

# **EXHIBIT A**

## MASTER LEASE AGREEMENT

LESSOR: GLOBAL VANTAGE LTD.  
2424 South East Bristol Street, Suite 280  
Newport Beach, CA 92660  
(949) 574-9800

MASTER LEASE AGREEMENT NO.: 04092233

This Master Lease Agreement is made this ✓ 28 day of ✓ APRIL, 2009, between GLOBAL VANTAGE LTD. ("Lessor") with its principal place of business located at 2424 South East Bristol Street, Suite 280, Newport Beach, CA 92660 and ALLIED HEALTH CARE SERVICES, INC. ("Lessee") having its principal place of business at 89 Main Street, Orange, NJ 07050.

- LEASE AGREEMENT.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all of the personal property ("Equipment") described in Equipment Lease Schedule(s), which are or may from time to time be executed by Lessor and Lessee and attached hereto and incorporated herein by reference ("Schedules"), together with any attachments, replacement parts, substitutions, additions, repairs or accessories now or hereafter incorporated in or affixed to such items of Equipment, upon the terms and conditions set forth in this Equipment Lease Agreement ("Lease"), as supplemented by the terms and conditions set forth in the appropriate Schedule(s) identifying such items of Equipment. All terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee except as specifically modified in writing signed by an authorized representative of Lessor. Whenever reference is made to the "Lease", it will be deemed to include each of the Schedules identifying all items of Equipment, all of which constitute one undivided Lease of the Equipment, and the terms and conditions of which are incorporated herein by reference.
- SELECTION OF EQUIPMENT.** Lessee will select the type, quantity and supplier of each item of Equipment designated in the appropriate Schedule(s), and in reliance thereon, Lessor will order such Equipment from such supplier or accept an assignment of any existing purchase order. Lessor will have no liability for any delivery or failure by the supplier to fill the purchase order or to meet any of the conditions contained therein. Lessee acknowledges that Lessor has not participated and will not participate in any way in Lessee's selection of the Equipment or of the supplier, and that Lessor has not manufactured or supplied the Equipment.
- ACCEPTANCE OF EQUIPMENT.** Upon delivery of any Equipment to Lessee, Lessee agrees to immediately inspect such Equipment and to execute an Acknowledgment and Acceptance of Equipment by Lessee, as provided by Lessor, within ten (10) days of delivery of said Equipment. Lessee's execution and delivery of said Acknowledgment and Acceptance of Equipment by Lessee covering any Equipment shall conclusively establish, as between Lessor and Lessee, that such Equipment is satisfactory in every respect. Lessee authorizes Lessor to insert in this Lease serial numbers or other identifying data with respect to the Equipment.
- DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES.** LESSEE ACKNOWLEDGES THAT LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, COMPLIANCE OF THE EQUIPMENT WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, THE ABSENCE OF ANY PATENT INFRINGEMENT, OR THE EXISTENCE OF ANY LATENT DEFECTS. LESSEE FURTHER ACKNOWLEDGES THAT LESSEE LEASES THE EQUIPMENT "AS IS" AND WITH ALL FAULTS, AND THAT LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, SERVICE, OR MAINTAIN THE EQUIPMENT. BASED ON THE FOREGOING, LESSEE AGREES NOT TO ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER OR MANUFACTURER, OR IS UNSATISFACTORY FOR ANY REASON, REGARDLESS OF CAUSE OR CONSEQUENCE, LESSEE'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT AND NOT AGAINST LESSOR. LESSEE ACKNOWLEDGES THAT ANY MANUFACTURER'S OR SELLER'S WARRANTIES ARE FOR THE BENEFIT OF BOTH LESSOR AND LESSEE AND TO THE EXTENT PERMITTED BY THE MANUFACTURER OR SELLER, AND PROVIDED LESSEE IS NOT IN DEFAULT UNDER THIS LEASE, LESSOR SHALL MAKE AVAILABLE TO LESSEE ALL MANUFACTURER OR SELLER WARRANTIES WITH RESPECT TO THE EQUIPMENT. LESSEE SPECIFICALLY ACKNOWLEDGES THAT THE EQUIPMENT IS LEASED TO LESSEE SOLELY FOR

COMMERCIAL OR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, HOUSEHOLD, OR AGRICULTURAL PURPOSES, AND LESSEE'S OBLIGATIONS TO PAY RENT OR PERFORM OTHER OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO REDUCTION OR SETOFF BY REASON OF THE LOSS, DAMAGE OR DESTRUCTION OF THE EQUIPMENT OR FAILURE OF THE EQUIPMENT TO CONFORM TO ANY WARRANTIES OR ANY DEFAULT BY LESSOR.

The parties have specifically negotiated and agreed to the foregoing paragraph.

Lessee's initials: 

5. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties that this Lease qualify as a statutory finance lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee has selected both the equipment and the supplier from whom Lessor is to purchase the Equipment.

**LESSEE IS HEREBY ADVISED THAT LESSEE MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT EVIDENCING THE LESSOR'S PURCHASE OF THE EQUIPMENT FROM THE SUPPLIER CHOSEN BY LESSEE AND THAT LESSEE SHOULD CONTACT THE SUPPLIER OF THE EQUIPMENT FOR A DESCRIPTION OF ANY SUCH RIGHTS.**

6. **ASSIGNMENT BY LESSEE PROHIBITED.** WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE WILL NOT ASSIGN THIS LEASE OR SUBLEASE THE EQUIPMENT OR ANY INTEREST THEREIN, OR PLEDGE OR TRANSFER ANY INTEREST IN THIS LEASE, OR OTHERWISE DISPOSE OF LESSEE'S INTEREST IN THE EQUIPMENT COVERED BY THIS LEASE.

7. **COMMENCEMENT AND TERMINATION; RENTAL PAYMENTS; INTERIM RENTALS.** The obligations under this Lease will commence upon the written acceptance of the Equipment by Lessee and will end upon full performance and observance by Lessee of each and every term, condition and covenant set forth in this Lease and any extensions hereof. The rental term for the Equipment listed in each Schedule will commence on the first day of the month immediately following the Acceptance Date and will terminate on the last day of the term stated in each Schedule unless such Schedule has been extended or otherwise modified. Rental payments will be in the amounts and frequency as set forth on the face of this Lease or any Schedules hereto. If the Acceptance Date does not fall on the first day of the month, the rental charge for the period from the Acceptance Date to the Commencement Date will be an amount equal to the Monthly Rental Charge divided by thirty (30) and multiplied by the number of days from and including the Acceptance Date to the Commencement Date and such amount will be due and payable upon receipt of invoice. Lessor will have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within ninety (90) days after Lessee signs this Lease. Lessor will have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an Acknowledgment and Acceptance of Equipment by Lessee for the Equipment within ten (10) days after it is delivered to Lessee, with respect to any Schedule.

8. **SECURITY DEPOSIT.** As security for the prompt and full payment of the amounts due under this Lease, and Lessee's complete, faithful and timely performance of all its obligations under the provisions of this Lease, and any extensions or renewals thereof, Lessee will pledge and deposit with Lessor the security amount set forth in the section shown as "Security Deposit" on each respective Schedule. In the event of any default in the performance of any of Lessee's obligations under this Lease, Lessor may, but is not obligated to, apply said security deposit to the curing of such default. Within 15 days after Lessor mails notice to Lessee that Lessor has applied any portion of the Security Deposit to cure such default, Lessee will restore said Security Deposit to the full amount set forth in the respective Schedules. On the expiration or earlier termination of each Schedule to this Lease, or any extension or renewal thereof, provided Lessee has paid all of the rent called for and fully performed all other provisions of this Lease with respect to such Schedule, Lessor will return to Lessee any remaining balance of the Security Deposit with respect to such Schedule, without interest. Lessee acknowledges that said security deposit may be commingled with Lessor's other funds.

