred to as a “**Reorganization**”), then, in each case, the holder of this Warrant, on exercise hereof at any time after the consummation or effective date of such Reorganization (the “**Effective Date**”), shall receive, in lieu of the shares of stock or other securities at any time issuable upon the exercise of the Warrant issuable on such exercise prior to the Effective Date, the stock and other securities and property (including cash) to which such holder would have been entitled upon the Effective Date if such holder had exercised this Warrant immediately prior thereto (all subject to further adjustment as provided in this Warrant).

(c) **Certificate as to Adjustments.** In case of any adjustment or readjustment in the price or kind of securities issuable on the exercise of this Warrant, the Company will promptly give written notice thereof to the holder of this Warrant in the form of a certificate, certified and confirmed by the Board of Directors of the Company, setting forth such adjustment or readjustment and showing in reasonable detail the facts upon which such adjustment or readjustment is based.

7. **Fractional Shares.** The Company shall not be required to issue or cause to be issued fractional Warrant Shares on the exercise of this Warrant. The number of full Warrant Shares that shall be issuable upon the exercise of this Warrant shall be computed on the basis of the aggregate number of Warrants Shares purchasable on exercise of this Warrant so presented. If any fraction of a Warrant Share would, except for the provisions of this Section 7, be issuable on the exercise of this Warrant, the Company shall, at its option, (i) pay an amount in cash equal to the Exercise Price multiplied by such fraction or (ii) round the number of Warrant Shares issuable up or down, as applicable, to the next whole number.

8. **Sale or Merger of the Company.** Upon a Change in Control, the Warrant Holder will have the right to exercise this Warrant concurrently with such Change in Control event. For purposes of this Warrant, the term “Change in Control” shall mean a consolidation or merger of the Company with or into another company or entity in which the Company is not the surviving entity or the sale of all or substantially all of the assets of the Company to another company or entity not controlled by the then existing shareholders of the Company in a transaction or series of transactions.

9. **Issuance of Substitute Warrant.** In the event of a merger, consolidation, recapitalization or reorganization of the Company or a reclassification of Company shares of stock, which results in an adjustment to the number of shares subject to this Warrant and/or the Exercise Price hereunder, the Company agrees to issue to the Warrant Holder a substitute Warrant reflecting the adjusted number of shares and/or Exercise Price upon the surrender of this Warrant to the Company.

10. **Notice.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given (i) on the date they are delivered if delivered in person; (ii) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation; (iii) on the date delivered by an overnight courier service; or (iv) on the third business day after it is mailed by registered or certified mail, return receipt requested with postage and other fees prepaid as follows:

If to the Company:

Corgenix Medical Corporation
11575 Main Street, Suite 400
Broomfield, Colorado 80020
Attention: Chief Financial Officer
Facsimile: (303) 453-8958

If to the Warrant Holder:

Attention:
Facsimile:

11. **Miscellaneous.**

(a) This Warrant shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Warrant may be amended only by a writing signed by the Company and the Warrant Holder.

(b) Nothing in this Warrant shall be construed to give to any person or corporation other than the Company and the Warrant Holder any legal or equitable right, remedy or cause of action under this Warrant; this Warrant shall be for the sole and exclusive benefit of the Company and the Warrant Holder.

(c) This Warrant shall be governed by, construed and enforced in accordance with the internal laws of the State of Colorado, without regard to the principles of conflicts of law thereof.

(d) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(e) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefore, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(f) The Warrant Holder shall not, by virtue hereof, be entitled to any voting or other rights of a shareholder of the Company, either at law or equity, and the rights of the Warrant Holder are limited to those expressed in this Warrant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by the authorized officer as of the date first above stated.

CORGENIX MEDICAL CORPORATION, a Nevada corporation

By: _____
Name: Douglass T. Simpson
Its: Chief Executive Officer

FORM OF ELECTION TO PURCHASE

(To be executed by the Warrant Holder to exercise the right to purchase shares of Common Stock under the foregoing Warrant)

To: **Corgenix Medical Corporation:**

In accordance with the Warrant enclosed with this Form of Election to Purchase, the undersigned hereby irrevocably elects to purchase _____ shares of Common Stock ("Common Stock"), \$.001 par value, of Corgenix Medical Corporation and encloses the warrant and \$ _____ for each Warrant Share being purchased or an aggregate of \$ _____ in cash or certified or official bank check or checks, which sum represents the aggregate Exercise Price (as defined in the Warrant) together with any applicable taxes payable by the undersigned pursuant to the Warrant.

The undersigned requests that certificates for the shares of Common Stock issuable upon this exercise be issued in the name of:

(Please print name and address)

(Please insert Social Security or Tax Identification Number)

If the number of shares of Common Stock issuable upon this exercise shall not be all of the shares of Common Stock which the undersigned is entitled to purchase in accordance with the enclosed Warrant, the undersigned requests that a New Warrant (as defined in the Warrant) evidencing the right to purchase the shares of Common Stock not issuable pursuant to the exercise evidenced hereby be issued in the name of and delivered to:

(Please print name and address)

Dated:

Name of Warrant Holder:

(Print) _____
(By:) _____
(Name:) _____
(Title:) _____

Signature must conform in all respects to name of Warrant Holder as specified on the face of the Warrant

CORGENIX MEDICAL CORPORATION
FORM OF SUBSCRIPTION AGREEMENT
FOR
COMMON STOCK
AND
WARRANTS
(For U.S. Resident Purchasers Only)

Corgenix Medical Corporation
Attn: William H. Critchfield
11575 Main Street, Suite 400
Broomfield, Colorado 80020

1. Subscription for Interests.

(a) The undersigned, intending to be legally bound, hereby irrevocably subscribes for the purchase from Corgenix Medical Corporation, a Nevada corporation (the “Company”), of the number of shares and warrants to acquire shares of the Company (such shares and warrants, the “Interests”) indicated in Section 17 hereof. This subscription is submitted to the Company in accordance with and subject to the terms and conditions described herein. The signature of the undersigned below constitutes the execution and submission of this Subscription Agreement. Upon execution and delivery of this Agreement and receipt of the subscription price in full, the Company will deliver to the undersigned three separate Warrants, each in the form attached hereto as **Exhibit A**. One-third of the warrants will be exercisable at \$0.34/share with a 1-year term, one-third of the warrants will be exercisable at \$0.375/share with a 2-year term, and one-third of the warrants will be exercisable at \$0.40/share with a 5-year term.

(b) The undersigned understands that this subscription is not binding on the Company until accepted by the Company and agrees and represents that the Company reserves the right to reject this subscription for any reason or no reason, in whole or in part, and at any time prior to the acceptance thereof, notwithstanding prior receipt by the undersigned of notice of receipt of the undersigned’s subscription. In the event of rejection of this subscription, the Purchase Price (defined below) will be promptly returned to the undersigned, together with this Subscription Agreement, this Subscription Agreement shall have no further force or effect, and the undersigned and the Company shall have no further obligation to one another hereunder.

(c) The Company will provide you with “piggy back” registration rights on all 1933 Act registrations of the Company pursuant to the Securities Act of 1933, as amended (the “1933 Act”) or any registration statements that the Company files in response to the exercise of previously outstanding demand registration rights that do not otherwise restrict the ability to include shares included in or underlying the Interests. Such piggy back registration rights will also not be permitted for a registration on any form, including relating to employee benefits plans and corporate reorganizations, that does not permit secondary sales or does not include substantially the same information as would be required to be included in a registration statement covering the sale of such securities. Registration rights will be governed by the Registration Rights Agreement in the form attached as **Exhibit B**. The undersigned expressly acknowledges and agrees that since early 2006, the SEC staff has been raising concerns regarding the availability of Rule 415 for resale shelf registrations of privately placed securities, based primarily on Form S-3, Rule 415, the Manual of Publicly Available Telephone Interpretations, and other guidance, and that such concerns have caused significant uncertainty regarding the Company’s ability to register for resale all of the shares of common stock subscribed for in this offering, including shares underlying the warrants included in the Interests. As such, the undersigned expressly acknowledges and agrees that:

(i) any registration statement filed that includes any shares included in the Interests may not be declared effective by the SEC as a result of the SEC’s interpretation of Rule 415, that the Company may be required to cut back or reduce the number of shares so registered, and that the Company will only register such number of shares as permitted by the SEC;

(ii) if there are to be reductions to the number of shares to be registered (whether as a result of Rule 415 issues or as a result of preexisting rights of holders of registration rights whose rights may not be diluted by those of the investors purchase Interests in this offering), then all investors purchasing Interests in this offering may, in the sole discretion of the Company, have their shares to be registered reduced pro rata with all other investors in this offering;

(iii) if there are to be reductions to the number of shares registered, then the Company will use its commercially reasonable efforts to prepare and file follow-on registrations to the extent permitted by existing SEC guidance (e.g. the later of sale by the undersigned of substantially all of the shares previously registered and six months) or based on the ability to register shares without SEC objection;

(iv) because any such reduction or limitation is outside of the Company's control, the undersigned will have no right whatsoever to damages (liquidated or otherwise) for any failure of the Company to register the undersigned's shares timely, or at all, because of Rule 415 related delays or objections made by, or limitations imposed by, the SEC; and

(v) if a suit or action is brought by any party under this Agreement against the Company for alleged damages or loss resulting from Rule 415 related delays or objections made by, or limitations imposed by, the SEC, then the Company will be entitled to its attorneys fees and expenses incurred in responding to such suit or action.

