

## PHARMACY COUNCIL



**APPLICATION FOR ALTERATION**  
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,  
Pharmacy Council,  
P.O. Box 1277,  
Dodoma.

**APPLICATION FOR CHANGE OF:**

- |                       |                                     |
|-----------------------|-------------------------------------|
| 1. PREMISES LOCATION  | <input type="checkbox"/>            |
| 2. BUSINESS NAME      | <input checked="" type="checkbox"/> |
| 3. BUSINESS OWNERSHIP | <input checked="" type="checkbox"/> |

**SECTION A: APPLICANT CURRENT INFORMATION:**

NAME OF PREMISES: MASABA PHARMACY FIN. 0300263

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☒ Warehouse ☐

**PHYSICAL ADDRESS:**

Plot No. 066/026 Street BUHILA Ward BUSWELU

District/Municipal ILEMELA Region MWANZA

POSTAL ADDRESS: 108, MWANZA Contact No. 0763-288-650

E-mail: .....

**OWNERSHIP:**

Directors (Names): 1. CHACHA PATRICK MWITA Qualification: BIASHARA

2. .... Qualification: .....

3. .... Qualification: .....

**SUPERINTENDANT INFORMATION:**

Full Name: Rainer Tegambwa PIN: 0101219

Residential Address: P.O. BOX 1370, Mwanza Tel: 0755-542508 Email: r.tegambwa319@gmail.com

Contract commencement date: 30/6/2025 Cessation date 30/6/2026

**SECTION B: PROPOSED CHANGES:**

NAME OF THE NEW PREMISES: ELIBA PHARMACY LIMITED

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☒ Warehouse ☐

**PHYSICAL ADDRESS:**

Plot No. 066/026 Street BUHILA Ward BUSWELU

District/Municipal ILEMELA Region MWANZA

POSTAL ADDRESS: 307, MWANZA CONTACT No. 0752 739651

**NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)**

Directors (Names):

1. EVODIUS REVELIAN BACHUBIRA Qualification: ACCOUNTANT
2. JESCA LIMBE DAUD Qualification: NURSE
3. \_\_\_\_\_ Qualification: \_\_\_\_\_

**SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)**

Full Name: Rainer Tegambwa PIN: 0101219

Residential Address: P.O. Box 1370 Tel: 0755 98008 Email: rttegambwa319@gmail.com

Contract commencement date: 30/6/2025 Cessation date: 30/6/2026

**SECTION C: REASON(S) FOR PARTICULAR ALTERATION**

1. Business sold to new owners and will run with no any business relations with previous owners
2. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**SECTION D: APPLICANT INFORMATION**

Name of Applicant: EVODIUS REVELIAN BACHUBIRA

(Contact/email if different from the above)

Address: 307, UWANZA Tel: 0752739651 E-mail: bachubira@yahoo.com

Signature of Applicant: [Signature] Date: 18/08/2025

**SECTION E: APPLICANT DECLARATION**

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties.

Signature of Applicant: [Signature] Date: 18/08/2025

**SECTION F: REQUIRED ATTACHMENT**

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE
2. Copy of lease agreement or title deed
3. Memorandum of Understanding
4. Certificate of registration from BRELA
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)

**MKATABA WA MAUZIANO YA BIDHAA ZA  
BIASHARA**

**KATI YA**

**CHACHA PATRICK MWITA  
S.L.P 108  
ILEMELA- MWANZA  
SIMU: 0763-288650**

**NA**

**EVODIUS REVELIAN BACHUBIRA  
S.L.P 307  
MWANZA  
SIMU: 0752-739651**

**JUNE, 2025**





# MKATABA WA MAUZIANO YA BIASHARA

MKATABA HUU umefanyika leo tarehe ...~~20~~... Mwezi ...~~06~~... 2025

KATI YA

CHACHA PATRICK MWITA wa S.L.P 108 Mwanza (ambaye katika mkataba huu atajulikana kama "MUUZAJI" kwa upande mmoja)

NA

EVODIUS REVELIAN BACHUBIRA wa S.L P 307 MWANZA (ambaye katika mkataba huu atajulikana kama "MNUNUZI" kwa upande mwingine)

KWA KUWA

- A. CHACHA PATRICK MWITA (MUUZAJI). ni mfanyabiashara na mmilki wa duka la dawa za binadamu lenye jina la MASABA PHARMACY iliyopo Buswelu, Wilaya ya Ilemela, Jijini Mwanza na Mpangaji vyumba vinne kwenye nyumba inayomilikiwa na, ROSEMARY STEVEN NKANGA
- B. Mnunuzi, ni mfanyabiashara na mkazi wa Mwanza na yupo tayari kununua bidhaa, vifaa pamoja kuachiwa/kupishwa katika vyumba hivyo vinne ilipo biashara ya Muuzaji kwa kuzingatia masharati yaliyopo kwenye mkataba huu.

HIVYO BASI PANDE ZOTE KATIKA MKATABA HUU WAMEKUBALIANA KAMA IFUATAVYO:

1. KWAMBA, mkataba huu utakuwa na nguvu ya kisheria mara baada ya pande zote za mkataba huu kutia sahihi zao kama ishara ya kubanwa na masharti yaliyomo katika mkataba huu.
2. KWAMBA, Muuzaji anamuuzia Mnunuzi bidhaa mbalimbali za biashara yake hiyo pamoja kumpisha/kumwachia vyumba vyote vinne vya biashara vilivyopo Buswelu Centre, Wilaya ya Ilemela, Jijini Mwanza.
3. KWAMBA, bidhaa alizouziwa Mnunuzi na Muuzaji ni dawa zote za binadamu zilizopo kwenye duka hilo ambazo zilikuwa zinauzwa kwa bei ya rejareja, vitendea kazi vyote vilivyopo kwenye duka hilo (Pharmacy) pamoja na kumwachia/ kumpisha katika vyumba vyote vinne ambapo Muuzaji alikuwa akifanya biashara hiyo kwa jina la MASABA PHARMACY.



**KWAMBA**, bei ya mauziano ya vitu vyote tajwa hapo juu pamoja na kumpisha/kumwachia Vyumba vyote vinne vya biashara ni Shilingi za Kitanzania Milioni Arobaini tu (TSHS. 40,000,000/=) pesa ambayo italipwa kwa utaratibu ufuatao:-

(a) Leo tarehe 20/06/2025 Mnunuzi amemlipa Muuzaji Shilingi Milioni Thelasini na Saba tu (Tshs. 37,000,000/=) pesa taslimu (Cash) na kwa kusaini makataba huu Muuzaji anakiri kupokea pesa hiyo yote.

(b) Kiasi kilichobaki Shilingi Milioni Tatu (Tshs. 3,000,000/=) kitalipwa kabla au ifikapo tarehe 31/07/2025.

(c) **KWAMBA**, Muuzaji anamthibitishia Mnunuzi kuwa amempa taarifa Mwenye (**ROSEMARY STEVEN NKANGA**), na ameridhia kumwachia/kumpisha Mnunuzi aendelee kupanga katika vyumba hivyo.

(d) **KWAMBA**, Muuzaji anamthibitishia Mnunuzi kuwa kodi ya kupanga katika vyumba hivyo vinne kwa mwaka mmoja ni Shilingi za Kitanzania Milioni Nne Laki Tatu na Elfu Ishirini tu (Tshs. 4,320,000/=), na kodi yake itakwisha mnamo tarehe 31/12/2025 na hivyo Mnunuzi atawajibika kulipa kodi kwa mwenye nyumba mara baada ya muda uliobaki kwenye mkataba wa Muuzaji kuisha.

(e) **KWAMBA**, Mnunuzi hatawajibika kulipa deni la aina yoyote kwa mtu yoyote au taasisi yoyote ambalo anadaiwa Muuzaji kupitia biashara yake hiyo.

(f) **KWAMBA**, Mnunuzi atafungua biashara yake katika vyumba ambavyo alikuwa amepangishwa Muuzaji na atatumia jina lake ambalo ataoona linafaa na sio jina la Muuzaji.

(g) **KWAMBA**, endapo itabainika kuwa Muuzaji hakuwa mmiliki halali kisheria wa biashara pamoja na bidhaa zote alizomuuzia Mnunuzi na hakupa ridhaa ya mwenye nyumba ya kumwachia vyumba hivyo Mnunuzi basi atarejesha kwa Muuzaji pesa zote za mauziano pamoja na gharama zote za usumbufu.

**KWAMBA**, makataba huu unazingatia na kufata sheria zote za mikataba za Jamuhuri ya Muungano wa Tanzania.

**KUTHIBITISHA MAKUBALIANO HAYA** pande zote mbili katika mkataba huu zinaweka sahihi zao kama inavyonekana hapa chini.

IMESAINIWA MWANZA NA CHACHA PATRICK MWITA

Ambaye namfahamu mimi binafsi/ambaye namfahamishwa na ..... ambaye namfahamu Mimi binafsi leo hii tarehe.....20.....mwezi.....06.....2025



MUUZAJI





MBELE YANGU:

JINA... PETER MZUNGA NDEGE

SAHIHI... Rugge

WADHIFA... WAKILI

ANWANI... 2529 MWANZA



IMESAINIWA MWANZA NA EVODIUS REVELIAN BACHUBIRA

Ambaye namfahamu mimi binafsi/ametambulishwa  
na ..... ambaye namfahamu mimi  
binafsi leo hii tarehe... 20 ..... mwezi... 06 ..... 2025

~~GR~~

MNUNUZI

MBELE YANGU

JINA... PETER MZUNGA NDEGE

SAHIHI... Rugge

WADHIFA... WAKILI

ANWANI... 2529 MWANZA





## TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

# TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licencing Authority; TIN : 125-847-269

PHARMACY COUNCIL

MWENGE

31818

DAR ES SALAAM

Tax Certificate Number:

261-0243-4218

Issuing Office: Mwanza

Telephone: 028 2500906

Date of issue: 27 June 2025

Expiry Date: 31 December 2025

|                                |                      |                         |  |
|--------------------------------|----------------------|-------------------------|--|
| Taxpayer Name                  | CHACHA PATRICK MWITA |                         |  |
| Trading Name                   |                      |                         |  |
| Taxpayer Identification Number | 113-388-730          | Vat Registration Number |  |
| Company Registration Number    |                      |                         |  |

Business Premises located at :

REGION : MWANZA,

DISTRICT : ILEMELA,

STREET : BUSWELU

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1. Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores

Alfred T. Mregi

COMMISSIONER FOR DOMESTIC REVENUE

27 June 2025



### Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

## PHARMACY COUNCIL



### PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. 00263-2025

This Permit is hereby granted to M/S Masaba Pharmacy of P. O. Box 108, Mwanza to operate a Retail and Wholesale Business at the premises situated/lying between Plot No. 066/026, Buhwila, Buswelu, Ilemela Municipality/District in Mwanza Region with Facility Identification Number (FIN) 0300263 under a superintendent Pharmacist Rainer Tegambwa with Personal Identification Number (PIN) 0101219

Issued in: June 2019

Expires on: 30 June 2026

23-07-2025

DATE:

  
SIGNATURE OF REGISTRAR

#### CONDITIONS

1. This Permit shall have and continue to have effect from and including the day when it is issued and does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation
2. The nature of conducting business shall conform to the category of pharmacist business registered
3. This permit does not authorize the holder to sell or supply medicines illegally to unlicensed premises.
4. When vacating the registered premises, the superintendent pharmacist shall surrender to the Council the original Premises Registration Certificate and Business Permit
5. The permit is non transferable and Council reserves the right to suspend, revoke or cancel any certificate or permit issued under this Act if satisfied terms and conditions have been violated





MKATABA WA KUPANGISHA CHUMBA CHA BIASHARA

Mkataba huu umefanyika leo tarehe 01 Mwezi 06 Mwaka 2025

ROSEMARY NKANGA KATI YA 108 Mwanza, (ambaye) hapa atajulikana kama "MPANGISHAJI" kwa upande mmoja wa mkataba.

EVODIUS REVELIAN BACHUBILA NA 307 wa S.L.P Mwanza, ambaye hapa atajulikana kama "MPANGAJI" kwa upande mwingine wa Mkataba.

KWA KUWA MPANGISHAJI ni mmiliki halali wa chumba Na 01 kilichopo eneo la BAHILA-BUSWBU wilaya ya Ilemela jijini MWANZA.

NA KWA KUWA MPANGISHAJI amehiari kupangisha na MPANGAJI ameridhika na kukubali kupanga chumba hicho.

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO:

1. Kwamba makubaliano ya pande mbili ni kuwa chumba hicho kinapangishwa kwa kiasi cha shilingi LAKI TATU tu kwa mwezi (Tshs. 300,000/=).
2. Kwamba MPANGAJI amemlipa MPANGISHAJI kiasi cha shilingi MILIONI MOJA NA LAKI NANE tu (Tshs. 1,800,000/=) tu kama malipo kwa muda wa miezi 6 na MPANGAJI ana kiri kupokea fedha hizo kikamilifu.
3. Kwamba Mkataba huu utaanza kutekelezwa tarehe 01/06/2025 na kuisha tarehe 31/12/2025 Mkataba huu utadumu kwa muda wa miezi (6) na unaweza kurejewa kwa makubaliano ya pande zote mbili.
4. Kwamba mpangaji katika muda wa upangaji atahakikisha anatumia na kuweka chumba husika katika mazingira ya usafi na kutumia kwa matumizi yaliyokubalika katika mkataba huu na endapo utatokea uharibifu wowote Mpangaji atawajibika kufidia na kurekebisha kwa gharama zake.
5. Kwamba mpangaji katika muda wote wa upangaji hataruhusiwa kumpangisha mtu mwingine bila idhini ya Mpangishaji.
6. Kwamba upande wowote unaweza kutoa taarifa ya mwezi mmoja ya kutokuendelea na mkataba mpya kabla ya kuisha kwa mkataba huu.
7. Kwamba imekubalika kuwa mpangaji atawajibika kulipia Ankara za umeme pamoja na maji
8. Mkataba huu umetafisiriwa na sharia za Jamhuri ya Muungano wa Tanzania kwa yeyote atakaye kiuka masharti ya Mkataba huu hatua za kisheria zitachukuliwa dhidi yake.

KWA UTHIBITISHO WA MAKUBALIANO YALIYOAINISHIWA KWENYE MKATABA HUU.  
WAHUSIKA WA MKATABA WAMEWEKA SAINI ZAO HAPA CHINI:

SAINI  
SAINI YA MPANGAJI

.....  
SAINI YA MPANGISHAJI



TANZANIA

C.1



# Certificate of Incorporation of a Company

Section 15

**No: 187999723**

I HEREBY CERTIFY THAT

**ELIBA PHARMACY LIMITED**

is this day incorporated under the Companies Act, 2002  
and that the Company is Limited.

**GIVEN** under my hand at Dar es Salaam this 15<sup>th</sup> day of  
**AUGUST TWO THOUSAND AND TWENTY FIVE.**



**PRINC ASST. REGISTRAR OF COMPANIES**



**TUME YA TAIFA YA UCHAGUZI  
KADI YA MPIOA KURA**



Jina Kamili - Full Name  
**EVODIUS IF BACHUBIRA**

Tarifa ya Kuzaliwa - Date of Birth  
**04-08-1985**

Jinsia - Sex **MB**

Kata - Ward  
**MOJO**

Mtaa/Kiji - District - Local  
**SIWINGU**

Kibali cha Kuandikwa - Registration Centre  
**OFISI YA MTEMDAJI WA MTAA SIWINGU**



Namba ya Mpioa Kura

**T-1075 3832 187-1**

**KADI HII INETOLEWA NA TUME YA TAIFA YA UCHAGUZI**

*[Signature]*

**NIKURUGUZI WA UCHAGUZI**

Kupitia hii mwa ya Tume ya Taifa ya Uchaguzi, kurekodiwa kufanya  
matatania ya kila yote wata kumpata mti asiyenahusika kuhusika  
kama Mipato au kuhusika kila kando ota ya Tume ya Taifa ya  
Uchaguzi

S.L.P. 10022 Dar es Salaam  
Sema +255 22 21 14963 - 6





# **TUME YA TAIFA YA UCHAGUZI KADI YA MPIGA KURA**



**Jina Kamili - Full Name**  
**JESCA L DAUD**

**Tarehe ya Kuzaliwa - Date of Birth**  
**03/05/1993**

**Jinsia - Gender** **KE**

**Kata - Ward**

**NYASAKA**

**Mtaa/Kijiji - Street/Village**

**NYANDA**

**Kituo cha Kuandikisha - Registration Centre**  
**OFISI YA MEO NYAMHUNGE 'B'**



**Namba ya Mpiga Kura**

**T-1004-7865-703-4**



**TUME YA TAIFA YA UCHAGUZI  
KADI YA MPIGA KURA**

Jina Kamili - Full Name  
**CHACHA P MWITA**

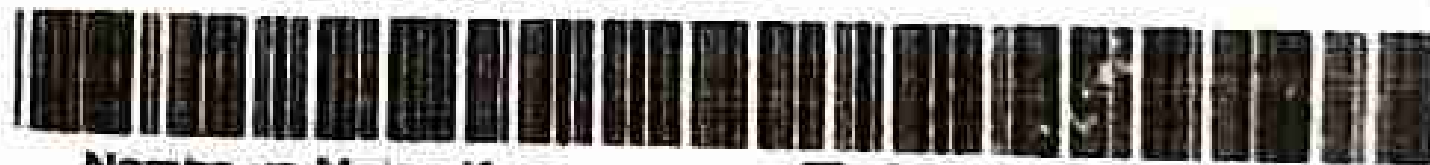
Tarehe ya Kuzaliwa - Date of Birth  
**14/08/1976**

Jinsia - Gender **ME**

Kata - Ward  
**MAHINA**

Mtaa/Kijiji - Street/Village  
**MAHINA KATI**

Kituo cha Kuandikisha - Registration Centre  
**SHULE YA SEKONDARI MAHINA**



Namba ya Mpira Kura

**T-1005-4351-160-3**



*Signature*

# PHARMACY COUNCIL



## PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0300263

This is to certify that the premises owned by M/S Masaba Pharmacy of P. O. Box 108, Mwanza located at Plot No. 066/026, Buhwila, Buswelu, Ilemela Municipality/District in Mwanza Region has been registered for Retail and Wholesale to sell pharmaceutical and related products with Facility Identification Number (FIN) 0300263

Issued in: June 2019

01-08-2019

DATE:

SIGNATURE OF REGISTRAR  
AND STAMP

### CONDITIONS

1. The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered
2. This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises
3. Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council
4. This certificate is non transferable to other premises or to any other person
5. Both certificate and business permit shall be displayed conspicuously in the registered premises





THE COMPANIES ACT No. 12 OF 2002

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**ELIBA PHARMACY LIMITED**

Incorporated this ..... day of ....., 2025

**DRAWN BY:**

**PETER MZUMA NDEGE (ADVOCATE)  
LOFTY ATTORNEYS & CORPORATE AGENCY,  
P.O.BOX 2529,**

**NYAMAGANA DISTRICT, MWANZA TANZANIA  
PLOT NO: 3 BLOCK NO: "C" HOUSE NO:5**

**BALEWA STREET/ NEAR REDCROSS BUILDING/Opposite Nyanza English Medium School/Next to Uhondo Take Away**

**Mobile: 0658570798/0765-273535**

**Email:ndege88@gmail.com**

# **THE COMPANIES ACT 2002**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **MEMORANDUM OF ASSOCIATION**

**OF**

### **ELIBA PHARMACY LIMITED**

1. The name of the Company shall be; **ELIBA PHARMACY LIMITED**
2. The registered office of the Company will be situated on the Mainland part of the United Republic of Tanzania.
3. The objects for which the Company is established are: -
  - (a) To engage in business of buying and selling of human medicines, surgical equipments and medical devices;
  - (b) To carry on the business of importation and distribution of human medicines, surgical equipments and medical devices;
  - (c) To carry out hospital activities and to conduct lab services;
  - (d) To carry on the business of wholesaler and reatailler of cosmetics;
  - (e) To engage in any activity of general suppliers of all sorts and types of general goods and services to companies, individuals, offices, industries, schools, factories, shops, hospitals, military, ministries and other government offices, Universities others;
  - (f) To carry on the business of transportation, logistics, import and export, clearing and forwarding agents, haulage contractors, freighters, carriers of general goods by air, surface or road and sea,
  - (g) To engage in the activities of importation of chemicals, component, tools and apparatus thereof, electrical and electronic appliances in all kinds, types and description whatsoever;
  - (h) To purchase, equip, maintain, work and operate the business of carriers of passengers in public and private vehicles of all kinds, including the leasing or hiring of motorcars, van, lorries, trucks, tractors, motor transport buses, motor coaches, vehicle bodies, engines, machinery, and breakdown vehicles; and to carry on the business of carriers of passengers or goods in such places as may be thought fit;
  - (i) To carry on the business of supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description;
  - (j) To carry the business of real estate , tour operator, hotel, lodging, insurance agent or broker, commission agent, and travel agency activities;

- (k) To carry on business of mobile money transfer, financial institutions agents and any business related to electronic money transactions;
- (l) To engage in livestock keeping and agricultural activities including both large and small scale agriculture such as farming of food products, spices and any other crops;
- (m) To carry on the business of fish farming including aquaculture, fish caging, fingerlings trading, and others;
- (n) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future);
- (o) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments;
- (p) To enter into any arrangements with any government authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions;
- (q) To enter into joint venture agreements or an amalgamation with any other company, government, firm or person carrying on business within the objects of the company;
- (r) Generally to do all such things as may seem incidental or conducive to the pursuit of the objects and the exercise of the powers (whether express or implied) of the company.

**AND** it is hereby declared that the intention hereof is that the objects hereinabove specified in this clause 3 shall be independent main objects of the company and shall in no wise be limited or restricted by reference to or inference from the terms of any other paragraph or the other clauses hereof.

#### **4. LIABILITY**

The liability of the members is limited.

#### **5. CAPITAL**

The authorized share capital of the company at the date of registration of this Memorandum of Association is **Tanzania Shillings One Million (Tshs. 1,000,000/=)** divided into **One Hundred (100) shares of Tanzania Shillings Ten Thousand (Tshs. 10,000/=)** each with power for the company to increase or reduce such capital and to divide the shares in the capital for the time being, whether original or increased, in different classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether preference or otherwise, or any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles or Association registered herewith.



We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number(s) of shares in the capital of the company set opposite our respective names.

| Names, Addresses and Description of subscribers        | No. of Shares Taken | Signature                                                                           |
|--------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------|
| 1. EVODIUS REVELIAN BACHUBIRA<br>P.O.BOX 307<br>MWANZA | 70                  |  |
| 2. JESCA LIMBE DAUD<br>P.O.BOX 307<br>MWANZA           | 30                  |  |

DATED this 07<sup>th</sup> day of August 2025

Witness to the above signatures:

Name: PETER MZUMA NDEGE

Signature: 

Qualification: ADVOCATE



THE COMPANIES ACT NO. 12 OF 2002

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association  
Of  
ELIBA PHARMACY LIMITED

1. The regulations in Part II Table "A" in the First Schedule to the Companies Act, No. 12 of 2002 shall not apply to the Company.

2. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

| WORDS      | MEANINGS                                                                                                                                                                                                                   |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Act"      | The Companies Act, No. 12 of 2002;                                                                                                                                                                                         |
| "Dividend" | means moneys paid to a shareholder from profits declared as such and paid relative to the number of shares a shareholder holds in the company;                                                                             |
| "Month"    | Calendar month;                                                                                                                                                                                                            |
| "Office"   | The Registered Office of the Company.                                                                                                                                                                                      |
| "Presents" | These Articles of Association, as now framed, or as from time to time altered by Special Resolution;                                                                                                                       |
| "Seal"     | The Common Seal of the Company;                                                                                                                                                                                            |
| "Writing"  | Unless the contrary intention appears, " <b>writing</b> " shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form;<br>and |
| "Year"     | Calendar year.                                                                                                                                                                                                             |

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the

division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

#### **INDEMNITY**

126. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
127. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.



| Names, Addresses and Description of subscribers        | No. of Shares Taken | Signature                                                                           |
|--------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------|
| 1. EVODIUS REVELIAN BACHUBIRA<br>P.O.BOX 307<br>MWANZA | 70                  |  |
| 2. JESCA LIMBE DAUD<br>P.O.BOX 307<br>MWANZA           | 30                  |  |

DATED this 07<sup>th</sup> day of August 2025

Witness to the above signatures:

Name: PETER MZUMA NDEGE

Signature: 

Qualification: ADVOCATE