9. **LIMITED PREARRANGED AMENDMENTS; SPECIFIC POWER OF ATTORNEY.** In the event it is necessary to amend the terms of this Lease or the terms of any Schedule to reflect a change in one or more of the following conditions:

- a. Lessor's actual cost of procuring the Equipment;
- b. Lessor's actual cost of providing Equipment to Lessee;
- c. A change in the rental payments as a result of (a) or (b) above; or
- d. Description of the leased Equipment;

Lessee agrees that any such amendment will be described in a letter from Lessor to Lessee, and this Lease and any affected Schedules will be deemed amended and such amendments shall be incorporated herein/therein as if originally set forth herein/therein.

Lessee grants to Lessor a specific power of attorney for Lessor to use as follows: (1) Lessor may prepare, execute, sign and file on Lessee's behalf any instrument, document or financing statement Lessor deems necessary to perfect or protect Lessor's interest in the Equipment or pursuant to the Uniform Commercial Code and Lessee does hereby appoint Lessor its true and lawful attorney-in-fact to sign the name of Lessee with the same force and effect as if signed by Lessee for these purposes; and (2) Lessor may make a claim for, receive payment of, or sign, endorse or negotiate for Lessor's benefit any instrument representing proceeds from any policy of insurance covering the Equipment.

10. **LOCATION.** The Equipment shall be kept at the location specified in each Schedule or, if none is specified, at Lessee's address as set forth above, and shall not be removed from that location without Lessor's prior written consent. Lessor has the right to enter upon the premises where the Equipment is located to inspect the Equipment during normal business hours.

11. **USE.** Lessee will use the Equipment in a careful manner, make all necessary repairs at Lessee's expense, comply with all laws relating to its possession, use or maintenance, and will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. All additions, repairs or improvements made to the Equipment will belong to Lessor.

12. **OWNERSHIP; PERSONALTY.** The Equipment is, and will remain, the property of Lessor, and Lessee will have no right, title or interest therein or thereto except as expressly set forth in this Lease. The Equipment will remain personal property even though installed in or attached to real property.

13. **SURRENDER AND RENEWAL.** Through this Lease, Lessee does not acquire any ownership rights in the Equipment and has no option to purchase same. Upon at least ninety (90) days written notice to Lessor prior to the expiration of the Lease term, Lessee shall advise Lessor of its intention to return the Equipment to Lessor at the end of the Lease term. Provided Lessee has given such timely notice, Lessee shall return the Equipment, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. If Lessee fails to notify Lessor, or having notified Lessor, you fail to return the Equipment as provided herein, this Lease shall renew for consecutive ninety (90) day periods and Lessee agrees to continue to make Lease Payments at the same monthly Lease Payments as set forth in the Lease subject to the right of either party to terminate the Lease upon ninety (90) days written notice, in which case Lessee will immediately deliver the Equipment to Lessor as stated in this paragraph. In the event of default pursuant to Paragraph 20, Lessee at its sole and exclusive expense shall return the equipment to Lessor in a manner and at a location to be determined by Lessor. Lessee will incur any risk of loss associated with the shipping and return of the Equipment pursuant to this paragraph.

14. **LOSS AND DAMAGE.** Lessee will at all times bear the entire risk of loss, theft, damage or destruction of the Equipment from any cause whatsoever, and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or to comply with any other obligation under this Lease. In the event of damage to any Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall at Lessee's option do one of the following:

- a. Replace the same with like Equipment in good repair, acceptable to Lessor in which case title to such Equipment shall immediately vest in Lessor and this Lease will continue as though such event had not occurred; or
- b. Pay Lessor in cash the following:
  - (i) All amounts due by Lessee to Lessor with respect to all affected Schedules up to the date of the loss;
  - (ii) The unpaid balance of the total amounts due for the remaining term of the affected Schedules attributable to said item, discounted to present value at a discount rate of 6% as of the date of loss; and
  - (iii) The Lessor's estimate as of the time this Lease was entered into of Lessor's residual interest in the Equipment, discounted to present value at a discount rate of 6% as of the date of loss. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to Lessor's interest in such Equipment "as is, where is" and without any warranty, express or implied from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. **INSURANCE; LIENS; TAXES.** Lessee will provide and maintain from insurance companies satisfactory to Lessor, insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, with loss payable to Lessor. Lessee will also provide and maintain comprehensive

general all-risk liability insurance, including but not limited to product liability coverage, insuring Lessor and Lessee, with a severability of interest endorsement, or its equivalent, against any and all loss or liability for all damages, either to persons or property or otherwise, which might result from or happen in connection with the condition, use or operation of the Equipment, with such limits and with an insurer as are satisfactory to Lessor. Each policy shall expressly provide that said insurance as to Lessor and its assigns will not be invalidated by any act, omission or neglect of Lessee and cannot be canceled or modified without 30 days prior written notice to Lessor. As to each policy, Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Paragraph and shall designate Lessor as loss payee and/or additional insured. Lessor will have no obligation to ascertain the existence or adequacy of insurance, or to provide any insurance coverage for the Equipment or for Lessee's benefit.

Lessee must keep the Equipment free and clear of all levies, liens and encumbrances. Lessee will pay all charges, assessments and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by Lessor's net income.

If Lessee fails to procure or maintain said insurance or to pay said charges, assessments, or taxes, Lessor has the right, but is not obligated to, effect such insurance at Lessee's expense, or pay such charges, assessments, or taxes. In that event, Lessor shall notify Lessee of such payment and Lessee will repay to Lessor the cost thereof within 15 days after such notice is mailed to Lessee.

16. **INDEMNITY.** Lessee will hold Lessor harmless and indemnify and defend Lessor against any claims, actions, damages or liabilities, including all attorneys' fees, arising out of or connected with the Equipment or this Lease without limitation. Such indemnification shall survive the expiration, cancellation or termination of this Lease and Lessee waives any and all immunity Lessee may have under any industrial insurance act, with regard to indemnification of Lessor.

17. **ASSIGNMENT BY LESSOR.** Any assignee of Lessor shall have all of the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize and hereby consent to any assignment of this Lease by Lessor, and Lessee shall not assert against the assignee any defense, counterclaim, or set-off that Lessee may have against Lessor. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, devisees, personal representatives, survivors, successors in interest, and assigns of the parties hereto.

18. **SERVICE CHARGES; INTEREST.** If Lessee fails to make any payment required by this Lease within 10 days of the due date thereof, Lessee shall pay to Lessor:

- a. A default fee of 10% of the amount due, provided, however, that not more than one such fee shall be made on any delinquent payment regardless of the length of the delinquency;
- b. Any actual additional expenses incurred by Lessor in collection efforts, including, but not limited to, attorney's fees, long-distance telephone charges and travel expenses; and
- c. Interest on any delinquent payment or amount due under this Lease from the due date thereof until paid, at the lesser of the maximum rate of interest allowed by law or 18% per annum.

19. **TIME OF ESSENCE.** Time is of the essence for this Lease, and this provision will not be waived by the acceptance of late payments or defective performance.

20. **DEFAULT.** Lessee shall be in default of this Lease if:

- a. Lessee fails to make any payment due under the terms of this Lease for a period of 10 days from the due date thereof;
- b. Lessee fails to observe, keep or perform any term, covenant or provision contained in this Lease or any Schedule, and such failure continues for a period of 10 days;
- c. Lessee has made any misleading or false statement in connection with application for or performance of this Lease;
- d. The Equipment or any part thereof is subjected to any lien, levy, seizure, assignment, transfer, bulk transfer, encumbrance, application attachment, execution, sublease, or sale without prior written consent of Lessor, or if Lessee abandons the Equipment or permits any other entity or person to use the Equipment without the prior written consent of Lessor;
- e. Lessee or any guarantor of this Lease defaults on any obligation to Lessor, dies or ceases to exist;
- f. Lessee defaults on any other agreement it has with Lessor;
- g. A petition in bankruptcy is filed by or against Lessee, or if Lessee sells all or a substantial part of Lessee's assets, or if Lessee is a corporation and a majority of Lessee's voting stock is transferred, or if Lessee makes an assignment for the benefit of creditors; or
- h. Any of the above-listed events of default occur with respect to any guarantor.