(d) The proceeds from this sale of Interests will be applied toward expansion and working capital and other general corporate purposes. However, the Company intends to sell no less than \$650,000 worth of Interests, up to a maximum of \$860,000, subject to the Company's right to increase the offering by up to 450,000 shares, or 15% of the proposed offering size. If the minimum offering is not achieved, then the offering will be terminated and all subscriptions will be returned to you without interest.

(e) The subscription price must be delivered to Wells Fargo Bank, National Association, by wire transfer of immediately available funds in United States Dollars, as follows:

Wells Fargo Bank, NA
ABA 121000248
BNF: Corporate Trust Clearing
A/C 0001038377
Further credit: Corgenix Medical Corp Escrow
A/C 22413900

2. Amount and Method of Payment. The undersigned encloses herewith the consideration ("Purchase Price") required to purchase the number of Interests subscribed for in Section 17 hereof. Payment of the Purchase Price is being made by delivery of cash, by wire transfer in accordance with instructions to be provided by the Company or a check made payable to "Corgenix Medical Corporation." The minimum purchase is \$50,000 for any purchase of the Interests. However, the Company, in its sole discretion, has authority to accept subscriptions for a lesser amount.

3. Representations and Warranties of the Undersigned. In order to induce the Company to accept this subscription, the undersigned hereby acknowledges, represents and warrants to and covenants with the Company that:

(a) The undersigned understands that an investment in the Interests is available only to "Accredited Investors" as such term is defined in Regulation D of the 1933 Act. The undersigned represents and warrants that he/she/it is an "Accredited Investor," and agrees that all statements, representations and warranties of the undersigned contained in the Corgenix Medical Corporation Investor Questionnaire are incorporated into this Agreement by reference.

(b) The undersigned understands that the offering and sale of the Interests is intended to be exempt from registration under the 1933 Act by virtue of Section 4(2) of the Act and the provisions of Rule 506 of Regulation D promulgated thereunder and, in accordance therewith and in furtherance thereof, the undersigned represents and warrants to and agrees with the Company as follows:

(i) The undersigned has received the most recent Form 10-KSB, last 3 Forms 10-QSB, most recent annual Proxy Statement, and all Forms 8-K filed since the date of the Company last Form 10-QSB (the "Disclosure Materials"), has carefully reviewed them, the exhibits attached thereto and referenced therein, understands the same, and has not relied upon any information in making an investment decision hereunder other than the information contained in the Disclosure Materials and information otherwise provided to the undersigned in writing by, or on behalf of, the Company relating to this investment;

(ii) The undersigned understands that all documents, records, and books pertaining to this investment (including, without limitation, the Disclosure Materials and the exhibits attached thereto) have been made available for inspection by the undersigned and the undersigned's attorney and/or accountant or other advisors and the undersigned and its agents have utilized such access to the undersigned's satisfaction for the purpose of obtaining such information regarding the Company as the undersigned has requested;

(iii) The undersigned and/or the undersigned's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of the Company concerning the offering of the Interests, and all such questions have been answered to the full satisfaction of the undersigned;

(iv) No oral or written representations have been made or oral or written information furnished to the undersigned or the undersigned's advisor(s) in connection with the offering of the Interests that are in any way inconsistent with the information stated in the Disclosure Materials;

(v) The undersigned is not subscribing for Interests as a result of, or subsequent to, any advertisement, article, notice, or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio, or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising, or any solicitation of a subscription by a person not previously known to the undersigned in connection with investments in securities generally;

(vi) If the undersigned is a natural person, the undersigned has reached the age of majority in the state in which the undersigned resides, has adequate means of providing for the undersigned's current needs and personal contingencies, is able to bear the substantial economic risks of an investment in the Interests for an indefinite period of time, has no need for liquidity in such investment, and can afford a complete loss of such investment;

(vii) The undersigned, or together with the undersigned's advisor(s), has such knowledge and experience in financial, tax, and business matters so as to enable the undersigned to utilize the information made available to the undersigned in connection with the offering of the Interests in order to evaluate the merits and risks of an investment in the Interests and to make an informed investment decision with respect thereto;

(viii) The undersigned is not relying on the Company with respect to the tax and other economic considerations of the undersigned relating to an investment in the Interests. In regard to such considerations, the undersigned has relied on the advice of, or has consulted with, only the undersigned's own advisors;

(ix) The undersigned is acquiring the Interests solely for the undersigned's own account as principal, for investment purposes only and not with a view to the resale or distribution thereof, in whole or in part, and no other person has or will have a direct or indirect beneficial interest in such Interests;

(x) The undersigned will not sell or otherwise transfer the Interests without registration under the 1933 Act or unless there is available an exemption therefrom and fully understands and agrees that the undersigned must bear the economic risk of this purchase for an indefinite period of time because, among other reasons, the Interests have not been registered under the 1933 Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned, or otherwise disposed of unless they are subsequently registered under the 1933 Act and under the applicable securities laws of such states or unless exemptions from such registrations are available;

(xi) The undersigned certifies, under penalties of perjury, that the undersigned is not subject to the backup withholding provisions of Section 3406(a)(i)(C) of the Internal Revenue Code of 1986, as amended;

(xii) The undersigned has evaluated the merits and risks of investing in the Company and has determined that such investment is a suitable long-term, high risk investment for the undersigned, and is fully aware of the fact that anti-dilution mechanisms contained in various options, warrants, and convertible promissory notes will cause the holders of such instruments to be able to purchase or convert into more shares of common stock at more favorable prices than is currently the case;

(xiii) The undersigned understands that he is investing in the Interests without being furnished any offering literature or prospectus except the Disclosure Materials and that this transaction has not been scrutinized by the Securities and Exchange Commission; no foreign, federal, or state authority has made a finding or determination as to the fairness for investment of the Disclosure Materials and no foreign, federal or state authority has recommended or endorsed or will recommend or endorse this offering;

(xiv) The undersigned understands that, unless he, she, or it notifies the Company in writing to the contrary at or before the closing of the purchase of the Interests, all the undersigned's representations and warranties contained in the Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the closing of the purchase of the Interests, taking into account all information received by the undersigned;

(xv) The undersigned understands that estimates, projections, and other forward-looking statements contained in the Disclosure Materials, by their nature, involve significant elements of subjective judgment and analysis that may or may not be correct; that there can be no assurance that such projections or goals will be attained; and that the projections and estimates contained in the Disclosure Materials should not be relied upon as a promise or representation of the future performance of the Company; and

(xvi) The undersigned has not used any person as a "Purchaser Representative" within the meaning of SEC Regulation D to represent him/her/it in determining whether to purchase the Interests.

(c) The undersigned recognizes that an investment in the Interests involves a number of significant risks that may result in the loss of the undersigned's entire investment in the Interests.

(d) If the undersigned is a corporation, partnership, trust, or other entity, it is authorized and qualified to purchase the Interests, and the person executing this Subscription Agreement on behalf of such entity has been duly authorized by such entity to do so.

(e) If the undersigned is a corporation, a partnership, or a limited liability company, the person signing this Subscription Agreement on its behalf hereby represents and warrants that the information contained herein that has been completed by any shareholders of such corporation, partners of such partnership, or members or managers of such limited liability company is true and correct with respect to such shareholders, partners, members, or managers (and if any such shareholder, partner, member, or manager is itself a corporation, partnership, or limited liability company, with respect to all persons having an interest in such corporation, partnership, or limited liability company, whether directly or indirectly), and that the person signing this Subscription Agreement has made due inquiry to determine the truthfulness and accuracy of the information contained herein.

4. Covenants of the Investor.

(a) The undersigned's trading activities with respect to shares of the Company's common stock will be in compliance with all applicable state and federal securities laws, rules and regulations and rules and regulations of any public market on which the Company's common stock is listed.

