

NEVADA STATE BOARD OF PHARMACY

431 W Plumb Lane – Reno, NV 89509

APPLICATION FOR OUT-OF-STATE PHARMACY LICENSE

\$500.00 Fee made payable to: Nevada State Board of Pharmacy

(non-refundable and not transferable money order or cashier's check only)

Application must be printed legibly or typed

Any misrepresentation in the answer to any question on this application is grounds for refusal or denial of the application or subsequent revocation of the license issued and is a violation of the laws of the State of Nevada.

New Pharmacy or Ownership Change (Provide current license number if making changes: PH _____)
Check box below for type of ownership and complete all required forms.

Publicly Traded Corporation – Pages 1,2,3,7 Partnership - Pages 1,2,5,7
 Non Publicly Traded Corporation – Pages 1,2,4,7 Sole Owner – Pages 1,2,6,7

GENERAL INFORMATION to be completed by all types of ownership

Pharmacy Name: SMA PHARMACY #10.
Physical Address: 1110 E PLEASANT RUN RD, DESOTO TX 75115
Mailing Address: 1110 E PLEASANT RUN RD, DESOTO, TX 75115
City: DESOTO State: TX Zip Code: 75115
Telephone: 877-752-7279 Fax: 972-274-0521
Toll Free Number: 877-752-7279 (Required per NAC 639.708)
E-mail: SYED@Qmed-solutions.com Website: N/A
Managing Pharmacist: SYED SAUEEM License Number: TX-44137

TYPE OF PHARMACY AND SERVICES PROVIDED

- Yes/No
- Retail
 - Hospital (# beds _____)
 - Internet
 - Nuclear
 - Ambulatory Surgery Center
 - Community
 - Other: _____

All boxes must be checked
For the application to be complete

- Yes/No
- Off-site Cognitive Services
 - Parenteral **
 - Parenteral (outpatient)
 - Outpatient/Discharge
 - Mail Service
 - Long Term Care
 - Sterile Compounding **
 - Non Sterile Compounding
 - Mail Service Sterile Compounding **
 - Other Services: _____

**If you check "yes" on any of these types of services, you will be required to make an appearance at the board meeting,

95929

APPLICATION FOR OUT-OF STATE PHARMACY LICENSE

This page must be submitted for all types of ownership.

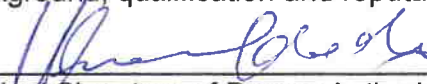
Within the last five (5) years:

- 1) Has the corporation, any owner(s), shareholder(s) or partner(s) with any interest, ever been charged, or convicted of a felony or gross misdemeanor (including by way of a guilty plea or no contest plea)? Yes No
- 2) Has the corporation, any owner(s), shareholder(s) or partner(s) with any interest, ever been denied a license, permit or certificate of registration? Yes No
- 3) Has the corporation, any owner(s), shareholder(s) or partner(s) with any interest, ever been the subject of an administrative action, board citation, site fine or proceeding relating to the pharmaceutical industry? Yes No
- 4) Has the corporation, any owner(s), shareholder(s) or partner(s) with any interest, ever been found guilty, pled guilty or entered a plea of nolo contendere to any offense federal or state, related to controlled substances? Yes No
- 5) Has the corporation, any owner(s), shareholder(s) or partner(s) with any interest, ever surrendered a license, permit or certificate of registration voluntarily or otherwise (other than upon voluntary close of a facility)? Yes No

If the answer to question 1 through 5 is "yes", a signed statement of explanation must be attached. Copies of any documents that identify the circumstance or contain an order, agreement, or other disposition may be required.

I hereby certify that the answers given in this application and attached documentation are true and correct. I understand that any infraction of the laws of the State of Nevada regulating the operation of an authorized pharmacy may be grounds for the revocation of this permit.

I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished on this application are true, accurate and correct. I hereby authorize the Nevada State Board of Pharmacy, its agents, servants and employees, to conduct any investigation(s) of the business, professional, social and moral background, qualification and reputation, as it may deem necessary, proper or desirable.


Original Signature of Person Authorized to Submit Application, no copies or stamps

Umar Fido
Print Name of Authorized Person

1-30-17
Date

Board Use Only	Date Processed: _____	Amount: <u>\$500.00</u>
-----------------------	-----------------------	-------------------------

APPLICATION FOR OUT-OF-STATE PHARMACY LICENSE

OWNERSHIP IS A NON PUBLICLY TRADED CORPORATION

State of Incorporation: Texas

Parent Company if any: SMA Group Inc.

Mailing Address: P.O. Box 1893

City: Mansfield State: TX Zip: 76063

Telephone: 972 274 0256 Fax: 972 274 0521

Contact Person: Syed.

For any corporation non publicly traded, disclose the following:

1) List top 4 persons to whom the shares were issued by the corporation?

a) Usman Iddodo 17 Calloway Ct Mansfield, TX 76063
 Name Address

b) Binta Iddodo 17 Calloway Ct Mansfield TX 76063
 Name Address

c) _____
 Name Address

d) _____
 Name Address

2) Provide the number of shares issued by the corporation. 1000

3) What was the price paid per share? \$10.00

4) What date did the corporation actually receive the cash assets? _____

5) Provide a copy of the corporation's stock register evidencing the above information

List any physician shareholders and percentage of ownership.

Name: N/A %: _____

Name: _____ %: _____

Hours of Operation for the pharmacy:

Monday thru Friday 9:30 am 5:30 pm Saturday _____ am _____ pm

Sunday _____ am _____ pm 24 Hours _____

A Nevada business license is not required, however if the pharmacy has a Nevada business license please provide the number: _____

STATEMENT OF RESPONSIBILITY
FOR PHARMACIES LOCATED OUTSIDE OF NEVADA

I, Usman Idodo

Responsible Person of SMA ~~Corp~~ pharmacy #10

hereby acknowledge and understand that in addition to the corporation's, any owner(s), shareholder(s) or partner(s) responsibilities, may be responsible for any violations of pharmacy law that may occur in a pharmacy owned or operated by said corporation.

I further acknowledge and understand that the corporation's, any owner(s), shareholder(s) or partner(s) may be named in any action taken by the Nevada State Board of Pharmacy against a pharmacy owned by or operated by said corporation.

I further acknowledge and understand that the corporation's, any owner(s), shareholder(s) or partner(s) cannot require or permit the pharmacist(s) in said pharmacy to violate any provision of any local, state or federal laws or regulations pertaining to the practice of pharmacy.

Usman Idodo

Original Signature of Person Authorized to Submit Application, no copies or stamps

Usman Idodo

Print Name of Authorized Person

1/30/17
Date

UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION

IN THE MATTER OF

SMA Pharmacy #20
2603 Oak Lawn Ave, Suite 102
Dallas, Texas 75219

)
)
)
)
)
)

MEMORANDUM OF AGREEMENT

I. Background

SMA Group Inc. d.b.a. SMA Pharmacy #20 was issued Drug Enforcement Administration (DEA) registration number FS0794291, located at 1670 N. Hampton Road, #107, DeSoto, TX 75115, in 2008. This pharmacy is owned by Usman Apealeghie IDODO and his wife Binta IDODO.

In 2013, SMA Pharmacy #20 voluntarily surrendered for cause its DEA registration number FS0794291 due to their filling prescriptions for a non-therapeutic purpose.

On January 27, 2016, SMA Pharmacy #20, now located at 2603 Oaklawn Avenue, Suite 102, Dallas, TX 75219, applied for a new DEA Registration in drug schedules II-V, and was assigned DEA control number W16006354A. On February 10, 2016, SMA Pharmacy #20 updated its physical address regarding its Texas Department of Public Safety (DPS) license number G0209325 to 2603 Oaklawn Avenue, Suite 102, Dallas, TX 75219.

In lieu of initiating an Order to Show Cause to deny the application for registration and in the interest of insuring compliance with the laws and regulations of the Controlled Substances Act, Mr. Idodo, on behalf of SMA Pharmacy #20, and the DEA Dallas Division (each a Party and collectively the Parties) agree to the following terms and conditions set forth in this Memorandum of Agreement (Agreement) as follows:

II. Terms and Conditions

1. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees to notify the DEA Dallas Field Division Office prior to making any modification request which may arise in the ordinary course of business operations, to include a change of address or a new application for an additional business location within the State of Texas or any other state. Mr. Idodo, further agrees to notify the DEA Dallas Field Division Office prior to his selling, transferring or otherwise discontinuing his business as it pertains to controlled substances.

2. Mr. Idodo, on behalf of SMA Pharmacy #20, understands that DEA registrations are issued for the purpose of handling controlled substances and DEA does not issue registrations for the anticipation of handling controlled substances or for any reason not directly related to controlled substances.
3. Mr. Idodo, on behalf of SMA Pharmacy #20, understands and agrees that each inventory shall contain a complete and accurate record of all controlled substances on hand on the date the inventory is taken and shall indicate whether it was completed at opening of business or the close of business.
4. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees that he will provide drug dispensing logs, either written or electronic, regarding hydrocodone 10/325mg and oxycodone 30mg, on a quarterly basis, to the DEA Dallas Field Division Office. The first drug dispensing logs under this term will be due three months from the date that this Agreement commences, see Term 16 below.
5. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees that he will not employ, as an agent or employee who has access to controlled substances, any person who has been convicted of a felony offense relating to controlled substances or who, at any time, had an application for registration with the DEA denied, has had a DEA registration revoked or has surrendered a DEA registration for cause, without first obtaining a waiver from the DEA.
6. Mr. Idodo, on behalf of SMA Pharmacy #20, understands and agrees that if said pharmacy purchases controlled substances utilizing the CSOS electronic ordering system that the pharmacy must electronically link the receipt of controlled substances and said documents must be archived.
7. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees to refrain from dispensing any controlled substances unless there is a legitimate medical and therapeutic need, after having conducted the appropriate due diligence to determine the proper course of treatment.
8. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees to notify the DEA Dallas Field Division Office, in writing, of any action taken by state authorities concerning SMA Pharmacy #20's state license or the pharmacy's authorization to handle controlled substances within five business days from the time he is notified, by any means, of such state action.
9. Mr. Idodo, on behalf of SMA Pharmacy #20, authorizes the Texas State Board of Pharmacy (TSBP) to release any information on the status of any action taken against them by the TSBP to DEA. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees that the

DEA may provide a copy of this Agreement to the TSBP and the Texas DPS upon request.

10. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees that the pharmacy will abide by all Federal, state and local laws and regulations relating to controlled substances and all Agreements, contracts and Consent Orders with all professional boards and state agencies. Accordingly, the obligations imposed on SMA Pharmacy #20 pursuant to this Agreement shall be in addition to, and not in derogation of, all requirements imposed upon SMA Pharmacy #20 pursuant to applicable Federal, state, and local laws and regulations including without limitation and requirements set forth in Title 21 of the United States Code and the regulations promulgated thereunder.
11. Mr. Idodo, on behalf of SMA Pharmacy #20, understands and agrees that any violations of this Agreement may result in the initiation of proceedings to revoke, or immediately suspend and revoke, SMA Pharmacy #20's DEA Certificate of Registration. Mr. Idodo, on behalf of SMA pharmacy, further understands that DEA is not precluded from introducing the Agreement, violations of the Agreement, and any other relevant allegations, whether enumerated herein or not, that preceded or may ensue during or after the effective period of the Agreement, in any future DEA administrative proceedings.
12. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees that DEA personnel may enter the registered location at any time during regular business hours without prior notice in order for DEA to inspect and copy records as permitted under 21 USC § 880 and for verification of compliance with this Agreement. Mr. Idodo, on behalf of SMA Pharmacy #20, agrees to permit entry by DEA personnel under a Notice of Inspection, which will be signed and dated by Mr. Idodo or other employees or agents of SMA Pharmacy #20, and will not require DEA to obtain an Administrative Inspection Warrant, Search Warrant, or other means of entry.
13. By executing this Agreement, Mr. Idodo, on behalf of SMA Pharmacy #20, waives all rights to seek judicial review or to challenge or contest the validity of any terms or conditions of this Agreement. The Agreement may not be modified unless in writing and both Parties agree to such written modification.
14. DEA will provide Mr. Idodo a copy of this Agreement upon its completion and will expeditiously approve SMA Pharmacy #20's pending application as a new registrant in Schedules II-V.
15. The Parties enter into this Agreement with the understanding that the DEA and SMA Pharmacy #20 will abide by its contents in good faith. By signing this Agreement, Mr. Idodo represents that he has read and understands all terms in this Agreement, is duly authorized to act on behalf of SMA Pharmacy #20, and represents that there are no other promises or terms other than what is explicitly contained in this Agreement.

16. The terms and conditions of the Agreement shall commence and remain in effect for a period of three years from the date of signature by the Special Agent in Charge of the DEA Dallas Division.
17. The person signing this Agreement on behalf of the DEA represents that he or she is duly authorized to act on behalf of the DEA and the authority to sign this Agreement has been properly delegated to him or her.
18. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document and all of which in the aggregate shall constitute one and the same Agreement.

ON BEHALF OF SMA PHARMACY #20:

Usman Apealeghie Idodo Date: 5/17/16
Usman Apealeghie Idodo
Owner
SMA Group Inc. d.b.a. SMA Pharmacy #20

FOR THE DRUG ENFORCEMENT ADMINISTRATION:

Calvin C. Bond Date: 5/17/2016
Calvin C. Bond
Acting Special Agent in Charge
Drug Enforcement Administration
Dallas Field Division