

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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GLOBAL MEDICAL PRODUCTS HOLDINGS INC

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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) January 31, 2004

Global Medical Products Holdings, Inc.
(Exact Name of Registrant as Specified in its Charter)

Nevada	000-29989	86-0889096
(State or other jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2777 Yulupa Ave., #155, Santa Rosa, CA 95405

(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (619) 222-2568

100 "E" Street, Suite 220, Santa Rosa, CA 95404
(Former Name or Former Address, if Changed Since Last Report)

Item 1. through Item 4. Not Applicable

Item 5. Other Events and Regulation FD Disclosure

On January 31, 2004 Global Medical Products Holdings, Inc. entered into an "Agreement to Dividend Stock" with JWG Enterprises, Inc., whereby Global Medical Products Holdings, Inc. will receive 20 percent of the equity of GlobeLink Capital, Inc. (formerly GlobeLinkCapital.Com, Inc.) in the form of a stock dividend. (1) Global Medical Products Holdings, Inc. will in turn pass 50 per cent of the dividend through to its shareholders.

GlobeLink Capital, Inc. is a joint venture Nevada corporation presently with principle investors - JWG Enterprises, Inc., Alie Chang and Felizian Paul. Matt Fong of Strategic Advisory Group (and former Treasurer of the State of California) has accepted an offer to be an advisor to GlobeLink Capital, Inc. and has accepted a shareholder position in GlobeLink Capital, Inc. (2)

On January 16, 2004 Beijing Guo Xin Well-tel Technology Co., Ltd., as a Division of the Ministry of Information Industry of The People's Republic of China, entered into an exclusive agreement with EarthNetMedia, Inc. and its affiliate, The Emco/Hanover Group. (3) This agreement provides for the development of

certain Chinese companies that are in need of funding and market outlets outside of China. EarthNetMedia, Inc. and The Emco/Hanover Group, through JWG Enterprises, Inc., have assigned all of their respective rights to the agreement to GlobeLink Capital, Inc.

It is the intention of the parties to also dividend certain securities of GlobeLink Capital, Inc. to Global Medical Products Holdings, Inc.

On January 16, 2004, EarthNetMedia, Inc. signed a "Letter of Intention for Co-operation" with Hangzhou Trunkingcom Science Technologies Co. Ltd., Hangzhou

1 See Exhibit 10.1 Agreement to Dividend Stock

2 See Exhibit 99.1 Fong acceptance letter

3 See Exhibit 10.2 An Exclusive Agreement

City, China, and Beijing Guo Xin Well-tel Technology Co., Ltd. - A Division of The Ministry of Information Industry, People's Republic of China, Beijing, China.(4) This agreement states that EarthNetMedia, Inc. will use best efforts to obtain funds and will work with the other parties to the agreement in research, development and manufacturing. EarthNetMedia, Inc. has assigned this agreement to GlobeLink Capital, Inc.(5) (6)

Update: Redwood Securities Group, Inc. stock dividend.

Redwood Securities Group, Inc. has received from Global Medical Products Holdings, Inc. a Letter of Instruction, requesting certain information required under Section 12-G of The Securities Act of 1934. Upon receipt of such information and its filing with the Securities and Exchange Commission, Global will then set a record date for the payment of a dividend of certain shares of Redwood Securities Group, Inc. to shareholders of Global Medical Products Holdings, Inc.

Redwood Securities Group, Inc. has now officially opened its City of Industry (Los Angeles), California office.(7)

Item 6. Not applicable

Item 7 (C) Exhibits

Exhibit 10.1 Agreement to Dividend Stock

Exhibit 10.2 An Exclusive Agreement

Exhibit 10.3 Letter of Intention to Co-operate

Exhibit 99.1 Fong acceptance letter

Exhibit 99.2 Letter to The Emco/Hanover Group dated 1/20/2004

Exhibit 99.3 Letter to The Emco/Hanover Group dated 1/21/2004 By Reference Form 8-K filed January 20, 2004

Item 8. through Item 12. Not Applicable

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.

Global Medical Products Holdings, Inc.

Date: February 11, 2004

By: /s/ Douglas P. Brown

Name: Douglas P. Brown

Title: President

4 See Exhibit 10.3 Letter of Intention to Co-operate

5 See Exhibit 99.2 Letter to The Emco/Hanover Group dated 1/20/2004

6 See Exhibit 99.3 Letter to The Emco/Hanover Group dated 1/21/2004

7 See Form 8-K filed January 20, 2004

EXHIBIT 10.1

AGREEMENT TO DIVIDEND STOCK

This Agreement is entered into between Global Medical Products Holdings, Inc. a Nevada Corporation ("GMPD" or "Corporation"), a Nevada corporation, with its principle place of business in Santa Rosa, California, U.S.A., and authorized representative(s) JWG Enterprises, Inc. ("JWG"), a corporation chartered under the laws of California.

BACKGROUND

WHEREAS, JWG has, on January 31, 2004, entered into an Agreement To Create Joint Venture Corporation ("JV Agreement") with individuals Philip Paul and Allie Chang, a copy of which is attached hereto as an Exhibit, and

WHEREAS, GMPD stands to receive from the JV Agreement certain distributions of stock in the Joint Venture Corporation to be formed,

NOW THEREFORE, in witness whereof, the parties have caused this Agreement to be executed by the parties or by their respective authorized agents, valuable consideration having been acknowledged, tendered and accepted, the parties agree as follows:

1. The foregoing recitals are incorporated herein by this reference as though fully set forth.
2. JWG agrees to assign to GMDP 20 points (referenced in Paragraph 3 below), providing that GMDP qualifies as free-trading all shares received by JWG and subsequently redistributed.
3. GMDP agrees to distribute out to its shareholder base one-half of its interest in the 20 points (representing a 20 percent equity interest in the Joint Venture) it is to receive in the Joint Venture corporation.

Agreement made this 4th day of February, 2004

GLOBAL MEDICAL PRODUCTS HOLDINGS, INC.:

/S/ DOUGLAS P. BROWN

DOUGLAS P. BROWN, PRESIDENT

JWG ENTERPRISES, INC.:

/S/ KARL R. ROLLS, JR.

KARL R. ROLLS, PRESIDENT

EXHIBIT 10.2

An Exclusive Agreement
Jan 6, 2004

As of this date, January 6, 2004, Beijing Guo Xin Well-tel Technology Co., Ltd. Division of The Ministry of Information Industry (hereinafter BXT), The People's Republic of China and EarthNetMedia, Inc., a fully reporting publicly trading Nevada, U.S. Corporation (hereinafter ENM), its affiliate, The Emco/Hanover Group, (www.emcohanover.com) have reached the following exclusive understanding:

BXT and ENM intend in good faith to enter into an exclusive venture agreement regarding certain selected Chinese technology companies that are in need of funding or market outlets in North America.

For each such company ENM will provide the opportunity to be merged into a publicly traded entity. Where appropriate, ENM will use its best efforts to provide any financing required. For this effort ENM will receive 51% of such company at the outset.

BXT shall cooperate with ENM to assist in selecting Chinese Companies and checking out each company for validity plus assist in its due diligence. BXT will check with all relevant agencies of the PRC to make sure that each such company is properly licensed or is in the process of obtaining any license or permits required to market this technology in the PRC and internationally. In addition, BXT, an operating division of the Ministry of Information Technology, will in fact assist in the marketing of these companies throughout the PRC to assure the business plans will be implemented according to this Agreement. BXT shall cooperate with ENM in all reasonable ways to assist in obtaining all other information necessary for ENM to properly analyze and design the needs best suited to maximize the benefits available to the company in the PRC as well as internationally.

This agreement shall be the only agreement between the Parties until such time that it is substituted by a more detailed subsequent agreement. Only changes made in writing and signed by both parties shall amend this Agreement. The undersigned parties declare by their signature to this Agreement and are legally authorized to enter into this Agreement.

Beijing Guo Xin Well-tel Technology Co., Ltd.
Division of the Ministry of Information Industry
People's Republic of China

/s/ Zhu Xinshing

Date: 2004.1.16

Zhu Xinshing, Managing Director

EarthNetMedia, Inc.

/s/ Alie Chang

Date: Jan 18th 2004

Alie Chang

LETTER OF INTENTION FOR CO-OPERATION

This Letter of Intention for co-operation is signed by the following three parties:

Party A (TST); Hangzhou Trunkingcom Science Technologies Co., Ltd.
Address: No, 1 Jieikng road Fengjiadou, 3rd Floor, Hangzhou city, China

Party B (BXT): Beijing Guo Xin Well-tel Technology Co., Ltd. - Division of The
Ministry of Information Industry, People's Republic of China
Address: No. 13 West Chang'an Street, Beijing, China

Party C (ENM): EarthNetMedia, Inc.
Address: P.O. Box 1665, Santa Monica, CA 90406, USA

I. Tripartite business scope and cooperative purpose

Hangzhou Trunkingcom Science Technologies Co., Ltd. (TST) specializes in researching, developing and manufacturing public network cluster communication management equipments.

Beijing Guo Xin Well-tel Technology Co., Ltd. Division of Ministry of Information Industry, People's Republic of China (BXT) specializes in promoting the new high-tech and scientific products in the field of communication.

U.S.A. EarthNetMedia Co., Ltd. (ENM) is a U.S. based fully reporting public company

According to the stipulations of concerning regulations of People's Republic of China relevant law, in line with good well, equality and mutual benefits, complementary advantages, TST, BXT and ENM agree to establish a tripartite cooperative company, which is to cooperate with large communication network operators in Chinese communication network, and to provide the networks to collect dispatchers' businesses of a group of communications. This Letter of Intention is based on the above concepts.

II. Responsibilities of each of the three parties

1. While finish researching and developing the equipment of Dispatching System for Public Cluster Communication, TST should actively cooperate with BXT to offer users, approved by communication network service operator, the dispatching services of Public Cluster Communication, based on the common network and its resources provided by the communication network service operator.

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2. Services and businesses that TST offered should be consistent with the technology, security and operating requirements of communication network service operators. It should obey the People's Republic of China national policies and regulations.

3. BXT is responsible for promoting/sales of equipments of Dispatching System of Public Cluster Communication, and cooperating with the operator of the communication network to run the common network and collect dispatcher's business of a group of communications, coordinating the relationship with each communication network operator, and assisting TST by acquiring the relevant

permits and certificates for Dispatching System of Public Cluster Communication and allowing the equipments of Dispatching System of Public Cluster Communication enter the net,

4. ENM is responsible for using best efforts to obtain funds, and coordinating with TST and BXT on researching, developing and manufacturing the Dispatching System of Public Cluster Communication equipments, as well as cooperating with TST and BXT on business operations.

5. Through friendly negotiation, the three parties agree to sign the cooperative agreement on the concrete business cooperation, which regulates the cooperative mode, business operations, customer services, setting prices and dividing profits, etc,

III. Non-Disclosure clause

Information and materials of one party obtains from the other parties or offered by other parties, including any information, materials, intellectual property right, feasible result of study, etc. are regarded as secret information while this letter of intention for cooperation is still in process, and cannot be offered or disclosed to another party without writing agreements. The three parties will separately sign a relevant Non-Disclosure Agreement, which will cover the obligations.

IV. Distribution of the shares

TST will receive 35% of the net income for it's effort in research, development and manufacturing of the public network cluster communication management equipment.

BXT and ENM will be receiving 65% of the net income. As majority share holder of the company.

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V. International communication

All parties must obtain the agreement from the other two parties in advance before releasing any news, information or promotion concerning research and development results, unless they must obey the regulations and laws of the country where they are published,

VI. Each party that signs this Letter of Intention operates independently. Unless clearly outlined in this Letter of Intention, no party has the right or authorization to undertake or accept any obligation on behalf of another party or in the name of another party, or to sign any contract, agreement or restriction that promised letting another party signed with other entities.

VII. Each signed party is stated and guaranteed its power and mandate from this Letter of Intention.

VIII. If any item in this Letter of Intention is invalid, illegal or non-executable, it will not affect other valid, legitimate and executable regulations in this letter of intention for co-operation,

VIIII. This Letter of Intention should come into force three days after all three parties signed. The initial term of validity is one year.

IN WITNESS WHEREOF, the Parties have caused this letter of intention for co-operation to be executed by their respective authorized representatives

<TABLE>

<CAPTION>

<S>

Hangzhou Trunkingcom Science
Technologies C., Ltd

<C>

Wantailong Science
Technologies co., Ltd of
China Information Industry

<C>

EarthNetMedia, Inc. USA

Stamp:

Stamp:

Stamp:

Signature: /s/ Hangzhou
Trunkingcom Science Technolgies
Co., Ltd

Signature: /s/ Wantailong
Science Technologies co.,
Ltd of China Information Industry

Signature: /s/ Alie Chang

Date: 2004.1.16

Date:

Date: Jan. 15, 2004

</TABLE>

EXHIBIT 99.1

STRATEGIC ADVISORY GROUP
MEMORANDUM

TO: Bruce Barren, JWG Enterprises
FR: Matt Fong
RE: Joint Venture Agreement
DE: February 2, 2004

This memorandum acknowledges my participation as an advisor to the joint venture created between JWG Enterprises and Phil and Alie Paul.

/s/ Matt Fong
Matt Fong

EXHIBIT 99.2

EARTHNETMEDIA

January 20, 2004

The EMCO/Hanover Group
11740-11 Sunset Boulevard
Los Angeles, CA 90049

Attention: Mr. Bruce W. Barren,
Group Chairman

Gentlemen:

At your request and on your behalf EarthNetMedia, Inc. ("EarthNetMedia") has secured an exclusive agreement with Beijing Guo Xin Well-tel Technology Co., Ltd., a division of the Ministry of Information Industry of People Republic of China ("Ministry"). As part of this relationship and on behalf of The EMCO/Hanover Group ("EMCO/Hanover"), EarthNetMedia has already received its first assignment, Hangzhou Trunkingcom Science Technologies Co., Ltd. ("Hongzhou"), from the Ministry.

We look forward to working with EMCO/Hanover and designated alliances to make this opportunity a rewarding one for everyone involved.

Sincerely,

EarthNetMedia, Inc.

/s/ Alie Chang

Alie Chang
Chief Executive Officer

Email: e@earthnetmedia.com

P.O. Box 1665 o Santo Monica, CA 90406 o Tel: (310) 459-1081 Fax: (310) 459-8530

EXHIBIT 99.3

EARTHNETMEDIA

January 21, 2004

The EMCO/Hanover Group
11740-11 Sunset Boulevard
Los Angeles, CA 90049

Attention: Mr. Bruce W. Barren,
Group Chairman

Gentlemen:

As an Addendum to our letter of January 20, 2004, EMCO/Hanover should understand that according to the Beijing Guo Xin Well-tel Technology Co. Ltd., as division of the Ministry of Information Industry of People Republic of China ("Ministry") they has not executed an Agreement with an company of this type before, particularly with a US company which is outside of China. Furthermore, EMCO/Hanover should understand that Hongzhou TrunkingCom (Hongzhou) is the first of many projects under this Agreement which the Ministry would like EarthNetMedia and The EMCO/Hanover Group to undertake and to find Hongzhou a marketing and capital partner in North America. As consideration. In all cases, the Ministry will retain both a participating profit/ equity interest in each company selected (i.e. Hongzhou) plus a minority equity interest in Globe Link Capital, Inc. itself, to whom EMCO/Hanover has assigned its interest through JWG Enterprises, Inc.

Under the Hongzhou Agreement, EMCO/Hanover understands that Hongzhou has all of the necessary permits and licenses ("Intangibles") to do business in China. Minimally, these Intangibles are estimated to have a fair market value of between \$250,000 and \$500,000 ("Value") - depending on the type of license a foreign company/owner would like to obtain in China. This estimate, however, excludes the capitalized value of the enterprise to whom these intangibles have been granted. This Value is an estimate of the initial investment costs one incurs in start-up professional time and expenses over minimally a six to nine month period to quality for permits and licenses to conduct business in China, if they are granted at all. As you are well aware, even when one goes through the process, including the incurrence of the aforementioned costs, it does not guarantee that the foreign company desires to do business in China will be granted such licenses and permits.

Furthermore, in consideration for EarthNetMedia securing an Agreement for EMCO/Hanover with the Ministry, as referred to in our letter of January 20, 2004, it is the mutual understanding that EarthNetMedia directly, and EMCO/Hanover, in a separate agreement with JWG Enterprises, Inc., will assign all of their respective rights therein to GlobeLink Capital, Inc, and that the capital

stock of GlobeLink Capital will be initially divided as has been stated in the attached draft Agreement, the formalization of which EarthNetMedia understands will be completed concurrently with this mutual understanding.

We trust the above summarizes our various conversations and understandings.

Sincerely,
EarthNetMedia, Inc.

/s/ Alie Chang
Alie Chang
Chief Executive Officer

EMAIL: E@EARTHNETMEDIA.COM

P.O. Box 1665 o Santa Monica, CA 90406 o Tel: (310) 459-1081 Fax: (310) 459-S530