

**EXHIBIT 1**

Receipt Number: 946134 Filed: 1/17/2023 12:00 AM

Tracking Number: 74098349

**COPY OF PLEADING PROVIDED BY PLT**

CAUSE NUMBER: 202281248

PLAINTIFF: MIDFIRST BANK

In the 133rd Judicial

vs.

District Court of

DEFENDANT: HEALTHSOURCE HOME CARE INCORPORATED

Harris County, Texas

## CITATION

THE STATE OF TEXAS  
County of Harris

TO: TESFAYE, TEKLE

3740 WROXTON RD

HOUSTON TX 77005

OR WHEREVER HE MAY BE FOUND

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on January 5, 2023, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org).

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this January 12, 2023.



*Marilyn Burgess*

Marilyn Burgess, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002

Generated By: CHANDRA LAWSON

Issued at request of:  
Argeroplos, Victoria N.  
1415 LOUISIANA, 36TH FLOOR  
HOUSTON, TX 77002  
713-220-9197  
Bar Number: 24105799

Tracking Number: 74098349

CAUSE NUMBER: 202281248

PLAINTIFF: MIDFIRST BANK

In the 133rd

vs.

Judicial District Court

DEFENDANT: HEALTHSOURCE HOME CARE  
INCORPORATED

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_\_. M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed at (address) \_\_\_\_\_  
in \_\_\_\_\_ County  
at \_\_\_\_\_ o'clock \_\_\_\_\_. M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Affidavit of Service Attached**

by delivering to \_\_\_\_\_ defendant,  
in person, a true copy of this  
Citation together with the accompanying \_\_\_\_\_ copy(ies) of the  
\_\_\_\_\_ Petition  
attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

FEE: \$ \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

County, Texas  
**Affidavit of Service Attached**  
\_\_\_\_\_  
Affiant

By: \_\_\_\_\_  
Deputy

\_\_\_\_\_, known to me to be  
the person whose signature  
appears on the foregoing return, personally appeared. After being by me duly sworn,  
he/she stated that this citation was executed by him/her in the exact manner recited  
on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

CAUSE NO. 202281248

MIDFIRST BANK

§  
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IN THE 133RD

Plaintiff,

VS.

JUDICIAL DISTRICT COURT

HEALTHSOURCE HOME CARE INCORPORATED

Defendant.

OF HARRIS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

"The following came to hand on Jan 13, 2023, 4:16 pm,

CITATION , PLAINTIFF'S ORIGINAL PETITION WITH EXHIBITS A THROUGH G,

and was executed at 3740 Wroxton Rd, Houston, TX 77005 within the county of Harris at 10:16 AM on Mon, Jan 16 2023, by delivering a true copy to the within named

TEKLE TESFAYE

in person, having first endorsed the date of delivery on same.

I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct."

My name is Clark R. Dickenscheidt, my date of birth is [REDACTED] and my address is 22503 Katy Freeway, Katy, TX 77450, and United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on January 16, 2023.



Clark R. Dickenscheidt  
Certification Number: PSC# 2996  
Certification Expiration: 08/31/2023

**EXHIBIT 2**Receipt Number: 946134  
Tracking Number: 74098350**COPY OF PLEADING PROVIDED BY PLT**

CAUSE NUMBER: 202281248

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PLAINTIFF: MIDFIRST BANK	In the 133rd Judicial
vs.	District Court of
DEFENDANT: HEALTHSOURCE HOME CARE INCORPORATED	Harris County, Texas

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## CITATION

THE STATE OF TEXAS  
County of HarrisTO: TESFAYE, URAIWAN PINWATANA  
3740 WROXTON RD  
HOUSTON TX 77005  
OR WHEREVER SHE MAY BE FOUND

Attached is a copy of PLAINTIFF'S ORIGINAL PETITION.

This instrument was filed on December 15, 2022, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at [TexasLawHelp.org](http://TexasLawHelp.org).

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this January 12, 2023.

*Marilyn Burgess*Marilyn Burgess, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002

Generated By: CHANDRA LAWSON

Issued at request of:  
Argeroplos, Victoria N.  
1401 MCKINNEY STREET STE 1900  
HOUSTON, TX 77010  
713-752-4334  
Bar Number: 24105799



Tracking Number: 74098350

CAUSE NUMBER: 202281248

PLAINTIFF: MIDFIRST BANK

In the 133rd

vs.

Judicial District Court

DEFENDANT: HEALTHSOURCE HOME CARE  
INCORPORATED

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed at (address) \_\_\_\_\_  
in \_\_\_\_\_ County  
at \_\_\_\_\_ o'clock \_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Affidavit of Service Attached

by delivering to \_\_\_\_\_ defendant,  
in person, a true copy of this  
Citation together with the accompanying \_\_\_\_\_ copy(ies) of the  
\_\_\_\_\_ Petition  
attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FEE: \$ \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

County, Texas

Affidavit of Service Attached  
Affiant

By: \_\_\_\_\_  
Deputy

On this day, \_\_\_\_\_, known to me to be  
the person whose signature  
appears on the foregoing return, personally appeared. After being by me duly sworn,  
he/she stated that this citation was executed by him/her in the exact manner recited  
on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_

Notary Public

CAUSE NO. 202281248

MIDFIRST BANK

§  
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IN THE 133RD

Plaintiff,

VS.

JUDICIAL DISTRICT COURT

HEALTHSOURCE HOME CARE INCORPORATED

Defendant.

OF HARRIS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

"The following came to hand on Jan 13, 2023, 4:16 pm,

CITATION , PLAINTIFF'S ORIGINAL PETITION WITH EXHIBITS A THROUGH G,

and was executed at 3740 Wroxton Rd, Houston, TX 77005 within the county of Harris at 08:22 AM on Thu, Jan 26 2023, by delivering a true copy to the within named

URAIWAN PINWATANA TESFAYE

in person, having first endorsed the date of delivery on same.

I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct."

My name is Clark R. Dickenscheidt, my date of birth is [REDACTED] and my address is 22503 Katy Freeway, Katy, TX 77450, and United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on January 26, 2023.



Clark R. Dickenscheidt  
Certification Number: PSC# 2996  
Certification Expiration: 08/31/2023

RECEIPT NO: 946134 TRACKING NO: 74098348

Plaintiff:  
MIDFIRST BANK

vs.

Defendant:  
HEALTHSOURCE HOME CARE INCORPORATED

In The 133rd  
Judicial District Court of  
Harris County, Texas  
201 CAROLINE  
Houston, Texas

**CITATION CORPORATE**

**THE STATE OF TEXAS**  
**County of Harris**

**To: HEALTHSOURCE HOME CARE INCORPORATED (TEXAS CORPORATION) MAY BE SERVED BY  
SERVING ITS REGISTERED AGENT URALWAN PINWATANA TESFAYE  
2215 DORRINGTON ST, HOUSTON TX 77030  
OR WHEREVER IT MAY BE FOUND**

Attached is a copy of: PLAINTIFF'S ORIGINAL PETITION

This instrument was filed on December 15, 2022 in the above cited cause number and court. The instrument attached describes the claim against you.

**YOU HAVE BEEN SUED.** You may employ an attorney. If you or your Attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration date of 20 days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

This citation was issued on January 12, 2023, under my hand and seal of said court.

Issued at the request of:

Argeroplos, Victoria N.  
1401 MCKINNEY STREET STE 1900  
HOUSTON, TX 77010  
713-752-4334  
Bar Number: 24105799



*Marilyn Burgess*

Marilyn Burgess, District Clerk  
Harris County, Texas  
201 CAROLINE Houston Texas 77002  
(PO Box 4651, Houston, Texas 77210)

Generated By: CHANDRA LAWSON

CAUSE NUMBER: 202281248

PLAINTIFF: MIDFIRST BANK

vs.

DEFENDANT: HEALTHSOURCE HOME CARE INCORPORATED

In the 133rd

Judicial District Court of

Harris County, Texas

OFFICER - AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_. M. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Executed at

(Address) \_\_\_\_\_  
in \_\_\_\_\_

**Affidavit of Service Attached**

\_\_\_\_\_ County at o'clock \_\_. M. On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

Delivering to \_\_\_\_\_ defendant, in person, a true copy of this Citation together with the accompanying \_\_\_\_\_ copy (ies) of the «Attachment». Petition attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Fees \$ \_\_\_\_\_

\_\_\_\_\_  
Affiant

By \_\_\_\_\_  
Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Affidavit of Service Attached**

\_\_\_\_\_  
Notary Public

CAUSE NO. 202281248

MIDFIRST BANK

§

IN THE 133RD

§

Plaintiff,

§

VS.

§

JUDICIAL DISTRICT COURT

§

HEALTHSOURCE HOME CARE INCORPORATED

§

Defendant.

§

OF HARRIS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

"The following came to hand on Jan 13, 2023, 4:16 pm,

CITATION , PLAINTIFF'S ORIGINAL PETITION WITH EXHIBITS A THROUGH G,

and was executed at 3740 Wroxton Rd, Houston, TX 77005 within the county of Harris at 08:23 AM on Thu, Jan 26 2023, by delivering a true copy to the within named

HEALTHSOURCE HOME CARE INCORPORATED BY DELIVERING TO ITS REGISTERED AGENT, URALWAN PINWATANA  
TESFAYE

in person, having first endorsed the date of delivery on same.

I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct."

My name is Clark R. Dickenscheidt, my date of birth is [REDACTED], and my address is 22503 Katy Freeway, Katy, TX 77450, and United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on January 26, 2023.



Clark R. Dickenscheidt  
Certification Number: PSC# 2996  
Certification Expiration: 08/31/2023

# EXHIBIT 4

CAUSE NO. 2022-81248

MIDFIRST BANK,	§	IN THE DISTRICT COURT OF
	§	
PLAINTIFF,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
HEALTHSOURCE HOME CARE,	§	
INCORPORATED, URAIWAN	§	
PINWATANA TESHAYE, AND	§	
TEKLE TESHAYE,	§	
	§	
DEFENDANTS.	§	133RD JUDICIAL DISTRICT

## CERTIFICATE OF LAST KNOWN ADDRESS

I hereby certify that:

1. The last known address of Defendant Healthsource Home Care, Incorporated is 2215 Dorrington St., Houston, TX 77030-3209.
2. The last known address of Defendant Uraiwan Pinwatana Tesfaye is 3740 Wroxton Rd, Houston, TX 77005.
3. The last known address of Defendant Tekle Tesfaye is 3740 Wroxton Rd, Houston, TX 77005.

### **JACKSON WALKER LLP**

By: /s/ Victoria Argeroplos  
Christina Vitale  
State Bar No. 24077610  
cvitale@jw.com  
Victoria Argeroplos  
State Bar No. 24105799  
vargeroplos@jw.com  
1401 McKinney, Suite 1900  
Houston, TX 77010  
(713) 752-4548  
(713) 754-6721 (Facsimile)

**ATTORNEYS FOR PLAINTIFF  
MIDFIRST BANK**

# EXHIBIT 5

CAUSE NO. 2022-81248

MIDFIRST BANK,	§	IN THE DISTRICT COURT OF
	§	
PLAINTIFF,	§	
	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
HEALTHSOURCE HOME CARE,	§	
INCORPORATED, URAIWAN	§	
PINWATANA TESFAYE, AND	§	
TEKLE TESFAYE,	§	
	§	
DEFENDANTS.	§	133RD JUDICIAL DISTRICT

STATE OF TEXAS	§
	§
COUNTY OF HARRIS	§

## SERVICE MEMBER AFFIDAVIT

Before me, the undersigned notary, on this day, personally appeared Victoria Argeroplos, a person whose identity is known to me. After I administered an oath to her, she stated:

1. “My name is Victoria Argeroplos. I am over 21 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am an attorney of record for the Plaintiff in the above-entitled and numbered cause, and as such, I am authorized to make this Affidavit.

2. “Healthsource Home Care, Incorporated is a Texas corporation and not an individual and therefore is incapable of being a service member of the United States armed services or a dependent of a service member on active duty.

3. “I have received confirmation from the United States Department of Defense, Defense Manpower Data Center that Defendant Tekle Tesfaye is not in the military. As a result of this investigation I have personal knowledge that Defendant Tekle Tesfaye is not on active duty in the military service and is not a dependent of a service member on active duty, see attached Exhibit A.

4. “I have received confirmation from the United States Department of Defense, Defense Manpower Data Center that Defendant Uraiwana Pinwatana Tesfaye is not in the military. As a result of this investigation I have personal knowledge that Defendant Uraiwana Pinwatana

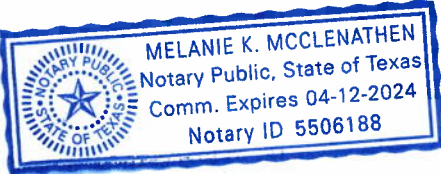
Tesfaye is not on active duty in the military service and is not a dependent of a service member on active duty, see attached Exhibit B.”

Victoria Argeroplos

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

SUBSCRIBED AND SWORN before me, the undersigned Notary Public, by Victoria Argeroplos, on this 31<sup>st</sup> day of March, 2023, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas





# EXHIBIT A



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1898  
 Birth Date: Jan-XX-1952  
 Last Name: TESFAYE  
 First Name:  
 Middle Name:  
 Status As Of: Mar-30-2023  
 Certificate ID: 4W6P0ZQTR5KPZBH

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

# EXHIBIT B



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-7591  
 Birth Date: May-XX-1950  
 Last Name: TESFAYE  
 First Name:  
 Middle Name:  
 Status As Of: Mar-30-2023  
 Certificate ID: H2NJGWZ48TQ5CV5

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director  
 Department of Defense - Manpower Data Center  
 400 Gigling Rd.  
 Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

CAUSE NO. 2022-81248

MIDFIRST BANK,  
  
PLAINTIFF,

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IN THE DISTRICT COURT OF

v.

HARRIS COUNTY, TEXAS

HEALTHSOURCE HOME CARE,  
INCORPORATED, URAIWAN  
PINWATANA TESFAYE, AND  
TEKLE TESFAYE,

DEFENDANTS.

133RD JUDICIAL DISTRICT

**AFFIDAVIT OF PHILIP BOHANON**

STATE OF OKLAHOMA §  
§  
COUNTY OF OKLAHOMA §

I, Philip Bohanon, declare as follows under penalty of perjury:

1. My name is Philip Bohanon. I am over the age of 18 years and am competent to make this sworn statement.

2. I am a Vice President at MidFirst Bank and a custodian of records for MidFirst Bank. Attached to this affidavit are 25 pages of records which are originals or exact duplicates of the originals. These records are kept in the regular course of MidFirst Bank’s business of commercial lending; it is in the regular course of such business for an employee of MidFirst Bank with knowledge of the acts or events recorded to make such records or to transmit information thereof to be included in such records; and the records were made at or near the time of the acts or events recorded or reasonably soon thereafter.

3. On June 17, 2022, Borrower executed a Promissory Note in favor of Plaintiff in the original principal amount of \$100,000.00 (the “Note,” and the indebtedness evidenced thereby, the “Loan”). A true and complete copy of the Note is attached hereto as Exhibit 6-A.

4. Also on June 17, 2022, Borrower executed a Commercial Security Agreement (the “Security Agreement”), wherein Borrower pledged accounts, inventory, furniture, equipment, chattel paper, and general intangibles, among other things (collectively, the “Collateral”), to Plaintiff as security for the Loan. A true and complete copy of the Security Agreement is attached hereto as Exhibit 6-B.

5. Also on June 17, 2022, in connection with the Loan, Guarantor Uraiwan Pinwatana Tesfaye (“Uraiwan”) executed a Commercial Guaranty agreement (the “Uraiwan Guaranty”) in which Uraiwan unconditionally guaranteed “full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of Borrower’s obligations under the Note and the Related Documents” (defined therein). *See Exhibit 6-C*, true and complete copy of the Uraiwan Guaranty, p. 1.

6. Also on June 17, 2022, in connection with the Loan, Guarantor Tekle Tesfaye (“Tekle”) executed a Commercial Guaranty agreement (the “Tekle Guaranty”) in which Tekle unconditionally guaranteed “full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of Borrower’s obligations under the Note and the Related Documents” (defined therein). *See Exhibit 6-D*, true and complete copy of the Tekle Guaranty, p. 1.

7. On June 17, 2022, Plaintiff perfected its security interest by filing a UCC-1 Financing Statement with the Texas Secretary of State under Filing Number 22-0030565013 (the “Financing Statement”). A true and complete copy of the Financing Statement is attached hereto as Exhibit 6-E.

8. Under the Loan Documents, a default includes (but is not limited to) the following:
- a. Borrower’s failure to comply with any other term, obligation, covenant or condition contained in the applicable Note or any of the related documents or any other agreement between Lender and Borrower;
  - b. Defective collateralization;
  - c. False or misleading statements or information;
  - d. Adverse change in Borrower’s financial condition; and
  - e. Lender believes in good faith it is insecure.

*See Exhibits 6-A and 6-B.*

9. Based upon documentation submitted by Borrower to Lender, Borrower’s income was materially lower than the income presented to Lender at the time of origination. Lender in good faith believed it to be insecure and that the prospect or performance under the Loan Documents was impaired.

10. On August 31, 2022, Plaintiff sent a Notice to Borrower and Guarantors of Default Under Loan Documents and Intent to Accelerate letter regarding the Loan (the “Default Notice”), which informed Borrower and Guarantors that the above constituted defaults under the Loan and that Plaintiff intended to accelerate the Loan on September 9, 2022. A true and complete copy of the Default Notice is attached hereto as Exhibit 6-F.

11. On September 26, 2022, Plaintiff sent a Notice to Borrower and Guarantors of Acceleration (the “Acceleration Notice”), which informed Borrower and Guarantors of the

Plaintiff's acceleration of the Loan and demanded payment thereof. A true and complete copy of the Acceleration Notice is attached hereto as Exhibit 6-G.

12. After receiving the Acceleration Notice, Borrower and Guarantors failed to pay the Loan in full.

13. As of March 31, 2023, Plaintiff is owed \$100,000.00 in unpaid principal, plus \$7,983.99 in accrued and unpaid interest and \$299.55 in late charges, for a total of \$108,283.54 outstanding on the Loan (exclusive of attorneys' fees and court costs, which are recoverable under the Loan). Interest continues to accrue at the rate of 17.5% per annum (\$48.61 per diem).

14. Plaintiff was forced to hire counsel to represent it in enforcing the Loan Documents and collecting the amounts owed on the Loan.

15. I have read the foregoing, and I declare under penalty of perjury that the statements made herein are true and correct to the best of my knowledge.



PHILIP BOHANON

STATE OF OKLAHOMA §  
§  
COUNTY OF OKLAHOMA §

Subscribed to and sworn before me on this 3<sup>rd</sup> day of April, 2023, by Philip Bohanon.



Name: Gwendolyn B. Thompson  
Notary Public, State of Oklahoma





ORIGINAL  
LOAN OFFICE



**PROMISSORY NOTE**

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$100,000.00	06-17-2022	07-01-2025	1301470-1	83		14395	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** HEALTHSOURCE HOME CARE, INCORPORATED  
2215 DORRINGTON ST  
HOUSTON, TX 77030-3209

**Lender:** MidFirst Bank  
Business Express  
11001 N Rockwall Ave  
Oklahoma City, OK 73162

**Principal Amount: \$100,000.00**

**Date of Note: June 17, 2022**

**PROMISE TO PAY.** HEALTHSOURCE HOME CARE, INCORPORATED ("Borrower") promises to pay to MidFirst Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Thousand & 00/100 Dollars (\$100,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

**CHOICE OF USURY CEILING AND INTEREST RATE.** The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

**PAYMENT.** Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2025. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning August 1, 2022, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Wall Street Journal U.S. Prime Rate as published in the Wall Street Journal (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each time the prime rate changes, which could be daily. Borrower understands that Lender may make loans based on other rates as well. The index currently is 4.000% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 3.750 percentage points over the index (the "Margin"), rounded to the nearest 0.001 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 7.750%. If Lender determines, in its sole discretion, that the index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Note, Lender may amend this Note by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific index that is unavailable or unreliable. Such an amendment to the terms of this Note will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.000% per annum or more than the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

**INDEX SUBSTITUTION.** Lender's obligation to make or maintain the loan at the interest rate based on the index and margin ("Interest Rate"), will be suspended immediately after Lender provides Borrower a Suspension Notice (defined below) and all interest payable at the Interest Rate will automatically convert to a rate of interest determined by Lender based on an index and margin that is reasonably equivalent to the most recent, reliable interest rate, as determined in good faith by Lender, prior to the date of the Suspension Notice. Lender may only issue a Suspension Notice to Borrower under (C) of the definition of Suspension Notice if Lender issues a similar notice to its other borrowers with loans of similar maturities which are tied to the index and for which Lender has the right to issue such a Suspension Notice. If circumstances further change and nullify the basis on which the Suspension Notice was given, then Lender will notify Borrower of the change and thereafter the unpaid principal balance of the loan will automatically bear interest at the Interest Rate.

"Suspension Notice" means the notice from Lender to Borrower setting forth Lender's good faith determination that (A) the index is not reported, or (B) (as a result of changes to applicable law) it has become unlawful or discouraged for Lender to make or maintain the loan at the interest rate or (C) the index (1) is unreliable or impractical to use for loans tied to any index or for Lender's risk management or hedging related to any such loans, or (2) is no longer the predominant index for variable rate loans made by Lender or its competitors, or (3) no longer permits Lender to achieve (in all material respects) the return on the loan as Lender modeled at the time Lender approved the loan.

**RECEIPT OF PAYMENTS.** All payments must be made in U.S. dollars and must be received by Lender at:

Payment Processing Department  
P.O. Box 78149  
Oklahoma City, OK 73147-2149

All payments must be received by Lender consistent with any written payment instructions provided by Lender.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for





**PROMISSORY NOTE  
(Continued)**

**Loan No: 1301470-1**

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which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: MidFirst Bank, P.O. Box 76149 Oklahoma City, OK 73147-2149.

**LINE OF CREDIT FEE.** Borrower shall pay to Lender a fee ("Line of Credit Fee") in the amount of \$150.00 on an annualized basis, due on the anniversary date of the note.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 6.000 percentage point margin ("Default Rate Margin"). The additional Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

**DISHONORED CHECK CHARGE.** Borrower will pay a processing fee of \$25.00 if any check given by Borrower to Lender as a payment on this loan is dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any



**PROMISSORY NOTE  
(Continued)**

Loan No: 1301470-1

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and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated June 17, 2022 made and executed between HEALTHSOURCE HOME CARE, INCORPORATED and Lender on collateral described as: inventory, chattel paper, accounts, equipment and general intangibles.

**LINE OF CREDIT.** This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: URAIWAN PINWATANA TESFAYE, Vice President of HEALTHSOURCE HOME CARE, INCORPORATED; and TEKLE TESFAYE, President of HEALTHSOURCE HOME CARE, INCORPORATED.

**MINIMUM ADVANCE.** Subject to the terms and conditions contained in this Note, advances will be made in a minimum amount of \$100.00.

**CUT-OFF TIME.** Requests for an advance received before 2:00pm will be made on any day that Lender is open for business, on the day for which the advance is requested.

**CREDIT LIMIT:** Borrower understands that Lender will not ordinarily grant a request for an advance that would cause the unpaid principal of this Note to be greater than the Principal limit. Lender may, at Lender's option, grant such a request without obligating Lender to do so in the future. Borrower will pay any over advances in addition to the regularly scheduled payments. Borrower will repay any over advance by repaying Lender in full within 10 days after the overdraft occurs.

**REQUESTS FOR ADVANCES.** Borrower or anyone Borrower authorizes to act on Borrower's behalf may request advances by the following methods.

- (1) Request made in person.
- (2) Request made through Lender's online banking service: [www.midfirst.com](http://www.midfirst.com).
- (3) Request made by phone.
- (4) Request made by mail.
- (5) Request made by check.
- (6) Request made by Business Express Card
- (7) Overdraft Feature: Borrower will be deemed to have made a request if a check presented for payment from Borrower's DDA Account No.

(the "DDA Account") which if paid would draw the balance to below the "Account Threshold". The Account Threshold is \$0.00 unless Borrower and Lender have agreed to a higher amount. The advance will be deposited into the DDA Account. Subject to the Credit Limit, the amount of the advance will be an amount sufficient to bring the balance in the DDA Account up to the Account Threshold. NOTE: Subject to the terms and conditions contained in this Note, advances for the sole purpose of curing a deficit amount for Borrower's DDA will be made in increments of \$100 unless Borrower and Lender agree otherwise. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure. This revolving line of credit shall not be subject to Ch. 346 of the Texas Finance Code.

**CREDIT AUTHORIZATION.** During the term of this Note, Borrower authorizes Lender for any business purpose (including, without limitation, offering new products and services) to (1) verify or check any information Borrower gives to Lender, (2) check Borrower's credit references, (3) verify Borrower's employment, and (4) if Borrower is a natural person, obtain Borrower's consumer credit reports.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: MidFirst Bank P O Box 258832 Oklahoma City, OK 73125-8832.

**INDEMNIFICATION OF LENDER.** Borrower agrees to indemnify, defend (with Lender's selected counsel), save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including, without limitation, Lender's attorneys' fees), demands, liabilities, penalties, fines and forfeitures of any nature whatsoever that may be asserted against or incurred by Lender, its officers, directors, employees, and agents arising out of, relating to, or in any manner occasioned by (1) this Note or any related documents; (2) the exercise of Lender's rights and remedies under this Note or any related documents (including, without limitation, exercising any rights collateral assigned to Lender under this Note or any related documents); (3) the ownership, use, operation, construction, renovation, demolition, preservation, management, repair, condition, or maintenance of any part of the real or personal property pledged as collateral for this Note; or (4) any failure of Borrower to (a) perform any of its obligations under this Note or related documents or (b) to comply with any environmental or ERISA obligations. The foregoing indemnity provisions shall survive the cancellation or acceleration of this Note.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent



**PROMISSORY NOTE  
(Continued)**

Loan No: 1301470-1

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permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

HEALTHSOURCE HOME CARE, INCORPORATED

By: 

URAIWAN PINWATANA TEFAYE, Vice President  
of HEALTHSOURCE HOME CARE, INCORPORATED

By: 

TEKLE TEFAYE, President of HEALTHSOURCE  
HOME CARE, INCORPORATED



ORIGINAL  
LOAN OFFICE

### BUSINESS EXPRESS CARD AGREEMENT

<b>Principal</b> \$100,000.00	<b>Loan Date</b> 06-17-2022	<b>Maturity</b> 07-01-2025	<b>Loan No</b> 1301470-1	<b>Call / Coll</b> 83	<b>Account</b>	<b>Officer / initials</b> 14395
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or term. Any item above containing "****" has been omitted due to text length limitations.						

**Borrower:** HEALTHSOURCE HOME CARE, INCORPORATED  
2215 DORRINGTON ST  
HOUSTON, TX 77030-3209

**Lender:** MidFirst Bank  
Business Express  
11001 N Rockwell Ave  
Oklahoma City, OK 73162

This BUSINESS EXPRESS CARD AGREEMENT is attached to and by this reference is made a part of the Promissory Note, dated June 17, 2022, and executed in connection with a loan or other financial accommodations between MIDFIRST BANK and HEALTHSOURCE HOME CARE, INCORPORATED.

#### Business Express Card Terms and Conditions

I understand that this Agreement shall supplement the contract and other documents related to my MidFirst Business Express Line of Credit # 1301470-1, under the name of HEALTHSOURCE HOME CARE, INCORPORATED ("Borrower") and that my use of the Business Express Card shall be bound by the terms and conditions thereof, including but not limited to credit limit and payment requirements.

I also acknowledge receipt of the following important information about my Business Express Card:

**Types of Available Advances:** All transactions on your Business Express Card will advance your Business Express Line of Credit. You can use electronic terminals to make purchases.

**Card Use:** The Business Express Card may be used only for purchases.

a) **Purchases** – You may use your Business Express Card for purchases anywhere Visa is accepted. You have the option of using your PIN for point of sale purchases.

The transaction amount will be immediately reflected on your Business Express Line of Credit.

**Limitation on Transactions:**

The per day transaction limits\* are:

- a) Business Express Card Purchase                      **\$2,500**

Lower limits may apply on a temporary basis during mechanical maintenance periods.

\*If you realize that you will need a larger transaction limit for a specific purchase or cash advance need, you may call the MidFirst MoneyLine at 1-888-MIDFIRST (1-888-643-3477) to increase your limit for one day.

**Unauthorized Charges:** If you believe that someone has obtained unauthorized use of your card, notify us immediately by calling 1-888-MIDFIRST (1-888-643-3477), or write us a letter specifically describing the unauthorized charges at the address shown on your bill. Your liability will not exceed the lesser of \$50.00 or the amount of money, property, labor or services obtained by the unauthorized use before notification to us.

**Lost or Stolen Card:** Notify us immediately in the event your card is lost or stolen by calling 1-888-MIDFIRST (1-888-643-3477).

**Charges:** The Business Express Card has no standard charges for use. There may be a charge for replacement or additional card(s) requested as a result of loss or negligence.

MidFirst Bank reserves the right to change transaction limits and card service fees, subject to our giving you notice as required by law.

By signing this document, the Borrower acknowledges that they have received, understand and agree to be bound by the terms of this Business Express Card Agreement and hereby appoint the undersigned as authorized signers on the Business Express Card.

#### Authorized Signers

Printed or Typed Name	Signature	SSN
_____	_____	_____
_____	_____	_____
_____	_____	_____



Loan No: 1301470-1

**BUSINESS EXPRESS CARD AGREEMENT  
(Continued)**

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THIS BUSINESS EXPRESS CARD AGREEMENT IS EXECUTED ON JUNE 17, 2022.

**BORROWER:**

HEALTHSOURCE HOME CARE, INCORPORATED

By:   
URAIWAN PINWATANA TEFAYE, Vice President  
of HEALTHSOURCE HOME CARE, INCORPORATED

By:   
TEKLE TEFAYE, President of HEALTHSOURCE  
HOME CARE, INCORPORATED



ORIGINAL  
LOAN ONLY



**COMMERCIAL SECURITY AGREEMENT**

<b>Principal</b> \$100,000.00	<b>Loan Date</b> 06-17-2022	<b>Maturity</b> 07-01-2025	<b>Loan No</b> 1301470-1	<b>Call / Coll</b> 83	<b>Account</b>	<b>Officer</b> 14395	<b>Initials</b>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** HEALTHSOURCE HOME CARE, INCORPORATED  
2215 DORRINGTON ST  
HOUSTON, TX 77030-3209

**Lender:** MidFirst Bank  
Business Express  
11001 N Rockwell Ave  
Oklahoma City, OK 73162

THIS COMMERCIAL SECURITY AGREEMENT dated June 17, 2022, is made and executed between HEALTHSOURCE HOME CARE, INCORPORATED ("Grantor") and MidFirst Bank ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All of Grantor's accounts, inventory, furniture, equipment, chattel paper and general intangibles, wherever located, now owned or hereafter acquired, more particularly: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Grantor's business. All equipment including machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools. All rights and other rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens), which Debtor may have by law or agreement against any account debtor or obligor of Grantor. All accounts, inventory, chattel paper, general intangibles, now owned or hereafter acquired, wherever located and any all additions, accessions, replacements, substitutions, proceeds and products thereof.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Agreement shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

**FUTURE ADVANCES.** In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.



## COMMERCIAL SECURITY AGREEMENT (Continued)

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**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Texas, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any





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future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least three (3) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS.** Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.





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**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Texas Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter, provided Lender does so without a breach of the peace or a trespass, upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.



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**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Texas.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:



**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

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**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means HEALTHSOURCE HOME CARE, INCORPORATED and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means HEALTHSOURCE HOME CARE, INCORPORATED.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means MidFirst Bank, its successors and assigns.

**Note.** The word "Note" means the Note dated June 17, 2022 and executed by HEALTHSOURCE HOME CARE, INCORPORATED in the principal amount of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 17, 2022.**

GRANTOR:

HEALTHSOURCE HOME CARE, INCORPORATED

By: [Signature]  
URAIWAN PINWATANA TESFAYE, Vice President  
of HEALTHSOURCE HOME CARE, INCORPORATED

By: [Signature]  
TEKLE TESFAYE, President of HEALTHSOURCE  
HOME CARE, INCORPORATED

**ORIGINAL  
LOAN OPS****COMMERCIAL GUARANTY****Borrower:** HEALTHSOURCE HOME CARE, INCORPORATED  
2215 DORRINGTON ST  
HOUSTON, TX 77030-3209**Lender:** MidFirst Bank  
Business Express  
11001 N Rockwell Ave  
Oklahoma City, OK 73162**Guarantor:** URAIWAN PINWATANA TESFAYE  
3740 WROXTON RD  
HOUSTON, TX 77005-2034

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what



**COMMERCIAL GUARANTY  
(Continued)**

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application of payments and credits shall be made on the indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**CREDIT AUTHORIZATION.** For so long as this Guaranty remains in force and effect, Guarantor authorizes Lender for any business purpose (including, without limitation, offering new products and services) to (1) verify or check any information Guarantor gives to Lender, (2) check Guarantor's credit references, (3) verify Guarantor's employment, and (4) if Guarantor is a natural person, obtain Guarantor's consumer credit reports.





**COMMERCIAL GUARANTY  
(Continued)**

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**GUARANTOR GAAP ALTERNATIVE.** Notwithstanding anything to the contrary in this Guaranty, all financial reports required to be provided under this Guaranty shall be prepared in a manner consistent with prior presentations to Lender, certified by the Guaranty as being true and correct; and, all computations made to determine compliance with the financial covenants or requirements in this Guaranty shall be made in a manner consistent with prior presentations to Lender and certified by the Guarantor as being true and correct.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Waive Jury.** Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means HEALTHSOURCE HOME CARE, INCORPORATED and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation URAIWAN PINWATANA TESFAYE, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.



**COMMERCIAL GUARANTY  
(Continued)**

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**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

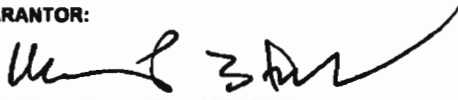
**Lender.** The word "Lender" means MidFirst Bank, its successors and assigns.

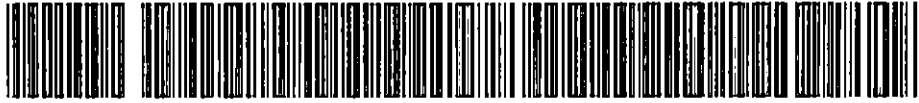
**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JUNE 17, 2022.**

GUARANTOR:

x   
URAWAN PINWATANA TESHAYE

**ORIGINAL  
LOAN OPS****COMMERCIAL GUARANTY****Borrower:** HEALTHSOURCE HOME CARE, INCORPORATED  
2215 DORRINGTON ST  
HOUSTON, TX 77030-3209**Lender:** MidFirst Bank  
Business Express  
11001 N Rockwell Ave  
Oklahoma City, OK 73162**Guarantor:** TEKLE TESFAYE  
3740 WROXTON RD  
HOUSTON, TX 77005-2034

**CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE.** For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

**INDEBTEDNESS.** The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, Lender's reasonable attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as infancy, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

**CONTINUING GUARANTY.** THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

**DURATION OF GUARANTY.** This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation and Lender's written acknowledgment of receipt. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

**GUARANTOR'S AUTHORIZATION TO LENDER.** Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening or otherwise affecting Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what





**COMMERCIAL GUARANTY  
(Continued)**

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application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

**GUARANTOR'S REPRESENTATIONS AND WARRANTIES.** Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

**GUARANTOR'S WAIVERS.** Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor waives all rights of Guarantor under Chapter 43 of the Texas Civil Practice and Remedies Code. Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

**GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS.** Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

**SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR.** Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

**CREDIT AUTHORIZATION.** For so long as this Guaranty remains in force and effect, Guarantor authorizes Lender for any business purpose (including, without limitation, offering new products and services) to (1) verify or check any information Guarantor gives to Lender, (2) check Guarantor's credit references, (3) verify Guarantor's employment, and (4) if Guarantor is a natural person, obtain Guarantor's consumer credit reports.



**COMMERCIAL GUARANTY  
(Continued)**

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**GUARANTOR GAAP ALTERNATIVE.** Notwithstanding anything to the contrary in this Guaranty, all financial reports required to be provided under this Guaranty shall be prepared in a manner consistent with prior presentations to Lender, certified by the Guaranty as being true and correct; and, all computations made to determine compliance with the financial covenants or requirements in this Guaranty shall be made in a manner consistent with prior presentations to Lender and certified by the Guarantor as being true and correct.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Guaranty:

**Amendments.** This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

**Governing Law.** This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions.

**Integration.** Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

**Interpretation.** In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

**Notices.** Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**Waive Jury.** Lender and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Guarantor against the other.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Guaranty. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Guaranty shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Borrower.** The word "Borrower" means HEALTHSOURCE HOME CARE, INCORPORATED and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Guarantor.** The word "Guarantor" means everyone signing this Guaranty, including without limitation TEKLE TESFAYE, and in each case, any signer's successors and assigns.

**Guaranty.** The word "Guaranty" means this guaranty from Guarantor to Lender.



**COMMERCIAL GUARANTY  
(Continued)**

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**Indebtedness.** The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.


**Lender.** The word "Lender" means MidFirst Bank, its successors and assigns.

**Note.** The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED JUNE 17, 2022.**

GUARANTOR:

x   
TEKLE TESFAYE

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Lien Solutions
Representation of filing

This filing is Completed
File Number : 00220030565013
File Date : 17-Jun-2022

A. NAME & PHONE OF CONTACT AT FILER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141
B. E-MAIL CONTACT AT FILER (optional)
uccfilingreturn@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 21540 - MIDFIRST BANK
Lien Solutions 87182333
P.O. Box 29071
Glendale, CA 91209-9071 TXTX

File with: Secretary of State, TX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here [ ] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME
HEALTHSOURCE HOME CARE, INCORPORATED
OR
1b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
2215 DORRINGTON ST HOUSTON TX 77030-3209 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here [ ] and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME
OR
2b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME
MidFirst Bank, a federally chartered savings association
OR
3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
P O Box 268879 Oklahoma City OK 73126-8879 USA

4. COLLATERAL: This financing statement covers the following collateral:

All of Grantor's accounts, inventory, furniture, equipment, chattel paper and general intangibles, wherever located, now owned or hereafter acquired, more particularly: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Grantor's business. All equipment including machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery, shop equipment, office and record keeping equipment, parts and tools. All rights and other rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens), which Debtor may have by law or agreement against any account debtor or obligor of Grantor. All accounts, inventory, chattel paper, general intangibles, now owned or hereafter acquired, wherever located and any all additions, accessions, replacements, substitutions, proceeds and products thereof.

5. Check only if applicable and check only one box: Collateral is [ ] held in a Trust (see UCC1Ad, item 17 and Instructions) [ ] being administered by a Decedent's Personal Representative

8a. Check only if applicable and check only one box.
[ ] Public-Finance Transaction [ ] Manufactured-Home Transaction [ ] A Debtor is a Transmitting Utility [ ] Agricultural Lien [ ] Non-UCC Filing
8b. Check only if applicable and check only one box.

7. ALTERNATIVE DESIGNATION (if applicable): [ ] Lessee/Lessor [ ] Consignee/Consignor [ ] Seller/Buyer [ ] Bailee/Bailor [ ] Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
87182333 11855 1301470-1



August 31, 2022

**VIA FED EX & EMAIL TO:**

*ttesfaye@aol.com*

Healthsource Home Care, Incorporated  
2215 Dorrington Street  
Houston, TX 77030

Tekle and Uraiwan Tesfaye  
3740 Wroxton Road  
Houston, TX 77005

**NOTICE TO BORROWER AND GUARANTORS OF DEFAULT UNDER LOAN  
DOCUMENTS AND INTENT TO ACCELERATE**

Dear Mr. and Mrs. Tesfaye:

Reference is made to a business line of credit no. 1301470-1 (the "Loan") made by MidFirst Bank, a federally chartered savings association (the "Lender") to Healthsource Home Care, Incorporated, a Texas Corporation (the "Borrower") and guaranteed by Tekle Tesfaye and Uraiwan Pinwatana Tesfaye (together "Guarantors").

**The Loan Documents:** The subject Loan is evidenced by certain loan documents (the "Loan Documents") executed by Borrower and/or Guarantors as applicable including, without limitation, the following:

1. Promissory Note dated June 17, 2022 (the "Note"), between the Borrower and Lender, in the original principal amount of \$100,000;
2. Commercial Guaranty agreement dated June 17, 2022 (the "T. Tesfaye Guaranty"), executed and delivered by Guarantor Tekle Tesfaye to Lender, pursuant to which Tekle Tesfaye unconditionally guaranteed payment and performance of Borrower's indebtedness to Lender;
3. Commercial Guaranty agreement dated June 17, 2022 (the "U. Tesfaye Guaranty"), executed and delivered by Guarantor Uraiwan Pinwatana Tesfaye to Lender, pursuant to which Uraiwan Pinwatana Tesfaye unconditionally guaranteed payment and performance of Borrower's indebtedness to Lender;
4. Commercial Security Agreement dated June 17, 2022 (the "Security Agreement"), between Borrower and Lender, in which Borrower granted to Lender a security interest in the collateral described therein, including but not limited to, accounts and equipment.

**Notice of Default.** This letter constitutes notice of certain defaults under the Loan. Borrower is in material default under the Loan Documents of the Loan for (among other events, circumstances, actions, and omissions) the following reasons (collectively, the “Existing Defaults”):

Based upon a recent review of bank statements submitted by Borrower to Lender, Lender believes Borrower’s revenue is significantly lower than what was presented at the time of origination. The deposit amounts shown on Borrower’s bank statements are inconsistent with the annual revenue represented on Borrower’s tax returns. As such, Lender in good faith believes itself to be insecure and that the prospect of payment or performance under the Loan Documents is impaired:

“**Adverse Change.** Any material adverse change occurs in Borrower’s financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.”

“**Insecurity.** Lender in good faith believes itself insecure.”

**Notice of Intent to Accelerate the Loan.** Due to the Existing Defaults described above, Lender is entitled to exercise its rights and remedies under the Loan Documents. Accordingly, Lender hereby provides notice of its intent accelerate the Loan on Friday, September 9, 2022.

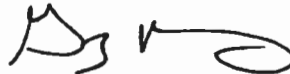
**Notice Limiting Future Advances.** Due to the Existing Defaults described above, Lender has suspended further draws against the Loan as of the date of this Notice.

**Reservation of Rights.** Lender hereby provides notice to Borrower of the Existing Defaults and expressly reserves any and all of the rights, powers, privileges and remedies available to Lender under the Loan Documents and applicable law, in each case, that have arisen or may arise as a result of any Event of Default, including without limitation the Existing Defaults. Please be advised that the acceptance by Lender of any further payments to the extent they do not represent timely or full payment of all amounts due under the Loan Documents, including all accrued and unpaid interest, late fees, attorneys’ fees or other reimbursable expenses, shall not constitute a waiver by Lender of any Event of Default which may exist under the Loan Documents, including without limitation the Existing Defaults.

**Revocation of Prior Lender Representations.** Any and all such prior oral statements and representations and/or written correspondence by or from officers, employees, attorneys, agents or representatives of Lender of any kind are superseded by this letter and are hereby revoked.

If you would like to discuss resolution of these issues, please contact the undersigned immediately.

Sincerely,



Greg Mulkey  
Vice President  
(405) 767-7138  
[greg.mulkey@midfirst.com](mailto:greg.mulkey@midfirst.com)

Christina Vitale  
(713) 752-4400 (Direct Dial)  
cvitale@jw.com

September 26, 2022

**VIA FED EX & EMAIL TO:**

ttesfaye@aol.com

Healthsource Home Care, Incorporated  
2215 Dorrington Street  
Houston, TX 77030

**Via FED EX NO. 7700-3806 8370**

Tekle and Uraivan Tesfaye  
2618 Kimbleton Court  
Houston, TX 77082

**Via FED EX NO. 7700 3811 1021**

**NOTICE TO BORROWER AND GUARANTORS OF ACCELERATION**

Dear Mr. and Mrs. Tesfaye:

Reference is made to a business line of credit no. 1301470-1 (the "Loan") made by MidFirst Bank, a federally chartered savings association (the "Lender") to Healthsource Home Care, Incorporated, a Texas Corporation (the "Borrower") and guaranteed by Tekle Tesfaye and Uraivan Pinwatana Tesfaye (together "Guarantors"). Further reference is made to the Notice to Borrower and Guarantors of Default Under Loan Documents and Intent to Accelerate dated August 31, 2022 (the "Prior Notice"), which contained Notice of certain Defaults (the "Existing Defaults"), each of which remains uncured.

**Loan Balance (as of September 23, 2022)**

Unpaid Principal:	\$100,000.00
Interest:	\$927.07*
Late Charges:	\$0.00
Other Fees:	\$0.00
<b>TOTAL:</b>	<b>\$100,927.07</b>

*\*The interest total above does not include Default Interest. Under the Loan Documents, Lender is entitled to charge Default Interest (an increase of 6.00% to the contract rate of interest) as of the date of default. By not including Default Interest in the interest total above, Lender in no way waives any rights and remedies available to it or the ability to apply default interest as of the date of default.*

**Notice of Acceleration and Demand for Payment.** Due to the Existing Defaults described in the Prior Notice, Lender is entitled to exercise its rights and remedies under the Loan Documents.

33929223v.1



Accordingly, pursuant to the remedies sections of the Loan Documents, Lender hereby accelerates the Loan and formal and final demand is hereby made upon Borrower and Guarantors to pay to Lender the entire Loan Balance in full, plus any accrued sums thereon, in an amount to be calculated by Lender in its sole and absolute discretion, by delivering such sum to Lender on or before 5:00 p.m., CDT on **Wednesday, October 5, 2022 (the "Compliance Deadline")**.

**Legal Fees.** In the event of Borrower's and Guarantors' failure to pay the Loan in full as demanded herein on or before the Compliance Date, Lender will incur legal fees and costs for which Borrower and Guarantors are responsible to pay.

**Exercise of Lender's Rights and Remedies.** In the event that the total amount to pay the Loan in full as demanded herein is not received by Lender (in immediately available U.S. funds) **on or before the Compliance Deadline**, interest will continue to accrue from and after the Compliance Deadline at the default rate as set forth in the Loan Documents and **Lender will exercise its rights and enforce its remedies under the Loan Documents and applicable law which may include, without limitation, appointing a receiver, collecting accounts, repossessing and selling the collateral securing the Loan at a UCC sale and filing a collection lawsuit against Borrower and Guarantors.**

**Revocation of Prior Lender Representations.** An officer or officers of Lender and/or Lender's attorneys or other representatives may have sent Borrower and/or Guarantors written correspondence and/or orally discussed alternatives to "workout" or otherwise resolve Borrower's and Guarantors' Existing Defaults under the Loan Documents and potentially have made representations to Borrower and/or Guarantors concerning Lender forbearing from collecting upon the Loan Documents. **Any and all such prior oral statements and representations and/or written correspondence by or from officers, employees, attorneys, agents or representatives of Lender of any kind are superseded by this letter and are hereby revoked.**

**Time is of the Essence.** This letter shall also serve as notice that despite any past acceptance of late or partial installment payments, any prior reinstatement, any prior negotiations, or any other actual or implied forbearance or course of dealings of any nature by Lender, time is of the essence of this notification and of Borrower's and Guarantors' performance of their obligations under the Loan Documents. **Lender is hereby electing to fully and strictly enforce the terms of the Loan Documents.**

Thank you for your attention to this matter. Please contact me or Greg Mulkey to discuss the matter further.

**This is an attempt to collect a debt. Any information obtained will be used for that purpose.**

Regards,

/s/ Christina Vitale  
Christina Vitale

# EXHIBIT 7

CAUSE NO. 2022-81248

MIDFIRST BANK,	§	IN THE DISTRICT COURT OF
	§	
PLAINTIFF,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
HEALTHSOURCE HOME CARE,	§	
INCORPORATED, URAIWAN	§	
PINWATANA TESFAYE, AND	§	
TEKLE TESFAYE,	§	
	§	
DEFENDANTS.	§	133RD JUDICIAL DISTRICT

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

## AFFIDAVIT OF VICTORIA ARGEROPLOS

Before me, the undersigned notary, on this day, personally appeared Victoria Argeroplos, a person whose identity is known to me. After I administered an oath to her, she stated:

1. “My name is Victoria Argeroplos. I am over 21 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct. I am an attorney of record for the Plaintiff in the above-entitled and numbered cause, and as such, I am authorized to make this Affidavit.

2. I am an associate at the law firm of Jackson Walker LLP (“Jackson Walker”). I was licensed to practice law in the State of Texas in 2017 and have actively practiced law on a full time basis since that time, principally in Harris County. Most of my practice has involved commercial litigation and bankruptcy.

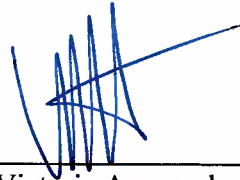
3. Jackson Walker has represented and continues to represent MidFirst Bank (“MidFirst”) in the above-styled and numbered cause. With respect to this matter, I and others have performed legal work on behalf of MidFirst in the above entitled and numbered cause.

4. I am familiar with the factors to be considered regarding the reasonableness of attorney’s fees as set forth in TEXAS DISCIPLINARY RULE OF PROFESSIONAL CONDUCT 1.04 and by the Supreme Court of Texas in *Arthur Andersen & Co. v. Perry Equipment Corp.*, 945 S.W.2d 812, 818 (Tex. 1997). In determining the reasonableness of fees, the relevant factors include: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill

requisite to perform the legal services properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent on results obtained or uncertainty of collection before the legal services have been rendered. *Id.* In addition, I am familiar with the fees customarily charged in Harris County for legal counsel and representation of the nature that has been performed in these proceedings.

5. I have personally performed or have supervised the performance of legal services for and on behalf of MidFirst in this action. I have both kept and reviewed time records relating to the performance of legal services in this action, which are attached hereto. Since September 26, 2022, I performed 1.7 hours of work at the rate of \$585 per hour and 5.7 hours of work at the rate of \$695 per hour, which rates are consistent with rates charged in Harris County for similar types of representation by attorneys with my level of experience. Christina Vitale, a partner at Jackson Walker, performed 1.3 hours of work at the rate of \$695 per hour and 1.5 hours of work at the rate of \$735 per hour, which rates are consistent with rates charged in Harris County for similar types of representation by attorneys with her level of experience. Through March 30, 2023, MidFirst has incurred a total of \$6,962.00 in attorneys' fees and \$876.48 in costs in this action. I anticipate that MidFirst will incur an additional \$4,000 in attorney's fees through a hearing on this motion. It is my opinion that the attorney's fees incurred or to be incurred by MidFirst, as set out above, are reasonable and necessary. It also is my opinion that, should Defendants appeal this case, MidFirst will incur \$10,000 in reasonable and necessary attorney's fees if appealed to the Court of Appeals, and an additional \$15,000 in reasonable and necessary attorney's fees if appealed to the Texas Supreme Court.


I declare under penalty of perjury that the above statements are true and correct."



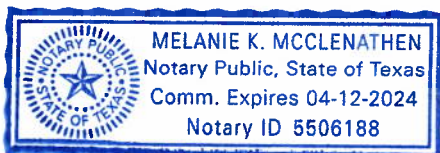
Victoria Argeroplos

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS     §

SUBSCRIBED AND SWORN before me, the undersigned Notary Public, by Victoria Argeroplos, on this 31<sup>st</sup> day of March, 2023, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas





Remit by mail to:  
P. O. Box 130989  
Dallas, TX 75313-0989

Remit by wire or ACH to:

Federal Tax ID: 75-0764921

Payment due upon receipt. Please  
include Invoice No. with remittance.

Ref No.: 218778-00051-LSK3  
(713)752-4353/zahmed@jw.com

Page 1

Invoice No: 1871086  
Invoice Date: 10/20/2022

MidFirst Bank

Re: Healthsource Home Care, Incorporated  
8746823

**FOR LEGAL SERVICES RENDERED** and expenses incurred in connection with the above-referenced matter for the period ending September 30, 2022:

### INVOICE SUMMARY

Total Fees	\$1,898.00
Total Expenses	0.00
<b>Total Due This Invoice:</b>	<b>\$1,898.00</b>

**TIME DETAIL:**

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
09/26/22	C. Vitale	0.8	Evaluate Healthsource loan documents and notice of acceleration draft.
09/26/22	V. Argeroplos	1.7	Review loan documents and bank statements provided by Borrower; prepare acceleration notice; discuss background with C. Vitale; phone call with Bank regarding background and status of discussions with Borrower; revise letter and prepare for mailout today.
09/27/22	C. Vitale	0.5	Evaluate and finalize notice of acceleration.
Total Hours		3.0	

Total Fees \$1,898.00

**SUMMARY BY TIMEKEEPER**

	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
<b>Partner:</b>			
C. Vitale	1.30	695.00	\$ 903.50
Total Partner	1.30		\$ 903.50
<b>Associate:</b>			
V. Argeroplos	1.70	585.00	\$ 994.50
Total Associate	1.70		\$ 994.50
<b>TOTAL</b>	<b>3.00</b>		<b>\$ 1,898.00</b>

**TOTAL DUE THIS INVOICE:** **\$1,898.00**



Remit by mail to:  
P. O. Box 130989  
Dallas, TX 75313-0989

Remit by wire or ACH to:

Federal Tax ID: 75-0764921

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Ref No.: 218778-00051-LSK3  
(713)752-4353/zahmed@jw.com

Page 1

Invoice No: 1892063  
Invoice Date: 02/15/2023

MidFirst Bank

Re: **Healthsource Home Care, Incorporated**  
8746823

**FOR LEGAL SERVICES RENDERED** and expenses incurred in connection with the above-referenced matter for the period ending January 31, 2023:

**INVOICE SUMMARY**

Total Fees	\$2,210.50
Total Expenses	876.48
<b>Total Due This Invoice:</b>	<b>\$3,086.98</b>

**TIME DETAIL:**

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
12/13/22	C. Vitale	1.0	Evaluate draft complaint for lawsuit.
12/14/22	V. Argeroplos	1.1	Review notes on loan documents and borrower/guarantor information; revise petition; prepare exhibits.
12/15/22	V. Argeroplos	0.2	Correspondence with K. Quillian regarding petition; finalize same for filing.
01/12/23	C. Vitale	0.2	Communicate with court clerk regarding service of process.
01/27/23	C. Vitale	0.2	Evaluate status of case and prepare answers to client on case update.
01/27/23	V. Argeroplos	0.2	Meet with C. Vitale regarding litigation strategy; correspondence with Bank to update regarding same; update spreadsheet of open matters.
01/30/23	V. Argeroplos	0.2	Phone call with T. Tesfaye regarding lawsuit and potential workout; correspondence with Bank regarding his proposal.
Total Hours		3.1	

Total Fees \$2,210.50

**SUMMARY BY TIMEKEEPER**

	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
<b>Partner:</b>			
C. Vitale	1.40	735.00	\$ 1,029.00
Total Partner	1.40		\$ 1,029.00
<b>Associate:</b>			
V. Argeroplos	1.70	695.00	\$ 1,181.50
Total Associate	1.70		\$ 1,181.50
<b>TOTAL</b>	<b>3.10</b>		<b>\$ 2,210.50</b>

Expenses:

Color Imaging Expense	6.80
Copying Expense	10.60
Investigation Expense	148.40



Filing Fee -FileTime Invoice: 364.56  
Submission #71047645, Harris  
District Clerk - Civil

Filing Fee -FileTime Invoice: 29.32  
Submission #71523665, Harris  
County - 133rd Civil District Court

Service Fee -VENDOR: CDI 316.80  
Investigations, LLC; INVOICE#:  
235558; DATE: 1/26/2023 -  
Service of Process - attempted on  
Healthsource Home Care Inc at

2215 Dorrington St, Houston, TX  
77030 - Bad Address; Service of  
Process - on Uraivan Pinwatana  
Tsfaye & Healthsource

Home Care Inc at 3740 Wroxton Rd,  
Houston, TX 77005

Total Expenses 876.48

**TOTAL DUE THIS INVOICE: \$3,086.98**

Electronic Bill



Remit by mail to:  
P. O. Box 130989  
Dallas, TX 75313-0989

Remit by wire or ACH to:

Federal Tax ID: 75-0764921

Payment due upon receipt. Please  
include Invoice No. with remittance.

Ref No.: 218778-00051-LSK3  
(713)752-4353/zahmed@jw.com

Page 1

Invoice No: 1897607  
Invoice Date: 03/14/2023

MidFirst Bank

Re: **Healthsource Home Care, Incorporated**  
8746823

**FOR LEGAL SERVICES RENDERED** and expenses incurred in connection with the above-referenced matter for the period ending February 28, 2023:

### INVOICE SUMMARY

Total Fees	\$351.50
Total Expenses	0.00
<b>Total Due This Invoice:</b>	<b>\$351.50</b>

**TIME DETAIL:**

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
02/02/23	C. Vitale	0.1	Communicate with G. Mulkey regarding next steps.
02/06/23	V. Argeroplos	0.1	Reach out to Borrower regarding workout potential.
02/21/23	V. Argeroplos	0.3	Prepare counteroffer to Healthsource; correspondence with Bank regarding same.
Total Hours		0.5	

Total Fees \$351.50

**SUMMARY BY TIMEKEEPER**

	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
<b>Partner:</b>			
C. Vitale	0.10	735.00	\$ 73.50
Total Partner	0.10		\$ 73.50
<b>Associate:</b>			
V. Argeroplos	0.40	695.00	\$ 278.00
Total Associate	0.40		\$ 278.00
<b>TOTAL</b>	<u>0.50</u>		<u>\$ 351.50</u>

**TOTAL DUE THIS INVOICE:** \$351.50



Remit by mail to:  
P. O. Box 130989  
Dallas, Tx 75313-0989

Remit by wire or ACH to:

Federal Tax ID: 75-0764921

Payment due upon receipt. Please  
include Invoice No. with remittance.

Ref No.: 218778-00051-LSK3  
(713)752-4353/zahmed@jw.com

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Invoice No: 0  
Invoice Date: 03/31/2023

MidFirst Bank

Re: Healthsource Home Care, Incorporated  
8746823

FOR LEGAL SERVICES RENDERED and expenses incurred in connection with the above-referenced matter for the period ending March 31, 2023:

### INVOICE SUMMARY

Total Fees	\$2,502.00
Total Expenses	0.00
<b>Total Due This Invoice:</b>	<b>\$2,502.00</b>





**TIME DETAIL:**

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description</u>
03/10/23	V. Argeroplos	0.2	Meet with C. Vitale regarding case status; phone call with bank regarding same.
03/13/23	V. Argeroplos	1.1	Draft motion for default judgment, supporting G. Mulkey affidavit, and judgment.
03/21/23	V. Argeroplos	0.7	Revise motion for default judgment; correspondence with Bank regarding same.
03/30/23	V. Argeroplos	1.6	Prepare exhibits to default judgment motion.
Total Hours		3.6	

Total Fees \$2,502.00

**SUMMARY BY TIMEKEEPER**

	<u>Hours</u>	<u>Rate</u>	<u>Fees</u>
<b>Associate:</b>			
V. Argeroplos	3.60	695.00	\$ 2,502.00
Total Associate	<u>3.60</u>		<u>\$ 2,502.00</u>
<b>TOTAL</b>	<u><u>3.60</u></u>		<u><u>\$ 2,502.00</u></u>

**TOTAL DUE THIS INVOICE:** \$2,502.00

CAUSE NO. 2022-81248

MIDFIRST BANK,	§	IN THE DISTRICT COURT OF
	§	
PLAINTIFF,	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
HEALTHSOURCE HOME CARE,	§	
INCORPORATED, URAIWAN	§	
PINWATANA TESFAYE, AND	§	
TEKLE TESFAYE,	§	
	§	
DEFENDANTS.	§	133RD JUDICIAL DISTRICT

**DEFAULT JUDGMENT**

CAME FOR CONSIDERATION Plaintiff MidFirst Bank’s Motion for No-Answer Default Judgment (the “Motion”) and after considering the pleadings, the Motion, any response thereto, and the arguments of counsel, if any, the Court finds that:

- a) Plaintiff served citation upon Defendants Healthsource Home Care, Incorporated, Tekle Tesfaye, and Uraiwan Pinwatana Tesfaye and received returns of service as reflected in the Court’s file;
- b) The citations and returns of service have been on file with the Court for more than 10 days, exclusive of the day of filing and of the date of the Motion;
- c) Defendants failed to answer or otherwise appear in this case within the time prescribed by the Texas Rules of Civil Procedure;
- d) Plaintiff is entitled to a default judgment against Defendants;
- e) Plaintiff’s damages are liquidated;
- f) All conditions precedent to Plaintiff’s recovery in this suit have occurred, been performed, or been waived; and



g) Plaintiff is entitled to the damages set forth below.

It is therefore ORDERED that:

1. Plaintiff's Motion for No-Answer Default is GRANTED.
2. Plaintiff shall have and recover against Defendants, jointly and severally, the

following amounts:

- a) \$100,000.00 in unpaid principal;
- b) \$7,983.99 in accrued and unpaid interest as of March 31, 2023;
- c) \$299.55 in late charges;
- d) \$6,962.00 in attorneys' fees;
- e) \$876.48 in court costs;
- f) Interest at the rate of 17.25% per annum (\$48.61 per diem) from April 1, 2023 to the date this Default Judgment is paid.

SIGNED: \_\_\_\_\_, 2023.

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JUDGE PRESIDING