

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

CALYPTE BIOMEDICAL CORP

CIK: **899426** | IRS No.: **061226727** | State of Incorporation: **DE** | Fiscal Year End: **1231**
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UNITED STATES
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) December 4, 2007

Calypte Biomedical Corporation
(Exact name of Company as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

000-20985
(Commission File Number)

06-1226727
(I.R.S. Employer Identification)

16290 S.W. Upper Boones Ferry Road, Portland, OR 97224

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(503) 726-2227**

N/A

(Former name or former address, if changed since last report)

- Written communication 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 40.13e-4(c))
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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On December 4, 2007, Calypte Biomedical Corporation (the “Registrant”) entered into the Seventh Amendment to 2005 Credit Facility Agreement (the “Credit Facility Amendment”) between the Registrant and Marr Technologies, BV (“Marr”), the Registrant’s largest stockholder and affiliate to Marr Technologies Asia Limited, the Registrant’s joint venture partner in Beijing Marr Bio-Pharmaceutical Co., Ltd. Pursuant to the Credit Facility Amendment, Marr was given the option to convert (the “Credit Facility Conversion Option”), for a one (1) year period commencing on December 4, 2007 and ending on December 3, 2008 (the “Term”), all or any portion of the principal amount and accrued interest of the promissory notes issued under the 2005 Credit Facility and outstanding during the Term into shares of common stock of the Registrant at the conversion price of \$0.16 per share.

Also on December 4, 2007, the Registrant entered into Amendment No. 3 to Secured 8% Convertible Promissory Notes (the “8% Notes Amendment”) between the Registrant and Marr lowering the conversion price (the “Conversion Price”) of the 8% convertible promissory notes (the “Notes”) issued to Marr in the PIPE dated April 4, 2005 (the “2005 PIPE”) and all subsequent Notes issued, and to be issued, to Marr thereafter for the payment of interest on the Notes from \$0.30 per share to \$0.16 per share of common stock, for the Term described above.

The Registrant granted Marr the Credit Facility Conversion Option and the 8% Notes Amendment in consideration for Marr’s immediate exercise of all Marr’s outstanding warrants to purchase shares of the Registrant’s common stock. If not converted into shares of common stock of the Registrant during the Term, the principal balance and accrued interest of the promissory notes issued under the 2005 Credit Facility Agreement will be due and payable on April 3, 2009. If not converted into shares of common stock of the Registrant during the Term, the Notes and related accrued interest may be converted into shares of the Registrant’s common stock at a conversion price of \$0.30 per share until April 3, 2009, at which time they will become due and payable. As required by the 2005 PIPE Purchase Agreement, the Registrant has made the same offer to lower the Conversion Price of the Notes to the other two investors currently holding Notes, SF Capital Partners Ltd. and Morningtown Limited.

The Registrant hereby incorporates by reference the terms of the Amendments which are annexed hereto and made a part of this current report.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.183	Seventh Amendment to 2005 Credit Facility.
10.184	Amendment No. 3 to Secured 8% Convertible Promissory Notes

SIGNATURES

Pursuant to the requirement 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: Portland, Oregon
December 10, 2007

Calypte Biomedical Corporation

By: /s/ Jerrold D. Dotson

Jerrold D. Dotson

Vice President - Finance

SEVENTH AMENDMENT TO 2005 CREDIT FACILITY

THIS SEVENTH AMENDMENT TO 2005 CREDIT FACILITY AGREEMENT (this "**Amendment**") is made as of December 3, 2007, by and among Calypte Biomedical Corporation, a Delaware corporation ("**Issuer**"), and Marr Technologies, BV, a limited liability company established in the Netherlands ("**Purchaser**"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Credit Facility referred to below.

WHEREAS, Issuer and Purchaser are parties to the 2005 Credit Facility Agreement dated as of April 4, 2005, Amendment to 2005 Credit Facility dated as of November 30, 2005, Second Amendment to 2005 Credit Facility dated as of February 22, 2006, Third Amendment to 2005 Credit Facility dated as of July 6, 2006, Fourth Amendment to 2005 Credit Facility dated as of December 22, 2006, Fifth Amendment to 2005 Credit Facility dated as of February 6, 2007, and Sixth Amendment to 2005 Credit Facility dated as of March 21, 2007 (collectively, the "**Credit Facility**"); and

WHEREAS, the Issuer has agreed that if the Purchaser immediately exercises all of the currently outstanding warrants issued to it by the Issuer to purchase an aggregate of 8,482,292 shares of Common Stock, as more particularly described on Schedule A, attached hereto, and delivers to the Issuer the aggregate exercise price for such warrants of \$610,725.01 by wire transfer of immediately available funds no later than Wednesday, December 5, 2007, then, and only then, will the Issuer agree, for a period of one (1) year from the date of this Amendment (the "**Term**"), to give the Purchaser the right to convert the principal amount of the Notes then outstanding together with any accrued and unpaid interest thereunder into shares of common stock of the Issuer (the "**Common Stock**") at the conversion price of \$0.16 per share (the "**Conversion Price**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Issuer and Purchaser agree as follows:

1. A new Section IV is hereby added to the Credit Facility to read in its entirety as follows:

"IV. Conversion.

a. At the Option of the Purchaser: During the Term, all or any portion of the principal amount of the Notes then outstanding issued hereunder together with any accrued and unpaid interest thereunder shall be convertible into shares of Common Stock at the Conversion Price, at the option of the Purchaser, at any time and from time to time. The Purchaser may effect conversions under this Section IV.a., by delivering to the Issuer a conversion notice, in the form attached hereto as Exhibit A (the "**Conversion Notice**"), together with a schedule, in the form of Schedule 1 attached hereto (the "**Conversion Schedule**").

b. At the Option of the Issuer. The Issuer may deliver a written notice (an "**Issuer Conversion Notice**") to the Purchaser within five days after any day (such day, the "**Test Date**") on which the conditions in (i), (ii) and (iii) below shall be satisfied, stating its irrevocable election to convert at the Conversion Price of all (but not less than all) of the outstanding principal amount of this Note, provided that: (i) the VWAP (as defined below) for each of the 20 consecutive trading days prior to the Test Date is greater than the price per share derived by multiplying the Conversion Price by the number two (2), (ii) the average daily trading volume of the Common Stock during the entire period referred to in clause (i) of this Section IV.b. shall be at least 450,000 shares, and (iii) no Event of Default shall exist. Notwithstanding anything to the contrary set forth in this Note, the Purchaser shall have the right to nullify such Issuer Conversion Notice if any of the conditions set forth in this Section IV.b. shall not have been met on each date during the entire period referred to in clause (i) above. The Issuer covenants and agrees that it will honor all Conversion Notices tendered from the time of delivery of the Issuer Conversion Notice through 5:00 p.m. (Pacific Standard Time) on the trading day prior to the Issuer Conversion Date. For purposes of this Amendment, "**VWAP**" means, with respect to any date of determination, the daily volume weighted average price (as reported by Bloomberg using the VAP function) of

the Common Stock on such date of determination, or if there is no such price on such date of determination, then the daily volume weighted average price on the date nearest preceding such date.

c. Mechanics of Conversion. The number of shares of Common Stock issuable upon any conversion hereunder shall equal the outstanding principal amount of this Note to be converted, divided by the Conversion Price on the Conversion Date (or the Issuer Conversion Date), plus (if indicated in the applicable Conversion Notice or the Issuer Conversion Notice) the amount of any accrued but unpaid interest on this Note through the Conversion Date (or the Issuer Conversion Date), divided by the Conversion Price on the Conversion Date (or the Issuer Conversion Date).

The Issuer shall promptly issue or cause to be issued and cause to be delivered to or upon the written order of the Purchaser and in such name or names as the Purchaser may designate a certificate for the shares issuable upon such conversion. The Purchaser, or any person so designated by the Purchaser to receive shares, shall be deemed to have become holder of record of such shares as of such Conversion Date (or the Issuer Conversion Date). The Purchaser shall not be required to deliver the original Note in order to effect a conversion hereunder. Execution and delivery of the Conversion Notice shall have the same effect as cancellation of the Note and issuance of a new Note representing the remaining outstanding principal amount.

d. Expiration of Conversion. At the end of the Term, this Article IV will automatically expire without the need for any additional action on the part of either the Issuer or the Purchaser or amendment of the Credit Facility.”

2. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Delaware, without regard to the conflicts of laws principles of the State of Delaware.

3. Miscellaneous. Neither this Amendment nor any provision hereof may be changed, waived discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. This Amendment shall be binding upon Issuer and its successors and assigns, and all persons claiming under or through Issuer or any such successor or assign, and shall inure to the benefit of and be enforceable by Purchaser and its successors and assigns.

4. Execution. This Amendment may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile signature page were an original thereof.

5. Effect of Amendment. Except for the amendment provided for herein, the Credit Facility shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Seventh Amendment to Credit Facility to be duly executed and delivered as of the date first above written.

CALYPTE BIOMEDICAL CORPORATION

By: /s/ Roger I. Gale

Its: Chief Executive Officer

Date: December 5, 2007

MARR TECHNOLOGIES, BV

By: /s/ C. Strik

C. Strik

Its: Director

Date: December 4, 2007

EXHIBIT A

CONVERSION NOTICE

(To be Executed by the Purchaser in order to convert Notes)

The undersigned hereby elects to convert the principal amount of Note indicated below, into shares of Common Stock of Calypte Biomedical Corporation, as of the date written below. If shares are to be issued in the name of a person other than undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as reasonably requested by the Issuer in accordance therewith. No fee will be charged to the Purchaser for any conversion, except for such transfer taxes, if any. All terms used in this notice shall have the meanings set forth in the Note.

Conversion
calculations:

Date to Effect Conversion

Principal amount of Note owned prior to conversion

Principal amount of Note to be Converted

Principal amount of Note remaining after Conversion

Number of shares of Common Stock to be Issued

Name of Investor

By: _____

Name:

Title:

Schedule 1

CONVERSION SCHEDULE

This Conversion Schedule reflects conversions made under the above referenced Notes.

Dated:

Date of Conversion	Amount of Conversion	Aggregate Principal Amount Remaining Subsequent to Conversion

AMENDMENT NO. 3 TO SECURED 8% CONVERTIBLE PROMISSORY NOTES

THIS AMENDMENT NO. 3 (this "**Amendment**") to Secured 8% Convertible Promissory Notes, as amended by Amendment No. 2 to Secured 8% Convertible Promissory Notes dated July 3, 2007, and Amendment to Secured 8% Convertible Promissory Notes dated March 21, 2007 (each, a "**Note**," and collectively, the "**Notes**"), is made as of December 3, 2007, by and between Calypte Biomedical Corporation, a Delaware corporation (the "**Company**"), and Marr Technologies BV, a limited liability company established in the Netherlands (the "**Investor**"). If there is any inconsistency between the terms of this Amendment and any other agreement referenced herein, the terms of this Amendment will govern.

WHEREAS, the Company has agreed that if the Investor immediately exercises all of the currently outstanding warrants issued to it by the Company to purchase an aggregate of 8,482,292 shares of Common Stock, as more particularly described on Schedule A, attached hereto, and delivers to the Company the aggregate exercise price for such warrants of \$610,725.01 by wire transfer of immediately available funds no later than Wednesday, December 5, 2007, then, and only then, will the Company agree, for a period of one (1) year from the date of this Amendment (the "**Term**"), to lower the Conversion Price of the Notes currently outstanding, and of all Notes to be issued during the Term in payment of interest on the outstanding principal amount of the Notes, to \$0.16 per share;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor agree as follows:

1. The definition of "Conversion Price" is hereby amended and restated to read in its entirety as follows:

“**Conversion Price**” means \$0.16 during the Term. At the end of the Term, the Conversion Price will automatically revert back to the definition set forth in the Notes, which states, for the avoidance of any doubt, ‘**Conversion Price**’ means \$0.30 subject to adjustment from time to time pursuant to Section 11.”

2. Except for the amendments provided for herein, the Notes shall remain unchanged and in full force and effect.
3. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall be deemed to be one and the same instrument.
4. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of law principles thereof.

[Signature Pages Follow]

[SIGNATURE PAGE FOR THE COMPANY]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

Calypte Biomedical Corporation

By: /s/ Roger I. Gale

Signature

Its: Chief Executive Officer

Title

IN WITNESS WHEREOF, the parties hereto has caused a counterpart of this Amendment to be duly executed and delivered as of the date first above written.

Marr Technologies BV

Name of Investor

By: /s/ C. Strik

C. Strik

Its: Director

Schedule A

Outstanding Warrants

Warrants to purchase an aggregate of 3,392,916 shares of Common Stock at \$0.03 per share.

Warrants to purchase an aggregate of 5,089,375 shares of Common Stock at \$0.10 per share.