GROUP EXHIBIT C


**EQUIPMENT FINANCING AGREEMENT**

This Equipment Finance Agreement ("Agreement") is made by and between AEL Financial, LLC ("Lender") and the above-named Debtor ("Debtor").

**TERMS OF EQUIPMENT FINANCING AGREEMENT**

1. **SECURITY INTEREST.** Debtor hereby grants Lender a security interest in the Uniform Commercial Code in the above property (collectively the "Collateral") and individually each Item or "Item of Collateral") from and after all times. Such security interest is granted to secure performance by Debtor of its obligations hereunder and under any other present or future agreement. Lender shall have the right to enter upon the Premises at any time and shall have a right of entry for the purpose of inspecting the Collateral and shall remain a first lien on security interest.

2. **PAYMENTS.** Debtor shall pay to Lender the above "Collateral Advance" together with interest in the monthly number of installments "Term" in the amount indicated above. "Monthly Installment Payment" shall be due on the first day of each month following the Collateral Acceptance Date, and subsequent instalment payments shall be due on the same date of each month thereafter until paid. Changes from the Collateral Acceptance Date to the Initial Payment Due Date shall be calculated by dividing the Monthly Installment Payment by the monthly rate based on a 30 day month. All amounts due hereunder shall be due upon Debtor's receipt of Lender's notice thereof. Initial Payments shall be paid to the beginning installment payment upon satisfaction of the pre-existing obligations, if any, prior to Debtor's obligations to Lender in such order of Lender's choice.

3. **NO AGENCY.** Debtor acknowledges that no supplier of an item or intermediary for any agent or intermediary for any agent of either Debtor is an agent of Lender and for every purpose Lender has no relationship with any such party shall not be Lender or affect Debtor's duty to pay the installment sales and performance of other obligations hereunder.

4. **CANCELLATION.** NO OFFSET. THIS AGREEMENT IS NON-CANCELLABLE BY DEBTOR FOR ANY REASON WHATSOEVER. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET. Debtor may prepay the Monthly Installment Payments due hereunder, provided that Debtor shall not be entitled to any discount or rebates in connection with any such prepayment.

5. **FINANCING.** THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. LENDER HAS NO INVOICING OR PURCHASE ORDER OF ANY KIND. ANY CLAIMS AGAINST COLLABORATOR ARE NOT TO BE MADE HEREUNDER. MAY BE USED FOR BUSINESS PURPOSES ONLY. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ILLINOIS AND YOU CONSENT TO THE EXCLUSIVE JURISDICTION OF ANY COURT IN ILLINOIS, YOU AND WE BOTH HAVE THE RIGHT TO A TRIAL BY JURY.

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**PERSONAL GUARANTEE**

This personal guaranty creates specific legal obligations. We use the words you and your in this personal guarantee, we mean the personal guarantor(s) indicated below. We use the words we, us, and our in this personal guarantee, we mean the lender above. In consideration of entering into this Agreement identified above (the "Agreement"), you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of the Debtor identified above ("Debtor") under the Agreement. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Debtor or against the equipment or collateral covered by the Agreement. You waive all defenses and objections, including those of protest, presentment and demand. You agree that we may release, extend, modify or otherwise modify the terms of the Agreement and you will be bound by such changes. If the Debtor defaults under the Agreement you will immediately perform all obligations of the Debtor under the Agreement including, but not limited to, paying all amounts due under the Agreement. You will pay to us all expenses relating to attorney's fees incurred by us enforcing our rights against you or the Debtor. This is a continuing guaranty which will not be discharged or affected by any judgment and will bind your heirs and personal representatives. If more than one personal guarantor has signed this personal guarantee, each of you agrees that your liability is joint and several. You agree and consent that you may be served for any action or proceeding by registered or certified mail at your current address. You acknowledge we have obtained credit bureau records regarding your personal credit, and make any other credit inquiries that we deem necessary. This personal guaranty is governed by the laws of Illinois, you consent to the exclusive jurisdiction of any state or federal court located in Illinois. You expressly waive any right to a trial by jury.
CERTIFICATE OF ACCEPTANCE

(Sign and return after you have received all of the Collateral)

Reference is made to that certain Agreement between AEL Financial, LLC as Lender and Allied Health Care Services, Inc. as Debtor dated as of 09/04/2008 (the “Agreement”). Capitalized terms herein are defined in the Agreement.

TO:
AEL Financial, LLC
600 North Buffalo Grove Road
Buffalo Grove, IL 60089
Telephone: 847-465-2009
Fax Number: 847-279-0759

Debtor certifies that all of the Collateral set forth on the Agreement was delivered in good order and condition and acceptable to us, is ready for its intended use as of the date hereof. The decals, labels, etc., if required and supplied, have been affixed to the Collateral. Debtor approves payment by Lender to the Supplier(s) for the Collateral as well as all services described in the Agreement. Debtor agrees that its payment obligation under the Agreement has commenced. Debtor further certifies that Lender has fully and satisfactorily performed all covenants and conditions to be performed by it under the Agreement, and shall hold Lender harmless for any failure on the part of the Supplier(s) to perform to Debtor’s satisfaction.

Debtor is aware of and accepts its obligations under the Agreement. Debtor agrees to enforce in its own name all warranties, agreements, or representations, if any, which may be made by the Supplier(s). Debtor certifies that the Collateral is available for service as of the date below and agrees that said date shall be deemed to be the Collateral Acceptance Date under the Agreement. Debtor also certifies that the Collateral will be used for business purposes only.

A facsimile transmission of this document, with authorized signatures thereon, shall be deemed an original.

Very truly yours,

Allied Health Care Services, Inc.

By: [Signature]
Name: Charles Schwartz
Title: President
Date: 9/23/08

CERTIFICATE OF INCUMBENCY

Reference is made to that certain Agreement between AEL Financial, LLC as Lender and Allied Health Care Services, Inc. as Debtor dated as of 09/04/2008 (the "Agreement"). All capitalized terms herein are defined in the Agreement.

The undersigned is duly elected and acting as Secretary of Allied Health Care Services, Inc. ("Debtor"), and hereby certifies that the individual(s) listed below are authorized officer(s) of Debtor in the capacities set forth below and that their respective signatures are true and correct.

These individuals have and will continue to have the proper authority to execute the Agreement and any documentation related to the Agreement. This Certificate and related authority shall apply to all agreements, documents, and instruments executed by the individuals listed below without regard to the date thereof and shall remain in effect until such time as Lender shall have received by certified mail notice to the contrary and then only with respect to terminations entered into after receipt of such notice.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SAMPLE SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Schwartz</td>
<td>President</td>
<td></td>
</tr>
</tbody>
</table>

I hereby attest that this information is true and correct and in accordance with Debtor’s rules, regulations, by laws or other similar applicable documents.

By [Signature]
Name: [Name]
Title: Secretary

Dated as of: 9/23/08

(SEAL)
UCC FINANCING STATEMENT

A. NAME & PHONE OF CONTACT AT FILER (optional)
   CSC Dillenz, Inc. 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
   37304680
   CSC Dillenz, Inc.
   6500 Harbour Heights Pkwy, Suite 400
   Mukilteo, WA 98275

C. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (A or B) do not abbreviate or combine names
   Allied Health Care Services, Inc.

D. OR
   1st. INDIVIDUAL'S LAST NAME
   FIRST NAME
   MIDDLE NAME
   SUFFIX
   CITY
   STATE
   POSTAL CODE
   COUNTRY
   ADDL. INFO
   ORGANIZATION DEBTOR
   NJ
   07051
   USA

E. 2nd. INDIVIDUAL'S LAST NAME
   FIRST NAME
   MIDDLE NAME
   SUFFIX
   CITY
   STATE
   POSTAL CODE
   COUNTRY
   ADDL. INFO
   ORGANIZATION DEBTOR
   NONE

F. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR & P) - Insert only one secured party name (2a or 2b)
   AEL Financial, LLC

G. OR
   1st. INDIVIDUAL'S LAST NAME
   FIRST NAME
   MIDDLE NAME
   SUFFIX
   CITY
   STATE
   POSTAL CODE
   COUNTRY
   ADDL. INFO
   ORGANIZATION DEBTOR
   None

   2nd. INDIVIDUAL'S LAST NAME
   FIRST NAME
   MIDDLE NAME
   SUFFIX
   CITY
   STATE
   POSTAL CODE
   COUNTRY
   ADDL. INFO
   ORGANIZATION DEBTOR
   NONE

H. SECURED PARTY'S BUSINESS ADDRESS
   600 North Buffalo Grove Road
   City
   State
   Postal Code
   Country
   USA

I. This FINANCING STATEMENT covers the following collateral:
   EQUIPMENT LEASED UNDER EQUIPMENT FINANCE AGREEMENT DATED 06/04/2008, BETWEEN ALLIED HEALTH CARE SERVICES, INC., AS DEBTOR AND AEL FINANCIAL, LLC AS LENDER/SECURED PARTY. EQUIPMENT FURTHER DESCRIBED AS:

   SEE EQUIPMENT FINANCE AGREEMENT ATTACHED FOR COMPLETE DESCRIPTION OF THE COLLATERAL AND SECURITY

   WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND ACCOUNTS PROCEEDS)

   ALTERNATIVE DESIGNATION IF APPLICABLE:
   null

   LEASEEE/LESSOR
   CONSIGNEE/CONSIGNOR
   SELLER/BUYER
   AG. LIEN
   NON-UCC FILING DATED

   Date

   This FINANCING STATEMENT is to be filed in the REAL ESTATE RECORD (if applicable)

   Optional Reference Data

   Allied Health Care Services, Inc. 56882

   FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/03)
NON-RECOUSE ASSIGNMENT

For Value Received, the undersigned ("Seller") hereby assigns to M2 Lease Funds, LLC ("Purchaser"), its successors and assigns, all of Seller's right, title and interest (including the right to installments now or hereafter owning) in and to the following described Loan, in and to the Loan Agreements evidencing such Loan and in and to any and all Collateral therefore: Lease #56882 with Allied Health Care Services, Inc., as Lessee.

The purchase price payable by Purchaser to Seller for the Loan is $157,943.39

The following is information about the Loan (revise as necessary if payments are not monthly):

- Monthly Installments of principal and interest (in arrears) $3,367.75
- Number of Original Monthly Payments Sixty (60)
- Original Start Date of Payments to AEL October 1, 2008
- Number of monthly payments remaining as of the date of this Assignment Fifty-Seven (57)
- Scheduled payments are monthly
- First Payment due to M2 Lease Funds January 1, 2009
- Interest Rate 8.32%

This Assignment is made in connection with and constitutes an "Assignment", under that certain Lease Agreement dated as of September 4, 2008, by and between Seller and Purchaser (the "Agreement"), and the Loan described herein and the Collateral for such Loan are hereby made subject to the Agreement.

Dated: November 26, 2008

AEL Financial, LLC

By: [Signature]

Its: Vice President
ABL Financial, LLC
Bin 88162
Milwaukee, WI 53288-0162

May 7, 2010

Charles K Schwartz
37 Timberline Avenue
Sparta, NJ 07871

RE: Lease No. 28056882

This letter is your formal notification of default under your lease or agreement and applicable guaranty with ABL 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 $8,419.40. But now your entire accelerated contract balance is due. This amount is $143,129.40, 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,
ABL Financial, LLC

Nick Kondras
Collection Manager
847-465-7201
AEL Financial, LLC  
Bin 88162  
Milwaukee, WI 53288-0162

May 7, 2010

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

RE: Lease No. 28056882

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 $8,419.40. But now your entire accelerated contract balance is due. This amount is $143,129.40, plus any outstanding taxes and fees. It is now due and payable immediately.

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Yours truly,
AEL Financial, LLC

Nick Kondras  
Collection Manager  
847-465-7201