(b) The undersigned acknowledges that (1) the common stock and warrants included in the Interests have not been registered under the provisions of the 1933 Act, and may not be transferred unless (A) subsequently registered thereunder or (B) the undersigned shall have delivered to the Company an opinion of counsel, reasonably satisfactory in form, scope and substance to the Company, to the effect that the warrants and shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; and (2) any sale of the warrants and shares made in reliance on Rule 144 promulgated under the 1933 Act may be made only in accordance with the terms of said Rule and further, if said Rule is not applicable, any resale of such securities under circumstances in which the seller, or the person through whom the sale is made, may be deemed to be an underwriter, as that term is used in the 1933 Act, may require compliance with some other exemption under the 1933 Act or the rules and regulations of the SEC thereunder.

(c) The undersigned acknowledges and agrees that the shares, the warrants, and, until such time as the shares have been registered under the 1933 Act and sold in accordance with an effective registration statement, certificates and other instruments representing any of the shares, will bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of any such securities):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS AND NEITHER SUCH SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, PLEDGED, ASSIGNED OR OTHERWISE TRANSFERRED UNLESS (1) A REGISTRATION STATEMENT WITH RESPECT THERETO IS EFFECTIVE UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, OR (2) IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S, OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.”

5. Representations and Warranties of the Company. In order to induce the undersigned to subscribe for the Interests, the Company hereby acknowledges, represents and warrants to and covenants with the undersigned that:

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of 100,000,000 shares of common stock and 5,000,000 shares of preferred stock, of which approximately 14,483,342 shares of common stock are issued and outstanding and, giving effect to notices of conversion presently pending, 1,222,800 shares of preferred stock are issued and outstanding. Following the issuance by the Company of the Interests to all investors in this offering, assuming the sale of \$860,000 worth of Interests, approximately 17,933,342 shares of common stock and 1,222,800 shares of preferred stock (which preferred stock would be convertible into 4,891,200 shares of common stock) will be issued and outstanding, plus options to purchase an aggregate of 2,080,600 shares of common stock and warrants to purchase an aggregate of 37,682,793 shares of common stock, plus convertible promissory notes convertible into up to 8,585,332 shares of common stock, based on the application of anti-dilution mechanisms contained in the currently outstanding options, warrants, and convertible promissory notes. The undersigned expressly acknowledges and agrees that anti-dilution mechanisms contained in various options, warrants, and convertible promissory notes will cause the holders of such instruments to be able to purchase or convert into more shares of common stock at more favorable prices than is currently the case, and that such adjustments are included in these figures.

(b) The Company acknowledges that the Company is a publicly held company and has made available to the undersigned copies of the Disclosure Materials. The Company has registered its common stock pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended, and the common stock is quoted and traded on the OTC Bulletin Board of the National Association of Securities Dealers, Inc. The Company has received no notice, either oral or written, with respect to the continued quotation or trading of the common stock on the OTC Bulletin Board. The Company has not provided to the undersigned any information that, according to applicable law, rule or regulation, should have been disclosed publicly prior to the date hereof by the Company, but which has not been so disclosed. As of their respective dates, the Disclosure Materials complied in all material respects with the requirements of the Securities Exchange Act of 1934, as amended, and rules and regulations of the SEC promulgated thereunder and the Disclosure Materials did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) Subject to the accuracy of the undersigned's representations in this Agreement, except as required pursuant to the Registration Rights Agreement, the sale of the Interests by the Company will not require registration under the 1933 Act. The Company is issuing the Interests in accordance with and in reliance upon the exemption from securities registration afforded, inter alia, by Rule 506 under Regulation D as promulgated by the SEC under the 1933 Act, and/or Section 4(2) of the 1933 Act; provided, however, that certain filings and registrations may be required under state securities "blue sky" laws depending upon the residency of the undersigned.

6. Indemnification. The undersigned agrees to indemnify and hold harmless the Company, the Company's directors, officers, employees, affiliates, attorneys, and agents (including any broker, dealer, or placement agent), and each person, if any, who "controls" the Company within the meaning of Section 15 of the 1933 Act (each of the foregoing, an "Affiliate"), against any and all loss, liability, claim, damage, and expense whatsoever (including, but not limited to, any and all attorneys' fees, costs, and expenses reasonably incurred in investigating, preparing for, or defending against any litigation commenced or threatened or any claim whatsoever) (collectively, a "Loss") arising out of, relating to, or based upon any false representation or warranty or breach or failure by the undersigned to comply with any covenant or agreement made by the undersigned herein or in any other document furnished by the undersigned to any of the foregoing in connection with the transaction described herein. The undersigned further agrees to indemnify the Company and any Affiliates and to hold them harmless against all Loss arising out of or related to the sale or distribution of the Interests by the undersigned in violation of the 1933 Act or other applicable law. The indemnification obligations provided herein will survive the execution and delivery of this Agreement, any investigation at any time made by the Company and the issue and sale of Interests and will be in addition to any liability the undersigned may have. Notwithstanding any provision of this Agreement, the undersigned does not waive any right granted to it under any applicable state securities law.

7. Modification. Neither this Subscription Agreement nor any provisions hereof shall be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge, or termination is sought.

8. Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one (1) and the same agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

9. Entire Agreement. This Subscription Agreement and the Investor Questionnaire contain the entire agreement of the parties with respect to the subject matter hereof, and with respect to the subject matter hereof there are no representations, covenants, or other agreements except as stated or referred to herein.

10. Severability. Each provision of this Subscription Agreement is intended to be severable from every other provision, and the invalidity or illegality of any portion hereof shall not affect the validity or legality of the remainder hereof.

11. Assignability. This Subscription Agreement is not transferable or assignable by the undersigned except as may be provided herein.

12. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

13. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Interests pursuant to this Subscription Agreement that would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect.

14. Applicable Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Colorado as applied to residents of that state executing contracts wholly to be performed in that State. Venue for any action brought among the parties with respect to this Agreement or otherwise, by way of a claim or counterclaim, must be in any state or federal court with jurisdiction located in Denver, Colorado. The parties agree that in any such action, and on all issues, the parties irrevocably waive their right to a trial by jury.

15. Survival. The representations, warranties, covenants and agreements made herein will survive the Closing of the transaction contemplated hereby.

16. Expenses. Each of the parties must pay all of its costs and expenses (including attorney fees and other legal costs and expenses and accountants' fees and other accounting costs and expenses) incurred by that party in connection with this Agreement and an investment in the Interests.

17. Interests Subscribed For. (to be completed by subscriber):

Number of Interests subscribed for at \$0.25 per Interest:

Amount of total cash or check enclosed herewith: \$ _____ *

***Please note the minimum investment is \$50,000 unless otherwise agreed to by the Company. The price per Interest is calculated as the 20 trading day volume weighted average closing price per share of the Company's common stock as quoted on the OTCBB by the Company in its sole discretion, absent manifest error.**

Number of Warrants to be issued: _____ (i.e. 100% of the number of shares of common stock purchased)

Name(s) in which Interests are to be registered:

Tax I.D. #

Form of joint ownership (if applicable):

Community Property _____

Tenants-in-Common _____

Joint Tenants With Right of Survivorship _____

If the Interests hereby subscribed for are to be owned by more than one (1) person in any manner, the undersigned understands and agrees that all of the co-owners of such Interests must execute this Subscription Agreement in order for this Subscription Agreement to be accepted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned represent(s) that the foregoing statements are true and correct and that he/she/it has (they have) executed this Subscription Agreement this _____ day of _____, 2007.

Please Print Name

Signature of Subscriber

Please Print Name

Signature of Co-Owner

Address:

ACCEPTED:

Corgenix Medical Corporation

By: _____

Name:

Title:

FORM OF REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the “**Agreement**”) is made and entered into as of day of July, 2007 by and among **Corgenix Medical Corporation**, a corporation organized and existing under the laws of the State of Nevada (the “**Company**”), and [Name/type of entity] (hereinafter referred to as the “**Investor**”).