21. **REMEDIES.** If Lessee is in default, Lessor, with or without notice to Lessee of any kind, may exercise any one or more of the following remedies, cumulatively, concurrently or separately, and without any election of remedies being deemed to have been made:
- a. Lessor may enter upon Lessee's premises and without any court order or other process of law may repossess and remove the Equipment, or render the Equipment unusable without removal, either with or without notice to Lessee. Lessee hereby waives any trespass or right of action for damages by reason of such entry, removal or disabling, and any such repossession shall not constitute a termination of this Lease;
  - b. Lessor may require Lessee, at its expense, to return the Equipment in good repair, excepting ordinary wear and tear resulting from proper use thereof, by delivering it, packed and ready for shipment, to such place or carrier as Lessor may specify;
  - c. Lessor may cancel or terminate this Lease and may retain any and all prior payments paid by Lessee;
  - d. Lessor may declare all current and future payments under this Lease immediately due and payable, including as to any or all items of Equipment, without notice or demand to Lessee;
  - e. Lessor may re-lease the Equipment to any third party, without notice to Lessee, upon such terms and conditions as Lessor alone shall determine, or may sell the Equipment without notice to Lessee, at private or public sale, at which sale Lessor may be the purchaser;
  - f. Lessor may sue for and recover from Lessee the sum of all unpaid rents and other payments due under this Lease, plus all accelerated future payments due under this Lease, discounted to their present value at a discount rate of 6%, as of the date of default, plus Lessor's estimate at the time this Lease was entered into of the value of Lessor's residual interest in the Equipment, reduced to present value at a discount rate of 6%, as of the date of default, less the net proceeds of disposition, if any, of the Equipment; and
  - g. Lessor may pursue any other remedy available at law, by statute or in equity

No right or remedy conferred upon or reserved to Lessor is exclusive of any other right or remedy provided or permitted herein, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law, equity, statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by Lessor of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

22. **MULTIPLE LESSEES.** Each Lessee is jointly and severally responsible and liable to Lessor under this Lease. Lessor may, with the consent of any Lessee hereunder, modify, extend or change any of the terms hereof without consent or knowledge of any other Lessee, without in any way releasing, waiving or impairing any right granted to Lessor against any other Lessee.

23. **EXPENSE OF ENFORCEMENT.** In the event any legal action is undertaken with respect to this Lease, the prevailing party (whether at trial or on appeal) in any such action shall be entitled to recover its costs and expenses, including, but not limited to reasonable attorney's fees and costs for the services rendered to such prevailing party.

24. **MISCELLANEOUS.**

- a. LESSEE ACKNOWLEDGES THAT THIS LEASE IS NONCANCELABLE BY LESSEE FOR THE RENTAL TERM SET FORTH IN EACH SCHEDULE.
- b. LESSEE UNDERSTANDS AND ACKNOWLEDGES THAT NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER OR AGENT OF ANY BROKER OR SUPPLIER, IS AN AGENT OF LESSOR. NO BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER, OR AGENT OF ANY BROKER OR SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY A BROKER OR SUPPLIER, NOR ANY SALESMAN, BROKER OR AGENT OF ANY BROKER OR SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENTALS AND TO PERFORM LESSEE'S OBLIGATIONS SET FORTH IN THIS LEASE.
- c. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument. In the event any provision hereof is declared invalid or unenforceable, such provision will be deemed severable from the remaining provisions of this Lease, all of which will remain in full force and effect.
- d. ENTIRE AGREEMENT; NO ORAL MODIFICATION; WAIVER. This instrument and the Schedules executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Equipment and the subject matter of this Lease. No provision of this Lease will be modified or rescinded unless in writing signed by an authorized representative of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

- e. JURISDICTION; VENUE. WITHOUT LIMITING THE RIGHT OF THE LESSOR TO BRING ANY ACTION OR PROCEEDING AGAINST THE LESSEE OR AGAINST PROPERTY OF THE LESSEE ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THIS LEASE IN THE COURTS OF OTHER JURISDICTIONS, THE LESSEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY CALIFORNIA STATE OR FEDERAL COURT, AND THE LESSEE IRREVOCABLY AGREES THAT ANY SUCH ACTION MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR FEDERAL COURT. LESSEE AGREES THAT IF ANY ACTION IS BROUGHT TO ENFORCE ANY OF THE PROVISIONS OF THIS LEASE BY EITHER PARTY IN CALIFORNIA, ORANGE COUNTY SHALL BE A PROPER PLACE FOR THE TRIAL OF SUCH ACTION.
- f. CHOICE OF LAW. THIS LEASE SHALL IN ALL RESPECTS BE INTERPRETED AND ALL RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE DETERMINED AND GOVERNED AS TO VALIDITY, INTERPRETATION, ENFORCEMENT AND EFFECT BY THE LAWS OF THE STATE OF CALIFORNIA. EXCEPT FOR LOCAL RECORDING STATUTES. THIS LEASE WAS EXECUTED IN THE STATE OF CALIFORNIA (BY LESSOR HAVING COUNTERSIGNED IT AT ITS PRINCIPAL OFFICE IN ORANGE COUNTY, CALIFORNIA) AND IT IS TO BE PERFORMED IN THE STATE OF CALIFORNIA BY REASON OF THE PAYMENTS REQUIRED TO BE MADE TO LESSOR IN CALIFORNIA.
- g. FOR THE DURATION OF THE LEASE, LESSEES SHALL SUBMIT TO LESSOR INTERNALLY PREPARED, QUARTERLY CONSOLIDATED FINANCIAL STATEMENTS, INCLUDING THE BALANCE SHEET, INCOME STATEMENT, AND STATEMENT OF CASH FLOWS WITHIN 30 DAYS OF EACH QUARTER'S END AND A COMPILED FINANCIAL STATEMENT WITHIN 90 DAYS OF EACH ANNUAL YEAR'S END. LESSEES SHALL ALSO SUBMIT ON A QUARTERLY BASIS WITHIN 15 DAYS OF EACH QUARTER'S END, THEIR ACCOUNTS RECEIVABLES AND ACCOUNTS PAYABLES AGING REPORTS, AND THE JOB-IN-PROGRESS REPORT.

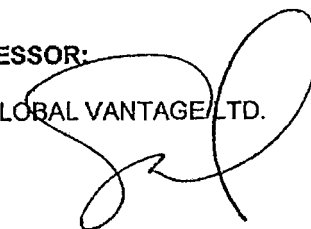
LESSEE:

ALLIED HEALTH CARE SERVICES, INC.

✓ Charles K. Schwartz  
 Charles K. Schwartz  
 Title: President  
 Date: ✓ 4/28/09

LESSOR:

GLOBAL VANTAGE LTD.

  
 Sheri Martin  
 Title: Documentation Manager  
 Date: 5/1/09

**AMENDMENT TO LEASE # 04092233**

**DATED:**  4/28/09


The Lessee, hereby acknowledges and confirms that they are in the primary business of short to medium term equipment rentals to consumers and commercial entities. As such, the equipment covered under this Lease Agreement may not be in the Lessee's direct care, custody and control at all times as required by Paragraph 10 of the Lease Agreement.

In lieu of Paragraph 10 of the Lease Agreement, Lessee shall be responsible for maintaining current and accurate records showing the location of all equipment covered under the Lease Agreement at all times. Lessee shall report the location of the equipment to Lessor upon written request by the Lessor. Failure to provide records on request shall constitute a breach of the Lease, which default shall be governed by the terms and conditions specified by Paragraph 20 of the Lease Agreement.

Lessee shall not under any circumstances encumber, sell, convert, dispose, convey, title, or otherwise transfer the equipment covered under the Lease Agreement without Lessor's express written consent. Lessee clearly understands that any such encumbrance, sale, conversion, disposition, or conveyance by Lessee shall constitute a breach of the Lease Agreement. In addition to those remedies available to Lessor in the event of such a breach, Lessor may seek additional civil or criminal charges against Lessee and any or all guarantors who are in any way involved in the breach.

**AGREED & ACKNOWLEDGED:**

GLOBAL VANTAGE LTD

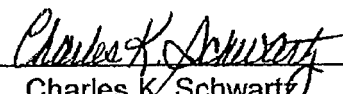
By:   
Sheri Martin

Title: Documentation Manager

Date: 5/1/09

**AGREED & ACKNOWLEDGED:**

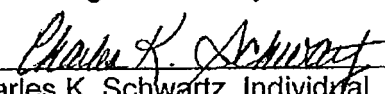
ALLIED HEALTH CARE SERVICES, INC.

