

GROUP EXHIBIT D

First Personal Bank 14701 Ravinia, Orland Park, Illinois 60462

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

EQUIPMENT LEASE # HH1005

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		
<i>Quantity</i>	<i>Equipment Model and Description</i>	<i>Serial Number</i>
	60/EA. LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATORS AS SET FORTH IN SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.	

See attached schedule for additional Equipment

TRANSACTION TERMS			
Terms/Months	# of Payments	Payment (plus applicable taxes)	<input checked="" type="checkbox"/> Advance Rent \$ 14,088.60* (plus applicable tax)
60	60	\$7,044.30	*REPRESENTING THE 1ST & LAST ADVANCE PAYMENT

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 _____
 Title SVP
 Date 10/11/06

Proposed by:
LESSEE: Allied Health Care Services, Inc.
 By Charles K. Schwartz
 Title Treas
 Date 10/10/06

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: Charles Schwartz
 By Charles K. Schwartz

PERSONAL:
 By 58 48 3334
 Social Security #

TERMS AND CONDITIONS

- 1. LEASE.** Subject to the terms of this Lease you agree to lease from us the Equipment described on the reverse side when we accept this Lease at our office in (Indo). **ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE FULL LEASE TERM.** You agree to be bound by all the terms of this Lease.
- 2. 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 we may require. 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 none of your obligations under it, to us.
- 3. RENT.** You agree to pay us rent (plus applicable taxes) when each payment is due. If your Rent payments are due in Advance, your first Rent payment is due on the date you accept the Equipment. We will advise you as to (a) the due date of each Rent payment, and (b) the address to which you must send your payments. Rent is due whether or not you receive an invoice from us. You will pay us any required Advance Rent or Security Deposit option or we may refund the Security Deposit to you when the Lease Term expires and the Equipment is returned in accordance with Section 18. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. You authorize us to change the Rent by not more than 16% due to changes in the Equipment configuration which may occur prior to our acceptance of this Lease. We may apply such endorsements on checks you send to us will not reduce your obligations to us. **Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.**
- 4. 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 OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
- 5. 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 name 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.
- 6. 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 your signature to UCC 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. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Lease or a copy of this Lease shall be sufficient as a financing statement and may be filed as such.
- 7. 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 all applicable repair parts and repairs will become our property. You will not make any permanent alterations to the Equipment.
- 8. 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 (excluding taxes based on our net income) and, if we ask, you will provide us with proof of payment. We do not have to contest any tax assessments. For Leases with a Stated Purchase Option, (a) you agree to pay us for the loss of any income tax benefits caused by your actions, and (b) should an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affect our after-tax earnings or cash flows, you agree that we may increase the Rent and other amounts due under this Lease to offset any such adverse effect. Your obligations under this paragraph continue even after this Lease has expired.
- 9. 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, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses including our reasonable attorney's fees. This indemnity continues even after this Lease has expired for acts or omissions which occurred during the Lease Term.
- 10. IDENTIFICATION.** You authorize us to insert or correct missing information on this Lease, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.
- 11. 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 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 satisfied 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 we receive to reduce your obligations under Section 14 of this Lease.
- 12. 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 tell you, naming us as additional insured, until 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 other, and that you, the insured, grant us a power of attorney to endorse checks on your behalf. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation 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.
- 13. DEFAULT.** You will be in default under this Lease if any of the following happens: (a) we 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 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).
- 14. REMEDIES.** 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 like equipment as of the end of the Lease Term, and discounted at the higher of 6% or the lowest rate allowed by law (collectively, the "Net Book Value"), (c) 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 reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or (b) exercise such other rights as may be allowed by applicable law. You agree that we have no obligation to sell the Equipment. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that our failure to require performance by you of any provisions of the Lease shall not be a waiver and we retain all of our rights against you.
- 15. 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 18. 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 18, the term of the 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. If you elect to purchase the Equipment, upon payment of the agreed upon purchase price including all applicable taxes, we will transfer the Equipment to you **AS-IS, WHERE-IS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED.**
- 16. 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 any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained 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.
- 17. YOUR REPRESENTATION.** You state for our 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.
- 18. 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 your ownership, (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.
- 19. 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.** The Equipment is and shall remain personal property. You will not attach any of the Equipment to any real estate. 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 subordinated to the new owner and the new owner (and subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale, or transfer of this Lease or 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, if directed by us, to pay the new owner all Rent and other amounts due under this Lease.
- 20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** You agree that we can, but do not have to, take on your behalf any action you fail to take as required by this Lease, and our expenses will be in addition to the Rent which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.
- 21. 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.
- 22. MISCELLANEOUS.** This Lease contains our entire agreement and supercedes 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.** You authorize us (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 \$49.50 to cover our documentation and investigation costs.
- 23. NOTICES.** All of your 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 telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease. At any time after this Lease is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.
- 24. 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 609-623) OF THE UNIFORM COMMERCIAL CODE** including but not limited to your rights to: (a) cancel or repudiate 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 require 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 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.

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. Schuyert

Title: Pres

Date: 10/10/06

I HEREBY AUTHORIZE JAMES RUSTBERGER, 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.

Schedule "A"

Page 1 of 1

LESSOR: First Personal Bank

Qty	Description	Serial Number
	60/EA. LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATORS, SERIAL NUMBERS	
	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.	

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: Charles K. Murray Pres
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").

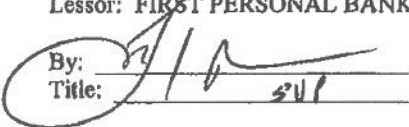
1. The Lessee is engaged in the business of renting Equipment of the kind described as "Equipment" as described in Equipment Description of the Lease Agreement. Lessee and Lessor agree that Lessee may sublease or rent the Equipment but subject to the Agreement and this Rental Addendum, to the extent 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 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

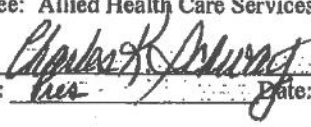
Lessee agrees that Lessee shall insert a provision in any Rental Contract prohibiting its customers from subrenting the collateral to anyone without the express written consent of Lessor or its assignee.

Dated 10-16, 2006

Lessor: FIRST PERSONAL BANK

By: 
Title: SVP

Lessee: Allied Health Care Services, Inc.

By: 
Title: CEO Date: 10/10/06

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. LIFECARE 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:


(Authorized Signature)

CHARLES K. SCHWARTZ
(Print Name)

10/10/06
(Date)

Accepted by Lessor:

First Personal Bank


(Signature)

10/16/06
(Date)

ASSIGNMENT OF LEASE WITHOUT RECOURSE

2659380.75

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 ABL Financial ("Assignee"), its successors and assigns without recourse, subject to the terms and conditions herein, certain Pool of Leases and First Personal Bank, as Lessor, (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 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 there from, 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 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 subordinate 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 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, all without affecting Assignor's liability in any manner whatsoever. 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

