

GROUP EXHIBIT E

33002

First Personal Bank 14701 Ravinia, Orland Park, Illinois 60462

708-226-2727 or 800-455-5596 Fax 708-226-9349

EQUIPMENT LEASE # GZ1005

LESSEE (FULL LEGAL NAME) AND ADDRESS
Allied Health Care Services, Inc.
89 Main Street
Orange, NJ 07051

Lessee Contact	Phone	Fax
Charles Schwartz	973-676-3344	

EQUIPMENT LEASED		
Quantity	Equipment Model and Description	Serial Number
	LifeCare Products PLV 102 Home Care Ventilator	124823, 824, 825, 827, 829, 832, 835, 124838, 839, 840, 842, 845, 847, 855, 124856, 857, 858, 861, 862.

TRANSACTION TERMS			
Terms/Months	# of Payments	Payment (plus applicable taxes)	
60	60	\$2,347.50	<input checked="" type="checkbox"/> First and Last Advanced Payments \$4,695.00 (plus applicable tax)
			<input checked="" type="checkbox"/> Documentation Fee \$150.00

Equipment Location if different than Lessee address above

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named above.

IMPORTANT! READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. YOU AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE FEDERAL COURTS OF THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION, AND THE STATE COURTS OF COOK COUNTY, ILLINOIS, YOU AGREE NOT TO REQUEST A CHANGE IN VENUE.

Accepted by:
LESSOR: First Personal Bank
 By [Signature]
 Title SUP
 Date 2-28-06

Proposed by:
LESSEE: Allied Health Care Services, Inc.
 By [Signature]
 Title [Signature]
 Date 2/10/06
 Fed. Tax Id # 2222-78835

UNCONDITIONAL GUARANTY

In consideration of Lessor entering into the above Lease in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Lessor, its successors and assigns, the prompt payment and performance of all obligations under the Lease. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed directly against the undersigned without disposing of my security or seeking to collect from Lessee, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Lessor may renew, extend or otherwise change the terms of the Lease without notice to the undersigned and the undersigned will be bound by such changes and (d) the undersigned will pay all of Lessor's costs of enforcement and collection, including reasonable attorneys' fees. This guaranty survives the bankruptcy of Lessee and binds the undersigned's Administrators, successors and assigns. The undersigned's obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agree not to seek to be repaid by Lessee in the event the undersigned must pay Lessor. **THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS. THE UNDERSIGNED AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS OF COOK COUNTY, ILLINOIS AND THE FEDERAL COURTS OF THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION. THE UNDERSIGNED FURTHER AGREE NOT TO REQUEST A CHANGE OF VENUE.**

PERSONAL:	<u>Charles Schwartz</u>	PERSONAL:	
By	<u>[Signature]</u>	By	
Address	<u>3 Anna, Budd Lake, NJ 07051</u>	Address	