By:    
Charles K. Schwartz

Title: President

Date:  4/28/09

**Guarantor Signature Required:**

By:    
Charles K. Schwartz, Individual

Date:  4/28/09



**LEASE SCHEDULE**

This Lease Schedule ("Lease Schedule"), dated and effective as of the 12<sup>th</sup> day of April, 2009 is attached to and governed by the terms and provisions of the Master Lease Agreement No. 04092233 dated 4/28, 2009 ("Lease") by and between Global Vantage Ltd. ("Lessor") and Allied Health Care Services, Inc. ("Lessee").

All capitalized terms used herein which are defined in the Lease shall have the same meaning herein.

**1. EQUIPMENT DESCRIPTION:**

<u>Quantity</u>	<u>Item</u>	<u>Model/Serial No.</u>
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See attached Equipment Lease Schedule A

**2. EQUIPMENT LOCATION:**

The above-referenced Equipment is to be delivered to and located on Lessee's premises at:

**89 Main Street, Orange, NJ 07050**

**3. RENTAL TERM: 36 Months**

**4. RENTAL:**

The first payment in the amount of \$6,900.00 is due 5-1, 2009.

Subsequent rental payments will be in the same amount and due on the same day monthly thereafter.

**5. NUMBER AND AMOUNT OF ADVANCE RENTAL PAYMENTS:**

NUMBER: First and Last      AMOUNT: \$13,900.00

**6. OPTIONS.** Lessor and Lessee agree that Section 13 of the Lease does not apply to this Lease Schedule. Lessee shall purchase the Equipment described in this Lease Schedule for one dollar (\$1.00) at lease expiration. In order to exercise the \$1.00 buyout, Lessee must not be in default under any of the provisions of the Lease. Lessee shall file, as party responsible for payment of personal property tax. Lessee shall promptly pay in full for all property taxes levied on or assessed against the Equipment listed on this Lease Schedule during the initial term and all renewals and extensions. Lessee shall provide proof of said filing or payment to Lessor upon request. In the event of default pursuant to Paragraph 20 of the Lease, Lessee at its sole and exclusive expense shall return the equipment to Lessor in a manner and at a location to be determined by Lessor. Lessee will incur any risk of loss associated with the shipping and return of the Equipment pursuant to this paragraph.

**7. THIS SCHEDULE AND ITS TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE INTO THE LEASE. LESSEE PERMITS LESSOR TO INSERT MODEL AND SERIAL NUMBERS OF EQUIPMENT WHEN DETERMINED BY LESSOR.**

LESSEE:

ALLIED HEALTH CARE SERVICES, INC.

BY: Charles K. Schwartz  
Charles K. Schwartz

TITLE: President

DATE: 4/28/09

LESSOR

GLOBAL VANTAGE LTD.

BY: Sheri Martin  
Sheri Martin

TITLE: Documentation Manager

DATE: 5/1/09

GLOBAL VANTAGE LTD.  
2424 South East Bristol Street, Suite 280, Newport Beach, CA 92660 (949) 574-9800

**EQUIPMENT LEASE SCHEDULE A**

LEASE AGREEMENT NO.: 04092233

LESSOR: GLOBAL VANTAGE LTD.

LESSEE: ALLIED HEALTH CARE SERVICES, INC.

REFERENCE DATE: ✓ 4/28/09

Equipment leased (the Equipment) is described as follows:

QUANTITY	ITEM DESCRIPTION
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Vendor: Donner Medical Marketing, 70 Sutton Drive, Berkeley Heights, NJ 07922

40	LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATOR SERIAL #s 158005, 006, 007, 008, 009, 010, 011, 012, 013, 015, 016, 017, 018, 019, 021, 022, 023, 024, 025, 027, 028, 029, 030, 031, 033, 034, 035, 036, 037, 038, 039, 040, 041, 044, 045, 046, 047, 048, 049, 050
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This schedule is attached to and made a part of that Master Lease Agreement referenced above.

LESSEE:

ALLIED HEALTH CARE SERVICES, INC.

BY: ✓ Charles K. Schwartz  
Charles K. Schwartz

TITLE: President

DATE: ✓ 4/28/09

LESSOR:

GLOBAL VANTAGE LTD.

BY: Sheri Martin  
Sheri Martin

TITLE: Documentation Manager

DATE: 5/1/09

**DELIVERY AND ACCEPTANCE  
CERTIFICATE**

RE: Master Lease Agreement No.: 04092233

To: Global Vantage Ltd.

This will certify that all of the equipment listed on Equipment Lease Schedule A ("Schedule A") attached hereto has been delivered to and installed at the installation address(es) set forth on said Schedule A, and is hereby accepted as of the date of this Certificate under the terms of Master Lease Agreement No. 04092233 between Lessor and Allied Health Care Services, Inc. as Lessee (the "Lease").

Each item of equipment listed on said Schedule A has been inspected by a representative of Lessee and is found satisfactory and acceptable in all respects for acceptance under said Lease.

Lessee hereby authorizes and directs Lessor to: (a) attach said Schedule A to (i) the referenced Lease Schedule, (ii) each UCC financing statement executed in connection with said Lease Schedule and (iii) all other related documents referencing the equipment; (b) insert all serial numbers and other identifying information and to make all corrections, additions or deletions in such documents as necessary to reflect such final listing of the equipment and the differences from any preliminary listing of the equipment originally attached to or included in the Lease Schedule; and (c) make payments to each vendor of the equipment pursuant to such vendor's invoice or any purchase order, purchase agreement or supply contract with such vendor, receipt and approval of which are hereby reaffirmed by Lessee.

Lessee hereby also reaffirms all of its representations, warranties and covenants as set forth in the Lease as of the date hereof and certifies that no event or condition has occurred and is continuing which constitutes an Event of Default under the Lease or would constitute such an Event of Default with the passage of time or the giving of notice or both.

Acceptance Date: 4/28/09

Lessee: Allied Health Care Services, Inc.

By Signature: ✓ Charles K. Schwartz

Typed Name: Charles K. Schwartz

Title: President

# **EXHIBIT B**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE AND ASSIGNMENT ("*Bill of Sale*") is dated as of May 1, 2009 by and among GLOBAL VANTAGE, LTD., a California corporation, having a principal place of business at 2424 South East Bristol Street, Suite 280, Newport Beach, CA 92660 ("*Global Vantage*") and UNITED WESTERN BANK, a Federally chartered savings bank, having a principal place of business at 700 17<sup>th</sup> Street, Denver, CO 80202 ("*UWB*").

WHEREAS, Global Vantage and Allied Health Care Services, Inc. as Lessee ("*Obligor*") have entered into that certain Master Lease Agreement #04092233 and Lease Schedule dated as of April 28, 2009 (the "*Lease*") pursuant to which Global Vantage has, on behalf of Obligor, purchased and financed the personal property more particularly described therein, the "*Products*"

WHEREAS, subject to the terms and conditions set forth herein, Global Vantage desires to sell, transfer and assign to UWB all of its right, title and interest into the Lease and the remaining payments due thereunder and the Products subject thereto, and UWB desires to accept such assignment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Global Vantage and UWB hereby agree as follows:

1. **DEFINITIONS.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in this Section 1 or the Lease, as applicable.

(a) "*Assigned Interest*" shall mean and include the following: (i) the Lease and the 34 remaining lease payments in the amount of \$6,900.00 each, due thereunder and all other amounts to come due under the Lease after the date hereof, including without limitation, late payment charges, insurance proceeds, condemnation proceeds related to the Products and all amounts payable or recoverable as a result of the occurrence of an Event of Default under the Lease on the part of Obligor; (ii) all documents related to the Lease executed by Obligor or related parties, including guaranties, certificates of acceptance and other such documents (collectively, such documents, including the Lease, are referred to herein as the "*Lease Documents*"); (iii) all of Global Vantage's right, title and interest in and to the Products and any agreements with the suppliers or manufacturers of the Products; and (iv) proceeds (cash and non-cash, including insurance proceeds) related to the foregoing and all of Global Vantage's rights and remedies under the Lease Documents, including without limitation, the right to initiate and conclude any and all proceedings, legal, equitable or otherwise, that Global Vantage otherwise might take to enforce its rights and remedies with respect to the Assigned Interest.