PRELIMINARY STATEMENT

WHEREAS, pursuant to the Subscription Agreement of even date herewith, between the Company and the Investor, Investor will receive common stock and warrants to purchase common shares of the Company;

WHEREAS, the ability of the Investors to sell their shares of common stock is subject to certain restrictions under the Securities Act of 1933, as amended (the “**1933 Act**”); and

WHEREAS, the Company has agreed to provide the Investor with a mechanism that may permit such Investor to sell its shares of common stock in the future.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements, and subject to the terms and conditions herein contained, the parties hereto hereby agree as follows:

ARTICLE I
INCIDENTAL REGISTRATION RIGHTS

1.1. **Registrable Securities.** Means and includes the shares of common stock sold pursuant to the Subscription Agreement, and those common shares underlying the warrants issued pursuant to the Subscription Agreement. As to any particular Registrable Securities, such securities will cease to be Registrable Securities when (a) they have been effectively registered under the 1933 Act and disposed of in accordance with the registration statement covering them, (b) they are or may be freely traded without registration pursuant to Rule 144 under the 1933 Act (or any similar provisions that are then in effect), or (c) they have been otherwise transferred and new certificates for them not bearing a restrictive legend have been issued by the Company and the Company does not have “stop transfer” instructions against them.

1.2. **Right To Include (“Piggy-Back”) Registrable Securities.** Provided that the Registrable Securities have not been registered, if at any time after the date hereof but before the second anniversary of the date hereof, the Company proposes to register any previously unregistered securities under the 1933 Act (other than by a registration in connection with an acquisition in a manner which would not permit registration of Registrable Securities for sale to the public, on Form S-8, or any successor form thereto, on Form S-4, or any successor form thereto), then the Company will give prompt written notice to all holders of Registrable Securities of its intention to do so and of such holders of Registrable Securities’ rights under this Section 1.2. Upon the written request of any such holders of Registrable Securities made within ten (10) days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by such holders of Registrable Securities and the intended method of disposition thereof), the Company will, subject to the terms of this Agreement and the Subscription Agreement, use its commercially reasonable efforts to effect the registration under the 1933 Act of the Registrable Securities, to the extent required to permit the disposition (in accordance with the intended methods thereof as aforesaid) of such Registrable Securities so to be registered, by inclusion of such Registrable Securities in the registration statement which covers the securities which the Company proposes to register; provided that if, at any time after written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company determines for any reason either not to register or to delay registration of such securities, the Company may, at its election, give written notice of such determination to each holder of Registrable Securities and, thereupon, (i) in the case of a determination not to register, shall be relieved of this obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Registration Expenses in connection therewith), and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities, for the same period as the delay in registering such other securities. The Company will pay all Registration Expenses in connection with each registration of Registrable Securities requested pursuant to this Section 1.2.

1.3. **Priority In Incidental Registrations.** If the managing underwriter of an underwritten offering informs the Company and holders of the Registrable Securities requesting such registration by letter of its belief that the number of securities requested to be included in such registration exceeds the number which can be sold in such offering, then the Company will include in such registration, to the extent of the number which the Company is so advised can be sold in such offering, (i) first securities proposed by the Company to be sold for its own account, and (ii) second securities of other selling security holders requesting to be included in such registration if they hold registration rights senior to those of the Investor, and (iii) third Registrable Securities.

1.4. **Rule 415**

(i) The Investor expressly acknowledges and agrees that since early 2006, the SEC staff has been raising concerns regarding the availability of Rule 415 for resale shelf registrations of privately placed securities, based primarily on Form S-3, Rule 415, the Manual of Publicly Available Telephone Interpretations, and other guidance, and that such concerns have caused significant uncertainty regarding the Company's ability to register for resale all of the shares of common stock subscribed for in this offering, including shares underlying the warrants included in the Interests (as defined in the Subscription Agreement). As such, the Investor expressly acknowledges and agrees that:

(ii) any registration statement filed that includes any shares included in the Interests may not be declared effective by the SEC as a result of the SEC's interpretation of Rule 415, that the Company may be required to cut back or reduce the number of shares so registered, and that the Company will only register such number of shares as permitted by the SEC;

(iii) if there are to be reductions to the number of shares to be registered (whether as a result of Rule 415 issues or as a result of preexisting rights of holders of registration rights whose rights may not be diluted by those of the investors purchase Interests in this offering), then all investors purchasing Interests in this offering may, in the sole discretion of the Company, have their shares to be registered reduced pro rata with all other investors in this offering;

(iv) if there are to be reductions to the number of shares registered, then the Company will use its commercially reasonable efforts to prepare and file follow-on registrations to the extent permitted by existing SEC guidance (e.g. the later of sale by the undersigned of substantially all of the shares previously registered and six months) or based on the ability to register shares without SEC objection;

(v) because any such reduction or limitation is outside of the Company's control, the undersigned will have no right whatsoever to damages (liquidated or otherwise) for any failure of the Company to register the undersigned's shares timely, or at all, because of Rule 415 related delays or objections made by, or limitations imposed by, the SEC; and

(vi) if a suit or action is brought by any party under this Agreement against the Company for alleged damages or loss resulting from Rule 415 related delays or objections made by, or limitations imposed by, the SEC, then the Company will be entitled to its attorneys fees and expenses incurred in responding to such suit or action.

ARTICLE II

REGISTRATION PROCEDURES

2.1. **Registration Procedures.** If and whenever the Company is required to effect the registration of any Registrable Securities under the 1933 Act as provided in Section 1.2, the Company shall, as expeditiously as possible:

(i) prepare and file with the SEC the Registration Statement, or amendments thereto, to effect such registration and thereafter use its commercially reasonable efforts to cause such registration statement to be declared effective by the SEC;

(ii) with respect to any registration statement pursuant to Section 1.2, prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective and to comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities covered by such registration statement until the earlier to occur of thirty (30) months after the date of this Agreement (subject to the right of the Company to suspend the effectiveness thereof for not more than 30 consecutive Trading Days or an aggregate of 30 Trading Days during each year (each a "**Black-Out Period**")) or such time as all of the securities which are the subject of such registration statement cease to be Registrable Securities (such period, in each case, the "**Registration Maintenance Period**");

(iii) furnish to each holder of Registrable Securities covered by such registration statement such number of conformed copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424 under the 1933 Act, in conformity with the requirements of the 1933 Act, and such other documents, as such holder of Registrable Securities and underwriter, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such holder of Registrable Securities;

(iv) use its commercially reasonable efforts to register or qualify all Registrable Securities and other securities covered by such registration statement under such other U.S. federal or state securities laws or U.S. state blue sky laws as any U.S. holder of Registrable Securities thereof shall reasonably request, to keep such registrations or qualifications in effect for so long as such registration statement remains in effect, and take any other action which may be reasonably necessary to enable such holder of Registrable Securities to consummate the disposition in such jurisdictions of the securities owned by such holder of Registrable Securities, except that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this subdivision (iv) be obligated to be so qualified or to consent to general service of process in any such jurisdiction;

(v) notify the Investor promptly after the Company has knowledge thereof:

(a) when the Registration Statement, the prospectus or any prospectus supplement related thereto or post-effective amendment to the Registration Statement has been filed, and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective;

(b) of any request by the SEC for amendments or supplements to the Registration Statement or the prospectus or for additional information;

(c) of the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings by any person for that purpose; and

(d) of the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(vi) notify each holder of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the 1933 Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material facts required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing, and at the request of any such holder of Registrable Securities promptly prepare and furnish to such holder of Registrable Securities a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing; use its best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible moment; and

(vii) use its commercially reasonable efforts to list all Registrable Securities covered by such registration statement on any securities exchange on which any of the Registrable Securities are then listed.

The Company may require each holder of Registrable Securities as to which any registration is being effected to furnish the Company such information regarding such holder of Registrable Securities and the distribution of such securities as the Company may from time to time reasonably request in writing.

2.2. Each holder of Registrable Securities agrees that, upon receipt of any notice from the Company of the occurrence of any event of the kind described in subdivision (vi) of Section 2.1, such Investor will forthwith discontinue the disposition of Registrable Securities pursuant to the Registration Statement relating to such Registrable Securities until such Investor's receipt of the copies of the supplemented or amended prospectus contemplated by subdivision (vi) of Section 2.1 and, if so directed by the Company, will deliver to the Company (at the Company's expense) all copies, other than permanent file copies, then in such Investor's possession of the prospectus relating to such Registrable Securities current at the time of receipt of such notice.

ARTICLE III
UNDERWRITTEN OFFERINGS

3.1. **Incidental Underwritten Offerings.** If the Company at any time proposes to register any of its securities under the 1933 Act as contemplated by Section 1.2 and such securities are to be distributed by or through one or more underwriters, the Company will, if requested by any holder of Registrable Securities as provided in Section 1.2 and subject to the provisions of Section 1.3 and Section 1.4, use its commercially reasonable efforts to arrange for such underwriters to include all the Registrable Securities to be offered and sold by such holder among the securities to be distributed by such underwriters.