1. LEASE. Subject to the terms of this Lease you agree to lease from us the Equipment described in Schedule A attached to this Lease. **CANCEL IT DURING THE FULL LEASE TERM.** You agree to be bound by all the terms of this Lease. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as to the delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease you assign your rights, but not your obligations under it, to us. **RENT.** You agree to pay us rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, prior to the time that you accept the Equipment. We will advise you as to the due date of each Rent payment. **ADVANCE RENT.** You agree to pay us advance rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, prior to the time that you accept the Equipment. We will advise you as to the due date of each Rent payment. **SECURITY DEPOSIT.** You agree to pay us a Security Deposit of \$2000.00 (two thousand dollars) upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as to the delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease you assign your rights, but not your obligations under it, to us. **ADVANCE RENT TO THE LAST RENT PAYMENT.** You authorize us to charge the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to your purchase of the Equipment. **UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT FOR ANY REASON WHATSOEVER. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NEITHER THE VENDOR NOR THE MANUFACTURER OF THE EQUIPMENT NOR ANY OF THEIR EMPLOYEES OR AGENTS, ARE OUR AGENT, AND NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU AGREE NOT TO SEEK CONSEQUENTIAL DAMAGES AGAINST US. You are aware of the names of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Lease, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the manufacturer of the Equipment. **TITLE AND SECURITY INTEREST.** The Equipment is and shall remain our sole property during the Lease Term. In the event this document is construed as an installment sales contract and not a lease, you hereby grant to us a first priority perfected security interest in the Equipment and all attachments, improvements, accessories and repairs related thereto, as well as all proceeds from any sale of the Equipment, and all insurance proceeds. Unless you are in default under this Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. You hereby appoint us (or our agent) as your true and lawful attorney-in-fact to affix our signature to LCO financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. **USE, MAINTENANCE AND REPAIR.** You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's condition, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment. **TAXES.** You agree that you will pay when due, either directly or by reimbursing us, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (including taxes based on our net income) and, if we ask, you will provide us with proof of payment. We do not have to consent to any tax assessments. For Lessees with a Bated Purchase Option, (a) you agree to pay us for the loss of any income tax benefits caused by your actions, and (b) you shall provide us with proof of payment. We do not have to consent to any tax assessments. For Lessees with a Bated Purchase Option, (a) you agree to pay us for the loss of any income tax benefits caused by your actions, and (b) you shall provide us with proof of payment. We do not have to consent to any tax assessments. For Lessees with a Bated Purchase Option, (a) you agree to pay us for the loss of any income tax benefits caused by your actions, and (b) you shall provide us with proof of payment. We do not have to consent to any tax assessments. **INDEMNITY.** We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, refection, loss or destruction of the Equipment. You shall be responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, refection, loss or destruction of the Equipment. You shall be responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, refection, loss or destruction of the Equipment. **LOSS OR DAMAGE.** You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until it is returned to us. The loss or destruction of the Equipment does not relieve you of any of your obligations under this Lease. If any item of the Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If you have established your obligations under this Section 11, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds in full to reduce your obligations under Section 14 of this Lease. **INSURANCE.** You agree to (a) keep the Equipment fully insured against loss, naming us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may request, naming us as additional insured, and that you have met all of your obligations under this Lease. Your insurance policy shall provide that our rights will not be invalidated by acts, omissions or neglect of any proposed canceller at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense. You will pay all insurance premiums and related charges. **DEFAULT.** You will be in default under this Lease if any of the following happen: (a) you do not receive any Rent or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any federal bankruptcy or insolvency law, or (d) for individual(s) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Lease shall prove to have been false or misleading in any material respect, or (f) you or any of your guarantors break any promise made in this Lease or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates). **REMEDY.** Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) an amount equal to our reasonable estimate of the fair market value of the equipment as of the end of the Lease Term, and (c) as determined by us in our reasonable judgment (plus any applicable taxes), or (b) exercise any right at law or at equity, including, but not limited to, all rights and remedies under the Uniform Commercial Code, We have the right to require you to make the equipment available to us for repossession during our reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so. We have the right to require you to make the equipment available to us for repossession during our reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so. We have the right to require you to make the equipment available to us for repossession during our reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so. **YOUR OPTIONS AT END OF LEASE.** At least thirty (30) days prior to the expiration of the Lease Term or any Renewal Term (as such term is defined below), you shall give us written notice of your intention at the end of the Lease Term or such Renewal Term to either (a) purchase all but not less than all of the Equipment for the fair market value of the Equipment, as determined by us in our reasonable judgment (plus any applicable taxes), or (b) return the Equipment to us in accordance with Section 16. If you fail to provide us with such thirty (30) days prior written notice, or having notified us, you fail to return the Equipment in accordance with Section 16, the term of this Lease shall automatically renew for an additional term of three (3) months (each, a "Renewal Term") and all of the provisions of this Lease shall continue to apply, including your obligation to pay Rent. We reserve the right to limit the number of Renewal Terms available to you. **WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXCEPT AS INDICATED,** upon payment of the agreed upon purchase price including all applicable taxes, we will transfer the right to the Equipment to you. **RETURN OF EQUIPMENT.** If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, you will immediately return the Equipment to us at the location(s) designated in accordance with Section 7, and in "Average Saleable Condition". "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user, or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Rent until the Equipment is received and accepted by us. **YOUR REPRESENTATION.** You state for your benefit that as of the date of this Lease (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Lease, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition. **YOUR PROMISES.** In addition to the other provisions of this Lease, you agree during the term of this Lease (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in the ownership of your business, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Lease. **ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE, OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, UNLESS WE HAVE GIVEN OUR WRITTEN CONSENT.** You will not assign, pledge, sub-lease, or part with possession of the Equipment to any third party, without our prior written consent. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may have in the Equipment. We may, without notifying you, sell, assign, or transfer this Lease and our interest in the Equipment. You agree that if we do so your rights will be subordinate to the new owner and the new owner (and subsequent owners) will have the same rights and benefits that we have hereunder, but will not have to perform any of our obligations. You agree that if we do so your rights will be subordinate to the new owner and the new owner (and subsequent owners) will have the same rights and benefits that we have hereunder, but will not have to perform any of our obligations. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree to respond to any requests about this Lease and the Equipment will not relieve us of any obligations we may have to you under this Lease. If you are given notice of a new owner of this Lease, you agree to respond to any requests about this Lease and the Equipment will not relieve us of any obligations we may have to you under this Lease. **COMPLIANCE WITH LAWS.** You understand that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and that you have agreed to pay Rent. **MISCELLANEOUS.** This Lease contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of this Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** If a court may change you (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of \$49.00 to cover our documentation and investigation costs. **NOTICE.** All of our written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Lease, or by facsimile transmission to our facsimile address or facsimile telephone number by giving notice to the other of the change. **WAIVERS.** WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. TO THE EXTENT YOU ARE PERMITTED BY APPLICABLE LAW YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A (SECTIONS 2A-201-2A-207) OF THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO YOUR RIGHTS TO: (a) cancel or rescind this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which requires us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due, or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. **ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT.** We will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

PURCHASE OPTION AGREEMENT

(\$1.00)

EQUIPMENT LEASE NUMBER: GZ1005

Date: February 8, 2006

Lessor: First Personal Bank

Lessee: Allied Health Care Services, Inc.

Equipment: LifeCare Products PLV 102 Home Care Ventilator. S/N: 124823, 824, 825, 827, 829, 832, 835, 124838, 839, 840, 842, 845, 845, 847, 855, 124856, 857, 858, 861, 862.

This Purchase Option Agreement ("Agreement") shall amend the Equipment Lease Agreement by and between the above Lessor ("Lessor") and the above Lessee (Lessee") with reference to the above Lease transaction ("Lease"). All terms and conditions of the Lease not inconsistent with this Agreement shall be and remain in full force and effect.

Lessor hereby agrees that if the above Lessee maintains its account with Lessor in good order and makes prompt and timely payments, after all sums owed to Lessor have been paid in full, Lessee may purchase the above Equipment "AS IS", "WHERE IS" at the end of the lease term for:

Purchase Price of \$1.00 plus applicable taxes and fees.

The parties intend and agree that a photocopy or facsimile of this document with their signature thereon shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules.

Lessee: Allied Health Care Services, Inc.

By: Charles K Schwartz
(Authorized Signature)

CHARLES K SCHWARTZ 2/10/06
(Print Name) (Date)

Accepted by Lessor:

First Personal Bank

[Signature] 3 VP 2.22.06
(Signature) (Date)

\$TPO:rf

SCHEDULE E

Addendum, to Lease Agreement ("Agreement") dated 2-10, 2006 between FIRST PERSONAL BANK (Lessor") and Allied Health Care Services, Inc. ("Lessee").

1. The Lessee is engaged in the business of renting Equipment of the kind described as "Equipment" as described in Equipment Description of the Lease Agreement. Lessee and Lessor agree that Lessee may sublease or rent the Equipment but subject to the Agreement and this Rental Addendum, to the extent applicable, and only in the regular course of Lessee's rental business. Upon termination of any such rental, Lessee may remove the Equipment to other locations, without prior consent of Lessor. In no event shall Lessee remove or permit the Equipment to be removed outside the state where Lessee's principal address is located, as stated in the Agreement, without prior written consent of Lessor.
2. To further secure payment of all Lessee's obligations under the Agreement, and this Rental Addendum, Lessee hereby:
 - a. Grants to Lessor a security interest in, and assigns to Lessor all rental contracts arising from rental of the Equipment which may now exist or hereafter arise (the "Rental Contracts"), together with all rights thereunder and all proceeds, monies, rentals and other payments (including proceeds of purchase options and renewals pursuant to the terms hereof) due and to become due thereunder ("Rentals"). Until the occurrence of an Event of Default (as defined in the Agreement), Lessee shall have the right to receive Rentals. In the event of an occurrence of an Event of Default, Lessee will permit Lessor to collect Rentals from Lessee's customers and shall instruct customers to forward such Rentals directly to Lessor.
 - b. Agrees to take reasonable steps to protect Lessee's interest in the Collateral against such customers or creditors of the customers. No rental or sublease of the Equipment subject hereto shall release Lessee from any of its obligations to Lessor hereunder the Agreement.
 - c. Agrees that no Rental Contract shall grant any equity or purchase option to the customer thereunder, and no customer shall be permitted to prepay any Rental Contract by more than thirty (30) days.
 - d. Lessee must be responsible for maintaining records showing the location of each piece of leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the lease, which shall default shall be governed by the terms and conditions specified in default paragraph of the Lease Agreement.

Subrentals

Lessee agrees that Lessee shall insert a provision in any Rental Contract prohibiting its customers from subrenting the collateral to anyone without the express written consent of Lessor or its assignee.

Dated 2-22, 2006

Lessor: FIRST PERSONAL BANK

By: [Signature]
Title: BVP

Lessee: Allied Health Care Services, Inc.

By: [Signature]
Title: Pres Date: 2/10/06

DELIVERY AND ACCEPTANCE

TO: FIRST PERSONAL BANK

LEASE # GZ1005

The undersigned hereby certifies that all the Equipment in the above referenced Equipment Lease Agreement ("Lease"), between First Personal Bank, Lessor, and Lessee, is in accordance with the terms of the Lease, has been delivered, inspected, installed, is in good working condition, and accepted by the undersigned as satisfactory. The decals, labels, etc., if required and supplied, have been affixed to the Equipment as listed in the Lease. The undersigned hereby approves payment by you to the Supplier.

LESSEE: Allied Health Care Services, Inc.

By: Charles H. Murray

Title: Pres.

Date: 2/10/06

I HEREBY AUTHORIZE James R. [unclear], Title Warehouse Mgr TO ORALLY VERIFY MY/OUR ACCEPTANCE OF THE ABOVE REFERENCED EQUIPMENT IN MY ABSENCE.

IMPORTANT: THIS DOCUMENT HAS LEGAL AND FINANCIAL CONSEQUENCES TO YOU. DO NOT SIGN THIS DOCUMENT UNTIL YOU HAVE ACTUALLY RECEIVED ALL OF THE EQUIPMENT AND ARE COMPLETELY SATISFIED WITH IT.

The parties intend and agree that a carbon copy, photocopy, or facsimile of this document with the authorized signature thereon shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an original-signature document for all purposes, including all matters of evidence and the "best evidence" rules.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone:(800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address)	515847 IFIRSTPERS
UCC Direct Services	7073752
P.O. Box 29071	NJNJ
Glendale, CA 91209-9071	

Representation of electronic filing.
Filing Number: 23425958
Filing Date: 2/23/2006 6:25:12 PM

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ALLIED HEALTH CARE SERVICES, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 89 MAIN STREET			CITY ORANGE	STATE NJ	POSTAL CODE 07051	COUNTRY
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION NJ	1g. ORGANIZATIONAL ID #, if any 0100097128 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME FIRST PERSONAL BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 14701 RAVINIA AVENUE			CITY ORLAND PARK	STATE IL	POSTAL CODE 60462	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

LifeCare Products PLV 102 Home Care Ventilator. S/N: 124823, 824, 825, 827, 829, 832, 835, 124838, 839, 840, 842, 845, 845, 847, 855, 124856, 857, 858, 861, 862.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

7073752 GZ1005 GRAZYNA DRAG

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
G. DRAG	708-226-2727
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
FIRST PERSONAL BANK 14701 RAVINIA AVE ORLAND PARK, IL 60455	
NJ, Secretary of State	

FILING NUMBER: 23425958
FILING DATE: 23-JUN-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 23425958	2/23/2006	1b. This FINANCING STATEMENT AMENDMENT is to be filed [(for record) (or recorded)] in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address; Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME ALLIED HEALTH CARE SERVICES, INC.

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME ABL Financial LLC

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS 600 N Buffalo Grove Rd

CITY	STATE	POSTAL CODE	COUNTRY
Buffalo Grove	IL	60089	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME FIRST PERSONAL BANK

OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA G. DRAG GZ1005
42156604 Debtor name: ALLIED HEALTH CARE SERVICES, INC.

ASSIGNMENT OF LEASE SCHEDULES

First Personal Bank ("Assignor") does hereby sell, assign, transfer, convey and grant to AEL Financial, LLC ("Assignee"), its successors and assigns without recourse, subject to the terms and conditions herein, those certain Equipment Lease Schedules listed on the attached Exhibit 1, (the "Agreements" or "Leases") including all payments due and to become due under the Agreements, all right, title, and interest in the Agreements, a security interest in and to the property described in the Agreements, all Assignor's rights and remedies thereunder, and the right either in Assignee's own behalf or in Assignor's name to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, but for this Assignment.

Assignor represents that it has taken commercially reasonable efforts to confirm that the Agreements and all related instruments are genuine, enforceable and that the Agreements are the only one executed by Assignor with respect to said property; all statements therein contained are true; the property described in the Agreements has been delivered to, and accepted by, the respective obligors in condition satisfactory to the respective obligors, and Assignor has complied with all its warranties and other obligations to obligors.

Assignor represents that it has taken commercially reasonable efforts to confirm that the Agreements are in full force and effect and that Assignor has not assigned or pledged and hereby covenants that it will not assign or pledge, so long as this instrument of assignment shall remain in effect, the whole or any part of the rights hereby assigned, to anyone other than Assignee, its successors and assigns.

Assignee shall have no obligations of Assignor under the Agreements.

Assignor agrees to make payment to Assignee the amount of each and every sum payable under the Agreements, and shall not be subject to any claim defense, counterclaim, recoupment set-off whatsoever.

All Assignor's right, title and interest assigned hereunder may be reassigned by Assignee and any subsequent Assignee. It is expressly agreed that, anything herein contained to the contrary notwithstanding, Assignor's obligations under the Agreements may be performed by Assignee or any subsequent Assignee without releasing Assignor therefrom, the Assignee shall not by reason of this Assignment, be obligated to perform any of Assignor's obligations under the Agreements or to file any claim or take any other action to collect or enforce any payment assigned hereunder, other than any obligations or other action to collect or enforce any payment assigned hereunder set forth in the Servicing Agreement entered into between the Assignor and Assignee.

Assignor waives presentment and demand for payment, protest or notice of nonpayment and notice as to all agreements and all related documents now and hereafter assigned or endorsed and any rights Assignor may now or hereafter have or acquire by reason of payment to Assignee of any payments under the Agreements.

Assignor hereby constitutes Assignee, its successors and assigns, Assignor's true and lawful attorney, irrevocably, with full power (in our name or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all rents and claims for money due and to become due under, or arising out of the Agreements, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to Assignee or any subsequent Assignee seem necessary or advisable to enforce the Agreements. Assignor shall have no authority, without Assignee's prior written consent, to accept payments or other collections, repossess or consent to the return of the property described in the Agreements, or modify the terms of said contract.

Agreed and Accepted

Assignor: FIRST PERSONAL BANK

Assignee: AEL FINANCIAL, LLC

By:



By:



Title:

SENIOR VICE PRESIDENT

Title:

CEO

Date:

9-13-06

Date:

9/13/06

Exhibit 1

Lease	Name	Original Receivable	Residual Receivable	Unearned Income	PO 8/15 gen 8/11	Payment Start Date	Payment Start Date	Payment Start Date	Payment Start Date	Fixed Payment Date	Advance Payments	Lease Term	Sale Price 8.25 & 8.40 Rate
D00429	RLT Sign Company LLC DBA	7,107.20	\$ 1.00	467.07	8,641.19	2003	2003	2003	2003	5/15/2003	355.36	60	5,960.26
DE0621	Tatiana, Inc. DBA Century	5,194.53	\$ 1.00	391.24	4,774.29	2003	2003	2003	2003	7/1/2003	245.93	60	4,574.92
DE1563	Auto Center, Inc. DBA	24,046.40	\$ 1.00	1,454.29	22,592.11	2003	2003	2003	2003	9/15/2003	1,172.58	60	20,792.70
DF0805	Wells Sports Center, Inc.	24,622.76	\$ 1.00	1,430.07	23,194.69	2003	2003	2003	2003	9/15/2003	1,591.02	60	13,840.58
DG0707	Adams Funeral Home	18,390.71	\$ 1.00	1,025.97	15,265.74	2003	2003	2003	2003	7/14/2003	1,591.02	60	60,319.45
DG1708	TUS, LLC DBA Pest Street	71,245.02	\$ 1.00	4,998.40	66,279.62	2003	2003	2003	2003	7/30/2003	8,759.42	60	45,792.80
DH1825	Carbon Waspskill Travel	51,822.22	\$ 1.00	4,100.98	47,722.54	2004	2004	2004	2004	11/18/2003	379.91	60	9,188.78
EAH121	Peppaz, Inc.	10,843.36	\$ 1.00	1,025.76	9,820.65	2004	2004	2004	2004	2/25/2004	0	60	14,374.75
EB0213	CMHC Systems, Inc.	19,538.64	\$ -	328.9	19,311.74	2004	2004	2004	2004	4/20/2004	0	36	5,822.25
EC0810	Webcor Ltrn Services,	6,958.12	\$ 1.00	158.59	6,803.53	2004	2004	2004	2004	5/4/2004	0	36	7,082.45
EC0830	RLT Sign Company LLC DBA	8,121.00	\$ 1.00	857.85	7,263.15	2004	2004	2004	2004	4/8/2004	270.7	60	7,082.45
EF0622	Crab, Eddie aka Eddie	62,788.90	\$ 1.00	5,708.59	47,181.81	2004	2004	2004	2004	8/20/2004	1,508.54	60	44,312.61
EF0825	Classic Dots, Inc.	8,471.87	\$ 1.00	224.76	8,248.21	2004	2004	2004	2004	7/7/2004	941.33	36	7,298.88
EG1707	Robbie's Floor Coverings,	8,184.51	\$ 1.00	213.52	7,971.99	2004	2004	2004	2004	7/13/2004	0	36	7,051.20
EG1728	Robbie's Floor Coverings,	8,289.57	\$ 1.00	188.96	6,100.61	2004	2004	2004	2004	7/13/2004	589.87	36	4,953.83
EH1803	Groves-Eden Corporation	18,958.90	\$ 1.00	2,158.70	16,800.20	2004	2004	2004	2004	9/19/2004	557.85	60	16,306.57
EH1803	Glester State Electric	25,104.98	\$ 1.00	2,779.81	22,326.05	2004	2004	2004	2004	8/4/2004	697.38	60	21,634.72
EL1205	Paloma Recreation, Ldb	8,186.26	\$ 1.00	989.99	7,196.27	2004	2004	2004	2004	9/13/2004	0	48	6,183.52
EL1206	Professional Insurance	11,253.16	\$ 1.00	1,054.15	10,200.01	2005	2005	2005	2005	12/28/2005	402.97	48	9,548.88
FP0715	EVEREADY DRYALL, INC.	30,075.72	\$ 1.00	3,130.35	26,945.37	2005	2005	2005	2005	1/29/2005	894.58	48	25,261.41
FK1123	Tatiana, Inc. DBA Century	7,125.39	\$ 1.00	915.83	6,209.56	2005	2005	2005	2005	7/19/2005	187.51	60	5,948.89
FL1207	Richmond First LLC DBA	40,200.81	\$ 1.00	5,074.50	35,127.31	2005	2005	2005	2005	1/10/2004	0	60	34,288.54
FL2208	Buckeye Collision and	34,576.38	\$ -	4,287.89	30,288.49	2005	2005	2005	2005	1/4/2005	912.51	60	30,354.93
FL2220	Andrew Trucking, Inc.	19,946.40	\$ -	2,415.94	17,220.58	2005	2005	2005	2005	1/6/2005	481.16	60	16,366.11
FL2223	Andrew Trucking, Inc.	39,584.88	\$ -	4,869.33	34,715.55	2005	2005	2005	2005	1/6/2005	0	60	32,877.46
FM0121	RLT Sign Company, LLC	26,088.40	\$ -	3,538.90	22,550.50	2005	2005	2005	2005	2/1/2005	582.41	60	22,199.00
FM2103	Allikas, Inc. DBA	13,935.12	\$ -	1,160.44	11,874.68	2005	2005	2005	2005	1/18/2005	465.54	48	11,081.30
FN1208	Ironhorse of San Antonio,	43,969.07	\$ -	8,106.45	37,862.62	2005	2005	2005	2005	3/2/2005	1,072.27	60	37,296.41
FN2223	Wren Development	11,269.00	\$ 1.00	1,236.24	10,060.4	2005	2005	2005	2005	4/7/2005	375.6	48	9,827.00
FN4223	Sign Service, LTO, The	8,187.84	\$ 1.00	418.25	7,770.59	2005	2005	2005	2005	3/11/2005	484.88	36	6,982.63
FO2831	Helm, Doug DBA PDH	19,185.99	\$ -	1,809.40	17,357.59	2005	2005	2005	2005	3/11/2005	818.28	48	16,176.51
FP0415	P.A. Amusements, LLC	73,229.82	\$ -	9,700.78	63,529.04	2005	2005	2005	2005	4/20/2005	1,708.34	60	60,748.32
FP2401	Pen Holdings, LLC	68,094.39	\$ 1.00	8,733.54	59,360.85	2005	2005	2005	2005	4/25/2005	1,573.71	60	56,059.34
FO0803	4100 Loop 410, Ltd. DBA	126,149.10	\$ -	18,904.98	107,244.11	2005	2005	2005	2005	8/15/2005	2,742.35	80	105,881.84
FQ1510	Workout Club and Wellness	29,833.82	\$ -	3,238.18	26,595.64	2005	2005	2005	2005	6/8/2005	928.08	48	25,726.12
FR2802	Foundation of Truth Baptist	73,238.00	\$ 1.00	11,407.21	61,831.79	2005	2005	2005	2005	6/8/2005	1,584.5	60	61,761.53
FR2803	Vause, Quinlan R. dba	6,107.72	\$ 1.00	484.86	5,613.86	2005	2005	2005	2005	5/9/2005	282.59	36	5,186.42
FR2828	Costume Craze, LLC	37,041.84	\$ 1.00	4,788.35	32,273.49	2005	2005	2005	2005	6/20/2005	1,122.47	48	32,000.81
FS0708	Mt. Vernon Realty, LLC	22,878.95	\$ 1.00	3,483.78	19,395.17	2005	2005	2005	2005	7/14/2005	503.83	60	19,394.81
FS0711	Rockroads, Inc.	22,507.34	\$ -	3,318.14	19,189.2	2005	2005	2005	2005	8/10/2005	488.29	60	18,631.26
FS1705	Richmond First LLC DBA	22,191.22	\$ 1.00	3,203.52	18,988.	2005	2005	2005	2005	8/10/2005	472.18	60	18,172.08
FS1712	House of Norway, Inc.	91,163.25	\$ 1.00	12,965.97	78,200.29	2005	2005	2005	2005	8/25/2005	1,981.81	60	75,025.19
FS1719	V&A Restaurants, Inc. dba	8,953.40	\$ 1.00	1,417.82	7,518.48	2005	2005	2005	2005	7/28/2005	198.52	60	7,485.43
FS2728	Boquey Concessions, LLC	29,842.59	\$ 1.00	1,918.46	27,724.12	2005	2005	2005	2005	7/29/2005	1,347.39	36	25,084.85
FT0818	Cavanaugh's Sparta Bar &	26,388.82	\$ -	1,888.56	24,500.26	2005	2005	2005	2005	6/31/2005	1,147.94	36	22,334.42
FT0818	Jackson GR, Inc. DBA	25,508.86	\$ 1.00	2,928.57	22,580.27	2005	2005	2005	2005	8/10/2005	730.29	48	22,039.40
FT1823	Buffalo Lube Associates,	24,165.00	\$ 1.00	2,809.84	21,278.96	2005	2005	2005	2005	8/24/2005	881.	48	20,287.76
FT1829	Rocky Mountain Fitness &	59,591.30	\$ 1.00	9,680.41	49,911.89	2005	2005	2005	2005	8/20/2005	1,287.9	60	48,797.82

8/12/2008

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To: Bob F.

Exhibit 1

Lease	Name	Original Receivable	Residual Receivable	Unearned Income 8/11	PO 8/15 gm	Payment Start Date	Payment Start Date	First Payment Date	Peroff Date	Advance Payments	Lease Term	Sale Price 8.25 & 8.40 Rate
FT2804	J&J Bowling Center, Inc.	82,913.78	\$ 1.00	11,988.00	70,925.78	2008	8/4/05	09/15/06	2,303.10	60	68,199.11	
GAI002	ATA Trucking, Inc.	91,111.92	\$ 1.00	2,764.15	28,347.77	2008	3/6/06	09/15/06	1,728.44	24	27,611.80	
GAI003	Buffalo Wheelchair, Inc.	68,227.92	\$ 1.00	3,809.41	62,818.51	2006	3/21/06	09/15/06	3,485.68	24	55,744.37	
GAI004	Natural Selection Stock	5,401.20	\$ 1.00	855.89	4,545.31	2006	3/20/06	09/15/06	180.04	36	4,593.40	
GAI005	Country Crafted Furniture	16,191.48	\$ 1.00	1,003.70	15,187.78	2006	3/30/06	09/15/06	1,038.15	24	15,832.07	
GAI006	PRN Medical Services, Inc.	8,487.78	\$ 1.00	112.18	8,375.60	2008	3/24/06	09/15/06	1,213.97	12	5,944.44	
GAI007	Omnic Concessions, Inc.	58,920.10	\$ 1.00	10,366.20	48,553.90	2008	3/13/08	09/15/06	1,111.7	60	48,315.60	
GAI014	King Medical Supply of	51,439.92	\$ 1.00	5,070.26	46,369.66	2006	4/25/06	09/15/06	1,858.92	36	43,413.57	
GAI015	Kyle, Stuart M., dba	27,854.50	\$ 1.00	4,784.27	22,850.23	2008	3/23/08	09/15/06	511.75	60	22,241.17	
GAI016	Sturmill Group, Inc.	25,760.90	\$ 1.00	2,449.34	24,321.56	2006	3/28/06	09/15/06	892.03	36	22,668.94	
GAI024	Anderson and Faber	23,531.76	\$ 1.00	3,858.36	19,573.40	2006	4/11/06	09/15/06	427.85	80	18,998.11	
GAI028	Emergency Medical Supply	55,352.70	\$ 1.00	5,308.10	50,044.60	2008	3/29/08	09/15/06	1,845.09	36	48,788.78	
GAI027	Sleighty RV World, Inc.	72,843.72	\$ 1.00	13,245.07	59,598.65	2006	4/17/06	09/15/06	50	61	58,281.99	
GB1001	Newcastle Mortgage Corp.	38,811.70	\$ 1.00	7,294.98	32,376.04	2006	4/4/06	09/15/06	1,320.39	36	34,545.98	
GB1008	Monroe Wheelchair, Inc.	69,163.60	\$ 1.00	4,004.28	65,159.32	2006	4/18/06	09/15/06	3,457.88	24	58,353.08	
GB1009	Middlewest Automotive	29,982.44	\$ 1.00	5,126.86	24,855.58	2006	4/26/06	09/15/06	854.88	60	24,498.15	
GB1010	Mor Furniture For Less	60,124.50	\$ 1.00	5,988.85	54,135.65	2006	4/20/06	09/15/06	1,938.5	36	50,835.57	
GB1011	Desert Institute for	12,420.28	\$ 1.00	2,372.88	10,047.40	2006	6/9/06	09/15/06	866.55	65	42,386.08	
GB1015	D&M Soomakh Int'l, Inc.	59,789.49	\$ 1.00	7,891.98	51,897.51	2006	6/9/06	09/15/06	199	85	9,722.32	
GB1018	Eddie Carpenter dba Eddie	91,288.25	\$ 1.00	16,066.80	75,221.45	2008	4/28/08	09/15/06	1,380.43	48	48,497.44	
GB1020	Carol & Co. Fine Jewelry	71,749.70	\$ 1.00	13,373.20	58,376.50	2006	5/1/06	09/15/06	1,858.75	60	73,512.49	
GB1021	Aerflow, Inc.	122,128.36	\$ 1.00	12,910.61	109,217.75	2006	5/3/06	09/15/06	1,304.54	60	58,680.89	
GB1025	Sepica R LLA, LLC	15,212.00	\$ 1.00	2,358.17	13,853.83	2006	4/26/06	09/15/06	3,859.58	36	108,488.07	
GC1000	Frank V. Gentile	22,581.45	\$ 1.00	3,380.80	19,200.65	2006	5/4/06	09/15/06	525.15	48	13,716.10	
GC1001	Balkar Group International	37,335.00	\$ 1.00	2,883.02	34,451.98	2006	5/8/06	09/15/06	1,965	24	19,052.43	
GC1007	Benchmark, Inc. dba	18,720.00	\$ 1.00	1,974.08	16,745.92	2006	5/15/06	09/15/06	585	36	15,780.17	
GC1008	Coof Management, Inc.	25,848.00	\$ 1.00	2,903.42	24,044.58	2006	5/16/06	09/15/06	839	36	22,681.73	
GC1011	Natural Selection Stock	12,651.38	\$ 1.00	2,161.96	10,489.42	2006	5/30/06	09/15/06	394.73	36	10,847.70	
GC1013	Resurrection Project, The	9,240.00	\$ 1.00	1,242.72	7,997.28	2006	7/1/06	09/15/06	280	36	8,002.43	
GC1015	Tim Short Chrysler, LLC	89,218.05	\$ 1.00	16,829.82	72,388.23	2006	5/22/06	09/15/06	1,822.11	60	72,965.84	
GC1016	Fit Cars of Provo, LC	82,838.68	\$ 1.00	15,173.74	67,664.94	2006	5/17/06	09/15/06	1,479.28	60	68,541.05	
GC1017	Wanted Motors, Inc.	53,338.00	\$ 1.00	6,788.55	46,549.45	2006	5/22/06	09/15/06	1,579.25	36	53,488.98	
GC1019	Fairway Partners, LLC dba	187,791.50	\$ 1.00	38,588.47	149,203.03	2006	7/18/06	09/15/06	3,410.84	60	158,081.23	
GC1020	Celtic Spring &	24,488.00	\$ 1.00	2,534.59	21,953.41	2006	6/28/06	09/15/06	742	36	20,812.90	
GC1025	RVV, Inc. dba Coachlight	49,122.18	\$ 1.00	9,760.32	39,361.86	2006	5/25/06	09/15/06	1,127.28	60	38,786.11	
GC1027	Crestiva Carpeting &	22,289.26	\$ 1.00	4,882.75	17,406.51	2006	6/21/06	09/15/06	384.47	60	17,781.00	
GC1028	Radio Ears	32,686.65	\$ 1.00	5,888.30	26,798.35	2006	6/1/06	09/15/06	573.45	60	28,103.12	
GD1002	Destiny World Outreach	44,528.00	\$ 1.00	8,788.89	37,739.11	2006	6/8/06	09/15/06	1,012	48	37,485.07	
GD1003	Ashley Furniture	194,952.72	\$ 1.00	25,564.98	169,387.74	2006	6/12/06	09/15/06	2,409.87	60	110,054.15	
GD1018	Frank, Frank A. dba Penn	32,142.40	\$ 1.00	3,943.98	28,198.42	2006	6/28/06	09/15/06	1,004.45	36	27,903.81	
GD1015	Titus, John DBA	13,941.45	\$ 1.00	2,975.16	11,966.29	2006	6/21/06	09/15/06	309.81	48	11,488.42	
GD1016	Mobility Help, LLC	28,187.50	\$ 1.00	758.90	27,428.60	2006	7/28/06	09/15/06	2,982.5	12	22,275.80	
GD1022	V&A Restaurants, Inc. dba	12,638.04	\$ 1.00	2,513.98	10,124.06	2006	7/1/06	09/15/06	221.72	60	10,242.56	
GD1024	Featherstone Clinic, S.C.	41,850.00	\$ 1.00	8,417.27	33,432.73	2006	6/28/06	09/15/06	875	65	32,677.71	
GD1025	Military Order of the	22,286.80	\$ 1.00	2,484.48	19,772.32	2006	7/12/06	09/15/06	854.9	36	18,717.12	
GD1031	Offset House, Inc., The	99,306.85	\$ 1.00	14,407.67	84,899.18	2006	7/20/06	09/15/06	2,197.93	48	88,208.82	
GD1032	Crescent City Respiratory	23,102.67	\$ 1.00	4,149.69	18,952.98	2006	7/7/06	09/15/06	405.31	60	18,728.73	

8/12/2008

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Exhibit 1

Lease	Name	Original Receivable	Residual Receivable	Unearned Income	PO 9/15 gen 9/11	Payment Start Date	Payment Start Date	Payment Start Date	First Payment Date	Payoff Date	Advance Payments	Lease Term	Sale Price 6.25 & 8.40 Rate
GD1033	Newell & Haney, Inc dba	15,378.30 \$	1.00	3,518.48	11,860.82	2006	7	7	7/8/06	09/15/06	341.74	48	12,902.92
GD1034	Featherstone Clinic, S.C.	15,246.00 \$	1.00	3,179.04	12,067.96	2006	7	7	7/31/06	09/15/06	242.	85	11,901.25
GE1006	Dellacoso Cozo Helado Inc	26,296.82 \$	1.00	4,164.21	22,132.61	2006	8	8	8/8/06	09/15/06	571.87	48	22,001.93
GE1009	Miler Creative Solutions	19,839.00 \$	1.00	1,730.55	12,108.45	2006	7	7	7/20/06	09/15/06	407.	36	11,692.11
GE1021	Crescent City Respiratory	23,844.28 \$	-	4,174.18	19,670.1	2006	7	31	7/31/06	09/15/06	607.08	60	18,832.29
GE1024	Maxxim Lighting and Neon Signs & Displays, Inc	86,130.00 \$	1.00	16,296.57	69,833.43	2006	7	20	7/20/06	09/15/06	1,486.	90	68,888.91
GE1030	Neon Signs & Displays, Inc	45,767.24 \$	-	7,730.58	38,036.66	2006	7	28	7/28/06	09/15/06	984.94	48	37,585.48
GU0809	EVEREADY DRYALL, INC.	32,664.04 \$	1.00	4,182.36	28,532.68	2005	9	16	9/16/05	09/15/06	907.89	48	27,385.01
GU0930	Jay Tribout Interiors	10,713.60 \$	1.00	1,807.51	8,907.09	2005	10	4	10/4/05	09/15/06	223.2	60	8,913.07
GV1000	156 Tenth Ave. Restaurant	5,837.28 \$	1.00	525.66	5,312.62	2005	10	26	10/26/05	09/15/06	243.22	36	5,150.37
GV1001	One Hour Heating & Air Conditioning	18,578.00 \$	-	3,388.77	15,177.23	2005	10	19	10/19/05	09/15/06	387.	60	15,454.11
GV1007	Southeastern Realty	124,281.09 \$	-	21,159.66	103,121.43	2005	10	18	10/18/05	09/15/06	2,739.41	60	100,702.24
GV1010	WIC Insurance, Inc.	25,979.76 \$	-	3,210.06	22,769.7	2005	10	20	10/20/05	09/15/06	721.86	48	22,333.02
GV1011	H&D Car Wash, Inc. dba	19,000.50 \$	1.00	1,858.45	17,142.05	2005	10	17	10/17/05	09/15/06	780.02	36	16,094.00
GV1016	Richardson, Stasbo, Boyd American Pita Pizza	13,520.40 \$	1.00	2,270.67	11,250.73	2005	11	30	11/30/05	09/15/06	355.8	48	11,267.63
GV1017	American Pita Pizza	67,808.65 \$	1.00	12,525.12	55,284.53	2005	10	17	10/17/05	09/15/06	1,383.85	60	55,417.57
GV1022	Amner Photography, LLC	13,289.08 \$	1.00	2,030.32	11,258.76	2005	11	15	11/15/05	09/15/06	438.68	41	11,215.76
GV1023	Classic Dials, Inc.	11,726.48 \$	-	511.28	11,215.18	2005	11	4	11/4/05	09/15/06	301.99	24	10,346.72
GV1032	Allied Health Care	230,055.00 \$	1.00	34,582.99	195,472.01	2005	10	31	10/31/05	09/15/06	4,585.	60	188,016.67
GV1033	DER Associates, Inc. DBA	15,998.25 \$	1.00	1,379.81	14,618.44	2005	11	11	11/20/05	09/15/06	815.85	38	13,582.01
GW1103	Wilks, Inc.	48,148.38 \$	1.00	7,913.58	40,234.82	2005	11	14	11/14/05	09/15/06	862.82	60	39,942.09
GW1108	Broadway Video & Training	38,365.50 \$	-	6,228.39	32,141.11	2005	11	16	11/16/05	09/15/06	767.39	80	31,193.30
GW1111	Hoghead's BBQ, LLC	18,898.20 \$	1.00	2,569.80	16,427.4	2005	12	1	12/1/05	09/15/06	498.9	48	16,245.34
GW1113	When Development	5,097.67 \$	1.00	483.22	4,615.55	2006	1	11	1/11/06	09/15/06	188.81	36	4,473.69
GW1122	Pioneer Home Medical, Inc	16,831.92 \$	1.00	828.19	16,004.73	2005	11	22	11/22/05	09/15/06	1,202.28	24	13,791.81
GW1125	Med Star Surgical and	40,162.35 \$	1.00	1,844.32	38,519.03	2005	12	28	12/28/05	09/15/06	2,877.49	24	33,159.87
GW1134	Richardson, Stasbo, Boyd	13,488.15 \$	1.00	1,820.16	11,668.99	2005	12	29	12/29/05	09/15/06	345.85	48	11,238.15
GX1205	DI Nanno Enterprises, Inc	29,888.50 \$	1.00	4,605.02	25,084.48	2005	12	19	12/19/05	09/15/06	781.5	48	24,746.60
GX1211	Northern California	242,843.64 \$	1.00	39,280.09	203,564.55	2005	12	27	12/27/05	09/15/06	4,670.07	80	197,032.28
GX1213	Wilks, Inc.	9,616.60 \$	1.00	929.76	8,687.84	2006	2	6	2/6/06	09/15/06	343.45	36	8,422.78
GY1004	Mesopotamia Corporation	50,879.64 \$	-	8,085.95	42,793.69	2006	1	12	1/12/06	09/15/06	987.84	60	41,985.32
GY1006	S & W Manufacturing Co.,	20,580.50 \$	1.00	3,588.88	17,002.64	2006	3	7	3/7/06	09/15/06	388.5	60	16,894.80
GY1017	Therapeutic Innovations,	29,907.70 \$	1.00	2,829.83	27,077.87	2006	2	28	2/28/06	09/15/06	1,081.3	36	25,291.84
GY1018	Graves Management, Inc.	58,619.60 \$	1.00	11,532.85	47,087.75	2006	1	24	1/24/06	09/15/06	1,127.3	60	47,419.42
GY1021	Rusty Moya Sales &	28,852.68 \$	-	2,743.25	25,909.43	2006	2	1	2/1/06	09/15/06	1,023.31	36	25,095.69
GY1026	Veterinary Emergency	59,144.80 \$	1.00	10,253.60	48,891.2	2006	2	3	2/3/06	09/15/06	1,137.4	60	48,841.18
GY1027	Costume Craze, LLC	36,418.20 \$	1.00	3,536.88	32,881.34	2006	2	18	2/18/06	09/15/06	1,255.8	36	30,787.29
GY1028	Medex International, Inc.	73,576.08 \$	1.00	12,737.89	60,838.19	2006	3	22	3/22/06	09/15/06	1,382.52	60	59,400.16
GY1029	Holden Realty, Inc. DBA	11,460.80 \$	1.00	2,509.31	8,952.49	2006	2	3	2/3/06	09/15/06	288.92	48	9,749.17
GY1031	H.J. Nesser Motor Co. Inc	64,310.79 \$	1.00	11,259.09	53,051.7	2006	2	18	2/18/06	09/15/06	1,213.41	60	52,049.86
GY1032	Beverton Area Chamber of	15,777.44 \$	1.00	1,439.95	14,338.49	2006	2	7	2/7/06	09/15/06	563.48	36	13,816.61
GZ1002	Sterling Underwriters	13,368.00 \$	1.00	2,443.10	10,924.9	2006	2	13	2/13/06	09/15/06	318.	48	11,095.67
GZ1005	Allied Health Care	124,417.50 \$	1.00	20,170.53	104,247.97	2006	2	22	2/22/06	09/15/06	2,347.5	60	100,697.25
GZ1006	Robby's, Inc. dba Robby's	16,767.50 \$	-	2,213.89	14,493.61	2006	2	13	2/13/06	09/15/06	407.5	48	13,865.65
GZ1013	Signmakers of Northwest	15,251.56 \$	-	1,808.28	13,643.28	2006	4	18	4/18/06	09/15/06	510.34	36	13,352.28

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9/12/2006

AEL Financial, LLC
Box 88046
Milwaukee, WI 53288-0046

May 7, 2010

Allied Health Care Services, Inc
89 Main Street
Orange, NJ 07051

RE: Lease No. 28033002

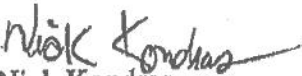
This letter is your formal notification of default under your lease or agreement and applicable guaranty with AEL Financial, LLC. Despite our repeated attempts to reach you and work with you, you have chosen to ignore this default or make any reasonable attempt to address the matter. Your lease had been past due for \$3,051.75. But now your entire accelerated contract balance is due. This amount is \$21,832.75, plus any outstanding taxes and fees. It is now due and payable immediately.

Furthermore, as a result of this default, we are beginning the process of exercising all of our legal remedies under our agreement with you. To that end we will be sending our representatives, in person, to discuss the amounts you owe us. We also intend to transfer this account to our legal counsel or a collection agency to begin proceedings against you. You will be responsible for the additional costs of these legal, court, and collection fees.

Additionally, applicable Credit Bureau Services will be contacted to reflect your unresolved default status.

It disappoints us to have to take these steps. However, your failure to act in any meaningful way to resolve this matter has left us no alternative. To avoid these actions you must contact us to resolve your default immediately. Otherwise, we will take the appropriate steps to protect our interests.

Yours truly,
AEL Financial, LLC


Nick Kondras
Collection Manager
847-465-7201

AEL Financial, LLC
Box 88046
Milwaukee, WI 53288-0046

May 7, 2010

Charles Schwartz
3 Anna
Bud Lake, NJ 07051

RE: Lease No. 28033002

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Yours truly,
AEL Financial, LLC


Nick Kondras
Collection Manager
847-465-7201