(b) "*Claims*" shall mean any and all costs, expenses, liabilities, obligations, losses, damages, penalties, actions or suits or claims of whatsoever kind or nature (whether or not on the basis of negligence, strict or absolute liability or liability in tort) which may be imposed on, incurred by, suffered by, or asserted against UWB.

(c) "*Closing Package*" shall mean (i) a certified copy of the Master Lease Agreement and the originals of the Lease Schedule and a final description of the Products related thereto; (ii) originals of documentation evidencing Obligor's acceptance of the Products; (iii) proof of insurance coverage for the Products; (iv) invoices for the Products in form and substance reasonably satisfactory to UWB; (v) an original of this Assignment duly executed by Global Vantage; (vi) UCC-1 financing statements naming Obligor as debtor and Global Vantage as secured party covering the Products; (vii) an original UCC-3 financing statement naming UWB as assignee of Global Vantage; (viii) an original notice of assignment, in the form attached hereto as EXHIBIT A (the "*Notice of Assignment*") duly executed by Global Vantage to be

delivered to Obligor promptly after Global Vantage's receipt in full of the Purchase Price (as hereinafter defined) and (ix) a satisfactory telephone audit by UWB and (x) such other documentation as reasonably requested by UWB.

(d) "Repurchase Price" for the Assigned Interest shall be equal the sum of (i) all amounts past due under the Lease with interest thereon accruing at ten percent (10%) (the "Interest Rate"), compounded monthly from the relevant due date; (ii) the present value of the remaining unpaid amounts to come due under the Lease discounted at six percent (6%) (the "Discount Rate") to the relevant date of repurchase.

2. **SALE AND ASSIGNMENT.** (a) Upon UWB's receipt of the last of the items comprising the Closing Package, UWB shall pay to Global Vantage the amount of \$205,153.63 (the "Purchase Price") by wire transfer of immediately available funds, in consideration of Global Vantage's sale, transfer and assignment to UWB all of its right, title and interest in and to the Assigned Interest.

(b) Title and risk of loss related to the Assigned Interest shall pass to UWB upon Global Vantage's receipt in full of the related Purchase Price. Global Vantage shall bear all risk of loss to the Products prior to such time.

(c) Except as otherwise set forth herein or in any other agreement between the parties, UWB hereby (i) assumes all risks of Obligor's bankruptcy, insolvency and financial inability to make payments as required under the terms of the Lease; and (ii) acknowledges that it shall not have any credit recourse against Global Vantage in connection with the Lease.

3. **REPRESENTATIONS AND WARRANTIES OF GLOBAL VANTAGE.** Global Vantage hereby represents and warrants that:

(a) Global Vantage has the absolute right to sell, transfer and assign the Assigned Interest to UWB; and upon the payment of the Purchase Price, UWB shall acquire good and marketable title to the Assigned Interest, free and clear of all liens, claims, interests and encumbrances, except the rights of Obligor under the Lease.

(b) The Lease Documents (i) have been duly and validly authorized and executed by Obligor; (ii) are in full force and effect; (iii) constitute the legal, valid and binding obligations of Obligor and any guarantors or related parties thereto; and (iv) are enforceable in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization or moratorium or similar laws affecting creditors' rights generally.

(c) The Lease Documents accurately reflect the number and amount of the payments due thereunder.

(d) No security deposit, except as specified in the Lease Schedule, or prepayment of any amount has been received by Global Vantage, and Global Vantage has not granted, and will not grant, Obligor any allowance, credit memo or adjustment in relation to the payments due under the Lease Documents.

(e) The Lease is the sole and entire understanding and agreement between Obligor and Global Vantage with respect to the Products, and there are no other agreements between them with respect to the same.

(f) Except for any original counterparts in Obligor's possession, all original counterparts of the Lease Documents have been delivered to UWB.

(g) Global Vantage has not previously encumbered or assigned the Assigned Interest.

(h) To the best of Global Vantage's knowledge, the Products do not infringe any applicable patent, registered design, trademark or copyright or any similar state right or involve the misappropriation of any trade secrets.

(i) No representations, warranties or covenants have been made to Obligor by Global Vantage concerning the Products, except for the same that are set forth in (i) the published marketing literature and specifications of the manufacturer thereof; (ii) any agreement, purchase order, specification or bid document that defines all or any part of the Products.

(j) The Products are new and not used equipment.

(k) All taxes, including sales and property taxes and import duties, assessed against the Products are payable by Obligor pursuant to the Lease.

(l) To the best of Global Vantage's knowledge, Obligor is not in default with respect to any of its obligations under the Lease Documents, including any event which with the passing of time or the giving of notice would constitute an event of default thereunder.

(m) Global Vantage has not defaulted with respect to any of its material obligations under any agreement with Obligor, and no event is known to have occurred and is continuing which, with the passage of time or the giving of notice or otherwise, would constitute a default by Global Vantage thereunder.

(n) To the best of Global Vantage's knowledge, all credit data submitted to UWB and all information delivered to Global Vantage by Obligor concerning Obligor's creditworthiness is true and correct in all material respects.

(o) The Products have been delivered to Obligor and has been accepted by the same.

(p) Global Vantage is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to execute, deliver and perform this Bill of Sale.

(q) Global Vantage's execution and delivery of this Bill of Sale, and the consummation of the transactions contemplated herein have been duly authorized by all requisite corporate action and will not violate any provision of law, judgment, injunction, writ or any order of any court or other agency of government, its articles of association, or any provision of any indenture, agreement or other instrument to which Global Vantage or any of its properties or assets is bound, or conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the properties or assets of Global Vantage.

(r) This Bill of Sale constitutes the valid and legally binding obligations of Global Vantage enforceable against it in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect.

4. **THIRD PARTY WARRANTIES.** Global Vantage hereby assigns to UWB (to the full extent to which the same may be assignable) all product warranties and indemnities of the manufacturer of the Products. To the extent any such warranties or indemnities may not be assignable, Global Vantage shall enforce the same in Global Vantage's name for the benefit of UWB.

5. **COVENANTS OF GLOBAL VANTAGE.** Global Vantage shall:

(a) Promptly notify UWB of any material default on the part of Obligor or any other party to the Lease.

(b) Promptly deliver to UWB all notices or other communication received or issued by it with respect to the Lease Documents and/or the Products.

(c) Immediately remit to UWB any amounts it receives in connection with the Lease that is otherwise due and payable to UWB.

(d) Not without UWB's prior written consent (i) repossess or consent to the return of any item Product; (ii) agree to modify, amend or terminate any Lease Document; (iii) waive any of rights of UWB under any Lease Document; or (iv) knowingly take any action which impairs the rights or interest of UWB with respect to the Assigned Interest.

(e) Satisfactorily perform its obligations arising under any agreements with Obligor.

6. **REMARKETING.** In the event for any reason UWB repossesses the Products, the remarketing of the same shall be conducted pursuant to the remarketing terms and conditions of any other programmatic agreement between the parties in effect at such time.

7. **EVENTS OF DEFAULT.** The following shall constitute events of default ("*Events of Default*") hereunder:

(a) Global Vantage fails to perform or observe any other material obligation, covenant or agreement set forth herein and such failure continues for thirty (30) days after written notice thereof.

(b) Any representation, warranty, financial statement, covenant or agreement on the part of Global Vantage herein that shall prove to have been materially false or misleading when made.

8. **REMEDIES.** In the event of the occurrence of an Event of Default, in addition to any other rights and remedies available to UWB at law or in equity, within five (5) days of UWB's demand therefor, Global Vantage shall pay to UWB an amount equal to the Repurchase Price. Promptly after UWB receives the Repurchase Price, UWB shall return to Global Vantage the original Closing Package and a bill of sale for the Assigned Interest. All such rights and remedies shall be cumulative and non-exclusive of any rights or remedies which they may have under any other agreement, by operation of law, or otherwise. No failure, on the part of UWB, to exercise and no delay in exercising any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE OCCURRENCE OF ANY EVENT OF DEFAULT HEREUNDER OR UNDER ANY OTHER LEGAL THEORY, WHETHER OR NOT EITHER PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.