By: Thomas C. [Signature]
Title: LEASING UNIT DIRECTOR
Date: 11/8/07

Assignee: ABL Financial, LLC

By: Tex J. Williamson [Signature]
Title: Vice President
Date: 11-9-08

Exhibit "A" to FRB Assignment dated 11/08/2007

Lessee Name 1	Lease Number	Print Start Date	Original Lease Term	Description	Compounding Frequency	Payment	Ream prints	# of prints	Financing Requested (NPV)	Part due AEL	NPV on Nov 1, stream in arrears
AdvantCare Health, Inc.	JR1007	12/8/2007	24	Medical Equipment	M	\$2,180.78	22	22	\$44,891.16	\$0.00	44,120.21
Alcan Healthcare, LLC	HO1014	12/1/2007	36	Medical Equipment	M	\$761.43	38	32	\$22,521.78	\$0.00	22,481.03
Alfred Health Care	HI1005	12/1/2007	60	Home Care Ventilators	M	\$7,044.30	46	46	\$273,460.32	\$0.00	273,578.70
Dickson Lumber Co.	GC1021	12/1/2007	16	Sch. 1	Q	\$12,479.34	14	14	\$12,582.68	\$0.00	182,200.77
Fitzmaurice Surgical	FA0114	12/1/2007	48	Esart Ventilators	M	\$4,240.28	39	39	\$145,091.88	\$0.00	145,428.02
Fischer's Medical Supplies	HN1020	12/1/2007	36	Medical Equipment	M	\$2,422.28	30	29	\$63,790.55	\$0.00	40,601.82
Korman, LLC	HI1003	12/8/2007	36	Medical Equipment	M	\$2,459.97	24	24	\$54,488.22	\$0.00	63,787.40
Landscape Medical Equipment, LLC	HI1018	12/1/2007	24	Medical Equipment	M	\$1,938.92	28	22	\$38,602.54	\$0.00	54,424.03
Landscape Medical Equipment, LLC	HP1032	12/8/2007	12	Medical Equipment	M	\$100.00	10	3	\$20,219.26	\$0.00	39,591.96
Loop Services, Inc.	HO1004	12/8/2007	24	Medical Equipment	M	\$3,461.86	10	3	\$20,219.26	\$0.00	20,200.06
Medic Medical Equipment, Inc.	HN1022	12/1/2007	24	Medical Equipment	M	\$2,428.38	21	19	\$43,005.70	\$0.00	43,201.17
Packaging Corp of America # 88	GB1023	12/1/2007	59	Phone System	M	\$1,506.84	17	16	\$22,733.26	\$0.00	22,811.98
Packaging Corp of America # 89	GB1024	12/1/2007	59	Phone System	M	\$883.00	41	41	\$39,618.48	\$0.00	30,563.04
Packaging Corp of America # 91	GC1026	12/1/2007	59	Phone System	M	\$727.00	41	41	\$28,093.68	\$0.00	26,048.46
Packaging Corp of America # 90	GD1014	12/1/2007	60	Phone System	M	\$987.00	42	42	\$22,860.00	\$0.00	32,820.50
Packaging Corp of America # 83	GE1004	12/1/2007	60	Phone System	M	\$800.00	44	44	\$28,656.86	\$0.00	28,605.00
Packaging Corp of America # 93	GE1005	12/1/2007	59	Phone System	M	\$795.00	43	43	\$30,520.30	\$81.29 (cust. overage)	30,474.05
Packaging Corp of America # 82	GE1013	12/1/2007	59	Phone System	M	\$895.00	43	43	\$28,387.87	\$0.00	29,314.52
Packaging Corp of America # 85	GF1021	12/1/2007	59	Phone System	M	\$873.00	45	45	\$33,108.78	\$4.17 (cust. overage)	33,048.96
Packaging Corp of America # 84	GF1022	12/1/2007	59	Phone System	M	\$790.00	44	44	\$34,199.42	\$0.00	34,187.63
Packaging Corp of America # 74	GX1003	12/1/2007	59	Phone System	M	\$5,103.00	34	34	\$30,147.89	\$0.00	30,083.13
Packaging Corp of America # 75	GX1201	12/1/2007	59	Phone System	M	\$1,081.00	35	35	\$156,281.72	\$0.00	155,000.70
Packaging Corp of America # 76	GX1202	12/1/2007	59	Phone System	M	\$1,628.00	35	35	\$33,190.51	\$0.00	33,070.55
Packaging Corp of America # 77	GY1008	12/1/2007	59	Phone System	M	\$1,142.00	36	36	\$50,893.40	\$0.00	50,743.50
Packaging Corp of America # 78	GY1010	12/1/2007	59	Phone System	M	\$575.00	36	36	\$36,583.16	\$0.00	36,496.89
Packaging Corp of America # 68	HL1007	12/1/2007	37	Phone System	M	\$728.00	30	30	\$18,400.65	\$0.00	18,378.33
Packaging Corp of America # 69	HL1009	12/1/2007	37	Phone System	M	\$795.00	28	28	\$19,798.60	\$0.00	19,759.77
Packaging Corp of America # 70	HL1010	12/1/2007	40	Phone System	M	\$814.00	28	28	\$20,504.89	\$0.00	20,288.14
Packaging Corp of America # 72	HL1011	12/1/2007	40	Phone System	M	\$823.00	31	31	\$24,793.16	\$0.00	20,782.54
RAI Medical Enterprises	GE1007	12/1/2007	36	Medical Equipment	M	\$345.00	33	33	\$28,862.47	\$0.00	25,805.68
Sheepcare Diagnostics, Inc	HH1006	12/1/2007	36	Medical Equipment	M	\$1,329.49	23	22	\$18,147.27	\$0.00	16,118.04
Sheepcare Diagnostics, Inc	HH1020	12/1/2007	12	Medical Equipment	M	\$799.49	24	23	\$27,095.45	\$0.00	27,148.25
Shirley Dental, PLLC	HD1010	12/24/2007	12	Medical Equipment	M	\$2,820.53	8	7	\$16,887.28	\$0.00	17,012.00
Union City Med. Supplies, Inc	HK1006	12/1/2007	48	Dental Cabinets	M	\$1,471.65	11	9	\$19,226.57	\$0.00	19,283.89
Union City Med. Supplies, Inc	HK1020	12/1/2007	24	Medical Equipment	M	\$2,081.61	42	41	\$12,777.71	\$0.00	12,819.19
Urgi Flow, LLC, The	FP1005	12/8/2007	60	Message Center	M	\$1,735.51	14	14	\$73,800.72	\$0.00	73,887.62
Vascular Surgery Associates, PA	GC1014	12/1/2007	60	Medical Equipment	M	\$5,540.72	28	27	\$24,253.75	\$0.00	24,198.44
Vascular Surgery Associates, PA	HC1030	12/22/2007	60	Ultrasound	M	\$1,200.00	44	44	\$138,747.68	\$0.00	136,647.20
Westhill Home Medical, LLC	HG1021	12/8/2007	24	Respiratory Equipment	M	\$898.30	32	31	\$45,713.74	\$0.00	45,711.08
					M	\$2,413.15	12	11	\$26,100.72	\$0.00	26,177.53
					M	\$2,413.15	12	11	\$25,549.84	\$0.00	25,625.57
						\$2,050,873.80			\$2,050,873.80		2,050,350.79

Handwritten signature
11/9/07

73000%

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) <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 </div> <div style="width: 35%; text-align: center;"> 9447856 </div> </div> <p style="text-align: center; margin-top: 20px;">NJ, Secretary of State</p>	

UCC Direct Services
Representation of filing

This filing is Completed
 File Number : 23829695
 File Date : 11-OCT-2006

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION NAME ALLIED HEALTH CARE SERVICES, INC.				
OR 1b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1a. MAILING ADDRESS 89 MAIN STREET		CITY ORANGE	STATE NJ	POSTAL CODE 07051
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION NJ	1g. ORGANIZATIONAL ID#, if any <input checked="" 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 NAME				
OR 2b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	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 (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

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

4. This FINANCING STATEMENT covers the following collateral
 60/EA. LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATORS, SERIAL NUMBERS
 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.

5. ALTERNATE DESIGNATION (if applicable):		<input type="checkbox"/> LESEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS		Attach Addendum (if applicable)		Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA FRANK				HH1005			
22250803							

UCC FINANCING STATEMENT AMENDMENT

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)

UCC Direct Services 13096234
P.O. Box 29071
Glendale, CA 91209-9071

NJ, Secretary of State

UCC Direct Services
 Representation of filing

This filing is Completed
 File Number : 23829695
 File Date : 07-JAN-2008

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # **23829695** 11-OCT-2006 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record)(or recorded) in the REAL ESTATE RECORDS

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 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: Please refer to the detailed instructions in regards to changing the name/address of a party
 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 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION NAME

OR 6b. INDIVIDUAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION NAME
AEL Financial, LLC

OR 7b. INDIVIDUAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS
600 N. Buffalo Grove Rd. CITY **Buffalo Grove Rd.** STATE **IL** POSTAL CODE **60089** COUNTRY **USA**

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID#, if any 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 NAME
FIRST PERSONAL BANK

OR 9b. INDIVIDUAL LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA **FRANK** **HH1005**
27730242 Debtor Name: **ALLIED HEALTH CARE SERVICES, INC.**

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

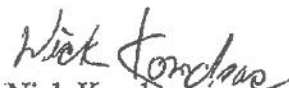
This letter is your formal notification of default under your lease or agreement and applicable guaranty with AEL Financial, LLC. Despite our repeated attempts to reach you and work with you, you have chosen to ignore this default or make any reasonable attempt to address the matter. Your lease had been 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



Nick Kondras
Collection Manager
847-465-7201

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

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.

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