

24833537

MASTER LEASE SCHEDULE**\$1.00 Purchase Option**Schedule No
01

This Master Lease Schedule No. 01 ("Lease") is by and between **DE LAGE LANDEN FINANCIAL SERVICES, INC.** ("Lessor") and **ALLIED HEALTH CARE SERVICES, INC.** ("Lessee") and incorporates the terms and conditions of that certain Master Lease Agreement dated as of **JUNE 21, 2007** between Lessor and Lessee ("Master Lease"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described items of the System (as defined in the Master Lease) for the Lease Term and on terms and conditions set forth herein. The Lease shall become effective as against Lessor upon Lessor's execution hereof.

1. **SYSTEM:** (see Attachment A)

System Location	City	State	Zip	Phone
SAME AS BILLING ADDRESS				
100 MAIN STREET	ORANGE	NJ	07051	973-676-3344 TFV-18026

2. **LEASE TERM:**

The Lease shall commence on the day that Lessee executes a Delivery and Acceptance Certificate with respect to the System ("Commencement Date"). The Base Lease Term of the Lease shall be for the term indicated below and shall commence on either the first or fifteenth day of the month following the Commencement Date, according to Lessor's standard procedures ("Base Term Commencement Date").

(a) **Base Lease Term (in months):** 483. **LEASE PAYMENTS:**

(a) Interest Rent is due and payable in full on the date specified in Lessor's Invoice(s) therefore and shall be computed by dividing one payment of Base Term Rent by thirty (30) and multiplying the result by the number of days from and including the Commencement Date to the day preceding the Base Term Commencement Date.

(b) **Base Term Rent consists of:**

Number of Payments	Amount	Term	Total
48	13408.20	EXEMPT	13408.20

Frequency of Base Term Rent:

 Monthly Quarterly Other _____

The first installment of Base Term Rent shall be due and payable upon its earlier of (i) the date specified in Lessor's Invoice therefore, or (ii) Base Term Commencement Date.

4. **SPECIAL PAYMENTS:**

The following Special Payment(s) shall be due and payable on the date Lessee executes this Lease.

Special Interest	(PLUS)	Ad Valorem	(PLUS)	Other	(PLUS)	Total
0.00	+	0.00	+	0.00	=	\$0.00

5. **DOCUMENT FEE:** 300.006. **STIPULATED LOSS VALUE:** (None)7. **STANDARDS FOR USE AND MAINTENANCE:** (see Master Lease)8. **STANDARDS FOR RETIREMENT CONDITION:** (see Master Lease)9. **LEASE END OPTION:**

Provided no Event of Default shall have occurred and remain unocurred, Lessee may upon the expiration of the Lease Term exercise any one of the following options with respect to not less than all items of the System leased hereunder, (i) terminate the Lease and return the System to Lessor, (ii) extend the Lease Term at the then fair rental value ("Fair Rental Value") for an extension term the length of which shall be determined by agreement between Lessee and Lessor or (iii) purchase the System for cash price equal to \$1.00 ("Cash Price"). Lessee agrees to provide Lessor with written notice of Lessor's election not less than 180 days prior to the expiration of the Lease Term. If Lessee fails to pay Lessor 180 days prior written notice or the parties do not agree on the length of an extension term, the Lease shall automatically be extended without notice to Lessee upon the same terms and conditions for an additional 180 days and may be terminated thereafter upon 180 days prior written notice to Lessor. Upon receipt of Lessor's notice of termination and prior to the return of the System, Lessor shall be entitled to expense the System for waste or loss at the Lessor's discretion during reasonable business hours (so long as such expense does not unreasonably interfere with Lessor's business operations). If by proper notice Lessee elects to purchase the System and upon receipt by Lessor of the Cash Price and all other sums due hereunder, Lessor shall convey title to the System to Lessee free of liens and encumbrances created by Lessor on an AS-IS, WHERE-IS basis and without warranty.

Fair Rental Value shall mean an amount which would obtain in a transaction between an informed and willing lessee (other than a dealer) and an informed and willing lessor (assuming for this purpose that the System shall have been maintained in accordance with this Lease and taking into consideration the in-place value of the System to Lessee) and will be determined by agreement between Lessor and Lessee.

10. **ADDITIONAL PROVISIONS:** (None)11. **MODIFICATIONS AND WAIVERS; EXECUTION IN COUNTERPARTS:**

To the extent any of the terms and conditions set forth in this Lease conflict with or are inconsistent with the Master Lease, this Lease shall govern and control. No amendment, modification or waiver of this Lease will be effective unless evidenced by a written document signed by both parties. This Lease may be executed in counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Schedule to be executed and delivered by their duly authorized representatives as of the dates set forth below.

LESSOR: **ALLIED HEALTH CARE SERVICES, INC.**

Signature: Charles K. Schreiber Date: 6/25/07

Print Name: CHARLES K. SCHREIBER

Title: President

LESSOR: **DE LAGE LANDEN FINANCIAL SERVICES, INC.**

Signature: Paul Baskin Date: 6/28/07

Print Name: PAUL BASKIN

Title: Credit Manager

Lease Number	24833537	Customer Number
Commencement Date		Base Term Commencement Date

SCHEDULE A**System Description**

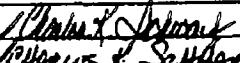
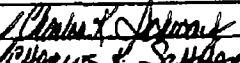
Schedule A forming part of the Lease Agreement by and between DE LAGE LANDEN FINANCIAL SERVICES, INC. ("Lessor") and ALLIED HEALTH CARE SERVICES, INC. ("Lessee")

Reference Number: TFV-18026

System Description:

100 PVL102 LIFECARE PRODUCTS PVL 102 HOME CARE VENTILATORS

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	
Signature X	
Print Name	<u>Robert J. Schaffer</u>
Title	<input checked="" type="checkbox"/> President
Date	<u>6/28/07</u>
Legal Name of Corporation	<u>ALLIED HEALTH CARE SERVICES, INC.</u>

LESSOR ACCEPTANCE	
Signature X	
Print Name	<u>Tim Becker</u>
Title	<input type="checkbox"/> Controller
Date	<u>6/28/07</u>
Legal Name of Corporation	<u>DE LAGE LANDEN FINANCIAL SERVICES, INC.</u>