9. **TRUE SALE.** The parties intend that this Bill of Sale be a true sale of the Assigned Interest with the full benefit of ownership regarding the Assigned Interest vesting in UWB and neither party intends the transactions contemplated hereunder to be, or otherwise characterized as, a loan from UWB to Global Vantage. Notwithstanding the foregoing, in the event this Bill of Sale is determined not to be a transfer of ownership, the parties agree that this Bill of Sale shall then be deemed to constitute Global Vantage's grant to UWB of a first priority security interest in the Assigned Interest and this Bill of Sale shall constitute a security agreement under applicable law, securing all obligations of Global Vantage set forth herein.

10. **ASSIGNMENT.** Global Vantage may not assign its rights, or delegate its duties and obligations under this Bill of Sale without the prior written consent of UWB. UWB may assign its rights, and delegate its duties and obligations, under this Bill of Sale in whole or part at any time. Subject to the foregoing, this Bill of Sale shall inure to the benefit of and be binding on Global Vantage and UWB, and their respective successors and assigns.

11. **NOTICES.** All notices, and other communications provided for in this Bill of Sale shall be in writing and mailed, sent or delivered to the receiving party at the address or facsimile number set forth below such party's name on the signature page hereto, or to such other address or facsimile number as may be designated from time to time by a party in writing to the other party. All such notices and communications shall be effective (a) if delivered by hand, when delivered; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the mail, first class, postage prepaid, and (c) if sent by facsimile transmission, upon transmission thereof, provided such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above.

12. **GOVERNING LAW; VENUE.** This Bill of Sale shall be governed by and construed in accordance with the laws of Colorado, including all matters of construction, validity and performance. The parties agree that any action or proceeding commenced under or with respect to this Bill of Sale shall be brought only in the county or district courts of Boulder County, Colorado, and the parties irrevocably consent to the jurisdiction of such courts and waive any right to alter or change venue, including by removal.

13. **ENTIRE AGREEMENT; SEVERABILITY; AMENDMENTS; WAIVER.** This Bill of Sale constitutes the entire agreement between the parties hereto and thereto concerning the matters covered herein and supersedes all prior agreements and/or understandings, between the parties, whether written or oral, concerning the matters addressed herein; and there are no understandings, agreements, representations or warranties, express or implied, which are not specified in writing and signed by the parties hereto. In the event that any of the terms of this Bill of Sale are or become illegal or unenforceable, such terms shall be null and void and shall be deemed deleted from this Bill of Sale, and all the remaining terms of this Bill of Sale shall remain in full force and effect. Except as otherwise expressly provided herein, the parties may amend a Bill of Sale from time to time, in writing signed by their duly authorized officers. No waiver of any provision of this Bill of Sale, nor consent to any departure by either party there from, shall in any event be effective unless the same shall be in writing and signed by a duly authorized officer of the party to be charged with the waiver or consent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. **FURTHER ASSURANCES.** Each party hereto agrees to perform acts and to execute and deliver any further documents as may be reasonably necessary to carry out the intent and provisions of this Bill of Sale.

15. **LEGAL EXPENSES.** Except as otherwise provided herein, each party shall be responsible for its own costs and expenses (including attorneys' fees) in connection with the negotiation, preparation and


execution of this Bill of Sale. In the event of any legal action to enforce or construe any provision of this Bill of Sale (including in any arbitration or mediation), the non-prevailing party or parties thereto shall pay the prevailing party the reasonable costs and expenses (including attorneys' fees) incurred by such prevailing party therein.

16. COUNTERPARTS. This Bill of Sale may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first above written above.

GLOBAL VANTAGE, LTD.

UNITED WESTERN BANK

By:   
Name: Sheri Martin  
Title: Documentation Manger

By: \_\_\_\_\_  
Name: Peo Akesson  
Title: Senior Vice President

Address for Notices:  
2424 South East Bristol Street, Suite 280  
Newport Beach, CA 92660

Address for Notices:  
700 17<sup>th</sup> Street, Suite 675  
Denver, CO 80202

**EXHIBIT A**

Notice of Assignment

# GLOBAL VANTAGE LTD.

*Catalysts for Corporate Finance Worldwide*

## **LESSEE NOTICE OF ASSIGNMENT**

May 1, 2009

Allied Health Care Services, Inc.  
Mr. Charles K. Schwartz, President  
89 Main Street  
Orange, NJ 07050

Re: **Master Lease Agreement 04092233**

Dear Mr. Schwartz:

We have assigned your Master Lease Agreement 04092233 to UNITED WESTERN BANK beginning with your June 1, 2009 payment of \$6,900.00.

All lease payments and other sums due under the terms of the Lease should be paid to:

**UNITED WESTERN BANK**  
780 17<sup>th</sup> Street, Ste 675  
Denver, CO 80202

UNITED WESTERN BANK will bill you monthly.

Please acknowledge receipt of this notice by signing below and faxing a copy to Peo Akesson, 720-932-9848

We appreciate your business and look forward to servicing your future leasing needs.

Thank you for your cooperation


Sincerely

GLOBAL VANTAGE LTD.



Sheri Martin

/sm



Charles K. Schwartz, President

2424 SE BRISTOL STREET, SUITE 280 NEWPORT BEACH, CA 92660 TEL: 949.574.9800 FAX: 949.574.9817  
www.globalvantage.com

# **EXHIBIT C**



**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)	
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	<b>18434540</b>
NJ, Secretary of State	

UCC Direct Services  
Representation of filing

This filing is Completed  
File Number : 25206685  
File Date : 27-APR-2009

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 <b>Allied Health Care Services, Inc.</b>				
OR				
1b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 89 Main Street		CITY Orange	STATE NJ	POSTAL CODE 07050
				COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION NJ	1g. ORGANIZATIONAL ID#, if any 0100097128 <input type="checkbox"/> NONE

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

2a. ORGANIZATION NAME				
OR				
2b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
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 <b>United Western Bank</b>				
OR				
3b. INDIVIDUAL LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 700 17th Street, Suite 675		CITY Denver	STATE CO	POSTAL CODE 80202
				COUNTRY USA

4. THIS FINANCING STATEMENT covers the following collateral:

THIS FINANCING STATEMENT IS FILED IN CONNECTION WITH A LEASE OF GOODS BETWEEN SECURED PARTY, AS LESSOR, AND DEBTOR, AS LESSEE, PURSUANT TO SECTION 9408 OF THE UNIFORM COMMERCIAL CODE, TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING WITHOUT LIMITATION, INSURANCE RECOVERIES.

EQUIPMENT LEASE #04092233:

40 LIFECARE PRODUCTS PLV 102 HOME CARE VENTILATOR  
 SERIAL #s 158005, 006, 007, 008, 009, 010, 011, 012, 013, 015, 016, 017, 018, 019, 021, 022,  
 023, 024, 025, 027, 028, 029, 030, 031, 033, 034, 035, 036, 037, 038, 039, 040, 041, 044, 045,  
 046, 047, 048, 049, 050

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

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

8. OPTIONAL FILER REFERENCE DATA JJM  
38497001

04092233

# **EXHIBIT D**

## CONTINUING GUARANTY OF LEASE

The undersigned ("Guarantor") is executing this guaranty at the solicitation of Allied Health Care Services, Inc. ("Lessee") to induce Global Vantage Ltd. ("Lessor"), whose address is 2424 South East Bristol Street, Suite 280, Newport Beach, California 92660 to extend credit to Lessee pursuant to that certain Master Lease Agreement No. 04092233 ("Lease") between Lessor and Lessee dated 4/23/09, 2009 (the "Lease").

1. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor unconditionally and absolutely guarantees to Lessor the due and punctual payment and performance of all of Lessee's present and future indebtedness and obligations to Lessor under the Lease, and under all Lease Schedules, modifications, amendments, renewals and extensions of the Lease, including payment to Lessor of all rents and monies due and to become due to Lessor from Lessee under the Lease in the amounts and at the times set out in the Lease Schedule(s), and performance of all the terms, covenants and conditions of the Lease. All such indebtedness and obligations are referred to in this guaranty as the "Indebtedness" and will be payable by Guarantor to Lessor, or order, immediately on demand in the event of any default by Lessee with respect to the Indebtedness or any part thereof. All payments shall be made to Lessor at the address indicated above, or such other address as Lessor may direct in writing, in lawful money of the United States without setoff, deduction or counterclaim. Time is of the essence in the performance by Guarantor under this guaranty.
2. Guarantor is fully aware of the financial condition of Lessee. Guarantor represents and warrants that he is in a position to obtain any additional information concerning Lessee as Guarantor may desire. Guarantor assumes the full responsibility for being and keeping himself informed of the financial condition and assets of Lessee and of all other circumstances bearing upon the risks of nonpayment of the Indebtedness which diligent inquiry would reveal. Absent a written request for such information by Guarantor, Lessor shall have no duty to advise Guarantor of information known to it regarding such conditions or any such circumstances, regardless of whether Lessor has reason to believe that any such information materially increases the risk beyond that which Guarantor intends to assume or has reason to believe that such information is unknown to Guarantor or has a reasonable opportunity to communicate such information to Guarantor. By executing this guaranty, Guarantor knowingly accepts the full range of risks encompassed within a contract of continuing guaranty which risks Guarantor acknowledges includes the possibility that Lessee will incur additional Indebtedness for which Guarantor will be liable after Lessee's financial condition or ability to pay such Indebtedness has deteriorated.
3. Guarantor authorizes Lessor, whether before or after revocation of this guaranty, without notice or demand and without affecting or impairing Guarantor's liability hereunder, from time to time to do one or more of the following: (a) renew, compromise, settle, extend, increase, accelerate or otherwise change the time for payment, discharge or performance of the Indebtedness or any part thereof; (b) change the terms of the Indebtedness or any part thereof, including increase or decrease of the rate of interest thereon or the rent; (c) take and hold security for the payment of the Indebtedness or any part thereof or any guarantee thereof, and subordinate, exchange, modify, vary, enforce, waive, release (intentionally or unintentionally), renew or abstain from perfecting or taking advantage of any security; (d) apply any sums received from Lessee or any other person or from the disposition of any security to any indebtedness whatsoever owing from Lessee or such person or secured by such security, in such manner and order as Lessor determines, and regardless of whether such indebtedness is part of the Indebtedness, is secured, or is due and payable; (e) apply any sums received from Guarantor or from the disposition of any security for the obligations of Guarantor, to any of the Indebtedness in such manner and order as Lessor determines, regardless of whether such Indebtedness is secured or is due and payable; or (f) release, substitute or add any one or more cosigners, endorsers or other guarantors of the Indebtedness.
4. Guarantor waives: (a) all presentments, demands for performance, notices of nonperformance, protests, and all other notices, including notices of all of the following: protest, dishonor, acceptance of this guaranty, any default, partial payment or nonpayment of all or any part of the Indebtedness and the existence, creation, or incurring of new or additional Indebtedness; (b) any right to require Lessor to proceed against Lessee or any other person, to proceed against or exhaust any security held from Lessee or any other person for this guaranty or to pursue any other remedy in Lessor's power whatsoever; (c) the benefits of any laws which provide that the obligation of a guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduce a guarantor's obligation in proportion to the principal obligation; (d) any defense arising by reason of the invalidity, illegality or lack of enforceability of the Indebtedness or any part thereof, or by reason of any incapacity, lack of authority, death, disability or other defense of Lessee or any other person, or by reason of the failure of Lessor to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of Lessee or any other person, or by reason of the cessation from any cause whatsoever of the liability of Lessee or any other person with respect to all or any part of the Indebtedness, or by reason of any act or omission of Lessor or others which directly or indirectly results in the discharge or release of Lessee or any other person or any Indebtedness or any security therefor, whether by operation of law or otherwise; (e) any defense arising because of Lessor's election, in any proceeding instituted under the federal Bankruptcy Code, of the application of Section 1111(b)(2) of the federal Bankruptcy Code; (f) any defense based on any borrowing or grant of a security interest under Section 364 of the federal Bankruptcy Code; (g) any defense arising by reason of Lessor's failure to obtain, perfect, continue, maintain or keep in force any security interest in, lien or encumbrance upon, any property of Lessee or any other person, or by reason of any interest of Lessor in any property, whether as owner thereof or the holder of a security interest or lien or encumbrance thereon, being invalidated, avoided, declared void, fraudulent or preferential or otherwise set aside, or by reason of any impairment by Lessor of any right to recourse or collateral; (h) any right to require Lessor to marshal any assets in favor of Guarantor; (i) any defense based upon any failure of Lessor to give Lessee or Guarantor notice of any sale or other disposition of any property securing any or all of the indebtedness or any guarantee thereof, or any defect in any notice that may be given in connection with any sale or disposition of any such property, or any failure of Lessor to comply with any provision of applicable law in enforcing any security interest in or lien upon any such property, including any failure by Lessor to dispose of any such property in a commercially reasonable manner; (j) any defense based upon or arising out of any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against Lessee or any other person, including any discharge of, or bar

- against collecting, any of the Indebtedness (including any interest thereon), in or as a result of any such proceeding; and (k) any defense based on any dissolution or termination of, or increase, decrease or change in membership of any guarantor or Lessee which is a partnership.
5. Guarantor expressly waives all rights of, or to, subrogation, reimbursement, indemnity, exoneration, contribution, or any other rights, remedies or claims, whether contractual, legal, equitable, or otherwise, which Lessor or any other party may have or acquire, against Lessee, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lessor.
  6. Lessor may, at its election, but without obligation to do so, exercise any right or remedy it may have against Lessee or any other person or any real or personal property security it holds for the Indebtedness or any part thereof or any guaranty thereof, including foreclosing a trust deed judicially or nonjudicially or taking a deed, assignment or transfer in lieu of foreclosure as to any such property, without affecting or impairing in any way the liability of Guarantor hereunder except to the extent the Indebtedness has been paid, even if the effect of such action is to destroy or diminish Guarantor's subrogation rights, Guarantor's right to proceed against Lessee for reimbursement, Guarantor's right to recover contribution from any other guarantor or any other right or security, and Guarantor waives any defense arising out of the absence, impairment or loss of any right of Guarantor of subrogation, reimbursement or contribution or of any other right or security, whether resulting from an election of remedies by Lessor or any act or omission by Lessor or otherwise. Without limiting the foregoing, Guarantor understands that if Lessor nonjudicially forecloses any trust deed now or hereafter securing any of the Indebtedness or any part thereof, Guarantor will remain liable to Lessor for any deficiency, even though Guarantor will lose his right of subrogation, will be unable to recover from Lessee the amount of the deficiency for which Guarantor is liable and may lose other rights, and even though Guarantor would have retained such rights if Lessor had foreclosed said trust deed by judicial rather than nonjudicial foreclosure. Without in any manner limiting the generality of the foregoing or any other provision of this guaranty, Guarantor waives the benefits of the provisions of Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2899 and 3433 of the California Civil Code and Sections 580a, 580d and 726 of the California Code of Civil Procedure, and any similar or analogous statutes of this or any other jurisdiction.
  7. The obligations of Guarantor hereunder are independent of the obligations of Lessee. A separate action or actions may be brought and prosecuted against Guarantor without first proceeding against Lessee or any other person or any security held by Lessor and without pursuing any other remedy and without joining Lessee or any other person in any such action or actions. Guarantor waives the benefit of any statute of limitations affecting his liability hereunder or the enforcement thereof. Any payment of any Indebtedness or other act which shall toll any statute of limitations applicable thereto shall also operate to toll such statute of limitations applicable to Guarantor's liability hereunder.
  8. Any indebtedness of Lessee now or hereafter held by Guarantor is hereby subordinated to the Indebtedness of Lessee to Lessor; and such indebtedness of Lessee to Guarantor if Lessor so requests shall be collected, enforced and received by Guarantor as trustee for Lessor and be paid over to Lessor on account of the Indebtedness of Lessee to Lessor but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this guaranty. Should Guarantor fail to collect proceeds of debt owed to it by Lessee and pay the proceeds to Lessor, Lessor as Guarantor's attorney-in-fact may do such acts and sign such documents in Guarantor's name as Lessor considers necessary to effect such collection.
  9. It is not necessary for Lessor to inquire into the powers of Lessee or of the officers, directors, partners or agents acting or purporting to act on its behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.
  10. Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses which may be incurred by Lessor in any effort to collect or enforce the Indebtedness or this guaranty.
  11. Nothing shall discharge or satisfy the liability of Guarantor hereunder except the full performance and payment of the Indebtedness of Lessee to Lessor. If any payment with respect to any or all of the Indebtedness by any person or from any property is subsequently invalidated, avoided, declared to be void, fraudulent or preferential or otherwise set aside, and is required to be repaid by Lessor to a trustee, receiver or any other party under any bankruptcy act, state or federal, common law or equitable cause or otherwise, then to the extent of such repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made. When any claim is asserted that any such payment is invalid, void, fraudulent, preferential or otherwise subject to being set aside, Lessor may compromise or settle any such claim and to the extent of any repayment by Lessor as part of any such compromise or settlement, the obligation or part thereof intended to be satisfied shall likewise be revived and continued in full force and effect as if such payment had not been made. In each case, payments received by Lessor which are so repaid shall not discharge, satisfy or reduce the liability of Guarantor hereunder and Guarantor shall be and remain fully liable therefore.
  12. Guarantor warrants, represents and covenants to Lessor that all Guarantor's financial statements, including income statement(s) and balance sheets(s), which may have been delivered to Lessor, properly state Guarantor's financial condition, that there has been no material adverse change in the financial condition of Guarantor as reflected in the statements since the date thereof and that the statements do not fail to disclose any fact or facts which might materially and adversely affect Guarantor's financial condition. Guarantor shall immediately give Lessor written notice of any material adverse change in his financial condition, including litigation commenced, tax liens filed, defaults claimed under his indebtedness for borrowed money or bankruptcy proceedings commenced against Guarantor by any person.
  13. This guaranty shall inure to the benefit of Lessor, its successors and assigns, and shall bind the heirs, executors, administrators, successors and assigns of Guarantor. Any married person who signs this guaranty agrees that recourse may be had against his or her separate property for all of his or her obligations hereunder. This guaranty is assignable by Lessor without notice with respects to all or any portion of the Indebtedness hereby guaranteed, and when so assigned, Guarantor shall be liable to the assignees under this guaranty without in any manner affecting the liability of Guarantor hereunder with respects to any Indebtedness retained by Lessor and, in such event, unless the context otherwise requires, the term "Lessor" as used herein shall also include such assignees.
  14. This guaranty shall be governed by and construed according to the laws of the State of California. Whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular includes the plural. As used herein, "any other person" shall include without limitation, any other guarantor of the Indebtedness or any part thereof, any endorser thereof or any co-maker thereof, "including" shall not be limiting, and "or" shall not be exclusive. All authorizations, consents and waivers made



by Guarantor with respect to any security shall be applicable to any property leased under the Lease. If this guaranty is executed by more than one Guarantor, their obligations hereunder shall be joint and several. The invalidity or unenforceability of any one or more provisions of this guaranty will not affect any other provision.

- 15. All actions or proceedings relating directly or indirectly to this guaranty shall, at the option of Lessor, be litigated in courts of the State of California or of the United States in California, located in the county where Lessor's address set forth above is located. Guarantor consents and submits to the jurisdiction of any such court. Guarantor consents to service of process by means authorized by California or federal law. Guarantor waives any and all objections which Guarantor may have as to the jurisdiction or venue of such courts and any and all rights Guarantor may have to transfer or change the venue of any such action or proceeding.
- 16. This guaranty constitutes the entire agreement of Guarantor and Lessor with respects to the subject matter hereof and there are no promises, statements or representations of any kind or nature whatsoever other than those herein contained. No delay or failure by Lessor to exercise any right or remedy against Guarantor will be construed as a waiver of that right or remedy. The terms and provisions of this guaranty may not be waived, altered, modified or amended except by written instrument executed by Guaranty and Lessor. All rights and remedies of Lessor against Guarantor are cumulative and not exclusive and may be exercised successively or concurrently. No exercise or any right or remedy shall be deemed to be an election of remedies and preclude exercise of any other right or remedy.
- 17. Any notice, demand or request to Guarantor shall be given in writing and shall be deemed given when personally served on Guarantor or mailed (first class U.S. mail postage prepaid) or delivered to Guarantor's Address for Notice set forth below. Any notice, demand, or request to Lessor shall be in writing and be deemed given when received by Lessor by personal delivery or first class U.S. mail postage prepaid at the address indicated above.
- 18. This is a continuing guaranty. Revocation shall be effective only upon written notice being received personally by an officer of Lessor at Lessor's address indicated above, or being received by Lessor at such address by certified or registered United States mail, return, receipt requested, postage prepaid addressed to such address. Notice shall be effective at any office of Lessor should the office at the address above no longer be in existence. Revocation shall be effective at the close of the Lessor's business day when such notice is received. The revocation shall be effective only as to the revoking party and notwithstanding such revocation, this guaranty and all authorizations, waivers and provisions hereof shall remain in full force and effect as to that party's obligations with respect to Indebtedness outstanding on the effective date of the revocation and all extensions, renewals, amendments and modifications thereof.
- 19. No person executing this guaranty is doing so in consideration of or in reliance on any other person executing this guaranty or any other guaranty of Indebtedness.
- 20. There is no limitation on Guarantor's liability under this guaranty.

GUARANTOR:

By: Charles K. Schwartz  
Charles K. Schwartz, Individual

Printed Name: Charles K. Schwartz  
Home Address: 37 Timberline Drive  
Sparta, NJ 07871

GUARANTOR'S SIGNATURE MAY NOT  
BE WITNESSED BY GUARANTOR'S  
SPOUSE OR OTHER FAMILY MEMBER

Date: ✓ 11/28/09  
Witness By: Sherrie L. Mulligan  
Printed Name: ✓ Charles K. Schwartz  
Home Address: ✓ 37 Timberline Drive  
✓ Sparta NJ 07871

Sherrie L. Mulligan  
39 Woodside Terrace  
West Orange, NJ 07052-5024

# **EXHIBIT E**



United Western Bank  
 700 17th Street  
 Suite 1550  
 Devner, CO 80202

Page 001  
 Invoice Number 000000377  
 Invoice Date 6/07/10  
 Customer Number 04092

Bill To:

Charles K. Schwartz  
 Allied Health Care Services  
 89 Main Street  
 Orange, NJ 07050

DESCRIPTION	ACCOUNT NUMBER	DUE DATE	PAYMENT AMOUNT
Previous Balance			28,340.00
PLV 102 Home Care Ventilator			
Lease Payment Due	04092233-001	7/01/10	6,900.00
Late Fee-5/1/10 pmt	04092233-001	6/07/10	690.00
Late Fee-6/1/10 pmt	04092233-001	6/07/10	690.00
NSF Fee -6/1/10 pmt	04092233-001	6/04/10	25.00
This invoice is for informational purposes only. Your account is set up for direct debiting and will be ACH'd from your account on the payment due date.			
		Balance Due	36,645.00

The last several ACH attempts have been returned to us. Please notify us if your account information has changed so we can update our records. In the interim, please remit a check payment to get your account in current status. Thank You.

CURRENT	1-30 DAYS	31-60 DAYS	61-90 DAYS	OVER 90 DAYS
8,280.00	6,925.00	7,615.00	6,925.00	6,900.00

REMIT TO:

Christopher Hill  
 United Western Bank  
 700 17th Street, Suite 1550  
 Denver, CO 80202

INVOICE DATE: 6/07/10  
 CUSTOMER NO.: 04092  
 Allied Health Care Services, I  
 AMOUNT DUE: 36,645.00  
 AMOUNT PAID: