GROUP EXHIBIT D
**First Personal Bank**
14701 Ravinia, Orland Park, Illinois 60462
708-226-2727 or 800-455-5596 Fax 708-226-9349

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

<table>
<thead>
<tr>
<th>Lessee Contact</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Schwartz</td>
<td>973-676-3344</td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT LEASE # HH1005**

**EQUIPMENT LEASED**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Equipment Model and Description</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>60/EA. LIFEKARE PRODUCTS PLV 102 HOME CARE VENTILATORS AS SET FORTH IN SCHEDULE “A” ATTACHED HERETO AND MADE A PART HEREOF.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TRANSACTION TERMS**

<table>
<thead>
<tr>
<th>Term/Months</th>
<th># of Payments</th>
<th>Payment (plus applicable taxes)</th>
<th>Advance Rent $ 14,088.60* (plus applicable tax)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>60</td>
<td>$7,044.30</td>
<td>REPRESENTING THE 1ST &amp; LAST ADVANCE PAYMENT</td>
</tr>
</tbody>
</table>

**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 CANCELLABLE. 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

Title

Date

Proposed by:

**LESSEE:** Allied Health Care Services, Inc.

By

Title

Date

Fed. TIN 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 guarantees 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 any 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:**

Charles Schwartz

By

Social Security #

**PERSONAL:**

By

Social Security #
1. TERMS AND CONDITIONS

1.1 LEASE

The subject of this Lease is the agreement you make to lease equipment from the lessor, subject to the terms and conditions set forth in this Lease. You agree to lease for a term of one year, during which time you will receive the equipment. You may return the equipment at any time during the term of this Lease. The lessor will charge you for any removal fees or repair charges if the equipment is returned in a damaged condition. Failure to pay any applicable fees or charges will result in a late fee being assessed. You agree to pay all costs and expenses associated with the lease and any other agreements entered into in connection with the lease. The lessor reserves the right to terminate the lease at any time without notice.

2. CONDITIONS OF LEASE

2.1 Equipment Condition

The equipment is in good condition and is suitable for its intended use. The lessor will not be responsible for any defects or malfunctions that may arise during the term of the lease. You agree to pay for any repairs or replacement parts that may be necessary. The lessor reserves the right to make any changes to the equipment.

3. LEASE TERMINATION

3.1 Early Termination

You may terminate the lease early by returning the equipment to the lessor. You will be responsible for any damages or repairs to the equipment. The lessor reserves the right to charge you for any damages or repairs.

4. OBSERVATIONAL AGREEMENT

4.1 Non-Disclosure

You agree not to disclose any information about the lessor or the equipment to any third party without the prior written consent of the lessor. This agreement shall be binding on all persons and entities that may succeed to any of your rights or obligations under this Lease.

5. TITLE AND SECURITY INTEREST

The equipment is subject to a security interest in favor of the lessor. If you fail to pay the monthly rental payments in full, the lessor may repossess the equipment. You agree to keep the equipment in good condition and to repay any costs associated with the repair or replacement of the equipment.

6. TAXES

You agree to pay all taxes and fees associated with the lease and the equipment. You agree to pay any sales tax, use tax, or other taxes that may be applicable to the lease or the equipment.

7. INSURANCE

You agree to maintain insurance coverage for the equipment in accordance with the lessor's requirements. You agree to pay any costs associated with the insurance coverage.

8. DEFAULT

If you default on any of your obligations under this Lease, the lessor may terminate the lease and repossess the equipment. You agree to pay any costs associated with the repossession.

9. RELEASE OF LIABILITY

You agree to release the lessor and its agents from any liability for any damages or injuries that may arise from the use of the equipment. You agree to pay any costs associated with the release.

10. GOVERNING LAW

This Lease is governed by the laws of the state of New York. Any dispute arising from this Lease shall be resolved in the courts of that state.

11. ENTIRE AGREEMENT

This Lease contains the entire agreement between you and the lessor. No modifications or changes to this Lease shall be binding unless made in writing and signed by both parties.

12. NOTICE

You agree to provide the lessor with notice of any changes to your contact information. You agree to pay any costs associated with the notice.

13. WAIVER

You agree to waive any rights you may have under this Lease if the lessor consents to the waiver.

14. SEVERABILITY

If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

15. INDEMNIFICATION

You agree to indemnify and hold harmless the lessor and its agents from any damages or losses that may arise from your use of the equipment.

16. ATTORNEYS' FEES

In the event of any legal action, the prevailing party shall be entitled to recovery of attorneys' fees and costs.

17. ARBITRATION

Any dispute arising from this Lease shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

18. CONSENT TO SEARCH

You consent to the lessor's right to enter your premises and inspect the equipment at any time during the term of the lease.

19. SEVERAL LIABILITIES

Each party hereto is a separate and independent contractor and shall be liable only for its own acts and omissions.

20. SEVERABILITY

If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. ENTIRE AGREEMENT

This Lease contains the entire agreement between you and the lessor. No modifications or changes to this Lease shall be binding unless made in writing and signed by both parties.

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You agree to waive any rights you may have under this Lease if the lessor consents to the waiver.

23. SEVERABILITY

If any provision of this Lease is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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In the event of any legal action, the prevailing party shall be entitled to recovery of attorneys' fees and costs.

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You agree to waive any rights you may have under this Lease if the lessor consents to the waiver.

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35. ENTIRE AGREEMENT

This Lease contains the entire agreement between you and the lessor. No modifications or changes to this Lease shall be binding unless made in writing and signed by both parties.
DELIVERY AND ACCEPTANCE

TO: FIRST PERSONAL BANK

LEASE # HH1005

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 K. Schuyler

Title: Chief

Date: 09/06/06

I HEREBY AUTHORIZE James F. Baker, Title Administrator, to orally verify my 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.
**Schedule "A"**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>60/EA. LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATORS, SERIAL NUMBERS</td>
<td>128580, 128581, 128582, 128585, 128586, 128587, 128590, 128591, 128592, 128593, 128595, 128599, 128600, 128601, 128602, 128603, 128604, 128606, 128608, 128609, 128610, 128612, 128613, 128615, 128617, 128618, 128623, 128624, 128625, 128629, 128630, 128631, 128632, 128633, 128635, 128637, 128638, 128640, 128641, 128642, 128643, 128644, 128645, 128648, 128650, 128651, 128652, 128655, 128656, 128657, 128658, 128659, 128671, 128672, 128673, 128674, 128675, 128683, 128684, 128685.</td>
</tr>
</tbody>
</table>

The contents of Lease Number HH1005 are above and constitute a true and accurate description of the equipment.

**Lessee: Allied Health Care Services, Inc.**

**BY:** [Signature]

**SIGNATURE OF LESSEE AND TITLE**
SCHEDULE E

Addendum, to Lease Agreement ("Agreement") Number HH1005 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 receive 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 ___________ 07- 16 __, 2006

Lessor: FIRST PERSONAL BANK

By: ____________________________
Title: ____________________________

Lessee: Allied Health Care Services, Inc.

By: ____________________________
Title: ____________________________
PURCHASE OPTION AGREEMENT

($1.00)

EQUIPMENT LEASE NUMBER: HH1005 Date: October 6, 2006

Lessor: First Personal Bank

Lessee: Allied Health Care Services, Inc.

Equipment: 60/EA. LIFE CARE PRODUCTS PLV 102 HOME CARE VENTILATORS AS SET FORTH IN SCHEDULE “A” ATTACHED HERETO AND MADE A PART HEREOF.

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 H. Schwartz (Authorized Signature)

Charles H. Schwartz (Print Name) 10/6/06 (Date)

Accepted by Lessor:

First Personal Bank

(Signature) 10/16/06 (Date)
ASSIGNMENT OF LEASE WITHOUT RECOURSE

First Personal Bank ("Assignor") for good and valuable consideration in the sum of Two Million Sixty Thousand Three Hundred Eighty Two and 78/100 does hereby sell, assign, transfer, convey and grant to AIL Financial ("Assignee"), its successors and assigns without recourse, subject to the terms and conditions herein, certain Land, Lease and First Personal Bank, or Leases (the "Agreements") including all payments due and to become due under the Agreements, all right, title, and interest in and to 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 Assignor's own right or in Assignor's name to take all such proceedings, legal, equitable, or otherwise, that Assignor might take, but for this Assignment.

Assignor warrants that the Agreements and all related instruments are genuine, enforceable and 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 warrants and represents 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 warrants and guarantees the payment promptly when due of 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.

Assignor waives protest 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 subordinates to any rights Assignee may now or hereafter have against obligor any rights Assignor may now or hereafter have or acquire by reason of payment to Assignee of any payments under the Agreements or otherwise.

Assignor hereby constitutes Assignee, its successors and assigns, Assignor's true and lawful attorney, irrevocably, with full power (in our name or otherwise) to act, require, demand, receive, compound and give acceptance for any and all rents and claims for money due and to become due under, or relating to 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 may necessary or advisable, all without affecting Assignor's liability in any manner whatsoever. Assignor shall have no authority, without Assignor'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
By: [Signature]
Title: LEASE ADMINISTRATOR
Date: 11/8/07

Assignee: AIL Financial, LLC
By: [Signature]
Title: Vice President
Date: 11/9/07
**UCC FINANCING STATEMENT**

**A. NAME & PHONE OF CONTACT AT FILER (optional)**
Phone: (900) 331-3282 Fax: (918) 662-4141

**UCC Direct Services**
Representation of filing
This filing is Completed
File Number: 23629695
File Date: 11-OCT-2006

**NJ, Secretary of State**

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

<table>
<thead>
<tr>
<th>1a. ORGANIZATION NAME</th>
<th>1b. TYPE OF ORGANIZATION</th>
<th>1c. JURISDICTION OF ORGANIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALLIED HEALTH CARE SERVICES, INC.</td>
<td>Corporation</td>
<td>NJ</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2a. ORGANIZATION NAME</th>
<th>2b. TYPE OF ORGANIZATION</th>
<th>2c. JURISDICTION OF ORGANIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>FIRST PERSONAL BANK</td>
<td>Debit</td>
<td>IL</td>
</tr>
</tbody>
</table>

4. This FINANCING STATEMENT covers the following collateral:

60EA. LIFE CARE PRODUCTS PLY 102 HOME CARE VENTILATORS, SERIAL NUMBERS
126580, 126586, 126587, 126589, 126591, 126595, 126596, 126598, 126600, 126601, 126603, 126604, 126605, 126607, 126608, 126609, 126610, 126612, 126613, 126615, 126617, 126618, 126623, 126624, 126625, 126626, 126629, 126630, 126631, 126632, 126633, 126635, 126637, 126638, 126639, 126640, 126642, 126643, 126644, 126645, 126646, 126648, 126650, 126651, 126652, 126655, 126656, 126657, 126658, 126659, 126671, 126672, 126673, 126674, 126675, 126683, 126684, 126685.
UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (font and body) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)
UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071
13096234
NJ, Secretary of State

UCC Direct Services
Representation of filing

This filing is Completed
File No.: 23829659
File Date: 07-JAN-2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILED
23829659
11-OCT-2006

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) recorded in the
REAL ESTATE RECORDS

2. TERMINATION: Effective date of the Financing Statement identified above is terminated with respect to
security interest(s) of the Secured Party authorizing this Termination Statement

3. CONTINUATION: Continuation 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 names of assignee(s) in item 7a or 7b and address 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 items 5a or 5b.

5a. NAME, ORGANIZATION NAME
AEL Financial, LLC

5b. ORGANIZATION NAME

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION NAME

6b. INDIvidual Last Name
FIRST NAME
MIDDLE NAME
SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION NAME
AEL Financial, LLC

7b. INDIvidual Last Name
FIRST NAME
MIDDLE NAME
SUFFIX

7c. MAILING ADDRESS
800 N. Buffalo Grove Rd.

7d. SEE INSTRUCTIONS
ADDT. INFO
RE: ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. ORGANIZATIONAL ID, IF ANY

8. AMENDMENT (COLLATERAL CHANGES). Check only one box
Delete or [ ] added, or give entire [ ] restated collateral description, or describe collateral

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 NAME
FIRST PERSONAL BANK

9b. INDIvidual Last Name
FIRST NAME
MIDDLE NAME
SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Frank
Debtor Name: ALLIED HEALTH CARE SERVICES, INC.

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC8) (REV. 05/22/03)
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. 28034568

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 $7,044.30. But now your entire accelerated contract balance is due. This amount is $119,754.10, 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

[Signature]

Nick Kondras
Collection Manager
847-465-7201
May 7, 2010

Charles K Schwartz
37 Timberline Avenue
Sparta, NJ 07871

RE: Lease No. 28034568

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 $7,044.30. But now your entire accelerated contract balance is due. This amount is $119,754.10, 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