3.2. **Participation In Underwritten Offerings.** No holder of Registrable Securities may participate in any underwritten offering under Section 3.1 unless such holder of Registrable Securities (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved, subject to the terms and conditions hereof, by the holders of a majority of Registrable Securities to be included in such underwritten offering and (ii) completes and executes all questionnaires, indemnities, underwriting agreements and other documents (other than powers of attorney) required under the terms of such underwriting arrangements. Notwithstanding the foregoing, no underwriting agreement (or other agreement in connection with such offering) shall require any holder of Registrable Securities to make a representation or warranty to or agreements with the Company or the underwriters other than representations and warranties contained in a writing furnished by such holder of Registrable Securities expressly for use in the related registration statement or representations, warranties or agreements regarding such holder of Registrable Securities, such holder's Registrable Securities and such holder's intended method of distribution and any other representation required by law.

3.3. **Preparation; Reasonable Investigation.** In connection with the preparation and filing of each registration statement under the 1933 Act pursuant to this Agreement, the Company will give the holders of Registrable Securities registered under such registration statement, and their respective counsel and accountants, the opportunity to review any registration statement, each prospectus included therein or filed with the SEC, and each amendment thereof or supplement thereto, and will give each of them such access to its books and records and such opportunities to discuss the business of the Company with its officers and the independent public accountants who have certified its financial statements as shall be necessary, in the reasonable opinion of such holders' and such underwriters' respective counsel, to conduct a reasonable investigation within the meaning of the 1933 Act.

ARTICLE IV
INDEMNIFICATION

4.1. **Indemnification by the Company.** In the event of any registration of any securities of the Company under the 1933 Act, the Company will, and hereby does agree to indemnify and hold harmless the holder of any Registrable Securities covered by such registration statement against any losses, claims, damages or liabilities, joint or several, to which such holder may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such securities were registered under the 1933 Act, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and the Company will reimburse such holder and each such director, officer, underwriter and controlling person for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, liability, action or proceeding; provided that the Company shall not be liable in any such case to the extent that any such loss, claim, damage, liability, (or action or proceeding in respect thereof) or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, any such preliminary prospectus, final prospectus, summary prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to the Company by such holder or underwriter stating that it is for use in the preparation thereof and, provided further that the Company shall not be liable to any person who participates as an underwriter in the offering or sale of Registrable Securities or to any other person, if any, who controls such underwriter within the meaning of the 1933 Act, in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of such person's failure to send or give a copy of the final prospectus, as the same may be then supplemented or amended, within the time required by the 1933 Act to the person asserting the existence of an untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such person if such statement or omission was corrected in such final prospectus or an amendment or supplement thereto.

4.2. **Indemnification by the Investor.** The Company may require, as a condition to including any Registrable Securities in any registration statement filed pursuant to this Agreement, that the Company shall have received an undertaking satisfactory to it from the prospective holder of such Registrable Securities, to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 4.1) the Company, each director of the Company, each officer of the Company, its employees, affiliates, attorneys and agents, and each other person, if any, who controls the Company within the meaning of the 1933 Act, with respect to any statement or alleged statement in or omission or alleged omission from such registration statement, any preliminary prospectus, final prospectus or summary prospectus contained therein, or any amendment or supplement thereto, if such statement or alleged statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company through an instrument duly executed by such holder of Registrable Securities specifically stating that it is for use in the preparation of such registration statement, preliminary prospectus, final prospectus, summary prospectus, amendment or supplement. Any such indemnity shall remain in full force and effect, regardless of any investigation made by or on behalf of the Company or any such director, officer or controlling person and shall survive the transfer of such securities by such Investor.

4.3. **Notices Of Claims, Etc.** Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in Section 4.1 and Section 4.2, such indemnified party will, if claim in respect thereof is to be made against an indemnifying party, give written notice to the latter of the commencement of such action, provided that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under Section 4.1 and Section 4.2, except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, the indemnifying party shall be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified, to the extent that the indemnifying party may wish, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the consent of the indemnified party, consent to entry of any judgment or enter into any settlement of any such action which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability, or a covenant not to sue, in respect to such claim or litigation. No indemnified party shall consent to entry of any judgment or enter into any settlement of any such action the defense of which has been assumed by an indemnifying party without the consent of such indemnifying party.

4.4. **Other Indemnification.** Indemnification similar to that specified in Section 4.1 and Section 4.2 (with appropriate modifications) shall be given by the Company and each holder of Registrable Securities (but only if and to the extent required pursuant to the terms herein) with respect to any required registration or other qualification of securities under any Federal or state law or regulation of any governmental authority, other than the 1933 Act.

4.5. **Contribution.** If the indemnification provided for in Sections 4.1 4.2 and Section 4.3 is unavailable to an indemnified party in respect of any expense, loss, claim, damage or liability referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such expense, loss, claim, damage or liability (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the holder of Registrable Securities or underwriter, as the case may be, on the other from the distribution of the Registrable Securities or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and of the holder of Registrable Securities or underwriter, as the case may be, on the other in connection with the statements or omissions which resulted in such expense, loss, damage or liability, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the holder of Registrable Securities or underwriter, as the case may be, on the other in connection with the distribution of the Registrable Securities shall be deemed to be in the same proportion as the total net proceeds received by the Company from the initial sale of the Registrable Securities by the Company to the purchasers bear to the gain, if any, realized by all selling holders participating in such offering or the underwriting discounts and commissions received by the underwriter, as the case may be. The relative fault of the Company on the one hand and of the holder of Registrable Securities or underwriter, as the case may be, on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission to state a material fact relates to information supplied by the Company, by the holder of Registrable Securities or by the underwriter and the parties' relative intent, knowledge, access to information supplied by the Company, by the holder of Registrable Securities or by the underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission, provided

that the foregoing contribution agreement shall not inure to the benefit of any indemnified party if indemnification would be unavailable to such indemnified party by reason of the provisions contained herein, and in no event shall the obligation of any indemnifying party to contribute under this Section 4.5 exceed the amount that such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided for hereunder had been available under the circumstances.

The Company and the holders of Registrable Securities agree that it would not be just and equitable if contribution pursuant to this Section 4.5 were determined by pro rata allocation (even if the holders of Registrable Securities and any underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth herein, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

Notwithstanding the provisions of this Section 4.5, no holder of Registrable Securities or underwriter shall be required to contribute any amount in excess of the amount by which (i) in the case of any such holder, the net proceeds received by such holder from the sale of Registrable Securities in the applicable Registration Statement or (ii) in the case of an underwriter, the total price at which the Registrable Securities purchased by it and distributed to the public were offered to the public exceeds, in any such case, the amount of any damages that such holder or underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V MISCELLANEOUS

5.1. **Amendments And Waivers.** This Agreement may be amended and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the holder or holders of the sum of the fifty-one percent (51%) or more of the shares of Registrable Securities issued at such time. Each holder of any Registrable Securities at the time or thereafter outstanding shall be bound by any consent authorized by this Section 5.1, whether or not such Registrable Securities shall have been marked to indicate such consent.

5.2. **Nominees For Beneficial Owners.** In the event that any Registrable Securities are held by a nominee for the beneficial owner thereof, the beneficial owner thereof may, at its election, be treated as the holder of such Registrable Securities for purposes of any request or other action by any holder or holders of Registrable Securities pursuant to this Agreement or any determination of any number of percentage of shares of Registrable Securities held by a holder or holders of Registrable Securities contemplated by this Agreement. If the beneficial owner of any Registrable Securities so elects, the Company may require assurances reasonably satisfactory to it of such owner's beneficial ownership or such Registrable Securities.

5.3. **Notices.** Except as otherwise provided in this Agreement, all notices, requests and other communications to any person provided for hereunder shall be in writing and shall be given to such person (a) in the case of a party hereto other than the Company, addressed to such party in the manner set forth in the Subscription Agreement or at such other address as such party shall have furnished to the Company in writing, or (b) in the case of any other holder of Registrable Securities, at the address that such holder shall have furnished to the Company in writing, or, until any such other holder so furnishes to the Company an address, then to and at the address of the last holder of such Registrable Securities who has furnished an address to the Company, or (c) in the case of the Company, at the address set forth on the signature page hereto, to the attention of its President, or at such other address, or to the attention of such other officer, as the Company shall have furnished to each holder of Registrable Securities at the time outstanding. Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid or (ii) if given by any other means (including, without limitation, by fax or air courier), when delivered at the address specified above, provided that any such notice, request or communication shall not be effective until received.

5.4. **Assignment.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto. In addition, and whether or not any express assignment shall have been made, the provisions of this Agreement which are for the benefit of the parties hereto other than the Company shall also be for the benefit of and enforceable by any subsequent holder of any Registrable Securities.

5.5. **Descriptive Headings.** The descriptive headings of the several sections and paragraphs of this Agreement are inserted for reference only and shall not limit or otherwise affect the meaning hereof.

5.6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to applicable principles of conflicts of law.

5.7. **Jurisdiction.** If any action is brought among the parties with respect to this Agreement or otherwise, by way of a claim or counterclaim, the parties agree that in any such action, and on all issues, the parties irrevocably waive their right to a trial by jury. Exclusive jurisdiction and venue for any such action shall be the State or Federal Courts located in the City and County of Denver, Colorado. In the event suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.

5.8. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the Company and each other party hereto relating to the subject matter hereof and supercedes all prior agreements and understandings relating to such subject matter.

5.9. **Severability.** If any provision of this Agreement, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

5.10. **Binding Effect.** All the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and assignees.

5.11. **Preparation of Agreement.** This Agreement shall not be construed more strongly against any party regardless of who is responsible for its preparation. The parties acknowledge each contributed and is equally responsible for its preparation.

5.12. **Failure or Indulgence Not Waiver; Remedies Cumulative.** No failure or delay on the part of any party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

5.13. **Counterparts.** This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Investor and the Company have as of the date first written above executed this Agreement.

Corgenix Medical Corporation

By: Douglass T. Simpson
Title: Chief Executive Officer

INVESTOR

[Insert Name and signature block]

PLACEMENT AGENT AGREEMENT

June 14, 2007

Dear Sirs:

The undersigned, Corgenix Medical Corporation, a Nevada corporation (the "Company"), hereby confirms its agreement with Terra Nova Financial, LLC, an Illinois limited liability corporation (the "Placement Agent"), as follows:

1. Introduction. The Company intends to offer for sale and sell to a limited number of persons, each of whom (a) is an "accredited investor" as defined in Rule 501 of Regulation D ("Regulation D") under the Securities Act of 1933, as amended (the "1933 Act"), and (b) meets the standards that are set forth in the Private Placement Marketing materials dated (together with any exhibits, cover letters, amendments and supplements thereto, the "Marketing Materials") under the caption "Investor Suitability" ("Investors"), \$650,000 of equity securities, or options, warrants, or rights to acquire equity securities convertible into or exchangeable for equity securities (the "Securities") of the Company, pursuant to the terms of the Marketing Materials (the "Offering"), and subject to the approval of the Company's Board of Directors. The Placement Agent may not be the Company's exclusive sales agent in connection with the Offering and the Company may make sales directly to investors, engage other placement agents or may engage other qualified broker-dealers ("Selected Dealers") to assist in the Offering.

This Agreement sets forth the understandings and agreements between the Company and the Placement Agent whereby, subject to the terms and conditions herein contained, the Placement Agent will solicit offers and obtain purchases for the Securities.

2. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the Placement Agent that:

2.1. No Registration of the Securities; Regulation D; Compliance with Securities Laws.

2.1.1. The Securities are not required to be and have not and will not be registered with the Securities and Exchange Commission (the "Commission") pursuant to the 1933 Act, and the rules and regulations promulgated thereunder in connection with the Offering. The Securities will be offered and sold in reliance upon the exemption provided by Section 4(2) of the 1933 Act and Rule 506 of Regulation D. The Company has complied with and will comply with the requirements of Section 4(2) of the 1933 Act and Rule 506 of Regulation D in connection with the Offering.

2.1.2. No registration statement relating to the Securities has been filed under the securities laws of any state, except as required to obtain exemptions from regulation of public securities offerings. The Securities will be offered and sold in reliance upon applicable exemptions from registration under the laws, regulations and policy statements of the Blue Sky States (as defined in Section 4.3.1 hereof).

2.1.3. For the purposes of this Agreement, the term "Affiliate" means, when used with reference to a specified person, (a) any person or entity directly or indirectly controlling, controlled by or under common control with such specified person, and (b) any officer, director or general partner of an entity referred to in clause (a). The term "control" shall mean the power to direct the management and policies of a person, directly or through one or more intermediaries, whether through the ownership of voting securities, by contract, or otherwise.

2.2. Organization; Good Standing of the Company. The Company is a duly organized and validly existing corporation in good standing under the laws of the State of Nevada with full power and authority to acquire, own, lease and manage its properties and assets and to conduct the business in which it is engaged, and is qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which its ownership of property or the conduct of its business requires such qualification, except such jurisdictions where the failure to so qualify would not have a material adverse effect on its business, properties or condition (financial or otherwise).

3. Sales of Securities.

3.1. Agency. On the basis of the representations, warranties and covenants contained herein and subject to the terms and conditions set forth herein, the Company hereby appoints the Placement Agent as its non-exclusive agent for the period beginning on the date of this Agreement and ending on August 31, 2007, subject to extension by the Company (the "Offering Period"), subject to the earlier termination in accordance with the terms hereof for the limited purpose of soliciting subscriptions (the "Subscriptions") from prospective investors. On the basis of the representations, warranties and covenants contained herein, and subject to the terms and conditions set forth herein, the Placement Agent shall use its best efforts as agent to obtain the Subscriptions. In connection therewith, the Placement Agent will not offer any Securities for sale, or solicit any Subscription other than in accordance with the Offering.

3.2. Termination Date. At the close of business on the last day of the Offering Period (the "Termination Date"), the obligations of the Placement Agent hereunder to use its best efforts as agent to obtain Subscriptions shall terminate.

3.3. Price; Minimum Purchase. The offering price and terms for each Security shall be set forth in the Offering at the sole discretion of the Board of Directors, and must not cause any default, event of default, etc. under any of the Company's currently operative agreements with respect to any note or preferred stock. The minimum purchase requirement for an Investor shall be set forth in the Offering, subject to waiver by the Board of Directors. For the avoidance of doubt, the Company will have no obligation to issue any Security unless the terms, conditions, timing and all other aspects of any Offering are acceptable to the Board of Directors in its sole discretion.

3.4. Acceptance of Subscriptions. No Subscription shall be effective unless accepted by the Company. Securities Purchase Agreements must be executed by Investors. The Securities shall be offered subject to prior sale. The Company retains the unconditional right to reject any Subscription in whole or in part; in such event, the funds delivered by the Investor thereunder with respect to such Subscription shall be returned to such Investor as promptly as practicable, and in such event, no interest on such funds shall be paid to such Investor.

3.5. Initial Closing Date. If the Securities Purchase Agreements for Securities has been received and accepted on or before the Termination Date (the "Initial Closing Date"), the Placement Agent will deliver to the Company immediately available funds in an amount equal to the amount so subscribed for on the Initial Closing Date, except for the commissions and fees payable to the Placement Agent calculated in accordance with Section 3.7 hereof with respect to the aggregate amount of all Securities purchased and paid for at the Initial Closing Date.

3.6. Additional Closing Dates. If, after the Initial Closing Date and on or before the Termination Date, additional sales of Securities are made and Securities Purchase Agreements are accepted by the Company, on each such date or dates and at such times and places as are determined by the Company (which determinations shall be subject to the satisfaction on each such date of the conditions contained herein) ("Additional Closing Dates"), the Placement Agent will deliver to the Company immediately available funds in an amount equal to the amount so subscribed for on such Additional Closing Date, except for the commissions and fees payable to the Placement Agent calculated in accordance with Section 3.8 hereof with respect to the aggregate amount of all Securities purchased and paid for on each such Additional Closing Date. The last Additional Closing Date shall not be later than five business days following the Termination Date unless extended by mutual agreement of the Placement Agent and the Company. The Additional Closing Dates and the Initial Closing Date are herein referred to collectively as the "Closing Dates." The last Additional Closing Date shall be referred to as the "Final Closing Date."

3.7. Selected Dealers. The Company may, in its sole discretion, engage Selected Dealers, who are members of the National Association of Securities Dealers, Inc. in connection with the Offering, on such basis and for such compensation as it may determine.

3.8. Placement Fee. In consideration for the Placement Agent's execution of this Agreement and for the performance of its obligations hereunder, the Placement Agent shall receive from the Company on each of the Closing Dates and at additional times as set forth in Section 3.9 a placement fee equal to seven percent (7%) of the aggregate offering price of all Securities sold on such Closing Date and within the twelve (12) month period following the Termination Date (if any post Termination Date sales are made to investors located by the Placement Agent prior to the Termination Date and made known to the Company in writing only by Placement Agent's efforts prior to the Termination Date). The Company shall also allocate and grant to Placement Agent warrants to purchase stock in the Company at the offering price. The number of warrants, and the warrant price, shall be based upon: (i) the valuation of the Company's stock at the time of the closing of the transaction, and (ii) an aggregate value equal to seven percent (7%) of the total amount of funds raised for the Company by Placement Agent through the twelve (12) month period following the Termination Date.

3.9. Additional Fees. In the event that any individual investor purchasing Securities from the Company shall purchase additional Securities from the Company or holds debt in the Company within twelve (12) months from the Termination Date, the Company will pay to Placement Agent any and all fees owed pursuant to Section 3.8.

3.10. The Company To Pay Certain Fees and Expenses. The Company shall bear all of its own costs and expenses in connection with the transactions contemplated hereby, including, but not limited to, expenses (i) for consulting, legal, financial, printing, auditing, and accounting services related to the Offering, (ii) in connection with the Company's responsibilities under Section 4.3 hereof (regarding blue sky qualification) and (iii) for engraving, issuance, transfer and delivery (including payment of any applicable transfer tax) of certificates evidencing the Securities. The Company will, upon request, reimburse the Placement Agent for all reasonable out-of-pocket costs and expenses incurred by Placement Agent in performing its obligations under this Agreement, which costs and expenses shall include, but not be limited to, travel expenses, expenses incurred in performing due diligence in connection with transactions, legal expenses, and all other expenses reasonably incurred by Placement Agent in performing its obligations under this Agreement; provided, however, that Placement Agent shall obtain the prior approval of the Company for any single expenditure in excess of \$10,000. In seeking reimbursement for expenses, Placement Agent shall provide to the Company a written statement or statements detailing expenses for which reimbursement is sought and, upon request, by the Company, shall provide copies of invoices and other documentation supporting such expenses. Reimbursable expenses shall be payable by the Company within ten (10) days of receipt by the Company of such written statement or, if requested by the Company, copies of supporting documentation. In addition, the Company shall be responsible for (i) the costs and fees associated with the filing of the offering materials with the NASD (including all required COBRADesk fees) and (ii) legal fees incurred by Placement Agent in connection with the COBRADesk filings. Such amounts shall come from the proceeds received in the Offering and shall be paid at the initial closing of the Offering.

3.11 Right of First Refusal on Subsequent Offering. Subject to the rights of various investors pursuant to certain Securities Purchase Agreements dated May 19, 2005 and December 28, 2005 with Barron Partners, LLP, Truk International Fund, LP, Truk Opportunity Fund, LLC and CAMOFI Master LDC (f/k/a DCOFI Master LDC): In consideration for Placement Agent's successfully raising \$650,000 of funds in connection with the Offering, the Company will provide Placement Agent with the right of first refusal to serve as the exclusive representative to the Company for a future offering whether a private placement (common, preferred, or convertible equity, or debt securities) or a registered secondary offering, subsequent to the private placement contemplated under this Agreement, in the approximate amount of \$3.0 to \$4.0 million. "Successfully raising \$650,000 of funds" by Placement Agent, as contemplated under this Section, shall be defined as Placement Agent obtaining Subscriptions for a minimum of 90% of the \$650,000 of funds to be raised (at least \$585,000) in connection with the Offering by Placement Agent. The Company shall extend the right of first refusal to Placement Agent for a period of twelve (12) months following the date that the Company has received at least the \$585,000 in cash funds noted above from the Offering under this Agreement.

4. Covenants of the Company. The Company covenants and agrees with the Placement Agent as follows:

4.1. Preparation of Marketing Materials. The Company will prepare the Marketing Materials, including but not limited to the Offering, most recent Proxy, Forms 10-QSB and Form 10-KSB, recent press releases, power point, and a company profile/fact sheet.

4.2. Delivery of Marketing Materials and Other Documents. The Company will deliver to the Placement Agent, as soon as practicable, such reasonable number of copies of the Marketing Materials as the Placement Agent may reasonably request for purposes contemplated herein. The Company will also deliver to the Placement Agent, as soon as practicable, such numbers of copies of the Subscription Agreement and Confidential Purchaser Questionnaire (natural persons) as the Placement Agent may reasonably request.

4.3. Blue Sky Qualification.

4.3.1. At or prior to the beginning of the Offering Period, the Company shall use its best efforts to qualify or register for sale the Securities or to seek an exemption of the Securities from qualification or registration, for offering and sale under the laws of such jurisdictions in the United States as the Company reasonably may determine (the "Blue Sky States"), with the number of Securities to be so qualified in each such jurisdiction being as determined by the Company and thereafter to maintain such qualification in effect until the Termination Date.

4.3.2. The Company shall have the responsibility for the filing of material in connection with the offering and sale of the Securities to qualify the Securities or to establish an exemption from qualification for the Securities with the proper authorities in the Blue Sky States. The Placement Agent will cooperate with the Company in making such filings or obtaining such qualifications. The Placement Agent will furnish to the Company all information

pertaining to the Placement Agent reasonably requested by the Company to comply with the laws and regulations of the Blue Sky States. Any materials so furnished will not contain any misstatement of a material fact or omit to state any material fact necessary to make any statement of fact contained therein not misleading.

4.4. Distribution of Additional Information. Subject to the Company's right to require confidential treatment by Investors of its proprietary information, the Company will, during the Offering Period, make available to each prospective Investor, and any individual advising such Investor, all information required to be furnished by Regulation D and applicable state securities laws pertaining to the Company and the Offering, and will give such prospective Investor and any person advising such prospective Investor the opportunity to ask questions and receive answers concerning the Company and the Offering and to obtain any additional information, to the extent such information is in the possession of the Company or can be acquired without unreasonable effort or expense, as is necessary to verify the accuracy of the information contained in the Marketing Materials.

5. Representations, Warranties and Covenants of Placement Agent. The Placement Agent represents and warrants to, and covenants with the Company that:

5.1. Solicitation of Investors.

5.1.1. The Placement Agent shall use its best efforts to locate a limited number of Investors who desire the opportunity to purchase Securities pursuant to the Offering. So far as is under the Placement Agent's control, the offer and sale of Securities shall be made in reliance upon the exemption from the registration requirements of Section 5 of the 1933 Act provided by Regulation D and other administrative rules and regulations interpreting Section 4(2) of the 1933 Act, and the exemptive provisions of applicable state securities laws.

5.1.2. The Placement Agent shall provide a copy of the Marketing Materials to each Investor prior to soliciting any offers to subscribe for or offers to purchase any Securities. The Placement Agent is not authorized to and shall not give any information or make any representations other than as contained in the Offering. The Placement Agent will only provide copies of the Marketing Materials to the Investors listed in writing in a letter to the Company and its counsel by name, address and Marketing Materials copy number.

5.1.3. Before offering the Securities for sale to any Investor, the Placement Agent shall have reasonable grounds to believe and will believe that the Investor (a) meets the standards which are set forth in the Offering summary under the caption "Investor Suitability", (b) information contained in the Subscription Agreement and Stock Purchase Agreement relating to such Investor is true and correct in all material respects, and (c) will be acquiring the Securities for his own account and not for the account of, or on behalf of, other persons.

5.1.4. The Placement Agent shall not offer or sell the Securities by means or form of general solicitation or advertising within the meaning of Rule 502(c) of Regulation D, including, but not limited to: (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar news medium or broadcast over television or radio, and (b) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

5.1.5. The Placement Agent shall solicit purchases of Securities only in states in which the Placement Agent has been advised by counsel for the Company that such solicitation can be made and in which the Placement Agent is qualified to so act, and such solicitations shall be made subject to any conditions set forth by such counsel. The participation and acceptance of compensation by the Placement Agent or its Affiliates in connection with the sale of the Securities shall not result in a violation of Section 4(2) of the 1933 Act, Regulation D or any state securities laws.

5.1.6 The Placement Agent shall control the distribution of copies of the Marketing Materials in accordance with applicable state and federal securities laws.

5.2 Information with Respect to Potential Investors. The Placement Agent shall make available to the Company and its counsel such information in the Placement Agent's possession as the Company may reasonably request with respect to the knowledge and experience in financial and business matters of each Investor and its representative, if any, the ability of the Investor to bear the economic risk of an investment in the Securities, and its knowledge and experience in financial and business matters. Moreover, the Placement Agent shall not submit any executed Securities Purchase Agreement to the Company for consideration unless, after making reasonable inquiry, the Placement Agent shall have reasonable grounds to believe and shall believe that the Investor meets the standards that are set forth in the Offering under the caption "Investor Suitability".

5.3 Amendments to Marketing Materials. Until the end of the Offering Period, if any event affecting the Offering or the Company shall occur which should be set forth in a supplement or amendment to the Marketing Materials, the Placement Agent agrees, upon receipt of such supplement or amendment from the Company, to distribute such supplement or amendment to each person who has previously received a copy of the Marketing Materials from the Placement Agent and who continues to be interested in the Offering, unless the Company shall have advised the Placement Agent that Securities will not be sold to such person. The Placement Agent further agrees to include such supplement or amendment in all subsequent deliveries of the Marketing Materials.

5.4 Broker-Dealer. The Placement Agent is a broker-dealer registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and in each state in which each Investor resides and is a member in good standing of the National Association of Securities Dealers, Inc. Each agent of the Placement Agent is a registered representative under the Exchange Act and in each state in which each Investor resides, as applicable.

5.5 IRA Sales. Each purchase of Securities by an individual retirement account shall be made in accordance with such procedures and shall be accompanied by such documentation as the Placement Agent shall have established for such circumstances.

5.6 Public Disclosure. The Placement Agent shall not disclose to anyone (other than the Investors) that it has served as a placement agent in this transaction or any other transaction with the Company, the terms of this Agreement, the contents of the Marketing Materials or any other information it has received in connection with the Offering, except with the prior written consent of the Company.

6. Conditions Precedent to Placement Agent's Obligations. The obligations of the Placement Agent hereunder shall be subject to the continued accuracy throughout the Offering Period of the representations, warranties and agreements of the Company, and to the performance by the Company in all respects of its obligations hereunder.

7. Conditions Precedent to the Company's Obligations. The obligations of the Company to continue the Placement Agent's engagement pursuant to this Agreement shall be subject to the accuracy in all material respects, as of the date hereof and through each Closing Date, of the representations, warranties and agreements of the Placement Agent, and to the performance by the Placement Agent in all respects of its obligations hereunder.

8. Representations, Warranties, Covenants and Agreements to Survive. Except as the context otherwise requires, all representations, warranties, any agreements made in Section 2 hereof, covenants and agreements contained in this Agreement (including but not limited to Section 3.11 and Section 9.2) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Placement Agent, the Company, or by any controlling person of either, and shall survive the Termination Date.

9. Indemnification.

9.1 Indemnification by Placement Agent. The Placement Agent agrees to indemnify and hold harmless the Company (and each other person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act, each officer of the Company who signs a registration statement and each director of the Company) from and against any losses, claims, damages, judgments, liabilities, expenses, or costs (and all actions in respect thereof and any legal or other expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), including the cost of investigating, preparing for, or defending any such action or claim, whether or not in connection with litigation to which the Company (or any such officer, director or controlling person) may become subject (under the 1933 Act or otherwise), insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon, any failure of the Placement Agent to comply with its covenants and agreements contained herein or any misrepresentation herein and the Placement Agent promptly will reimburse the Company (or such officer, director or controlling person), as the case may be, for any legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding or claim.

9.2 Indemnification by the Company. The Company agrees to indemnify and hold harmless the Placement Agent together with its affiliates, directors, officers, agents, and employees (“Indemnified Person”) from and against any losses, claims, damages, judgments, liabilities, expenses, or costs (and all actions in respect thereof and any legal or other expenses in giving testimony or furnishing documents in response to a subpoena or otherwise), including the cost of investigating, preparing for, or defending any such action or claim, whether or not in connection with litigation to which the Indemnified Person may become subject (under the 1933 Act or otherwise), insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based upon, any failure of the Company to comply with its covenants and agreements contained herein or any misrepresentation herein or otherwise arising out of the Company’s acts or omissions and the Company promptly will reimburse the Placement Agent for any legal or other expenses reasonably incurred in investigating, defending or preparing to defend any such action, proceeding or claim.

9.3 Indemnification Procedure. Promptly after receipt by any indemnified person of a notice of a claim or the beginning of any action in respect of which indemnity is to be sought against an indemnifying person pursuant to Section 9.1 or 9.2, such indemnified person shall notify the indemnifying person in writing of such claim or of the commencement of such action, and, subject to the provisions hereinafter stated, in case any such action shall be brought against an indemnified person, such indemnifying person shall be entitled to participate therein, and, to the extent it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified person. After notice from the indemnifying person to such indemnified person of its election to assume the defense thereof, such indemnifying person shall not be liable to such indemnified person for any legal expenses subsequently incurred by such indemnified person in connection with the defense thereof, provided, however, that if there exists or shall exist an actual or potential conflict of interest that would make it inappropriate, in the opinion of counsel to the indemnified person, for the same counsel to represent both the indemnified person and such indemnifying person or any affiliate or associate thereof, the indemnified person shall be entitled to retain its own counsel at the expense of such indemnifying person; provided, however, that no indemnifying person shall be responsible for the fees and expenses of more than one separate counsel for all indemnified parties.

10. Effective Date and Termination of Agreement.

10.1 Effective Date. This Agreement shall become effective as of the date of execution hereof.

10.2 Failure to Fulfill Conditions. In the event that either party fails to fulfill (the “Non-Fulfilling Party”) any of the conditions precedent to the performance of the obligations of the other party (the “Other Party”), the Other Party shall elect to either (a) waive such unfulfilled condition or conditions and consummate the transaction which is the subject hereof, in which event no claim may be asserted against the Non-Fulfilling Party by reason of the matters which were the subject of such conditions, or (b) terminate this Agreement as provided below.

10.3 Termination. Either party may terminate this Agreement at any time for any reason, without any further obligation to the non-terminating party; provided, however, that: (a) no such termination will affect Placement Agent’s right to expense reimbursement under Section 3.10 and (b) no such termination will affect Placement Agent’s right to fees under Section 3.8 if the Company consummates a private placement within twelve (12) months following such termination (if any post Termination Date sales are made to investors located by the Placement Agent prior to the Termination Date and made known to the Company in writing only by Placement Agent’s efforts prior to the Termination Date).

11. Notices.

11.1 Method and Location of Notices. Any notice, reply or other communication required or permitted by this Agreement, except as herein otherwise specifically provided, shall be in writing and (i) if sent to the Placement Agent, shall be mailed, delivered or telecopied and confirmed to Ed McClendon, Terra Nova Financial, L.L.C., 100 S. Wacker, Suite 1550, Chicago, IL 60606 and (ii) if sent to the Company, shall be mailed, delivered or telecopied and confirmed to Bill Critchfield, Corgenix Medical Corporation, 11575 Main Street, Suite 400, Broomfield, CO 80020. Any party may change its address for notice by giving notice of its new address to the other parties in the manner specified above.

11.2 Time of Notices. Notice shall be deemed to be given by the Placement Agent to the Company or by the Company to the Placement Agent (i) if by personal delivery, on the date of such delivery, (ii) if by telecopy, on the date of transmission, and (iii) if mailed, three days after delivery to the mails, postage prepaid, registered mail, return receipt requested, to the addresses provided in Section 12.1 hereof.

12. Miscellaneous.

12.1 Confidentiality. The Placement Agent agrees and acknowledges that certain information furnished by the Company pursuant to the Placement Agent's requests may be of a proprietary nature and that any information provided by the Company shall be kept confidential and shall not be disclosed to any third party without the prior approval of the Company except as may otherwise be required by law or court order.

12.2 Parties. This Agreement shall inure solely to the benefit of and shall be binding upon the Placement Agent, the Company and their respective successors, legal representatives and assigns, and no other person shall have or be construed to have a legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

12.3 Construction. This Agreement shall be construed in accordance with the laws of the State of Illinois, without giving effect to the principles thereof relating to the conflict of laws.

12.4 Descriptive Heading; Defined Terms. The descriptive headings of the several sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings set forth in the Marketing Materials.

12.5 Counterparts. This Agreement may be executed in one or more counterparts, and, if executed in more than one counterpart, the executed counterparts shall together constitute a single instrument.

12.6 Entire Agreement; Written Waivers. This Agreement constitutes the entire agreement of the parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations between the parties with respect to the subject matter hereof. Neither the Company nor the Placement Agent has relied on any written or oral representations or inducements, other than those which are set forth in this Agreement in executing and delivering this Agreement. No waiver, alteration or modification of any of the provisions hereof shall be binding unless it is in writing and signed by each of the parties hereto.

12.7 Severability. If any of the provisions of this Agreement are rendered or declared illegal by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of the Agreement shall remain in full force and effect.

12.8 Headings. The headings and captions of this Agreement are inserted for convenience of reference only and shall not be deemed a part hereof or used in the construction or interpretation hereof.

If the foregoing correctly sets forth the understanding between the Placement Agent and the Company, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding agreement among the parties.

Very truly yours,

By: _____
Name: _____
Title: _____

AGREED AND ACCEPTED:

Corgenix Medical Corporation

By: _____
Name: _____
Title: _____