

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 923333217495073

Received from : RAHA CARE PHARMACY

Amount : 200,000.00

Amount in Words : Two Hundred Thousand TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of	Item Description(s)	Item Amount
: 142202540104 - Application for change of name/ ownership - 0	200,000.00	
Total Billed Amount :		200,000.00 (TZS)

Bill Reference : 16212333232400670085

Payment Control Number : 991620225126

Payment Date : 2023-11-29 13:03:17

Issued by : Zena Mango

Date Issued : 2023-11-29 13:20:30

Signature :

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL

991620225126

PCF.14

PHARMACY COUNCIL

Alipre 200,000/=

Business name & ownership
Alipre

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: RANA CARE PHARMACY FIN.TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☒ Warehouse ☐**PHYSICAL ADDRESS:**Plot No. Street: MASHINE YA MATI Ward: GONGO LA MBOTODistrict/Municipal: ILALA Region: DAR ESSALAMPOSTAL ADDRESS: 40591 Contact No. 0713328747

E-mail:

OWNERSHIP:Directors (Names): 1. MARY C. KAIWAZA Qualification:

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:Full Name: MPENDA HAMU PIN: 0101811Residential Address: TANDICA DSM Tel: 0766631631 Email: hmpenda22@gmail.comContract commencement date: 01/08/2023 Cessation date: 01/08/2024**SECTION B: PROPOSED CHANGES:**NAME OF THE NEW PREMISES: CARE AID PHARMACYTYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☒ Warehouse ☐**PHYSICAL ADDRESS:**Plot No. Street: MASHINE YA MATI Ward: GONGO LA MBOTODistrict/Municipal: ILALA Region: DAR ESSALAMPOSTAL ADDRESS: CONTACT No. 0757798094

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. SIWATHI AHLY MANIWA Qualification:
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: PIN:
 Residential Address: Tel: Email:
 Contract commencement date: Cessation date:

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. DUE TO CHALLENGE OF MANAGEMENT ON MY SIDE
I DECIDED TO SELL RAHA CARE PHARMACY TO
SIWATHI MANIWA (CARE AID PHARMACY)
2. IN OUR AGREEMENT ALL EMPLOYEE WILL
CONTINUE WITH NEW OWNER.

SECTION D: APPLICANT INFORMATIONName of Applicant: MARY CHURCHIL - KATWAZA

(Contact/email if different from the above)

Address: 40591 Tel: E-mail:Signature of Applicant: M.C. Katwaza Date: 28/11/2023**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: M.C. Katwaza Date: 28/11/2023**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)



ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licensing Authority; TIN : 101-372-650

ILALA MUNICIPAL COUNCIL

MISSION STREET

20950

DAR ES SALAAM

Tax Certificate Number:

121-0186-2931

Issuing Office: Ilala

Telephone: 022-2863190

Date of issue: 28 November 2023

Expiry Date: 31 December 2023

Taxpayer Name	SIWATU ALLY M. NJAWA		
Trading Name	CARE AID PHARMACY		
Taxpayer Identification Number	111-122-776	Vat Registration Number	40-017069-X
Company Registration Number			

Business Premises located at :
REGION : DAR ES SALAAM,
DISTRICT : ILALA,
STREET : Gongo la Mboto

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	Other retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
2	Activity for Non Business Purposes

Alfred M. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
28 November 2023



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.

CTIN:

1367358



TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT

SIWATU ALLY MANJAWA

**HAS BEEN REGISTERED AS ~~T/A CARE AID PHARMACY~~ WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER**

111-122-776

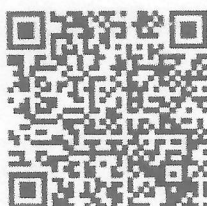
WITH EFFECT FROM: 03 NOVEMBER 2010


TRA LOCATION: ILALA

TAX OFFICE: BUGURUNI

PHYSICAL LOCATION: PLOT No. 0 BLOCK No. 0

STREET / AREA: GONGO LA MBOTO




**ALFRED T. MREGI
COMMISSIONER FOR DOMESTIC REVENUE**

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

SIGNATURE PAGE TO PHARMACY SALE AGREEMENT

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective the date first above written.

The Seller:

RAHA CARE PHARMACY,
(Mary Churchill Katazwa)

M.C. Katurwa

Owner

The Buyer

Care Aid Pharmacy
(Siwatu Ally Manjawa)

Siwatu Ally Manjawa

(the "Buyer")

IN WITNESS whereof the parties herein have herto signed this Agreement on the day, month and year in the manner as herein after appearing

Signature: [Signature]
Name: Jacob MUSA
Address: 162 DCM
Qualification: Advocate



MKATABA WA FREM YA BIASHARA

Mimi SAIDA HUSEIN (mwenye kumiliki fremu ya Bishara)

Nimempangisha ndugu SIWAHA A. MANTAWA fremu analipa kwa mwezi shilingi 150,000/= na amelipa kwa miezi 12 sawa na shilingi 3,180,000/= mkataba wake utaanza leo tarehe 01/12/2023 hadi tarehe 31/11/2024 duka lipo Gongo la mboto mtaa wa Mashine ya maji Dar es Salaam.

MASHARTI YA MKATABA HUU

1. Mpangaji atatakiwa kuthibitisha kama ataendelea na mkataba mwezi mmoja kabla ya muda wake kumalizika. Na pindi mmiliki akiitaji frem mpangaji atapewa muda wa mwezi au chini ya hapo.
2. Bill ya umeme ya kila mwezi atalipa mpangaji mwenyewe.
3. Usafi wa mazingira ni jukumu la kila siku la mpangaji.
4. Endapo mpangaji hatatimiza masharti ya mkataba huu mwenye nyumba anahaki ya kusitisha mkataba.
5. Iwapo mpangaji atavunja mkataba huu kwa kuamua mwenyewe kabla ya kumalizika muda aliyolipia basi fedha yake haitorudishwa.
6. Huruhusiwi mpangaji aliye katika mkataba kubadilisha frem hiyo na mtu mwingine bila ya idhini ya mwenye frem.
7. Uharibifu utaofanyika ndani ya jengo mpangaji atabidi atengeneze.

JINA LA MWENYE FREM SAIDA OMARY HUSEIN


SAHIHI Husein

JINA LA MPANGAJI SIWAHA A. MANTAWA

SAHIHI Siwaha



W. J. Langford



KANDIDAT: A. M. H. ya Jordan ya
 KANDIDAT: A. M. H. ya Jordan ya
 KANDIDAT: A. M. H. ya Jordan ya

The Liberty Committee, in the event of the Republic not being able to deliver the goods, if lost or destroyed, the loss and expenses of the Republic shall be borne by the Republic and the Republic shall be liable for the payment of The United States and the goods shall pass into the possession of the United States. The goods shall immediately be returned to the United States of The United States of America.

H. K. Houle

THE NATIONAL ARCHIVES

PHARMACY SALE AGREEMENT

BETWEEN

C

**RAHA CARE PHARMACY
(SELLER)**

&

**CARE AID PHARMACY
(PURCHASER)**

PHARMACY SALE AGREEMENT

THIS AGREEMENT is made effective the 8 day of October, 2023, among Care Aid Pharmacy, an a Sole Proprietor (the "Buyer"), and Raha Care Pharmacy, (the "Seller")

BACKGROUND :

- A. The Seller own and operate the pharmacy businesses located in Dar Es Salaam, Ilala, Gongo La Mboto, Postal code 12110, Street Gongo la Mboto, Road Pugu Rd.
- B. The Seller is an Individual
- C. The Buyer desires to acquire and the Seller desire to sell the Business by the Buyer acquiring all assets, rights and properties owned by the Seller which are used in or related to the ownership, operation or maintenance of the Business, other than the Excluded Assets (as hereinafter defined).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sale Agreement. Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase and the Seller agree to sell all assets, rights and property used in or related to the ownership, operation or maintenance of the Business as of the date of this Agreement and the Closing Date (as hereafter defined) or as otherwise provided herein, except for the Excluded Assets (collectively, the "Assets"). The Assets will be transferred by the Seller to the Buyer on the Closing Date free and clear of all liens, claims and encumbrances other than the Permitted Liens (as hereinafter defined). The Assets include, without limitation:

1.1. Fixtures and Equipment. All tangible personal property other than inventory, used in or related to the ownership, operation or maintenance of the Business, including, without limitation, all equipment, furniture, trade fixtures and the items listed at Schedule "1.1" attached as a part hereof.

1.2. Merchandise Inventory. All of the following inventory and supplies located on the premises of the Business at the Time of Transfer (the "Merchandise Inventory"):
(a) all saleable prescription pharmaceutical inventory except: (i) inventory that is damaged, has expired or will expire within ninety (90) days following the Time of Transfer (as hereinafter defined); (ii) non-wholesaler re-packed or misbranded pharmaceutical merchandise; (iii) for each Business location, any prescription drug that has had no sales in the year prior to the Time of Transfer that is not accepted by the Buyer in the Buyer's reasonable discretion; (iv) any other inventory not transferable due to any applicable local, state or federal law (the items in parts (i) through (iv) above are hereinafter referred to as the "Excluded Rx Inventory"); and (v) inventory set aside for Will Call Prescriptions (as hereinafter defined in paragraph 1.4); and (b) all other saleable merchandise.

1.3. Contracts and Leases. All of the Seller' interest in the contracts, leases and agreements listed at Schedule "1.3" (the "Assigned Contracts") and all other

Contracts (as hereinafter defined in paragraph 6.1.4) that are acceptable to the Buyer.

- 1.4. Will Call Receivables. The Will Call Receivables (as hereinafter defined in paragraph 5.2).
 - 1.5. Intangible Property. Except for items in subparagraphs (b) or (e) in this paragraph that are not assignable, all intangible personal property used in or related to the ownership, operation, or maintenance of the Business, including, without limitation: (a) the exclusive right to all names (including the names "Raha Care Pharmacy") telephone numbers, pager numbers, cellular and digital phone numbers, internet web sites and electronic mail addresses, if any (the Seller represent that the Seller own one website that is incomplete and not functioning); (b) all permits, licenses, certificates and operating authorities necessary to operate the Business, to the extent assignable; (c) all customer and prospective customer lists including the exclusive use of such lists; (d) all books, records and files, whether physical or electronic (other than business records and minute books not used in the Business; and (e) all computer software, to the extent assignable.
 - 1.6. Going Concern Assets. The covenant not to compete and other going concern assets as set forth in the Goodwill Protection Agreement in substantially the form attached at Schedule "1.6" as a part hereof (the "Goodwill Protection Agreement").
4. Purchase Price. Subject to the adjustments and prorations hereafter described, the total purchase price to be paid by the Buyer to the Seller for the purchase of the Business is the amount equal to the sum of (the "Purchase Price"): (a) Tanzanian Shillings Eight Million Onlt (TSH 8,000,000.00) (the "Base Price"); plus (b) the Merchandise Inventory Price (as hereafter defined) calculated in accordance with paragraph 5 of this Agreement; plus (c) the total amount of the Will Call Receivables.
5. Inventory. The Merchandise Inventory and the Will Call Receivables will be accounted for as follows:
- 5.1. Physical Inventory. At times agreeable to the parties prior to the Closing Date, a physical inventory (the "Physical Inventory") will be taken of all Merchandise Inventory and supplies located at the Business. A separate Physical Inventory will be conducted at each of the four business locations over four consecutive days with no more than one location inventoried per day. The Physical Inventory will be certified and taken by Progressive Inventory Service ("Progressive"), provided that if Progressive cannot or will not agree in writing within three (3) business days prior to the date the Physical Inventory is scheduled that Progressive will furnish in writing values for the Merchandise Inventory broken down by section and by shelf immediately following completion of the Physical Inventory, then the Physical Inventory will be conducted by another national inventory service selected mutually by the Buyer and the Seller. The Buyer will pay one-half of the cost of the Physical Inventory and the Seller will pay one-half of the cost of the Physical Inventory. The

Physical Inventory will be recorded on duplicate inventory sheets in the presence of the Seller and the Buyer or their representatives, and a copy of such inventory sheets will be furnished to the Seller and the Buyer upon completion of the Physical Inventory.

6. Representations and Warranties. The parties represent and warrant to each other as follows:

6.1. Seller' and Shareholders Representations and Warranties. As an inducement to the Buyer to enter into this Agreement, the Seller and the Shareholders represent and warrant to the Buyer that as of the date of this Agreement and the Closing Date:

6.1.1. Financial Statements. The Seller have delivered to the Buyer the unaudited financial statements for the Business for the periods ending December 31, 2022, December 31, 2021 and December 31, 2020. To the knowledge of the Seller, there has not been a material change (nor an event which would result in any material change) in the Business, or in the results of operation or financial condition of all of the Seller taken as a whole since January, 2020. The financial statements, copies of which are attached at Schedule "6.1.1" as a part hereof, consist of a balance sheet and an income statement without notes and other disclosures. The financial statements and income statements are true and correct in all material respects and consistently present fairly the financial condition and results of operations of the Business at the dates thereof and for the respective periods then ended.

6.1.2. Absence of Liabilities. Except for the obligations creating Permitted Liens, obligations under contracts, whether or not assignable, and liabilities, obligations and commitments that are not material and do not create a lien on any of the Assets, the Seller currently have no debt, liability, obligation or commitment, absolute or contingent, known or unknown, relating to or connected with the Business or the Assets other than: (a) those set forth (and not exceeding the amounts so set forth) in the most recent financial statements attached at Schedule "6.1.1" (the "Current Financial Statements") and not otherwise paid or discharged after the date thereof; (b) and those incurred in the ordinary course of business from the effective date of the Current Financial Statements, through the date of this Agreement or the Closing Date, as the case may be, consistent with past practices. On the Closing Date, the Business will have no claims, debts, liabilities, obligations, guaranties or commitments that will or could create a lien or claim against any of the Assets or the Buyer, except for obligations creating the Permitted Liens. The Assets will not be subject to or liable for any claim, debt, liability, obligation, guaranty or commitment immediately after the Closing Date, other than Permitted Liens and those created by the Buyer. Any such claim, debt, liability, obligation, guaranty or commitment upon the Assets existing on the Closing Date will be the sole responsibility of the Seller, and the Seller and the Shareholders hereby agree to indemnify and hold harmless the Buyer from the amount of any such

claim, debt, liability, obligation, guaranty or commitment affecting the Assets existing as of the Closing Date. Further, the Seller will discharge all obligations under the Contracts required by the terms of such Contracts to be discharged prior to the Time of Transfer.

- 6.1.3. Title to Assets. The Seller own, possess and have good and marketable title to the Assets free and clear of all mortgages, liens, leases, pledges, charges, encumbrances, equities, easements, rights of way, covenants, conditions, restrictions or claims of every nature and kind whatsoever, other than the Permitted Liens and those described at Schedule "6.1.3." The Assets constitute all the assets used in the Business or necessary for the operation of the Business as currently operated. To the knowledge of the Seller, the Merchandise Inventory is in good saleable condition. All of the Assets that are tangible personal property are, to the knowledge of the Seller, in good operating condition and repair, and in sound structural condition, reasonable wear and tear excepted.
- 6.1.4. Contracts. Schedule "6.1.4" is a true, correct and complete list (or description, in the case of oral agreements) of all of the contracts, leases and agreements used in or affecting the Business (the "Contracts"). Except as expressly disclosed to the Buyer in Schedule "6.1.4": (a) to the knowledge of the Seller, the Contracts are in full force and effect; (b) the Seller are in full compliance with all of the Seller' obligations and are not in default under the Contracts; (c) to the knowledge of the Seller, the
- 6.1.9. Consents and Approvals. Except as set forth at Schedule "6.1.9" attached as a part hereof, the execution, delivery, performance and consummation of this Agreement does not and will not: (a) violate, conflict with or constitute a default or an event that, with notice or lapse of time or both, would be a default, breach or violation under any term or provision of any instrument, agreement, contract, commitment, license, promissory note, conditional sales contract, indenture, mortgage, deed of trust, lease or other agreement, instrument or arrangement to which any of the Seller is a party or by which any Seller, the Business or the Assets are bound; (b) violate, conflict or constitute a breach of any statute, regulation or judicial or administrative order, award, judgment or decree to which any Seller is a party or to which any Seller, the Assets or the Business are bound or subject; or (c) result in the creation or imposition of any adverse claim or interest, or any lien, encumbrance, charge, equity or restriction of any nature whatever, upon or affecting any Seller, the Business or the Assets.
- 6.1.10. Litigation. Except as set forth at Schedule "6.1.10," there is no: (a) action, suit or proceeding pending, or to the knowledge of the Seller threatened, against any of the Seller, the Assets or the Business; or (b) proceeding, investigation, charges, audit or inquiry pending, or to the knowledge of the Seller threatened, before or by any federal, state, municipal or other

governmental court, department, commission, board, bureau, agency or instrumentality which could reasonably be expected to result in an adverse effect on any of the Seller, the Business or the Assets.

- 6.1.11. Certain Employee Plans. Except as set forth at Schedule "6.1.11," the Seller:
- (a) have no "employee benefit plans," as defined in the Employee Retirement Security Act of 1974, as amended, including by way of example and not limitation, 401(k), Xxxxx, SEP and health insurance plans; and
 - (b) are not a party to any multi-employer plan. Other than at-will employment agreements, there are no oral or written employment or compensation agreements with any officers, directors, employees, retired employees or former employees of any Seller.
- 6.1.12. Computer Systems. All computer software which is used in connection with the operation of the Business is either proprietary or held pursuant to a valid, legal and binding license agreement which is in full force and effect, and to the knowledge of the Seller no event has occurred which would constitute an event of default under any applicable agreement or which, with the lapse of time, the giving of notice or both, would constitute an event of default under any applicable agreement. To the knowledge of the Seller, other than written industry standard license agreements, each such program or system is complete and is not subject to any lien, claim, encumbrance, security interest, right, restriction, option or purchase obligation held by any person.
- 6.1.13. Taxes. All tax returns and reports of each of the Seller required by law to be filed have been filed or valid extensions have been obtained. The returns which have been filed are, to the knowledge of the Seller, true and correct in all material respects and all taxes shown as due thereon have been paid. All taxes and other governmental charges which are due and payable have been paid and recorded in the appropriate accounting records. There is no pending, or to the knowledge of the Seller threatened, claim against any of the Seller for payment of additional taxes in excess of the amounts reflected on such party's books and financial statements. None of the Seller has executed any waiver of any statute of limitations against assessments of taxes.
- 6.1.14. Authority. The Seller have taken, or will take prior to or on the Closing Date, all necessary action to authorize the execution, delivery and performance of this Agreement and have adequate power, authority and legal right to enter into, execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. This Agreement is legal, valid and binding with respect to each Seller and Shareholder and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally and by general principles of equity. On execution, delivery and performance of this Agreement, including, without

limitation, the completion of closing and payment of the Purchase Price, in accordance with its terms, the Buyer will own the Assets free of all claims, liens, encumbrances and liabilities, except for Permitted Liens.

6.1.15. Labor Relations. The Seller and the Business have not and are not now a party to any collective bargaining or other labor contract. To the knowledge of the Seller, except as set forth at Schedule "6.1.15," there has not been, there is not presently or existing and there has not been any threat of: (a) any strike, slow down, picketing, work stoppage or employee grievance process; (b) any proceeding against or affecting any of the Business relating to the alleged violation of any federal, state, local, municipal, foreign, international, multinational or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty pertaining to labor relations or employment matters, including any charge or complaint filed by an employee or union with the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable governmental body, organizational activity, or other labor employment dispute against or affecting any of the Business, their premises or the Assets; or (c) any application for certification of a collective bargaining agent. To the knowledge of the Seller, no event has occurred or circumstances exist that could provide the basis for any work stoppage or other labor dispute. There is no lock out of any employees of any of the Seller, and no such action is contemplated by any of the Seller.

6.1.16. Full Disclosure. This Agreement, any schedule referenced in or attached to this Agreement, any document furnished to the Buyer under this Agreement or any certification furnished to the Buyer under this Agreement does not contain any untrue statement of a material fact and does not omit to state a material fact necessary to make such statement, in the circumstances under which it was made, not misleading. All of the representations, warranties and covenants in this Agreement: (a) are true and correct as of the date made; (b) will be true and correct (or will be supplemented in writing to make them true and correct) as of the Closing Date; and (c) will not be waived, discharged, released, modified, terminated or affected by any due diligence by the Buyer. For purposes of this Agreement, when a statement is qualified by the phrase "to the knowledge of the Seller," such phrase means: (y) the actual knowledge of any of the Seller or the Shareholders; and (z) the knowledge which any of the Seller or Shareholders, in the exercise of reasonable diligence, would obtain.

6.2. By Buyer. As an inducement to the Seller to enter into this Agreement, the Buyer hereby represents and warrants to the Seller and the Shareholders that as of the date of this Agreement and the Closing Date:

6.2.1. Organization. Buyer is a limited liability company, duly organized, validly existing and in good standing under the Laws of the United Republic of Tanzania.

6.2.2. Authorization. Buyer has requisite power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the other agreements and documents referenced herein and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the managers of Buyer, and no other proceeding on the part of Buyer is necessary to authorize the execution, delivery and performance of this Agreement or the other agreements and documents referenced herein or the consummation of the transactions contemplated hereby or thereby. This Agreement has been, and such other agreements and documents will be, duly executed and delivered by Buyer and, assuming the valid execution and delivery by all counterparties thereto, will constitute, a valid and binding agreement of Buyer enforceable against Buyer in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, moratorium, reorganization and other laws affecting the enforcement of creditors' rights generally and by general principals of equity.

6.2.3. Consents and Approvals; No Violations; Governmental Filings. Neither the execution, delivery or performance of this Agreement and the agreements and documents referenced herein nor the consummation by Buyer of the transactions contemplated hereby or thereby will (i) conflict with or result in any breach or violation of any provision of the charter, articles of organization, operating agreement or bylaws of Buyer, (ii) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or result in any termination, cancellation or acceleration, or give rise to any such right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other instrument or obligation to which Buyer is a party or by which Buyer or any of its assets is subject or by which any of them may be bound, (iii) violate any order, injunction, decree, statute, rule or regulation applicable to Buyer or (iv) result in the creation or imposition of any lien upon any properties, assets or business of Buyer other than liens in favor of the Buyer's lenders.

6.2.5. Full Disclosure. This Agreement, any schedule referenced in or attached to this Agreement, any document furnished to the Seller or the Shareholders under this Agreement or any certification furnished to the Seller and the Shareholders under this Agreement do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make such statement, in the circumstances under which it was made, not misleading. All of the representations, warranties and covenants of Buyer in this Agreement: (a) are true and correct as of the date made; (b) will be true and correct as of the Closing Date; and (c) will not be waived, discharged, released, modified, terminated or affected by any due diligence by the Seller or the Shareholders on the Buyer. For purposes of this Agreement, when a statement is qualified by the phrase "to the knowledge of the Buyer," such phrase means: (y) the actual knowledge of the officers of the Buyer; and (z) the knowledge which any of the officers of the Buyer, in the exercise of reasonable diligence, could obtain.

7. Covenants. The parties agree to perform the following prior to the Closing Date, unless time for performance is clearly indicated to be after the Closing Date:

- 7.1. Access to Information. During the period commencing on the date of this Agreement and ending on the Closing Date, the Seller and the Shareholders will cause the officers, accountants and lawyers of the Business, to afford the Buyer and the persons expected to enter into financing agreements with respect to the Buyer's acquisition and the authorized representatives of the foregoing, full access during normal business hours to the books, records, accountants and lawyers of the Business and the Seller to make such investigation as the Buyer desires regarding the Business, the Assets and the Seller. The Seller will furnish such financial, operating data, information and responses as the Buyer might reasonably request. The Seller will furnish financial statements for the Business for the month of March, 2008, as soon as such statements are prepared, but in no event later than three (3) business days prior to the Closing Date, and for the time period from April 1, 2008, through the Time of Transfer as soon as such statements are prepared. The Buyer will not meet or engage in contact with the employees of the Seller (other than the Shareholders) until after the Buyer's financing arrangements are complete and then such meeting will occur three (3) business days prior to the Closing Date at the Business at the reasonable times designated by the Seller. Notwithstanding the foregoing, the Buyer shall inspect such books, records and Assets in a confidential manner at time and locations approved by Seller, which may be outside of business hours of the Seller.
- 7.2. Conduct of Business. Prior to the Closing Date or the termination of this Agreement, each Seller will operate such Seller's Business in a businesslike manner in accordance with such Seller's prior practices and will use such Seller's commercially reasonable efforts to maintain and preserve such Seller's Business, the goodwill of all customers and good relations with its employees. In addition, unless the Buyer otherwise consents in writing (which consent will not be unreasonably withheld):
- 7.2.1. The Seller will not: (a) transfer, sell, mortgage, pledge, encumber or dispose of any of the Assets (other than the Merchandise Inventory) except to unaffiliated third parties in the ordinary course of business for fair consideration in an amount not less than the book value of such asset as reflected in the Current Financial Statements; (b) transfer, sell, mortgage, pledge, encumber or dispose of the Merchandise Inventory except at retail in the ordinary course of business; (c) make or permit any amendment or termination of any material contract, agreement, lease or commitment to which any of the Seller may be bound; (d) make any capital expenditures or commit to make any capital expenditure or perform unfulfilled commitments to make capital expenditures, whenever made or entered into, if such capital expenditures are in excess of \$5,000.00; or (e) incur any material amount of new indebtedness for borrowed money or other obligations.
- 7.2.2. Except in the ordinary course of business, none of the Seller will enter into any new employment agreement, amend or extend any existing employment agreement, grant any severance pay, termination pay or

increases in compensation, take any action to vest any overfunded benefits in any benefit plan or adopt or amend any bonus, profit sharing, pension, stock option or similar plan, trust or other arrangement.

7.2.3. The Seller will not enter into any new labor or collective bargaining agreement or amend or extend any existing labor or collective bargaining agreement.

7.2.4. The Seller will not enter into any new supply agreement with any supplier of any of the Merchandise Inventory or amend or extend any existing supply agreement.

7.2.5. The Seller will not enter into any agreement, arrangement or understanding involving the sale, transfer, assignment or other disposition of, or grant a security interest in or optional rights to purchase or otherwise acquire the Assets or the Business.

7.2.6. The Seller will not, and will cause each of the Seller' representatives and affiliates not to, directly or indirectly, solicit, initiate or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from any person other than the Buyer relating to any transaction involving the sale of the Business or the Assets, or any merger, consolidation, business combination or similar transaction involving the Business.

7.2.7. The Seller will not increase regular (non "sale") prices of any of the merchandise offered for sale at the Business except as a direct result of an increase in the Seller' cost of such merchandise and in the ordinary course of business.

7.3. Consents. The Seller will reasonably cooperate with the Buyer to obtain, all licenses, permits, consents, approvals, authorizations, qualifications and orders of governmental authorities and parties to contracts with the Seller as are necessary for the consummation of the transactions contemplated by this Agreement. However, no contract will be amended to increase the amount payable thereunder and no burden to the Buyer or the Seller (without the Seller' consent) will be increased to obtain any consent, approval or authorization.

7.4. Employment. On the Closing Date, Fox, Gold, Xxxxxxx and Xxxxxxxx will enter into employment agreements with the Buyer or its affiliates (the "Employment Agreements") in substantially the forms attached at Schedule "7.4." The Seller will terminate all employees of the Business effective as of the Time of Transfer and be responsible for all claims by employees arising prior to the Time of Transfer, including, without limitation, compensation, accrued vacation, earned holiday pay, paid time off, severance pay, termination pay, worker's compensation, wrongful termination, discrimination or harassment. On the

Closing Date, the Buyer will have the right, but not the obligation, to offer to employ those employees of the Business determined by the Buyer in the Buyer's sole discretion (other than the employees entering into the Employment Agreements). The terms of employment for each such retained employee will be determined by the Buyer. Following the Closing Date, the performance of each employee who continues employment with the Buyer will be evaluated periodically by the Buyer using such criteria as may be established from time to time by the Buyer. Each Seller agrees to encourage the employees of such Seller selected by the Buyer to continue their association with the Business, without additional expense to the Seller.

- 7.5. Leases. The Seller will use commercially reasonable efforts to cause the landlord under each of the leases where the Business is located (together whether one or more, the "Lease") to assign each Lease to the Buyer.
- 7.6. Seller' Insurance. Each Seller will maintain such Seller's current insurance coverages on the Business through the Closing Date.
- 7.7. Conditions. The Seller and the Shareholders will use commercially reasonable efforts to cause the conditions in paragraph 8 to be satisfied. The Buyer will use commercially reasonable efforts to cause the conditions in paragraph 9 to be satisfied.
- 7.8. Sales Tax Report. The Seller will timely file any sales tax report required to be filed with Illinois tax authorities in connection with the consummation of this transaction.
- 7.9. Business Transition. As soon as practicable after the Closing Date, the Buyer will apply for applicable state pharmacy and DEA licenses along with any other permits or licenses required by state or local regulations, and obtain agreements with third party payers necessary to collect reimbursement for prescriptions dispensed and associated fees. On the Closing Date, the Seller, the Shareholders and the Buyer will enter into a Transition Agreement in the form attached at Schedule "7.9" (the "Transition Agreement"), regarding the Seller' management of the Business under the Seller' permits and licenses after the Time of Transfer until the Buyer obtains all necessary permits and licenses as therein provided.
- 7.10. Collection of Accounts Receivable. All notes and accounts receivable generated by the Business prior to the Time of Transfer (including trade accounts receivable arising out of, and all monies due in respect to, merchandise inventory or services sold by the Seller prior to the Time of Transfer or accounts receivable of the Seller from their suppliers) shall remain the property of the Seller and are not purchased and sold hereunder (such notes and accounts receivable of the Seller being hereinafter referred to as "Seller Receivables"). All notes and accounts receivable generated by the Business after the Time of Transfer (the "Buyer Receivables") will be the property of the Buyer. The Buyer

Closing Date, the Buyer will have the right, but not the obligation, to offer to employ those employees of the Business determined by the Buyer in the Buyer's sole discretion (other than the employees entering into the Employment Agreements). The terms of employment for each such retained employee will be determined by the Buyer. Following the Closing Date, the performance of each employee who continues employment with the Buyer will be evaluated periodically by the Buyer using such criteria as may be established from time to time by the Buyer. Each Seller agrees to encourage the employees of such Seller selected by the Buyer to continue their association with the Business, without additional expense to the Seller.

- 7.5. Leases. The Seller will use commercially reasonable efforts to cause the landlord under each of the leases where the Business is located (together whether one or more, the "Lease") to assign each Lease to the Buyer.
- 7.6. Seller' Insurance. Each Seller will maintain such Seller's current insurance coverages on the Business through the Closing Date.
- 7.7. Conditions. The Seller and the Shareholders will use commercially reasonable efforts to cause the conditions in paragraph 8 to be satisfied. The Buyer will use commercially reasonable efforts to cause the conditions in paragraph 9 to be satisfied.
- 7.8. Sales Tax Report. The Seller will timely file any sales tax report required to be filed with Illinois tax authorities in connection with the consummation of this transaction.
- 7.9. Business Transition. As soon as practicable after the Closing Date, the Buyer will apply for applicable state pharmacy and DEA licenses along with any other permits or licenses required by state or local regulations, and obtain agreements with third party payers necessary to collect reimbursement for prescriptions dispensed and associated fees. On the Closing Date, the Seller, the Shareholders and the Buyer will enter into a Transition Agreement in the form attached at Schedule "7.9" (the "Transition Agreement"), regarding the Seller' management of the Business under the Seller' permits and licenses after the Time of Transfer until the Buyer obtains all necessary permits and licenses as therein provided.
- 7.10. Collection of Accounts Receivable. All notes and accounts receivable generated by the Business prior to the Time of Transfer (including trade accounts receivable arising out of, and all monies due in respect to, merchandise inventory or services sold by the Seller prior to the Time of Transfer or accounts receivable of the Seller from their suppliers) shall remain the property of the Seller and are not purchased and sold hereunder (such notes and accounts receivable of the Seller being hereinafter referred to as "Seller Receivables"). All notes and accounts receivable generated by the Business after the Time of Transfer (the "Buyer Receivables") will be the property of the Buyer. The Buyer

Receivables and the Seller Receivables will hereinafter be collectively referred to as the Receivables." For the first 45 days after the Closing Date, the Seller will collect all Receivables that are third party insurance payments and for the first 60 days after the Closing Date, the Seller will collect all Receivables paid by individuals for house accounts. After such time periods, the Buyer will collect the Receivables. The party collecting the Receivables (the "Collector") will handle the Receivables as follows:

- "
- 7.10.1. In order to facilitate the collection and disbursement of Receivables, an aged list of the Seller Receivables will be provided to the Buyer on the Closing Date.
- 7.10.2. Amounts received by the Collector in payment of Receivables will be paid by the Collector as follows:
- (a) Payments received for a designated Receivable will applied to such Receivable. Amounts received by the Collector from a customer or supplier, who has not paid a Seller Receivable and who owes an amount under a Buyer Receivable, which amount is an open account or is not designated as being in payment of a particular invoice, will be applied first to the payment of Seller Receivables that are aged less than sixty (60) days, then to the payment of Buyer Receivables, then to the payment of Seller Receivables aged more than sixty (60) days.
 - (b) Amounts received by the Collector in payment of Receivables shall be deposited by the Collector in its bank account. The Collector will keep open records reviewable by all other parties at anytime of the receipt and disbursement of Receivables. On each and every Tuesday subsequent to the Closing Date, the Collector will remit to the appropriate party at the addresses set forth herein or such other address designated in writing, payment in an amount equal to the amounts deposited during the previous week which were in payment of Receivables applicable to such party and which were deposited in the Collector's bank account during the week ended the preceding Friday. The Collector agrees to deposit items received for Receivables as soon as reasonably possible. If any check received by the Collector in payment of a Receivable is not honored by the bank on which it was drawn, the Collector will notify the appropriate party and provide relevant bank documentation.
- 7.10.3. The Collector will deliver to the other parties, by the tenth (10th) day of each calendar month after the Closing Date in which the Collector receives payment of Receivables, a list of the amounts received by the Collector in payment of Receivables during the month preceding the month in which such list is delivered.
- 7.10.4. The Seller may take such steps, as the Seller, in their reasonable discretion, deem advisable to collect the Seller Receivables, including, but not limited to, telephone calls, statements of overdue amounts and the institution of legal action against any customer or supplier which has not paid a Seller

Receivable when due. Notwithstanding the foregoing, the Seller agree to give the Buyer written notice three (3) business days prior to filing a lawsuit against any customer of the Business, provided that such delay will not cause harm to the Seller. If delay will harm the Seller, the Seller may proceed against a customer without delay, but will thereafter give prompt notice of such action to the Buyer.

- 7.10.5. Until the Seller Receivables have been paid in full, the Buyer will provide one representative of the Seller access, during business hours, to the books of the Buyer pertaining to the collection of Seller Receivables.
 - 7.10.6. No charge will be made or be due by either the Buyer or Seller for services rendered under this Section 7.10.
 - 7.10.7. The Buyer will inform the appropriate Seller on a monthly basis in the event that any Will Call Prescription is cancelled or refused by any client or customer, and the Buyer will then pay to such Seller the value of such pharmaceutical inventory retained by the Buyer, net of the value of the Will Call Receivable previously paid by the Buyer to the Seller for such Will Call Prescription.
 - 7.10.8. If any party receives payment of a Receivable that belongs to another party, the receiving party will promptly remit payment of the Receivable to the appropriate Collector.
8. Confidentiality. The agreements and covenants set forth in the Confidentiality Agreement attached hereto as Schedule "15.16" shall remain in force to and until the occurrence of the closing, except to the extent there is a conflict with this Agreement in which case this Agreement will control and amend the Confidentiality Agreement. All reference in the Confidentiality Agreement to "you," "your" or the "undersigned" are deemed to refer to the Buyer, and to the "Company" are deemed to refer to the Seller. All information disclosed to the Buyer under this Agreement relating to the Business, the Seller or the Shareholders is deemed to be "Information" under the Confidentiality Agreement unless one of the exceptions in paragraph 1 of the Confidentiality Agreement applies.

[Signature Pages Follow]

PHARMACY COUNCIL



PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. 00012-2023

This Permit is hereby granted to M/S Raha Care Pharmacy of P.O.Box 40591, Dar es Salaam to operate a Retail and Wholesale Business at the premises situated/lying between Gongolamboto, Ilala Municipality/District in Dar es Salaam Region with Facility Identification Number (FIN) 0300012 under a superintendent Pharmacist Mpenda Hamis with Personal Identification Number (PIN) 0101811

Issued in: July 2012

Expires on: 30 June 2024

13-07-2023

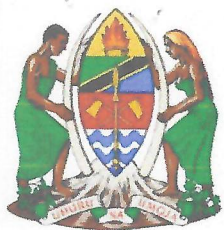
DATE:

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





TANZANIA

No. 557893

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **CARE AID PHARMACY** this 8th day of **NOVEMBER** year **2023** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **557893** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 8th day of **NOVEMBER** **TWO THOUSAND AND TWENTY THREE**.



Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.



TANZANIA



Extract date and time: 08/11/2023 14:29:37

Registration date and time: 08/11/2023 14:29:34

The Business Names (Registration) Act (Cap 213)

Extract from Register

1. Name of Business: CARE AID PHARMACY
2. Registration number: 557893
3. Principale Place of Business: Region Dar Es Salaam, District Ilala, Ward Gongo La Mboto, Postal code 12110, Street Gongo la Mboto, Road Pugu Rd, Plot number NIL, Block number NIL, House number NIL
4. Contacts: Email galliess@yahoo.com, Phone 255713328747, P.O.Box 40591
5. Business activity: 8690 - Other human health activities, Main activity
6. Propriator/Partners: SIWATU ALLY MANJAWA
7. Authorized to Operate Bank Account etc: SIWATU ALLY MANJAWA

*Deputy Registrar Business Names*

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.

Rahacare pharmacy,
P.O.BOX 40591,
Dar es salaam.

16/11/2023

Registrar,
Pharmacy Council
P.O.Box
Dar es salaam.
Dear Sir/Madam,

RE: CHANGE OF NAME AND OWNERSHIP FROM RAHA CARE PHARMACY TO CARE AID PHARMACY

The heading above is concerned.

We would like to inform you of name change from Rahacare pharmacy to Care Aid Pharmacy. The name has been registered to Brela.

Moreover, the ownership of Rahacare pharmacy will also change from Mary Churchill Katwaza Ltd to Siwatu Ally Manjawa.

Kindly consider the changes we are making and give us appropriate support to accomplish this.

NB: All the employee will be move to with new owner Siwatu Manjawa under Care Aid Pharmacy.no need of changing any employee contract.

We are looking forward to your support.

Best regards,



Mary Churchill Katwaza

Rahacare Pharmacy .

Mobile: +255 784 564 338

Dar es salaam.