

FRIER LEVITT
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May 1, 2025

Via ECF

Honorable Ramon E. Reyes, Jr.
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Gilead Sciences, Inc., et al. v. City Plus Care Pharmacy Inc. d/b/a Heal the World Pharmacy, et al., Case No. 25-cv-1469 (Reyes, J.) (Levy, M.J.)

Dear Judge Reyes:

This firm represents Defendants Nabila Chaudhary, Qaiser Chaudhary, and Hamza Chaudhary (collectively, “Individual Defendants”) in the above-referenced matter.¹ The Individual Defendants submit this letter regarding the outstanding Emergency Motion filed on April 17, 2025 which sought to (1) lift, vacate, or otherwise modify the Temporary Restraints entered by the Court in its March 17, 2025 order, (2) to lift, vacate, or otherwise modify the Asset Freeze Order (Dkt. No. 18) entered against the Individual Defendants and the Pharmacy, (3) Plaintiffs’ Order to Show Cause filed on April 7, 2025, and (4) Plaintiffs’ request to modify the asset freeze (Dkt. No. 51).

As the Court is aware, Frier Levitt was recently retained as counsel for the Individual Defendants and have not had the time or ability to perform a full due diligence investigation of the alleged facts in this matter. However, based on the review of the records provided by the Individual Defendants to date, some witness interviews, and the information collected through search engine queries, it appears that the Individual Defendants transferred their ownership interest in the Pharmacy in 2022.

Specifically, the Individual Defendants state as follows:

- On or around January 23, 2019, Heal the World Pharmacy Inc. sold the pharmacy through an Asset Sale Agreement to City Plus Care Pharmacy, Inc. (the “Pharmacy”). See Declaration of Nabila Chaudhary at Exh. A. The Bill of Sale for

¹ Frier Levitt LLC does not represent City Plus Care Pharmacy Inc. d/b/a/ Heal the World Pharmacy (the “Pharmacy”). Upon information and belief, Trenk Isabel Siddiqi & Shahdanian P.C. represents the Pharmacy.

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the Pharmacy was executed by Nabila Chaudhary as the President of Pharmacy on March 11, 2019. Id.

- On December 20, 2021, Nabila Chaudhary as President and sole shareholder of the Pharmacy, executed an Asset Purchase Agreement on behalf of the Pharmacy. See Declaration of Nabila Chaudhary at Exh. C. Further, on January 24, 2022, Nabila Chaudhary executed the bill of sale for the Pharmacy, selling all 200 shares to Shumaila Arslan. See id. at Exh. D. In exchange for the pharmacy, Nabila Chaudhary received and negotiated a \$100,000 check as an initial downpayment for the Pharmacy signed by Shumaila Arslan. See id. at Exh. F. The 200 shares comprised all shares for the Pharmacy, as collaborated by the Department of State Entity Information for the Pharmacy. See id. at Exh. E.
- The filed 2019, 2020, and 2021 K-1s for the Pharmacy additionally confirm that Nabila Chaudhary was the sole owner of the Pharmacy during the years of her ownership. See Declaration of Nabila Chaudhary at Exh. B. Qaiser Chaudhary never purchased or owned any shares associated with the Pharmacy. See Affidavit of Qaiser Chaudhary at ¶ 1; see also Declaration of Nabila Chaudhary at Ex. A, Ex. B, Ex. C, Ex. D.
- From 2019 to the sale of the Pharmacy in 2022, Qaiser Chaudhary only assisted his wife, Nabila Chaudhary, in her ownership of the Pharmacy but was never an owner. See Declaration of Qaiser Chaudhary at ¶ 3.²
- The current National Provider Identifier (“NPI”) for the Pharmacy lists Shumaila Arslan as the owner of the Pharmacy, consistent with the Asset Purchase Agreement dated December 20, 2021 and bill of sale dated January 24, 2022. See Declaration Nabila Chaudhary at Exh. G.
- Shumaila Arslan confirmed that she is the sole owner of the Pharmacy and has been the sole owner of the Pharmacy from January 22, 2022 until the present. See Declaration of Shumaila Arslan.
- Hamza Chaudhary never owned any interest in the Pharmacy and does not appear on any public filings. See Defendants’ Emergency Motion, Declaration of Hamza Chaudhary; see also Declaration of Hannah Lee (Dkt. No. 6) at ¶ 5. Hamza Chaudhary was not listed as an owner in the purchase documents for the Pharmacy, in the sale documents for the Pharmacy, or in the tax documents for the Pharmacy. See Declaration of Nabila Chaudhary at Ex. A, B, C, and D. Hamza Chaudhary was an employee of the Pharmacy during his mother’s

² Qaiser Chaudhary submits that his prior declaration submitted on April 17, 2025 is erroneous because he was never an owner of the Pharmacy and his wife was the owner of the Pharmacy from January 2019 to January 2022. See Declaration of Qaiser Chaudhary at ¶ 5.

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ownership and during the ownership of the Pharmacy by Shumaila Arslan. See Hamza Chaudhary Declaration, Dkt. No. 37, at pp. 19-21.

- Plaintiffs cite to an NPI lookup that was last updated on March 10, 2022 and a filing with the New York Department of State that occurred on April 2, 2019 in support of their allegation that Nabila and Qaiser Chaudhary are current owners of the Pharmacy. See Exhibit 1 to Decl. of Hannah Lee (Dkt. No. 6).

The Individual Defendants submit that, because they do not own the Pharmacy, they do not have the documents that Plaintiffs seek in their possession, custody, or control and thus cannot be held in contempt. See Declaration of Nabila Chaudhary at Ex. C, Ex. D, ¶ 7; see also Declaration of Qaiser Chaudhary at ¶ 7. Similarly, the Individual Defendants state that, because they do not own the Pharmacy and have not owned the Pharmacy since January 2022, their individual bank accounts should not be frozen.

* * *

Frier Levitt has not completed its investigation into the allegations, and reserve the right to amend or supplement this letter. In sum, if the Individual Defendants are not owners of the Pharmacy, then they cannot be held in contempt for failure to produce documents not within their possession, custody, or control and should not be subject to the Asset Freeze Order.

Respectfully submitted,

FRIER & LEVITT, LLC

/s/ Matthew J. Modafferi

Matthew J. Modafferi, Esq.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GILEAD SCIENCES, INC., <i>et. al.</i> ,	:	
	:	
Plaintiffs,	:	Case No. 25-cv-1469 (RER) (RML)
	:	
v.	:	
	:	
CITY CARE PLUS PHARMACY LLC D/B/A	:	
HEAL THE WORLD PHARMACY; NABILA	:	
CHAUDHARY; QAISER CHAUDHARY; and	:	
HAMZA CHAUDHARY	:	
	:	
Defendants.	:	

DECLARATION OF NABILA CHAUDHARY

Nabila Chaudhary, of full age, pursuant to 28 U.S.C. § 1746, hereby certifies and declares as follows:

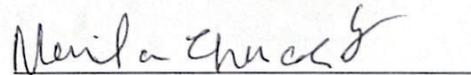
1. I signed an Asset Sale Agreement for the purchase of City Care Plus Pharmacy d/b/a Heal the World Pharmacy (the “Pharmacy”) on or around January 23, 2019. I also executed the bill of sale for the Pharmacy on March 11, 2019. Attached hereto as **Exhibit A** is a true and accurate copy of the Bill of Sale dated March 11, 2019 referencing the Asset Sale Agreement.
2. I was the sole owner of the Pharmacy from March 11, 2019 through January 21, 2022 as confirmed by the Pharmacy’s filed K-1s. Attached hereto as **Exhibit B** is a true and accurate copy of the Schedule K-1s for the Pharmacy for 2019, 2020, and 2021.
3. On December 20, 2021, I, as the President and sole shareholder of the Pharmacy executed an Asset Purchase Agreement on behalf of the Pharmacy. Attached hereto as **Exhibit C** is a true and accurate copy of the Asset Purchase Agreement dated December 20, 2021.
4. On January 24, 2022, I executed a bill of sale transferring ownership of 200 shares of the Pharmacy to Shumaila Arslan. Attached hereto as **Exhibit D** is a true and accurate copy of

the Bill of Sale dated January 24, 2022. Attached hereto as Exhibit E is a true and accurate copy of the Department of State website for the Pharmacy showing 200 shares issued for the Pharmacy corporation.

5. I received a check from Shumaila Arslan in the amount of the initial downpayment of \$100,000 on January 24, 2022. Attached hereto as Exhibit F a true and accurate copy of the check dated January 24, 2022 for \$100,000 from Shumaila Arslan. Attached hereto as Exhibit G is a true and accurate copy of the NPI search for the Pharmacy listing Shumaila Arslan as the owner of the Pharmacy.
6. Shumaila paid the remainder of the purchase price via subsequent checks that were deposited in a TD Bank account in 2022 and 2023. That account has been frozen.
7. Since the sale of the Pharmacy, I do not hold any ownership interest in the Pharmacy nor do I have any control or possession of the Pharmacy's records.

The information set forth in this affidavit is based on my knowledge and a review of the documents attached. The lawyers typed the affidavit based on the information that I provided to them.

I declare under penalty of perjury that the foregoing is true and correct.



Nabila Chaudhary

Dated: April 30, 2025

EXHIBIT A

SN

Bill of Sale of Business with Affidavit of Title

Know Everyone by these Presents,

THAT HEAL THE WORLD PHARMACY, INC, whose address is 161-45 Baisley Blvd., South Jamaica, New York 11434 (herein the "Transferor"), for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, paid to the Transferor, at or before the ensealing and delivery of these presents by

CITY PLUS CARE PHARMACY, INC. whose address is 161-45 Baisley Blvd., South Jamaica, New York 11434 (herein the "Transferee"), sells, transfers, sets over and assigns to the said Transferee, the following described business: **the retail pharmacy** located at 161-45 Baisley Blvd., South Jamaica, New York 11434, including the prescription records and patient files, general merchandise and prescription inventory, trade fixtures and equipment, leasehold improvements and the good will of the business, telephone numbers, website(s) and e-mail address(es), if any, of the business, more particularly described in the Asset Sale Agreement dated January 23, 2019, as amended, between Transferor and Transferee.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to no liens, claims or encumbrances.

AND the Transferor covenants and agrees, to and with the Transferee to warrant and defend the sale of said business and business assets hereby sold, unto the Transferee against all and every person and persons whomsoever.

The warranties and representations of Transferor contained in paragraph 4 of the Asset Sale Agreement heretofore entered into between the Transferor and Transferee dated January 23, 2019, shall survive the delivery of this Bill of Sale.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

The gender and number used in this instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

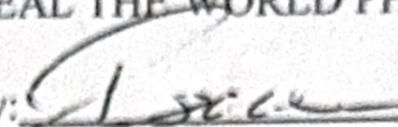
This Bill of Sale may be executed in separate counterparts and by facsimile or e-mail and shall collectively be considered a single, original, enforceable instrument.

IN WITNESS WHEREOF, the Transfer has signed and sealed these presents this 11th day of March, 2019.

Signed, Sealed and Delivered)
in the Presence of)

TRANSFEROR:

HEAL THE WORLD PHARMACY, INC.

By: 
ISAAK PINKHASOV, President

TRANSFeree:

CITY PLUS CARE PHARMACY, INC.

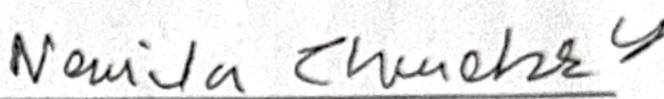
By: 
NABILA CHAUDHARY, President

EXHIBIT B

**Schedule K-1
(Form 1120-S)**

Department of the Treasury
Internal Revenue Service

2019

For calendar year 2019, or tax year

beginning ending

Shareholder's Share of Income, Deductions, Credits, etc. ▶ See back of form and separate instructions.

Part I Information About the Corporation		Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items				
A Corporation's employer identification number 83-3261391		1	Ordinary business income (loss) <div style="text-align: right;">9,837</div>	13	Credits	
B Corporation's name, address, city, state, and ZIP code CITY PLUS CARE PHARMACY INC 161-45 BAISLEY AVE JAMAICA NY 11434-		2	Net rental real estate income (loss)			
C IRS Center where corporation filed return CINCINNATI		3	Other net rental income (loss)			
Part II Information About the Shareholder		4	Interest income			
D Shareholder's identifying number 066-76-5870		5a	Ordinary dividends			
E Shareholder's name, address, city, state, and ZIP code NABILA CHAUDHARY 3449 21ST ST ASTORIA NY 11106-		5b	Qualified dividends	14	Foreign transactions	
F Shareholder's percentage of stock ownership for tax year. 100.000		6	Royalties			
For IRS Use Only		7	Net short-term capital gain (loss)			
		8a	Net long-term capital gain (loss)			
		8b	Collectibles (28%) gain (loss)			
		8c	Unrecaptured section 1250 gain			
		9	Net section 1231 gain (loss)			
		10	Other income (loss)	15	Alternative minimum tax (AMT) items	
			11	Section 179 deduction	16	Items affecting shareholder basis
			12	Other deductions		
				17	Other information V	
		18	<input type="checkbox"/> More than one activity for at-risk purposes*			
		19	<input type="checkbox"/> More than one activity for passive activity purposes*			
* See attached statement for additional information.						

Final K-1

Amended K-1

**Schedule K-1
(Form 1120-S)**

Department of the Treasury
Internal Revenue Service

2020

For calendar year 2020, or tax year

beginning ending

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number
83-3261391

B Corporation's name, address, city, state, and ZIP code

CITY PLUS CARE PHARMACY INC

161-45 BAISLEY AVE
JAMAICA NY 11434

C IRS Center where corporation filed return
CINCINNATI

Part II Information About the Shareholder

D Shareholder's identifying number
066-76-5870

E Shareholder's name, address, city, state, and ZIP code

NABILA CHAUDHARY

3449 21ST ST
ASTORIA NY 11106

F Current year allocation percentage 100.000 %

G Shareholder's number of shares
Beginning of tax year 100
End of tax year 100

H Loans from shareholder
Beginning of tax year \$ _____
End of tax year \$ _____

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	74,066		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Foreign transactions
6	Royalties		
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)		
10	Other income (loss)	15	Alternative minimum tax (AMT) items
11	Section 179 deduction	16	Items affecting shareholder basis
		C	557
12	Other deductions		
		17	Other information
		V	
18	<input type="checkbox"/> More than one activity for at-risk purposes*		
19	<input type="checkbox"/> More than one activity for passive activity purposes*		
* See attached statement for additional information.			

**Schedule K-1
(Form 1120-S)**

Department of the Treasury
Internal Revenue Service

2021

For calendar year 2021, or tax year

beginning ending

Shareholder's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Corporation

A Corporation's employer identification number 83-3261391
B Corporation's name, address, city, state, and ZIP code CITY PLUS CARE PHARMACY INC 161-45 BAISLEY AVE JAMAICA NY 11434
C IRS Center where corporation filed return CINCINNATI
D Corporation's total number of shares Beginning of tax year 200 End of tax year 200

Part II Information About the Shareholder

E Shareholder's identifying number 066-76-5870
F Shareholder's name, address, city, state, and ZIP code NABILA CHAUDHARY 3449 21ST ST ASTORIA NY 11106
G Current year allocation percentage 100.000 %
H Shareholder's number of shares Beginning of tax year 200 End of tax year 200
I Loans from shareholder Beginning of tax year \$ End of tax year \$

For IRS Use Only

Part III Shareholder's Share of Current Year Income, Deductions, Credits, and Other Items

1	Ordinary business income (loss)	13	Credits
	178,296		
2	Net rental real estate income (loss)		
3	Other net rental income (loss)		
4	Interest income		
5a	Ordinary dividends		
5b	Qualified dividends	14	Schedule K-3 is attached if checked <input type="checkbox"/>
6	Royalties	15	Alternative minimum tax (AMT) items
7	Net short-term capital gain (loss)		
8a	Net long-term capital gain (loss)		
8b	Collectibles (28%) gain (loss)		
8c	Unrecaptured section 1250 gain		
9	Net section 1231 gain (loss)	16	Items affecting shareholder basis
10	Other income (loss)		
		17	Other information
		V	
11	Section 179 deduction		
12	Other deductions		
18	<input type="checkbox"/> More than one activity for at-risk purposes*		
19	<input type="checkbox"/> More than one activity for passive activity purposes*		
* See attached statement for additional information.			

EXHIBIT C

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT (this "Agreement") made December 20, 2021 (the "Execution Date"), by and among, NABILA CHAUDHARY residing at 21 Harding Avenue, Roslyn Heights, NY 11577 (hereinafter "Chaudhary" and sometimes referred to herein as "Sellers") and SHUMALIA ARSLAN residing at 38 East Oakdale Street, Bay Shore, NY 11706 (hereinafter "De Toribio" and sometimes referred to herein as "Purchaser").

WITNESSETH:

WHEREAS, Seller is an ongoing Pharmaceutical practice (the "Practice"),

WHEREAS, Seller is the shareholder of CITY PLUS CARE PHARMACY INC. (D/B/A) HEAL THE WORLD PHARMACY), a New York State Corporation with offices located at 161-45 Baisley Boulevard, Jamaica, NY 11434 (hereinafter "Corporation"),

WHEREAS, Seller owns 200 NPV shares of Corporation and shall transfer the same to Purchaser, and

WHEREAS, Purchaser desires to acquire, and Seller desires to sell, substantially all of the assets of Seller used in connection with the Pharmacy (NY State License # 031579) located at 161-45 Baisley Boulevard, Jamaica NY 11434 (the "Premises"), hereinafter specified as the "Business", upon the terms and conditions hereinafter set forth, and

NOW, THEREFORE, in consideration of the covenants and agreements hereafter set forth, and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Agreement to Sell.

(a) Sellers agree to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, the following assets of the Business:

(i) all of the equipment, instruments, apparatus, medical and office furniture, fixtures, medical supplies, pharmaceutical inventory and other fixed and movable tangible assets related to the Business, as set forth on Schedule 1(a)(i) hereof ("Tangible Assets");

(ii) any registered or unregistered copyright or trade name, registered, unregistered or common law trademark or service mark, websites or domain names, or other item of intellectual property with respect to which Sellers have any ownership or leasehold interest ("Intellectual Property") with respect to the Business; and

(iii) all computer programs, books and financial records, telephone and fax numbers, Intellectual Property, and other intangibles relating to the Business ("Intangible Assets," and together with the Tangible Assets, the "Assets").

(b) The Assets shall be conveyed pursuant to a Bill of Sale in form and substance reasonably satisfactory to Purchaser and Purchaser's counsel, in substantially the form attached hereto as Exhibit A.

(c) The sale hereunder shall not include, and Sellers shall retain, all cash, securities, cash equivalents and accounts receivable of the Business on hand at and prior to the Closing Date (as herein defined), as well as those assets set forth on Schedule 1(c) hereof (the "Excluded Assets").

2. Purchase Price.

(a) The purchase price to be paid by Purchaser for the Assets is THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00) (the "Purchase Price"), payable in certified check, bank check, or by wire transfer at the Closing (as herein defined).

(b) The Purchase Price of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) is comprised of the following:

Tangible Assets: \$ 0.0
Intangible Assets: \$350,000.00**

(c) The seller shall pay the \$80,000 at time of contract and the remaining balance of \$270,000 in equal payment over 36 months starting on the 1st of the month after closing.

****THE PURCHASE PRICE DOES NOT INCLUDE CURRENT INVENTORY.**

The parties agree to use the foregoing allocation, which was the result of arm's length negotiations, for purposes of all Federal, State and local tax returns.

3. **Acceptable Funds.** All money payable under this Agreement, unless otherwise specified, shall be paid either: (a) in cash, but not more than \$1,000 shall be paid in cash; (b) by good certified check of Purchaser, or official check of any bank, savings bank, trust company, or savings and loan association which is a member of the New York Clearing House, payable to the direct order of Seller; (c) by wire transfer; or (d) as otherwise agreed to in writing by the parties or their attorneys.

4. **The Closing.** The "Closing" means the settlement of the obligations of Sellers and Purchaser to each other under this Agreement, including the payment of the Purchase Price to Seller as provided in Section 2 hereof and the delivery of the closing documents provided for in Section 5 hereof. The Closing shall be held at the offices of Seller, at 10 A.M. on or about March 28, 2020 (the "Closing Date"), or at such other time and place as the parties hereto shall mutually agree. The Closing may be accomplished electronically.

5. Closing Deliverables.

(a) **Sellers' Closing Deliverables.** At the Closing, Sellers shall deliver the following:

(i) A duly executed counterpart by Seller of the Bill of Sale substantially in the form annexed hereto as Exhibit A;

(ii) A duly executed counterpart by Sellers of the Medical Records Custodial Agreement substantially in the Form annexed hereto as Exhibit B and custody of patient records, including prescription files, [physical and EMR (electronic medical records)] unless otherwise directed by patient, as provided for in the Medical Records Custodial Agreement;

(iii) An executed Bring-Down Certificate in substantially the form attached hereto as Exhibit C;

(iv) An executed Officer's Certificate in substantially the form attached hereto as Exhibit D;

(v) Such other instruments as may be necessary or proper to transfer to Purchaser all other ownership interests in the Assets to be transferred under this Agreement.

(b) **Purchaser's Closing Deliverables.** At the Closing Purchaser shall deliver the following:

(i) A duly executed counterpart by Purchaser of the Bill of Sale substantially in the form annexed hereto as Exhibit A;

(ii) A duly executed counterpart by Purchaser of the Medical Records Custodial Agreement substantially in the Form annexed hereto as Exhibit B.

6. Transfer Taxes. Purchaser shall be responsible for any sales or use taxes payable in connection with the sale and purchase of the Assets, and shall remit such taxes to the appropriate taxing authority by filing Form ST-130, or any other tax forms required for any sales or use taxes payable. Each party hereby waives compliance with the provisions of any applicable "bulk sales," "bulk transfer" or similar laws of any governmental authority in connection with the consummation of the transactions contemplated herein, including, without limitation, the bulk sale provisions of the New York State Sales and Use Tax. Sellers shall jointly and severally indemnify Purchaser and its officers, managers, members, employees, and agents in respect of, and hold each of them harmless from and against, any and all losses suffered, occurred or sustained by any of them or to which any of them may be subject, resulting from, arising out of, or relating to the failure of Purchaser and Seller to comply with the terms of any Bulk Sales Laws.

7. Use of Purchase Price to Pay Encumbrances. If there is any lien or encumbrance against the Assets, or anything else affecting this sale, which Seller is obligated to pay and discharge at the Closing, Seller may use any portion of the balance of the Purchase Price to discharge it, or Seller may allow to Purchaser the amount thereof as a credit at the Closing. Purchaser agrees to provide separate certified checks as reasonably requested to assist in clearing up these matters.

8. Representations and Warranties of Sellers. Sellers jointly and severally represent and warrant to Purchaser as follows:

(a) Seller is a New York State Corporation duly organized and validly existing under the laws of the State of New York, is in good standing, and is duly qualified to do business in the State of New York. Seller has full power and authority to conduct its business as now carried on, and to carry out and perform its undertakings and obligations as provided herein. The execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by [the sole officer] of Seller and will not conflict with or breach any provision of the of Seller.

(b) No action, approval, notification, consent or authorization of any governmental authority is necessary for Seller to consummate the transactions contemplated hereby except as set forth on Schedule 8(b). Notwithstanding the foregoing, subsequent to the execution of this Agreement, Seller will, to the extent required by law provide written notice of the sale contemplated of herein to: patients, the New York State Department of Education, the Drug Enforcement Administration and any other applicable State or Federal agency.

(c) Seller is the owner of and has good and marketable title to the Assets, free of all liens, claims and encumbrances, except as may be set forth herein.

(d) There are no violations of any law or governmental rule or regulation pending against Seller or the Assets.

(e) Seller has contacted the New York State Department of Health Bureau of Narcotic Enforcement and has corrected any and all reporting errors.

(f) There are no judgments, liens, suits, actions or proceedings pending against Seller or the Assets, including, without limitation, payor audits or any investigations or audits by Medicare or Medicaid.

(g) None of the Assets are subject to any agreement affecting the transfer of said Asset free and clear from any and all judgements, liens, suits, actions, and the transfer of the Assets will not result in a breach or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under any agreement, instrument, or understanding.

(h) At the time of the Closing, there will be no creditors of any of the Assets or the Business.

9. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

(a) Purchaser has full power and authority to carry out and perform its undertakings and obligations as provided herein and that the principals of Purchaser are held to the same standards of confidentiality as Seller's principal and are lawfully permitted to act as custodian of the Seller's patient records, including prescription files.

(b) Purchaser acknowledges and agrees that it is purchasing all Assets "as is" and "with all faults" based upon the condition of such property as of the date of this Agreement.

(c) No action, approval, consent or authorization of any governmental authority is necessary for Purchaser to consummate the transactions contemplated hereby.

(d) There are no judgments, liens, suits, actions or proceedings pending or, to the best of Purchaser's knowledge, threatened against Purchaser or its property that would prevent Purchaser from fulfilling its obligations pursuant to this Agreement.

10. No Other Representations. Purchaser acknowledges that neither Sellers, nor any representative or agent of Sellers, has made any representation or warranty (expressed or implied) regarding the Assets, or any matter or thing affecting or relating to this Agreement, except as specifically set forth in this Agreement. Sellers shall not be liable or bound in any manner by any oral or written statement, representation, warranty, agreement or information pertaining to the Assets or this Agreement furnished by any broker, agent or other person, unless specifically set forth in this Agreement, the Medical Records Custodian Agreement, the Bill of Sale, and such other documents furnished pursuant to or in furtherance of this Agreement. Purchaser has inspected the Assets and Purchaser agrees to take the Assets "as is" and in their present condition, subject to reasonable use, wear, tear and deterioration between the Execution Date and the Closing Date (the "Executory Period"). Notwithstanding the foregoing, should the condition of any of the Assets change during the Executory Period beyond mere wear and tear, Sellers shall notify Purchaser within ten (10) days, and in no event less than five (5) days prior to the Closing Date, of such change along with the cost to replace or repair such Asset. Upon such notice, Purchaser may elect to (i) have the Purchase Price reduced by the cost of repair or replacement, or (ii) have Sellers repair or replace such Asset at Sellers' sole cost.

11. Conduct of the Business. During the Executory Period, Seller and Ms. Chaudhary shall:

(a) Conduct the Business in the Ordinary Course of Business (the "Ordinary Course of Business" means the ordinary course of business consistent with Seller's past custom and practice for the Business, taking into account the facts and circumstances in existence from time to time, except that Seller shall not be required to make (or cause to be made) any capital improvements or replacements to the properties other than (i) as expressly provided herein, (ii) standard maintenance and other work needed to keep the properties in good order and repair, and (iii) such work as is necessary to prevent threat of harm to persons or property (each of which shall be at Seller's cost));

(b) Notify Purchaser of any pending litigation;

(c) Not sell, transfer, assign, encumber or change the status of title of all or any portion of the Assets;

(d) Use its best efforts to preserve the Business and the goodwill of the patients and suppliers of the Business and others having relations with Sellers; and

(e) Give Purchaser and its duly designated representatives reasonable access to Seller's premises and the books and records of the Business, and furnish to Purchaser such data and information pertaining to Seller's Business as Purchaser from time to time may reasonably request, subject, however, to the Purchaser's representations set forth in Section 9(a) hereinabove. Unless and until the Closing shall take place, Purchaser shall hold in confidence all information

obtained in connection with this Agreement, and, if for any reason the Closing shall not take place, Purchaser shall return to Seller all documents received hereunder.

12. Income and Expenses Before and After the Closing. Except as otherwise provided in this Agreement, Sellers shall be jointly and severally liable for the payment of all bills for merchandise, goods and inventory delivered to the Business on and before the Closing Date; and Purchaser shall be liable for the payment of all bills for merchandise, goods and inventory delivered to the Business after the Closing Date. All money received by Purchaser after the Closing, on account of Seller's accounts receivable and other receivables, in each case in connection with Seller's operation of the Business prior to the Closing, shall belong to Seller, and shall be collected by Purchaser and promptly remitted to Seller within thirty (30) days of receipt. Seller shall be liable for the payment of all salaries, payroll deductions and taxes levied upon the Business in connection with the Business's work performed before the Closing. Purchaser shall be responsible for the payment of all salaries, payroll deductions and taxes levied upon the Business in connection with the operation of the Business after the Closing.

13. Conditions to Closing. The obligations of the parties to close hereunder are subject to the following conditions:

(a) All of the terms, covenants and conditions to be complied with or performed by the other parties under this Agreement on or before the Closing shall have been complied with or performed in all material respects, including, without limitation, the delivery and execution of the documents set forth in Section 5.

(b) All representations or warranties of the other parties herein are true in all material respects as of the Closing Date.

(c) Seller shall have filed and/or received all necessary government authorizations and notices required by State or Federal law, which shall be obtained in the time constraints required by applicable law, rule or regulation and provide Purchaser with copies of all such authorizations and notices, including, without limitation:

(i) a letter to the Drug Enforcement Administration Special Agent in Charge setting forth the proposed transaction no less than fourteen (14) days prior to the Closing Date;

(ii) a Discontinuance Form filed with the New York State Education Department Office of the Professions New York State Board of Pharmacy; and

(iii) a notice to the New York State Department of Health, Bureau of Narcotic Enforcement of the transactions contemplated herein no less than thirty (30) days prior to the Closing Date.

(d) On the Closing Date, there shall be no liens or encumbrances against the Assets, except as may be provided for herein.

14. Non-Competition; Non-Solicitation.

(a) In consideration of the promises contained herein and the consideration to be received by Sellers pursuant to this Agreement, the receipt and sufficiency of which are hereby acknowledged:

(i) Sellers, jointly and severally, covenant and agree that for a period of five (5) year following the later of (a) the Closing Date and (b) the termination of Ms. Chaudhary's consulting with Purchaser pursuant to the neither the Seller nor Ms. Chaudhary shall, directly or indirectly, without the prior written consent of the Purchaser or its principal NABILA CHAUDHARY, whether on their own account or as a partner, member, shareholder, employee, independent contractor, or in any other capacity, open or operate a pharmaceutical practice within Nassau County or Suffolk County; and

(ii) Sellers further, jointly and severally, covenant and agree that for a period of five (5) year following the later of (a) the Closing Date and (b) the termination of Ms. Chaudhary's consulting with Purchaser pursuant to the neither of them shall (nor shall they allow any entity in which either of them holds a controlling interest):

(a) induce or solicit any patient of Purchaser to patronize any competing practice or professional for pharmaceutical services, advise any patient of Purchaser to withdraw, curtail or cancel such patient's business with Purchaser, or disclose to any other person, partnership, firm, corporation, practice or other entity the names or addresses of any patients of Purchaser; and

(b) solicit, induce or engage any employee of Purchaser to leave Purchaser's employ.

(b) The Sellers, jointly and severally, acknowledge and agree that:

(i) the terms contained in this Section 14 are necessary for the reasonable and proper protection of Purchaser's interest;

(ii) each and every covenant and restriction contained in this Section 14 is reasonable in respect of such matter, length of time and geographical area; and

(iii) Purchaser has been induced to enter this Agreement with Sellers in part due to Sellers' representations that they will abide and be bound by each of the aforesaid covenants and restraints.

(c) If any court or tribunal of competent jurisdiction determines that the duration, geographical limit or any other aspect of the above non-competition covenants is unenforceable in accordance with its terms in a particular jurisdiction, such covenant shall not terminate; instead, such covenant shall be deemed amended to the extent required to render it valid and enforceable in such jurisdiction and such court or tribunal is hereby authorized and directed to amend the non-

competition covenant only to the extent that such court or tribunal determines such an amendment is necessary to make it valid and enforceable in said jurisdiction.

(d) Seller and Ms. Chaudhary agree that damages at law would be an insufficient remedy for Purchaser in the event the Seller and/or Ms. Chaudhary violate any provision of this Section 14, and that Purchaser shall be entitled to, among other remedies, make an application to a court of competent jurisdiction to obtain injunctive relief of any such action by Seller and/or Ms. Chaudhary.

15. Indemnification. Sellers hereby agree, jointly and severally, to indemnify, defend and hold harmless Purchaser and all trustees, officers, members, assigns, employees, and agents thereof (collectively, the "Purchaser Indemnitees" and individually a "Purchaser Indemnitee") against and with respect to:

(a) any and all losses, injuries, damages, deficiencies, liabilities, demands, claims, actions, suits, proceedings, assessments, judgments, costs and reasonable legal and other expenses and obligations (collectively, "Losses") resulting or arising from the failure of Sellers to pay or perform on a timely basis any agreement or obligations entered into by Sellers prior to the Closing, provided such agreement or obligation has not been assigned by Seller and assumed by Purchaser;

(b) any and all Losses resulting or arising from Sellers' occupancy of the Premises on or prior to the Closing, or Sellers' ownership of the Assets prior to the Closing, or the operation of the Business prior to the Closing, except (i) to the extent expressly assumed by Purchaser herein or (ii) to the extent any Seller Indemnitee (defined below) would be entitled to indemnification from Purchaser for such Losses pursuant to Section 16, below, had such Seller Indemnitee incurred such Losses;

(c) without limiting the generality of the foregoing, any and all Losses resulting or arising from (i) any claim, action, suit, proceeding or investigations including claims for medical malpractice, relation to acts or omissions of Sellers, (ii) claims by employees, former employees, agents or representatives of Seller with respect to their employment or engagement by Seller prior to the Closing or the termination thereof by Seller, whether at, prior to or after the Closing (including any such termination that occurs immediately before the hiring of any such person by Purchaser), (iii) claims for contributions, benefits, withdrawal liability or other amounts by or with respect to any employee benefit plan as defined in Section 3(3) of the Employment Retirement Income Security Act of 1974, as amended from time to time ("ERISA") maintained or contributed to by Seller or any entity affiliated with Seller for purposes of the Code or ERISA, (iv) any presence, release or emission of hazardous substances on, in or from the Premises prior to the Closing or any noncompliance by Seller with any environmental laws prior to the Closing, or (v) the failure of Seller to pay when due any of its liabilities or obligations for taxes;

(d) any and all Losses resulting or arising from any material misrepresentation or breach of warranty on the part of Seller under this Agreement or any certificate given pursuant hereto; and

(e) any and all Losses resulting or arising from any non-fulfillment of any covenant or agreement on the part of Seller or Ms. Chaudhary under this Agreement, including, without

limitation the requirement to obtain and/or provide all necessary authorizations and notices to government officials and agencies regarding this transaction.

16. Purchaser's Indemnification Obligation to Seller. Purchaser hereby agrees to indemnify, defend and hold harmless Seller, all owners, directors, officers, employees and agents thereof, and Ms. Chaudhary (collectively, the "Seller Indemnitees" and individually, a "Seller Indemnitee") against and with respect to:

(a) any and all Losses resulting or arising from the failure of Purchaser to pay or perform on a timely basis any agreement or obligations entered into or assumed by Purchaser pursuant to this Agreement and following the Closing;

(b) any and all Losses resulting or arising from the use or ownership of the Assets after the Closing;

(c) any and all Losses resulting or arising from any material misrepresentation or breach of warranty on the part of Purchaser under this Agreement or any certificate given pursuant hereto; and

(d) any and all Losses resulting or arising from any non-fulfillment of any covenant or agreement on the part of Purchaser under this Agreement.

17. Third Party Claims. If a third party claim is made against a Seller Indemnitee or a Purchaser Indemnitee (the "Indemnitee") and if such Indemnitee reasonably believes that such claim could give rise to a right of indemnification under Sections 15 or 16 against Purchaser or Seller as the case may be (the "Indemnitors"), then such Indemnitee shall give written notice to the Indemnitors of such claim as soon as reasonably practicable after such Indemnitee has received notice thereof (provided that failure to give timely notice shall not limit the indemnification obligations of the Indemnitors hereunder except to the extent that the delay in giving, or failure to give, such notice has a material adverse effect upon the ability of the Indemnitors to defend against the claim). Such Indemnitee shall give the Indemnitors an opportunity to defend such claim, at the Indemnitors' expense with counsel selected by the Indemnitors and reasonably satisfactory to such Indemnitee, provided that such Indemnitee shall at all times have the right to fully participate in the defense at its own expense (and may retain its own counsel at the expense of the Indemnitors if counsel selected by the Indemnitors shall conclude that representation of such Indemnitee and the Indemnitors by the same counsel would present a conflict). Failure of the Indemnitors to give an Indemnitee written notice of their election to defend such claim within ten (10) days after notice thereof shall have been given by such Indemnitee to the Indemnitors shall be deemed a waiver by the Indemnitors of their right to defend such claim. If the Indemnitors shall elect not to assume the defense of such claim (or if the Indemnitors shall be deemed to have waived their right to defend such claim) or shall not diligently pursue such defense, such Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim on behalf, for the account, and at the risk and expense (including the payment of the reasonable attorneys' fees of such Indemnitee regardless of whether the Indemnitee prevails against the third party claim), of the Indemnitors. If the Indemnitors elect to assume the defense of any such third party claim, the Indemnitors shall conclusively be deemed to have acknowledged their obligation under this Section 17 to indemnify the Indemnitee in

accordance with the terms hereof in respect of such claim and shall be obligated to take all steps necessary in the diligent defense or settlement of such claim. None of the Indemnitors shall consent to the entry of any judgment or settle or compromise any third party claim for which an Indemnitee has sought indemnification from the Indemnitors without the approval of such Indemnitee. No Indemnitee shall unreasonably withhold or delay its approval of any such proposed consent, settlement or compromise, provided that an Indemnitee shall not be deemed to have unreasonably withheld or delayed any such approval if the proposed consent, settlement or compromise does not include as an unconditional term thereof the giving by the claimant to such Indemnitee of a release from all liability in respect of such claim except the liability satisfied by the Indemnitors.

18. **Brokerage.** The parties hereto represent and warrant to each other that they have not dealt with any broker or finder in connection with this Agreement or the transactions contemplated hereby, and no other broker or any other person is entitled to receive any brokerage commission, finder's fee or similar compensation in connection with this Agreement or the transactions contemplated hereby. Each of the parties shall indemnify and hold the other parties harmless from and against all liability, claim, loss, damage or expense, including reasonable attorneys' fees, pertaining to any broker, finder or other person with whom such party has dealt.

19. **Assignment.** None of the parties hereto shall assign this Agreement, in whole or in part, without the prior written authorization and consent of the other.

20. **Notices.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by any nationally recognized overnight courier or by registered or certified mail, return receipt requested, with postage prepaid, to Seller or Purchaser, as the case may be, at their addresses first above written, or at such other addresses as they may designate by notice given hereunder. Notices shall be deemed given upon personal delivery, three (3) days following deposit in the mail for registered or certified mail, and three (3) days after deposit with a nationally recognized overnight courier. Copies of all such notices, demands and other communications simultaneously shall be given in the aforesaid manner to Seller's attorneys, NONE.

21. **Transition.**

(a) **Post-Closing Efforts.**

(i) Seller shall file a New York State Board of Pharmacy Discontinuance form within fifteen (15) business days following the Closing Date, and shall provide Purchaser with a copy of the application and any response(s) from the New York State Board of Pharmacy.

(ii) Seller and Ms. Chaudhary agree that they shall each execute such letters and other correspondence deemed reasonably necessary by Purchaser and Ms. Scheinson to notify Seller's and Ms. Chaudhary's patients of the fact that Purchaser has obtained custody of their medical records and containing information concerning the Purchaser's pharmaceutical practice.

(b) **Custody of Records.** Purchaser may transport all patient records, including prescription files, to which it receives custody hereunder to locations determined by Purchaser. Purchaser's custody of any patient medical records, including prescription files, shall be subject to all required confidentiality protections; provided, however, that Seller and Ms. Chaudhary shall be entitled, upon reasonable notice to Purchaser, to receive access to such records (and copies thereof at Seller's and/or Ms. Chaudhary's cost) and all business and financial records transferred to Purchaser pursuant to this Agreement (and copies thereof at Seller's and/or Ms. Chaudhary's cost) to the extent necessary to: (i) defend a legal action or regulatory investigation, (ii) submit or justify a claim to a third-party payor, (iii) prepare tax returns or (iv) as otherwise required by law or medical ethical standards. Purchaser's obligation to retain such records shall not exceed the requirements of applicable law.

22. **Survival.** Unless otherwise expressly set forth in this Agreement, all of the representations, warranties, covenants, or other obligations of Seller and Ms. Chaudhary hereunder shall survive the Closing through and until the expiration of any applicable statute of limitations.

23. **Entire Agreement.** This Agreement contains all of the terms agreed upon between Seller and Purchaser with respect to the subject matter hereof. This Agreement has been entered into after full investigation. All prior oral or written statements, representations, promises, understandings and agreements, pertaining to the subject matter hereof, of Seller and Purchaser are merged into and superseded by this Agreement, which alone fully and completely expresses their Agreement.

24. **Changes Must Be In Writing.** No delay or omission by either Seller or Purchaser in exercising any right shall operate as a waiver of such right or any other right. This Agreement may not be altered, amended, changed, modified, waived or terminated in any respect or particular unless the same shall be in writing signed by the party to be bound. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

25. **Captions And Exhibits.** The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. The Exhibits and Schedules annexed to this Agreement are integral parts of this Agreement, and where there is any reference to this Agreement it shall be deemed to include said Exhibits and Schedules.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of Laws principles. If any provisions of this Agreement shall be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Agreement.

27. **Submission to Jurisdiction.** ANY AND ALL SUITS, LEGAL ACTIONS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT SITTING IN THE STATE OF NEW YORK AND LOCATED IN THE COUNTY OF SUFFOLK, NEW YORK AND EACH PARTY HERETO HEREBY SUBMITS TO AND ACCEPTS THE EXCLUSIVE JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF SUCH SUITS, LEGAL ACTIONS OR PROCEEDINGS. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER

HAVE TO THE LAYING OF VENUE OR ANY SUCH SUIT, LEGAL ACTION OR PROCEEDING IN ANY SUCH COURT AND HEREBY FURTHER WAIVES ANY CLAIM THAT ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

28. **Binding Effect.** This Agreement shall not be considered an offer or an acceptance of an offer by Seller, and shall not be binding upon Seller until executed and delivered by both Seller and Purchaser. Upon such execution and delivery, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

29. **Counterparts.** This Agreement may be executed in counterparts and each such counterpart, when taken together, shall constitute a single and binding agreement. Execution of this Agreement may be effected by delivery of facsimiles of signature pages, signature pages delivered in PDF format, or other electronic means, each of which shall be deemed originals in all respects.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

SELLER:

CITY PLUS CARE PHARMACY INC.
(D/B/A) HEAL THE WORLD PHARMACY)



By: NABILA CHAUDHARY, President



NABILA CHAUDHARY, Individually & Sole Shareholder

PURCHASER:



SHUMALIA ARSLAN, Purchaser

12-20-2021

EXHIBIT D

Know Everyone by these Presents,

THAT NABILA CHAUDHARY

whose address is 21 Harding Avenue, Roslyn Heights, NY 11577

herein referred to as the Transferor, for and in consideration of the sum of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) partly paid to the Transferor, at or before the encasing and delivery and partly paid as indicated below of these presents by

SHUMAILA ARSLAN

whose address is 38 East Oakdale Street, Bay Shore, NY 11706

herein referred to as the Transferee, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, sells, transfers, sets over and assigns to the said Transferee, the following described:

200 NPV OF CITY PLUS CARE PHARMACY INC. (D/B/A HEAL THE WORLD PHARMACY) A FUNCTIONING PHARMACY

located AT 161-45 Baisley Boulevard, Jamaica, NY 11434

including inventory, sub-lease, and good will, rights under any, machinery and fixtures of said limited liability company.

TO HAVE AND TO HOLD the same unto the Transferee forever, subject to

TRANSFEROR SHALL NOT OWN WHOLLY OR THROUGH A SUBSIDIARY, OPERATE OR MANAGE A PHARMACY FOR THREE (3) YEAR FROM THE DATE HEREOF

TRANSFEROR ALSO TRANSFERS ALL LICENSES INCLUDING NCDP# 5828679 AND NPI # 1073170361 TO TRANSFEEE

TRANSFERREE SHALL ALSO HOLD HARMLESS AND INDEMNIFY, INCLUDING ATTORNEY FEES, TRANSFEROR FOR ANY CLAIMS AND LIABILITIES, INCLUDING BUT NOT LIMITED TO SALES TAX, LICENSES, RENT, SECURITY, LAWSUITS, VENDOR AND EMPLOYEE CLAIMS

AND the Transferor covenants and agrees, to and with the Transferee to warrant and defend the sale of said assets hereby sold, unto the Transferee against all and every person and persons whomsoever.

The terms, covenants and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors, and assigns.

STATE of NEW YORK
COUNTY of NASSAU

} ss.:

NABILA CHAUDHARY

being duly sworn, deposes and says, that he resides at

21 Harding Avenue, Roslyn Heights, NY 11577

That he is the Transferor and sole shareholder named in the foregoing bill of sale and that he is a President of CITY PLUS CARE PHARMACY INC. (hereinafter "CORP."), (DBA Heal The World Pharmacy) a Corporation organized under the Laws of the State of New York, having its principal office 161-45 Baisley Boulevard, Jamaica, NY 11434

That Transferor is the sole and absolute owner of the property described in the foregoing bill of sale, more specifically enumerated in the schedule hereto annexed and made a part thereof, and has full right and authority to sell and transfer the same.

That the said property and each and every part thereof, is free and clear any and liens, mortgages, security interests, levies, debts, taxes or other claims or encumbrances except as set forth in public record of New York State.

That this affidavit is made for the purpose and with the intent of inducing SHUMALIA ARSLAN with address of 38 East Oakdale Street, Bay Shore, NY 11706.

Transferee to purchase the property described in the said bill of sale knowing that said Transferee will rely on this affidavit and pay a good and valuable consideration.

Nabila Chaudhary L.S.
NABILA CHAUDHARY

1-24-2022

SCHEDULE OF THE FOREGOING BILL OF SALE

200 NPV Shares of CITY PLUS CARE PHARMACY INC. and all inventory and fixtures located at 161-45 Baisley Boulevard, Jamaica, NY 11434.

The gender and number used in this instrument are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the Transferor has signed and sealed these presents this 24th day of January, 2022

Nabila Chaudhary L.S.
CITY PLUS CARE PHARMACY INC.
By: NABILA CHAUDHARY, *President*

Nabila Chaudhary L.S.
NABILA CHAUDHARY,
Individually & Sole Shareholder

EXHIBIT E



Department of State Division of Corporations

Entity Information

[Return to Results](#)

[Return to Search](#)

Entity Details ^

ENTITY NAME: CITY PLUS CARE PHARMACY INC
DOS ID: 5480825
FOREIGN LEGAL NAME:
FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION
DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW
ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 01/23/2019
REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 01/23/2019
INACTIVE DATE:
FOREIGN FORMATION DATE:
STATEMENT STATUS: PAST DUE DATE
COUNTY: QUEENS
NEXT STATEMENT DUE DATE: 01/31/2021
JURISDICTION: NEW YORK, UNITED STATES
NFP CATEGORY:

[ENTITY DISPLAY](#)

[NAME HISTORY](#)

[FILING HISTORY](#)

[MERGER HISTORY](#)

[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 161-45 BAISLEY BLVD, JAMAICA, NY, UNITED STATES, 11434

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	\$0.00000

EXHIBIT F

SHUMAILA ARSLAN

#: 1010

Date 1-24-22

Pay to the order of Nabila Chaudhary \$10000.⁰⁰/₁₀₀
One Hundred Thousand Dollars

citibank

CITIBANK, N.A.

Memo Downpayment

⑆02⑆000089⑆ 687394⑆579⑆ 0⑆08

541314034068 120115 20220124 00000000687394179
TRN_DEBIT ADUDNAT 10000.00
Roslyn Heights 0413 94004 5413 0007 0062

AT CHECK
DO NOT WRITE IN THESE SPACES
Nabila Chaudhary
1728 B 018534

EXHIBIT G

Provider Information for 1073170361

The following NPI(s) contain information matching your search criteria. Please select the NPI to view all the data associated with the NPI.

[Home](#) / [NPI View](#)

Please Note: Issuance of an NPI does not ensure or validate that the Health Care Provider is Licensed or Credentialed. For more information please refer to [NPI: What You Need to Know](#)

CITY PLUS CARE PHARMACY INC

Other Names:

Doing Business HEAL THE WORLD

As: PHARMACY

Organization Subpart: NO



NPI: 1073170361



Last Updated: 2025-04-15

Certification Date: 2025-04-15

Details

Name	Value
NPI	1073170361
Enumeration Date	2019-05-22
NPI Type	NPI-2 Organization
Status	Active
Authorized Official Information	Name: SHUMAILA ARSLAN Title: owner Phone: 7184853300
Mailing Address	16145 BAISLEY BLVD JAMAICA, NY 11434-2900 United States

	Phone: 718-276-4311 Fax: View Map						
Primary Practice Address	16145 BAISLEY BLVD JAMAICA, NY 11434-2900 United States Phone: 718-276-4311 Fax: View Map						
Secondary Practice Address(es)							
Health Information Exchange	Endpoint Type	Endpoint	Endpoint Description	Use	Content Type	Affiliation	Endpoint Location
Other Identifiers	Issuer	State	Number	Other Issuer			
Taxonomy	Primary Taxonomy	Selected Taxonomy				State	License Number
	Yes	3336C0003X - Pharmacy - Community/Retail Pharmacy					



A federal government website managed by the
U.S. Centers for Medicare & Medicaid Services
 7500 Security Boulevard, Baltimore, MD 21244

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

GILEAD SCIENCES, INC., <i>et. al.</i> ,	:
	:
Plaintiffs,	: Case No. 25-cv-1469 (RER) (RML)
	:
v.	:
	:
CITY CARE PLUS PHARMACY LLC D/B/A	:
HEAL THE WORLD PHARMACY; NABILA	:
CHAUDHARY; QAISER CHAUDHARY; and	:
HAMZA CHAUDHARY	:
	:
Defendants.	:

DECLARATION OF QAISER CHAUDHARY

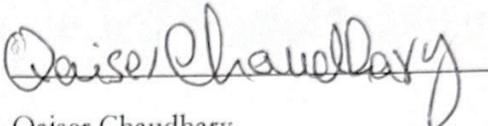
Qaiser Chaudhary, of full age, pursuant to 28 U.S.C. § 1746, hereby certifies and declares as follows:

1. I never purchased or owned any shares associated with City Care Plus Pharmacy LLC d/b/a Heal the World Pharmacy (the “Pharmacy”).
2. As evidenced by the purchase and sale documents for the Pharmacy and the K-1 filings for the Pharmacy for 2019, 2020, and 2021, Nabila Chaudhary was the owner of the Pharmacy from 2019 through 2021.
3. I assisted my wife, Nabila Chaudhary, in her ownership of the Pharmacy, but I was never an owner of the Pharmacy.
4. As evidenced by the documents and NPI database, the current owner of the Pharmacy is Shamaila Arslan.
5. My prior declaration, submitted on April 17, 2025 before this Court, contained an error stating that I, and not my wife, Nabila Chaudhary, was an owner of the Pharmacy.
6. Part of the reason for changing lawyers is due to the error and incorrect information provided to the Court.

7. I am not the custodian of records for the Pharmacy nor do I have any control or possession over the Pharmacy's records.

The information set forth in this affidavit is based on my knowledge and a review of the documents. The lawyers typed the affidavit based on the information that I provided to them.

I declare under penalty of perjury that the foregoing is true and correct.


Qaiser Chaudhary

Dated: April 30, 2025

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

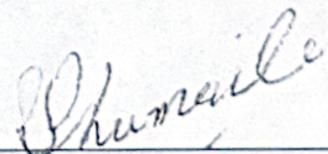
GILEAD SCIENCES, INC., <i>et. al.</i> ,	:	
	:	
Plaintiffs,	:	Case No. 25-cv-1469 (RER) (RML)
	:	
v.	:	
	:	
CITY CARE PLUS PHARMACY LLC D/B/A	:	
HEAL THE WORLD PHARMACY; NABILA	:	
CHAUDHARY; QAISER CHAUDHARY; and	:	
HAMZA CHAUDHARY	:	
	:	
Defendants.	:	

DECLARATION OF SHUMAILA ARSLAN

Shumaila Arslan, of full age, pursuant to 28 U.S.C. § 1746, hereby certifies and declares as follows:

1. I purchased City Care Plus Pharmacy LLC d/b/a Heal the World Pharmacy (the "Pharmacy") on January 24, 2022 from Nabila Chaudhary.
2. On January 24, 2022, I became the sole owner of the Pharmacy.
3. Nabila Chaudhary, Qaiser Chaudhary and Hamza Chaudhary were not owners of the Pharmacy after January 24, 2022.

I declare under penalty of perjury that the foregoing is true and correct.



 Shumaila Arslan

Dated: May 1, 2025