



LETTER OF INTENT

15 September, 2020

From:
G&C Medequip LLC
Rep: Ralph L Garcia
1915 Candlelight Pl Dr, Houston, TX - 77018, USA
USA

To:
3M Corporate Headquarters
3M Centre
St. Paul MN 55144-1000
USA

Dear Sir,

The intent of this Letter is to provide a written expression of the mutual interest of the following Parties:

"Buyer": G&C Medequip LLC and
"Seller": 3M Corporation

in which Buyer would purchase the business, materials, services or matters set forth in this Letter from Seller. This Letter also outlines some of the terms and conditions that a future agreement would include, as well as the exchange of information and documents that should take place in advance of the future agreement. The future agreement would require further documentation and approvals and the preparation of a definitive agreement which would set forth the material terms and a commitment from the Buyer to purchase and the Seller to sell.

BUYER verifies that we are & shall remain compliant as directed within Executive Order 2020-10. Specifically purchasing products that fall within the definition of a healthcare & public health operation. Namely, the product, Cardinal Flex Nitrile Gloves which BUYER intends to sell, supply & distribute to FEMA, federal, state & private healthcare 1st responders, medical workers, federal employees, and/or other non-retail users.

1. Prospective Transaction

The transaction, which the Parties have expressed a mutual interest in, involves the transfer of 50 million boxes to 500 million boxes of Cardinal Flex Nitrile Gloves the Seller to the Buyer ("Prospective Transaction"). The Cardinal Flex Nitrile Gloves price is FOB \$13/box. Buyer has an interest to buy gloves via available inventory stocks only.

2. Purchase Price

The Prospective Transaction would involve payment from Buyer to Seller under the following



terms:

Target Price range per box: up to \$13.00

Buyer understands that it must pay a 10% facilitators fee on top of any agreed Purchase Price. Buyer will make payments in the amount of 100% of each invoice as glove lots become available.

3. Liabilities of Seller

Buyer would not assume any liabilities or obligations of Seller. Seller would remain liable for any (known or unknown) liabilities or obligations not expressly assumed by Buyer and which arose before the consummation of the final or definitive agreement and shall pay and discharge all known liabilities and obligations prior to closing.

4. Due Diligence

Buyer will be entitled to inspect and analyze the Seller's inventory and the Seller's business and operations until the closing, or termination, of this Letter of Intent. Seller will provide all information requested by Buyer and Buyer agrees to execute a Confidentiality Agreement and to not contact Seller's customers or suppliers unless authorized by Seller.

5. Contingencies

Before a final agreement can be made, Buyer must be satisfied with the due diligence review and information and documents provided by Seller, and an agreement on the terms of the Definitive Agreement.

6. Definitive Agreement

The Definitive Agreement will be structured as a purchase and sale of assets and will include customary covenants, conditions, and warranties.

7. Non-Binding Agreement

Except for the paragraphs entitled "Exclusivity" and "Public Announcements and Confidentiality Agreement," the provisions in this Letter of Intent are for informational purposes only and are non-binding on all Parties. The Prospective Transaction requires further negotiation and documentation, including preparing and executing a final agreement. This letter does not require either party to proceed to the completion of a binding final agreement. The parties shall not be contractually bound to the sale, purchase or transfer listed above unless and until they enter into a formal, written final agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion.

8. Exclusivity

The Parties agree to Exclusivity for a period of 5 days from the date the last signature is affixed hereto. Consideration for an exclusivity agreement is the time and expense involved in drafting this Letter of Intent and conducting the due diligence review.

9. Public Announcements and Confidentiality Agreement

All parties hereby agree not to release any information to the public with regards to this letter or any potential agreement without the separate written consent of all parties involved. All parties agree that the terms of this letter of intent and any negotiations shall remain confidential between the parties and their legal representation.

10. Authority to Enter Letter of Intent

The parties signing this letter affirm they are an authorized representative of their respective companies and have authority to enter this Letter of Intent.



11. Expenses Associated with this Letter of Intent and Due Diligence

The Parties agree to bear their own expenses, including attorney's and professional fees associated with any due diligence or any other matter associated with this Prospective Transaction.

13. Governing Law

This letter shall be governed by the laws in the United States of America.

Sincerely,

Buyer: **G&C MEDEQUIP, LLC**

A handwritten signature in black ink, appearing to read "Ralph Garcia", written over a horizontal line.

Ralph Leslie García

President

DATE: September 15, 2020

Attachment A:

G&C MEDEQUIP, LLC (BUYER) INFORMATION

1. Company Name: G&C MEDEQUIP, LLC
2. Company Origin: United States of America
3. Company Address : 1915 Candlelight PL Dr, Houston, Texas, 77018, USA
4. Company Telephone: 7134080080
5. Representative: Ralph Leslie García
6. Email: ralph.garcia@rlgint.com



Attachment B:

