



Absa Bank Tanzania Limited
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PRIVATE AND CONFIDENTIAL

Finance Director,
Dawa Life Sciences (T) Ltd
P.O. Box 16633,
Dar es Salaam.

15th July, 2025

Dear Sir/Madam,

Expression of Interest – Term Loan and Overdraft facilities (the "Transaction")

Absa Bank Tanzania Limited ("Absa") hereby confirms its interest to potentially finance USD 500,000 term loan facility and USD 500,000 Overdraft facility (the "Facilities") in connection with the funding for Purchase of land and for working capital requirements.

Absa's potential funding will be considered in line with the indicative terms and information to be provided by the Company as listed below.

1. Indicative Terms and Conditions

Borrower	Dawa Life Sciences (T) Ltd
Arranger	Absa Bank Tanzania (ABT)
Purpose	Term loan is for Purchase of Land while the Overdraft is intended to finance working capital requirements.

	Type of facility	Sub limit	Pricing
Facilities	Facility 1 - Term loan	USD 500,000.00	3months SOFR+5.15% p.a.
	Facility 2 - Overdraft	USD 500,000.00	3months SOFR+4.78% p.a.

Tenor	<ul style="list-style-type: none">Facility 1 - 5 years.Facility 2 - 12 months renewable.
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Upfront Fee	1.25% on the Facility Amounts.
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Directors: Paul Makanza* (Chairman), Obedi Laiser* (Managing Director), Nina Pendaeli*, Richard Magongo*, Keobaka Mahuma, Selemani Omari*, Peter Ulanga*, Zulfikar Chandoo*, Lulu Ng'wanakilala*, Bernard Tesha* (Chief Finance Officer), Irene Swai* (Ag, Company Secretary) [Tanzanian*, South African**]**

Commitment	1% of the undrawn facility amount payable quarterly in arrears during the availability period.
Security	<ol style="list-style-type: none"> 1. Bank Guarantee from Absa Bank Kenya to the tune of USD 500,000.00. 2. Legal mortgage over financed properties under the name of Dawa life Sciences Tanzania Limited stamped to cover 125% of the facility amount

Further to information provided, we would require the following information to complete our due diligence and credit assessment for submission to credit committees

Information Undertaking	<ol style="list-style-type: none"> 1. Twelve-month Bank statement with other bank with facility 2. Latest audited/draft and management accounts of Dawa Life Sciences (T) Ltd. 3. Projected financial statements (Income statement, Balance Sheet and Cash Flow) covering the duration of the facility (with detailed assumptions including working capital assumptions) for Dawa Life Sciences (T) Ltd. 4. Details of current indebtedness showing (the institution, amount, pricing, tenor, security provided, repayment frequency) 5. Details of the proposed security including valuation report which is not older than 3yrs. 6. Application letter and resolution 7. Profile of key Management and Board 8. Marketing strategy 9. Any other information on the company that will be required for the purpose of and during the credit appraisal. 10. Debtors and Creditors aging
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Voluntary Prepayment: Allowed

The Borrower shall prepay the Facility upon the occurrence of the following events, including but not limited to:

Mandatory Prepayment:	<ol style="list-style-type: none"> a. A change of control of the Borrower (Sponsors cease to control the Borrower) b. Cessation of business c. Disposal of assets of the Borrower d. Insurance proceeds e. Sanctions f. Illegality g. Unlawful Acts h. Failure to pay any sum when due
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Costs and Expenses: The Borrower shall pay all costs and expenses, including legal fees, incurred in relation to the facility and Security Documents. and the legal opinion(s) to be provided to the Bank (if any)

Additional Information: The Borrower will notify the Bank in advance of any plan to change its shareholding, equity structure or management control.

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Conditions Precedent:	<p>The following conditions precedent shall apply to this facility including but not limited to:</p> <ul style="list-style-type: none"> a. Corporate approvals, board resolutions, and constitutional documents shall have been obtained b. Relevant Lender credit committee approvals c. Satisfactory review/completion of all facility related documentation d. Evidence of relevant insurances e. Payment of all fees and expenses f. Authorization/Resolution from the Board of Directors allowing the Borrower to borrow g. Safe to lend - All Security documents duly signed and submitted to the bank h. KYC compliance i. Subordination agreement in the form acceptable to the Bank signed between the Borrower and its Shareholders.
Events of Default:	<p>As Customary for a facility of this nature, including, without limitation:</p> <ul style="list-style-type: none"> a. Insolvency events b. Change of control c. Material adverse effect d. Audit qualification e. Security ceases to be in full force and effect
Representations and Warranties:	<p>The Borrower shall make representations and warranties customary for a facility of this nature. The obligations of the Bank in relation to each drawing will be subject to those representations and warranties which are repeated remaining true and accurate as at the date of the draw down notice and on the first date of each Interest Period</p>
Documentation:	<p>The Facilities shall be documented in Facility Agreement/s and other relevant documentation between the Bank and the Borrower. The Facility Agreement/s will contain standard provisions relating to, inter alia, increased costs, illegality, taxes, market disruption, breakage costs, default interest and changes in currency</p>
Governing Law	Tanzanian Law

We would like to reiterate our keen interest in working with **Dawa Life Sciences (T) Ltd** on this transaction. Please note that this letter merely constitutes a preliminary expression of interest, it does not represent a commitment to the proposed financing, nor does it give rise to any legally binding rights and obligations between us or between Absa and any other person. It is not intended to create any expectation or legal relationship between us, as any offer of financing, including the proposed commercial terms and conditions set out in the table above, will be subject to normal market conditions, as well as receiving the approval of Absa relevant credit committees and the performance of any such due diligence Absa may deem fit. Unless otherwise informed, our expression of interest as indicated in this letter is to remain in place for a period of 3 months from the date of issuance. Please note that this letter and its contents are confidential and may not be disclosed to third parties without Absa's prior written approval.

Should you require any further information or have any questions, please do not hesitate to contact us. We look forward to working with you on this important transaction.

For and On-behalf of Absa Bank Tanzania Limited,



Head of Transnational Banking
Alfred Urasa



Head Large Local Corporates and Public Sector
Christopher Mgani

Accepted for and on behalf of Dawa Life Sciences (T) Ltd

Name:

Designation:

Signature:

