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MERGER OR SHARE EXCHANGE
Allied Health Care Corporation

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B. KOHR

OCT 15 2012

EXAMINER

ARTICLES OF MERGER
OF
CHC-ACQUISITION, LLC,
an Oklahoma limited liability company
INTO
ALLIED HEALTH CARE CORPORATION,
a Florida Corporation

The following Articles of Merger are submitted to merge the following Florida profit Corporation in accordance with Section 607.1109 or Section 617.0302 of the Florida Statutes.

FIRST: The exact name, entity type and jurisdiction for the **merging** party is as follows:

Name	Jurisdiction	Entity Type
CHC-Acquisition, LLC	Oklahoma	Limited Liability Company

SECOND: The exact name, entity type, and jurisdiction of the **surviving** party is as follows:

Name	Jurisdiction	Entity Type
Allied Health Care Corporation	Florida	Corporation

THIRD: The Agreement and Plan of Merger, a copy of which is attached as Exhibit A hereto, was approved by the shareholders and Board of Directors of Allied Health Care Corporation on October 15, 2012 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

FOURTH: The Agreement and Plan of Merger, a copy of which is attached as Exhibit A hereto, was approved by the members and managers of CHC-Acquisition, LLC on October 15, 2012 in accordance with the applicable laws under Chapter 32 of the Oklahoma Limited Liability Company Act under which it was organized.

FIFTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: This Articles of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile and other electronic signatures (including by PDF) shall have the same effect as original signatures.

NOW, THEREFORE, the undersigned have caused this Articles of Merger to be executed on this15th day of October, 2012.

Surviving Party:
ALLIED HEALTH CARE CORPORATION
a Florida corporation

By: _____
Name:
Title: Exec V. Pres

Merging Party:
CHC-Acquisition, LLC,
an Oklahoma limited liability company

By: _____
Name: Stan Carter
Title: manager

Exhibit A

(Agreement and Plan of Merger)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**") is made and entered into as of October 15, 2012 by and among CHC-FLA, LLC, an Oklahoma limited liability company ("**Parent**"), CHC-Acquisition, LLC, an Oklahoma limited liability company and a wholly-owned subsidiary of Parent ("**Merger Sub**"), and Allied Health Care Corporation, a Florida corporation (the "**Company**"), with respect to the following circumstances:

WHEREAS, the Company is the sole shareholder of Broward Home Care, Inc., a Florida corporation ("**Subsidiary #1**");

WHEREAS, the Company is the sole shareholder of Allied Home Care, Inc., a Florida Corporation ("**Subsidiary #2**");

WHEREAS, the board of directors of the Company and the Managers of Parent and Merger Sub have each determined that the merger of Merger Sub with and into the Company (the "**Merger**") is advisable and in the best interests of their respective stockholders and Members, and such boards of director and Manager have approved the Merger, upon the terms and subject to the conditions set forth in this Agreement, pursuant to which each share of common stock, par value $0.01 per share, of the Company (the "**Company Common Stock**"), issued and outstanding immediately prior to the Effective Time, other than shares owned or held directly or indirectly by Parent or the Company and other than Dissenting Shares, shall be converted into the right to receive the consideration set forth in this Agreement;

WHEREAS, concurrently with the execution of this Agreement, the Member of Merger Sub has approved and adopted this Agreement and the Merger; and

WHEREAS, the parties to this Agreement desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated by this Agreement and also prescribe various conditions to the transactions contemplated by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

SECTION 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

(a) **"Affiliate"** means, when used with respect to a specified Person, another Person that either directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person.

(b) **"Business"** means the business and operations of the Company, as conducted as of the date of this Agreement.

(c) **"Business Day"** means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in Miami, Florida or Oklahoma City, Oklahoma.

(d) **"Code"** means the Internal Revenue Code of 1986, as amended.

(e) **"Company Articles of Incorporation"** means the Articles of Incorporation of the Company.

(f) **"Company Bylaws"** means the Bylaws of the Company.

(g) **"Company Expenses"** means certain expenses of the Company as and in the amounts set forth on Schedule 1.1(g) to this Agreement.

(h) **"Contract"** means any legally binding contract, agreement, indenture, note, bond, loan, instrument, lease, conditional sales contract, mortgage or other arrangement, whether written or oral.

(i) **"Escrow Agent"** means Wells Fargo, N.A.

(j) **"Escrow Agreement"** means that document set forth on Exhibit 2.7(a) hereto.

(k) **"Equityholder"** means any holder of Company Common Stock that is entitled to receive the applicable Merger Consideration under SECTION 2.6 and that has not perfected its appraisal rights pursuant to SECTION 2.8, as applicable.

(l) **"FBCA"** means the Florida Business Corporation Act.

(m) **"Fiscal Intermediary"** means Palmetto GBA.

(n) **"GAAP"** means generally accepted accounting principles in the United States.

(o) **"Governmental Authority"** means any government, any governmental entity, commission, board, agency or instrumentality, and any court, tribunal or judicial body, whether federal, state, county, local or foreign.

(p) "**Law**" means any federal, state, county, local or foreign statute, law, ordinance, Governmental Order or regulation or code of any Governmental Authority of competent jurisdiction.

(q) "**Merger Consideration**" means $5,500,000.

(r) "**Paying Agent**" means that Person designated by the holders of a majority of the outstanding shares of Company Common Stock to receive the Merger Consideration and make distributions to the Equityholders and to pay the Company Expenses. The Paying Agent may be an Equityholder, an institution, or any other Person.

(s) "**Person**" means any individual, general or limited partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity.

(t) "**Required Company Stockholder Vote**" means the affirmative vote (at a meeting or by written consent) of the holders of a majority of the shares of the outstanding Company Common Stock voting or consenting, as the case may be, on an as-if-converted to Company Common Stock basis.

(u) "**Tax**" or "Taxes" means any and all taxes, assessments, levies, tariffs, duties or other charges or impositions in the nature of a tax (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any Governmental Authority, including income, estimated income, gross receipts, profits, business, license, occupation, franchise, capital stock, real or personal property, sales, use, transfer, value added, employment or unemployment, social security, disability, alternative or add-on minimum, customs, excise, stamp, environmental, commercial rent or withholding taxes.

ARTICLE II.
THE MERGER

SECTION 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the FBCA, Merger Sub shall be merged with and into the Company at the Effective Time. Following the Merger, the separate limited liability company existence of Merger Sub shall cease, and the Company shall continue as the surviving corporation (the "**Surviving Corporation**") and shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the FBCA.

SECTION 2.2 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the FBCA.

SECTION 2.3 Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at a location and on a date to be mutually agreed to by the parties hereto (such date, the "**Closing Date**").

SECTION 2.4 Effective Time. Contemporaneously with or as promptly as practicable after the Closing, Parent and the Company shall cause to be filed with the Secretary of State of the State of Florida a properly executed articles of merger conforming to the requirements of the FBCA and in the form attached hereto as Exhibit 2.4, executed in accordance with the relevant provisions of the FBCA (the "**Articles of Merger**"). The Merger shall become effective when the Articles of Merger are accepted for recording by the Secretary of State of the State of Florida (the "**Effective Time**").

SECTION 2.5 Certificate of Incorporation and Bylaws; Directors and Officers.

(a) At the Effective Time and without any further action on the part of the Company or Merger Sub, the Company Articles of Incorporation shall be amended to read in its entirety as provided on Exhibit 2.5(a)(1) attached hereto, until thereafter changed or amended as provided therein or by applicable Law, provided, that such articles of incorporation shall reflect as of the Effective Time "Allied Health Care Corporation" as the name of the Surviving Corporation. The Bylaws of the Company shall be amended to read in its entirety as provided on Exhibit 2.5(a)(2) attached hereto, until thereafter changed or amended as provided therein or by the Certificate of Incorporation and applicable Law.

(b) The Managers of Merger Sub immediately prior to the Effective Time shall become the directors of the Surviving Corporation as of the Effective Time, until the earlier of their resignation or removal or otherwise ceasing to be a director or until their respective successors are duly elected and qualified, as the case may be.

(c) The officers of Merger Sub immediately prior to the Effective Time shall become the officers of the Surviving Corporation as of the Effective Time, until the earlier of their resignation or removal or otherwise ceasing to be an officer or until their respective successors are duly elected and qualified, as the case may be.

SECTION 2.6 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Common Stock or any shares of common stock of Merger Sub:

(a) Each share of Company Common Stock that is held in the treasury of the Company and each share of Company Common Stock owned by Parent, Merger Sub or any other wholly-owned subsidiary of Parent shall be canceled and retired and no consideration shall be delivered in exchange therefor.

(b) Subject to SECTION 2.7 and ARTICLE VIII, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares of Company Common Stock to be canceled in accordance with SECTION 2.6(a) and other than Dissenting Shares) shall be converted at the Effective Time into the right to receive an amount in cash (adjusted to the nearest whole cent), without interest, equal to the Merger Consideration divided by the number of shares of Company Common Stock issued and outstanding. All such shares of Company Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired, and each holder of a Company

Certificate representing any such shares of Company Common Stock, shall cease to have any rights with respect thereto, except the right to receive, subject to SECTION 2.7 and ARTICLE VIII, the applicable Merger Consideration with respect to such shares upon the surrender of such certificate in accordance with SECTION 2.7.

(c) Each issued and outstanding share of the common stock of Merger Sub shall be converted into and become as of the Effective Time one (1) fully paid and non-assessable share of common stock, par value $0.25 per share, of the Surviving Corporation.

SECTION 2.7 Closing Payments; Distribution of the Merger Consideration.

(a) Closing Payments. At the Closing, Parent shall, or shall cause the Surviving Corporation to, pay and distribute to the Paying Agent or such other designee of the Equityholders on behalf of the Equityholders an amount equal to $2,530,000 (the "**Closing Payment**"). At the Closing, in connection with the Merger, a wire transfer of $2,970,000 (the "**Escrow Payment**") in immediately available funds shall be made to the Escrow Agent to be held by the Escrow Agent for payment of the Future Payments as described in SECTION 2.7(b) hereof and in accordance with the Escrow Agreement set forth on Exhibit 2.7(a) hereto. The Company, Parent, Equityholders hereby agree that the costs associated with the Escrow services shall be shared equally between Equityholders and Parent, with Equityholders' portion of such fees being paid from the Merger Consideration.

(b) Future Payments.

(i) On the date that is sixty-one (61) days following the Effective Time, if no holders of issued and outstanding Company Common Stock have properly exercised appraisal rights with respect to any Company Common Stock which was issued and outstanding prior to the Effective Time or such earlier time or times as such appraisal rights have lapsed or been waived, Parent shall instruct the Escrow Agent to, or shall cause the Surviving Corporation to instruct the Escrow Argent to, pay and distribute to the Paying Agent or such other designee of the Equityholders on behalf of the Equityholders, an amount equal to $220,000 from the Escrow Account (the "**Dissenters' Holdback Payment**"). If prior to the date that is sixty-one (61) days following the Effective Time any holders of issued and outstanding Company Common Stock have properly exercised appraisal rights (individually, a "**Dissenter**", and the making of such claim, a "**Dissenter's Claim**") with respect to any Company Common Stock which was issued and outstanding prior to the Effective Time, the Final Future Payment as described in SECTION 2.7(b)(ii) shall be suspended until such time as (1) the Paying Agent and all the Dissenters have reached a settlement on the amount to be paid the Dissenter (a "**Dissenter Settlement**"), or (2) the count before which the Dissenter has properly exercised the demand for appraised rights has finally resolved the amount to be paid the Dissenter (a "**Dissenter Ruling**"). To the extent that the amount to be paid to the Dissenter either pursuant to a Dissenter Settlement or a Dissenter Ruling is more than the prorata amount of the Merger Consideration such Dissenter would have otherwise received, the Final Future Payment to the non-dissenting Equityholders as described in SECTION 2.7(b)(ii) shall be reduced proportionately by the increased amount to be paid to the Dissenters. To the extent that the amount to be paid to the Dissenter either pursuant to a

Dissenter Settlement or a Dissenter Ruling is less than the pro rata amount of the Merger Consideration such Dissenter would have otherwise received, the Final Future Payment to the non-dissenting Equityholders as described in SECTION 2.7(b)(ii) shall be increased proportionately by the reduced amount to be paid to the Dissenters. Once a Dissenter Settlement has been finalized or a Dissenter Ruling has been finally entered, Parent shall instruct the Escrow Agent to, or shall cause the Surviving Corporation to instruct the Escrow Agent to, pay and distribute to the Paying Agent on behalf of the Equityholders the suspended Dissenters' Holdback Payment, as adjusted pursuant to this SECTION 2.7(b)(i) as the case may be, and the Final Future Payments pursuant to SECTION 2.7(b)(ii) that was suspended due to a Dissenter exercising appraisal rights.

(ii) So long as a Dissenter's Claim has not been made so as to suspend any Future Payments or, if a Dissenter's Claim has been made and it has been resolved either by a Dissenter Settlement or Dissenter Ruling, on the date that is ninety (90) days following the Effective Time, Parent shall instruct the Escrow Agent to, or shall cause the Surviving Corporation to instruct the Escrow Agent to, pay and distribute to the Paying Agent or other designee of the Equityholders on behalf of the Equityholders, an amount equal to $2,970,000 ("**Final Future Payment**" and Dissenters' Holdback Payment, the "**Future Payments**").

(c) Paying Agent Payments. With respect to the Closing Payment and the Final Future Payment received by the Paying Agent, each Equityholder who holds Company Common Stock that as of the Closing has delivered to the Surviving Corporation for cancellation the stock certificates and/or agreements representing such Company Common Stock (collectively, such Equityholder's "**Company Certificates**") together with an executed and completed copy of a letter of transmittal (a "**Letter of Transmittal**") in the form attached hereto as Exhibit 2.7(c), shall be entitled to receive for each share of Company Common Stock owned by such Equityholder an amount equal to the amount of the Closing Payment or Future Payment, respectively, less the amount of any Company Expenses to be deducted from such amount and paid separately by the Paying Agent, divided by the number of outstanding shares of Company Common Stock as of the Closing Date, and, if applicable, a reduction or increase, as the case may be, for the payment of Dissenters pursuant to SECTION 2.7(b)(i) herein and other reductions in the Merger Consideration as described herein. Holders of a majority of the outstanding shares of Company Common Stock prior to the Closing Time, acting by written consent, shall be authorized to give directions to the Paying Agent with respect to the distribution of the Merger Consideration and the payment of Company Expenses without liability to or the obligation to provide an accounting to the Equityholders. Equityholders shall cause the Paying Agent to indemnify Parent and Surviving Corporation from and against any claims by Equityholders for payments to be made by the Paying Agent. Equityholders hereby agree that the costs associated with the Paying Agent services shall be the sole responsibility of the Equityholders and such fees shall be paid from the Merger Consideration.

(d) Exchange Procedures. To the extent that a holder of Company Common Stock has not delivered the Company Certificates representing all of such Equityholder's shares of Company Common Stocks of the Closing or a duly executed Letter of Transmittal, the Surviving Corporation shall mail to such Equityholder a Letter of Transmittal and instructions

for effecting the surrender of each Company Certificate in exchange for the amount to be paid to such Equityholder pursuant to SECTION 2.6. Upon surrender of a Company Certificate for cancellation to the Surviving Corporation, together with such Letter of Transmittal, duly completed and validly executed in accordance with the instructions thereto, the Company Certificates so surrendered shall forthwith be canceled, and the holder of the Company Certificate shall be entitled to promptly receive in exchange therefor, subject to SECTION 2.7(a), the consideration payable to such holder pursuant to SECTION 2.7, without interest thereon. Until so surrendered, each outstanding Company Certificate shall be deemed from and after the Effective Time, for all corporate purposes, to evidence only the right to receive the payments pursuant to SECTION 2.6.

(e) Lost, Stolen or Destroyed Company Certificates. If any Company Certificate shall have been lost, stolen or destroyed, upon (i) the making of an affidavit of that fact by the Person claiming such Company Certificate to be lost, stolen or destroyed and (ii) the execution and delivery to the Surviving Corporation by such Person of an indemnity agreement in customary form and substance, Parent or the Surviving Corporation shall, subject to SECTION 2.7(a), issue, in exchange for such lost, stolen or destroyed Company Certificate, the amount of cash, without interest, that such Person would have been entitled to receive had such Person surrendered such lost, stolen or destroyed Company Certificate to the Surviving Corporation pursuant to SECTION 2.6.

(f) No Liability. Notwithstanding anything to the contrary in this SECTION 2.7, neither the Company, Parent, the Paying Agent, nor the Surviving Corporation shall be liable to any Person for any amount properly paid to a public official pursuant to any abandoned property, escheat or similar Law.

SECTION 2.8 Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, if required by the FBCA, but only to the extent required thereby, shares of Company Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by holders of such shares of Company Common Stock who have properly exercised appraisal rights with respect thereto in accordance with the FBCA (the "**Dissenting Shares**") shall not be exchangeable for the right to receive the applicable Merger Consideration, and holders of such shares of Company Common Stock shall be entitled to receive payment of the appraised value of such shares of Company Common Stock in accordance with the provisions of the FBCA unless and until such holders fail to perfect or effectively withdraw or lose their rights to appraisal and payment under the FBCA. If, after the Effective Time, any such holder fails to perfect or effectively withdraws or loses such right, such shares of Company Common Stock shall thereupon be treated as if they had been converted into and to have become exchangeable for, at the Effective Time, the right to receive the applicable Merger Consideration, without any interest thereon. The Company shall give Parent and Merger Sub prompt notice of any written demands for appraisal, withdrawals of demands for appraisal and any other related instruments received by the Company. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for appraisal or settle or offer to settle any such demand.

SECTION 2.9 No Further Ownership Rights in Shares of Company Common Stock; Closing of Company Transfer Books. At and after the Effective Time, each holder of Company Common Stock shall cease to have any rights as a stockholder of the Company, except for, in the case of a holder of Company Common Stock (other than shares to be cancelled pursuant to SECTION 2.6(a) or Dissenting Shares), the right to surrender his, her or its Company Certificates in exchange for payment of the applicable Merger Consideration or, in the case of a holder of Dissenting Shares, to perfect his, her or its right to receive payment for his, her or its shares of Company Common Stock pursuant to the FBCA, and no transfer of shares of Company Common Stock shall be made on the stock transfer books of the Surviving Corporation. At the Effective Time, the stock transfer books of the Company shall be closed, and no transfer of shares of Company Common Stock shall thereafter be made. If, after the Effective Time, Company Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged as provided for in this Agreement.

SECTION 2.10 Withholding Rights. Parent and the Surviving Corporation shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any Equityholder and timely remit to the appropriate Governmental Authority such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any applicable provision of state, local or foreign Tax Law. At least five (5) days prior to the Closing Date, Parent shall notify the Equityholder if Parent intends to deduct and withhold any amounts pursuant to this SECTION 2.10 and shall reasonably cooperate with the Equityholder to mitigate, reduce or eliminate any such withholding. Parent or the Surviving Corporation, as applicable, shall provide each Equityholder from whom funds are properly withheld with a receipt or other available evidence showing payment of such withheld amounts to the appropriate Governmental Authority within thirty (30) days following the date of such withholding. To the extent that amounts are so withheld, timely remitted and documented by Parent or the Surviving Corporation in accordance with the foregoing, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Equityholder in respect of which such deduction and withholding was made by Parent or the Surviving Corporation.

SECTION 2.11 Additional Actions at Closing. The following actions shall also occur at or before the Closing.

(a) The Company shall deliver to Parent a payoff letter, in a form acceptable to parent, with respect to the $70,000 Line of Credit between the Company and Floridian Community Bank (the "***Floridian Community Bank Note***"), providing payoff instructions for the Floridian Community Bank Note which shall be paid off by the Paying Agent or other designee of the Equityholders from the Closing payment.

(b) The Company shall cause the accrued legacy Paid Time Off in the amount of $148,299.78 owed by Company to be paid in lump sums at the Closing to the respective employees who are entitled to receive such amounts, which payments shall be deducted from the Merger Consideration and proof of such payments provided to Parent within ten (10) days after the Closing Time.

(c) The Directors of the Company shall deliver their resignations effective as of the Closing.

(d) The officers of the Company shall deliver their resignations effective as of the Closing.

(e) Ron Kaplan and Carol Brafman shall enter into those certain Consulting Agreements in substantially the form as set forth on Exhibit 2.11(e).

(f) Holland & Knight, LLP, counsel for the Company shall deliver to Crowe & Dunlevy, PC, a legal opinion in a mutually agreeable format opining that the transactions contemplated in the Merger Agreement are permitted under Florida Law (the "**Opinion Letter**").

ARTICLE III.
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Parent as follows, except as disclosed on the disclosure schedules hereto:

SECTION 3.1 Organization and Standing. The Company is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporate power and authority, and the necessary licenses and provider agreements, to carry on its business as it is now being conducted. Subsidiary #1 is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has the corporation power and authority, and the necessary licenses and provider agreements, to carry on its business as it is now being conducted. Subsidiary #2 is a Florida corporation duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority, and the necessary licenses and provider agreements, to carry on its business as it is now being conducted.

SECTION 3.2 Restrictions on Stock.

(a) The Company is not a party to any agreement, written or oral, creating rights in respect to the Company's Common Stock in any third person or relating to the voting of the Company's Common Stock.

(b) As of the date of this Agreement, authorized Company Common Stock consists of 3,000,000 shares of which 1,275,500 shares are issued and outstanding to the holders of record as described on Schedule 3.2(b) hereto. All issued and outstanding shares of Company Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar rights created by statute, the Company Articles of Incorporation, the Company Bylaws or any agreement to which the Company is a party or by which it is bound.

(c) The Subsidiary #1 is not a party to any agreement, written or oral, creating rights in respect to the Subsidiary #1's Common Stock in any third person or relating to the voting of the Subsidiary #1's Common Stock.

(d) As of the date of this Agreement, authorized Subsidiary #1 Common Stock consists of 600 shares of which 600 are issued and outstanding to the Company. All issued and outstanding shares of Subsidiary #1 Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar rights created by statute, the Subsidiary #1 Articles of Incorporation, the Subsidiary #1 Bylaws or any agreement to which the Subsidiary #1 is a party or by which it is bound.

(e) The Subsidiary #2 is not a party to any agreement, written or oral, creating rights in respect to the Subsidiary #2's Common Stock in any third person or relating to the voting of the Subsidiary #2's Common Stock.

(f) As of the date of this Agreement, authorized Subsidiary #2 Common Stock consists of 7,500 shares of which 7,500 are issued and outstanding to the Company. All issued and outstanding shares of Subsidiary #2 Common Stock have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of any preemptive or similar rights created by statute, the Subsidiary #2 Articles of Incorporation, the Subsidiary #2 Bylaws or any agreement to which the Subsidiary #2 is a party or by which it is bound.

(g) There are no existing tax liens, and no governmental agencies or contractors or Fiscal Intermediaries have notified the Company, Subsidiary #1 or Subsidiary #2 of any overpayments the Company, Subsidiary #1 or Subsidiary #2 is liable for.

SECTION 3.3 Suits or Claims. There are no known claims, lawsuits or actions against the Company, Subsidiary #1 or Subsidiary #2 filed, and, to the best of Company's knowledge, none are threatened. There are no claims against the Company, Subsidiary #1 or Subsidiary #2 for unpaid wages or otherwise.

SECTION 3.4 Financial Statements. Assets and liabilities of the Company, on its consolidated financial statements, are complete and accurate in all material respects, and fairly represent the financial position of the Company and its subsidiaries as of April 30, 2012.

SECTION 3.5 Books and Records. The Books and Records of the Company, Subsidiary #1 and Subsidiary #2 are complete and correct in all material respects. The corporate minute books of the Company, Subsidiary #1 and Subsidiary #2 contain accurate and complete records in all material respects of all meetings and corporate actions taken by written consent of their respective board of directors and stockholders. At Closing, all of the Books and Records of the Company, Subsidiary #1 and Subsidiary #2 (including its corporate minute books) will be delivered to Parent.

SECTION 3.6 Account Receivable. All accounts receivable of the Company, Subsidiary #1 and Subsidiary #2 that are reflected on the Financial Statements or on the accounting records of the Company, Subsidiary #1 and Subsidiary #2 as of the Effective Time (collectively, the "**Accounts Receivable**") represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business. To the knowledge of the Company, there is no contest, claim, or right of set-off, other than returns in the ordinary course of business, under any Contract with any obligor of any of the Accounts Receivable relating to the amount or validity of such Accounts Receivable.

SECTION 3.7 Ownership of the Assets. Except as set forth on Schedule 3.7, the respective assets of the Company, Subsidiary #1 and Subsidiary #2 are owned by the Company, Subsidiary #1 and Subsidiary #2 free and clear of all claims, liens and encumbrances.

SECTION 3.8 Inventory. To the best of Company's knowledge, all inventory of the Company, Subsidiary #1 and Subsidiary #2, whether or not reflected in the Financial Statement, consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete items and items of below-standard quality, all of which have been written off or written down to net realizable value or appropriately reserved in the Financial Statement or on the accounting records of the Company, Subsidiary #1 and Subsidiary #2 as of the Effective Time, as the case may be.

SECTION 3.9 Employee Benefits.

(a) Except as disclosed in Schedule 3.9(a), in the case of each Employee Benefit Plan of the Company, Subsidiary #1 or Subsidiary #2:

(i) to the best of Company's, Subsidiary #1's and Subsidiary #2's knowledge, the plan (and each related trust or insurance policy) complies in form and in operation in all respects with the applicable requirements of ERISA and the Internal Revenue Code, as the case may be (or complied in form and operation while the relevant company maintained or contributed to or was bound by the plan or its employees participated in the plan);

(ii) to the best of Company's, Subsidiary #1's and Subsidiary #2's knowledge, all required contributions to or premiums or other payments in respect of the plan have been timely paid, and all required reports and descriptions have been filed with the proper Governmental Authority or distributed to participants as appropriate;

(iii) to the best of Company's, Subsidiary #1's and Subsidiary #2's knowledge, there have been no "reportable events" (as defined in § 4043 of ERISA) or "prohibited transactions" (as defined in § 406 of ERISA and § 4975 of the Internal Revenue Code) in respect of the plan; and

(iv) to the best of Company's knowledge, Subsidiary #1's and Subsidiary #2's knowledge, no Suit in respect of the administration of the plan or the investment of plan assets is pending or, to the best of Company's knowledge, Subsidiary #1's and Subsidiary

#2's knowledge, threatened, and to the best of Company's knowledge, Subsidiary #1's and Subsidiary #2's knowledge, there is no basis for any such claim or lawsuit.

(b) Except as disclosed in Schedule 3.9(b) or to the extent required by § 4980B of the Internal Revenue Code, neither the Company, Subsidiary #1 nor Subsidiary #2 provides health or other welfare benefits to any retired or former employee or is obligated to provide health or other welfare benefits to any active employee following his or her retirement or other termination of service.

(c) Neither the Company, Subsidiary #1 nor Subsidiary #2 maintains or has ever maintained an Employee Benefit Plan that is or was subject to the "minimum funding standards" under § 302 of ERISA or that is or was subject to Title IV of ERISA.

(d) Except as disclosed in Schedule 3.9(d), neither the Company, Subsidiary #1 nor Subsidiary #2 is a member of a group of trades or businesses under common control or treated as a single employer for purposes of §§ 414(b), (c) or (m) of the Internal Revenue Code.

(e) Except as disclosed in Schedule 3.9(e), neither the Company, Subsidiary #1 nor Subsidiary #2 contributes to or has ever been required to contribute to any "multiemployer plan" (as defined in § 3(37) of ERISA), incurred any "withdrawal liability" (as defined in § 4021 of ERISA) in respect of any multiemployer plan, or withdrawn from any multiemployer plan in a "complete withdrawal" or a "partial withdrawal" (as respectively defined in §§ 4203 and 4205 of ERISA).

(f) Except as disclosed in Schedule 3.9(f), neither the execution of this Agreement nor the consummation of the transactions contemplated in this Agreement will result in an increase in benefits under any Employee Benefit Plan or any contract with any current, former or retired employee of the respective company or an acceleration of the time of payment or vesting of any such benefits.

(g) The Company has delivered copies to Acquirer of all written Employee Benefit Plans (including the plan documents and all related trust agreements, insurance policies and other Contracts) and a written description of all oral Employee Benefit Plans listed. The Company has also delivered copies to Parent of the most recent summary plan description, annual report (IRS Form 5500 series), summary annual report, financial statements, actuarial report and IRS favorable determination letter for each plan listed (to the extent applicable).

SECTION 3.10 Brokers. The Company has engaged and used the services of Stoneridge Partners as a Broker and shall be solely responsible for the payment of any brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby. Any fees or commissions to be paid for the services of Stoneridge will be paid by the Paying Agent from the Merger Consideration.

SECTION 3.11 Accuracy of Representations. Neither this Agreement nor any statement, list, certificate, schedule, exhibit or other information given by the Company to Parent or Merger Sub in connection with this Agreement contains or will contain any materially

incorrect or untrue statement, nor omits or will omit any material fact necessary to make such statement or other information so furnished not misleading.

SECTION 3.12 Indemnification. Equityholders agree to and hereby do indemnify, defend and hold harmless Parent and Merger Sub against any and all claims against Parent, Merger Sub or the Surviving Company resulting from the falsity or inaccuracy of any representation or warranty contained in this Agreement; provided; however, that the Equityholders shall not be obligated to so indemnify, defend or hold harmless unless and until that aggregate amount of all claims for which such indemnification, defense or hold harmless is required shall exceed $35,000.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Parent and Merger Sub hereby jointly and severally represent and warrant to the Company as follows:

SECTION 4.1 Brokers. There has been no act or omission by Parent or Merger Sub that would make the Company liable for any claim against the Company for a brokerage commission, finder's fee, or other like payment in connection with the transactions contemplated hereby. Any fees or commissions to be paid will be paid by the party that incurred the cost.

SECTION 4.2 Accuracy of Representations. Neither this Agreement nor any statement, list, certificate, schedule, exhibit or other information given by either Parent or Merger Sub to the Company in connection with this Agreement contains or will contain any materially incorrect or untrue statement, nor omits or will omit any material fact necessary to make such statement or other information so furnished not misleading.

ARTICLE V.
NON-COMPETITION AND CONFLICT OF INTEREST AGREEMENT

SECTION 5.1 As a condition of this merger and for good and valuable consideration, each of Ron Kaplan and Carol Brafman (each a "**Principal**") do hereby agree to abide by the following non-compete provisions:

(a) During the period of five (5) years after execution of this agreement, each Principal, severally and not jointly, agrees not to, directly or indirectly, work for, own, invest in, direct or aid any company or person engaged in competition, as defined herein, with Buyer in the restricted area, as defined herein.

(b) A company or person is in competition with the Surviving Corporation if it solicits business, performs services, or delivers goods that are competitive to the Surviving Corporation, its customers, or its prospective customers.

(c) Each Principal agrees that the restricted area shall consist of the State of Florida.

(d) It is the policy of the Parent and the Surviving Corporation to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees, and independent contractors must avoid activities, which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Surviving Corporation.

(e) Notwithstanding the provisions of this SECTION 5.1, the Principals shall be permitted to perform their respective duties for the Surviving Corporation pursuant to the Consulting Agreements as described in SECTION 2.11(e) herein.

ARTICLE VI.
CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER

SECTION 6.1 Parent's Closing Conditions. Parent's obligation to consummate the transactions contemplated in this Agreement and effect the Merger is subject to the satisfaction of each of the following conditions (the "**Parent's Closing Conditions**") prior to or at Closing:

(a) the representations and warranties of Company, Subsidiary #1 and Subsidiary #2 in ARTICLE III, as qualified or limited by any exceptions in the Schedules, are true, correct and accurate in all respects as of the date of this Agreement, and shall be true, correct and accurate in all respects at the Closing Time as if made at and as of Closing;

(b) Ron Kaplan and Carol Brafman shall have caused to be delivered to Parent the executed Consulting Agreements as described in SECTION 2.11(e) hereto;

(c) the Company shall have delivered to Parent the executed Payoff Letter as described in SECTION 2.11 hereto;

(d) the Company shall have or caused to be delivered to Parent the Director resignations as described in SECTION 2.11(c) hereto;

(e) the Company shall have or caused to be delivered to Parent the officer's resignations as described in SECTION 2.11(d) hereto; and

(f) the Company shall have paid or caused to be paid from the Merger Consideration the lump sums of accrued legacy Paid Time Off as described in SECTION 2.11(b).

Parent may waive any condition specified in this SECTION 6.1 by a written waiver delivered to Target Shareholders' Representative at any time prior to or at Closing.

SECTION 6.2 Company's Closing Conditions. Company's obligation to consummate the transactions contemplated in this Agreement and effect the Merger is subject to the satisfaction of each of the following conditions (the "**Company's Closing Conditions**") prior to or at Closing:

(a) Parent's representations and warranties in ARTICLE IV are true, correct and accurate in all respects as of the date of this Agreement, and shall be true, correct and accurate in all respects on the Closing Date as if made at and as of Closing; and

(b) Parent has executed and delivered all of the documents and instruments that it is required to execute and deliver or enter into prior to or at Closing, and has performed, complied with or satisfied in all material respects all of the other obligations, agreements and conditions under this Agreement that it is required to perform, comply with or satisfy prior to or at Closing.

Company may waive any condition specified in this SECTION 6.2 by a written waiver delivered to Parent at any time prior to or at Closing.

ARTICLE VII.
OTHER OPERATIONAL MATTERS

SECTION 7.1 Accounts Receivable. The parties further acknowledge and agree that all accounts receivable of the Company, including payments received or due from the Fiscal Intermediary shall belong to and remain with the Company.

SECTION 7.2 Title to Assets. The parties further acknowledge and agree that all property and assets currently used in the operation of the of the Company, including but not limited to supplies, clinical equipment, business equipment, furniture, fixtures, policy and procedures manuals, documents, records, whether in paper or electronic form, including but not limited to, patient records, financial records and correspondence shall remain the property of the Company. The Company will provide the Equityholders and their representatives with reasonable access to the Company's books and records relating to the periods prior to the Closing Time for tax related and other reasonable purposes upon advance request by the Equityholders.

ARTICLE VIII.
GENERAL PROVISIONS

SECTION 8.1 Further Assurances. The Company shall deliver to Parent, at Closing or at another time agreed by the parties, such documents as are necessary to fully satisfy the objectives of this Agreement in content and form reasonably intended to do so, and, following the Closing, shall cooperate with Parent in taking such actions and executing such documents as shall be reasonably necessary for the Company to continue the conduct of its business as now conducted.

SECTION 8.2 Expenses. Each of the parties hereto shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel and its certified public accountants. Each party agrees they have had the opportunity to consult with an attorney, and as such, waive any construction of this Agreement against the drafting party.

SECTION 8.3 Costs and Attorneys' Fees. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other reasonable expenses, whether or not taxable by a court as costs, in addition to any other relief to which the prevailing party may be entitled.

SECTION 8.4 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (i) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (ii) if sent by nationally recognized overnight air courier, one (1) Business Day after mailing; (iii) if sent by facsimile transmission or electronic mail, with a copy mailed on the same day in the manner provided in clauses (i) or (ii) of this SECTION 8.4, when transmitted and receipt is confirmed, and (iv) if otherwise actually personally delivered, when delivered, provided, that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

(a) if to the Company (prior to the Closing), to:

Allied Health Care Corporation
2700 West Cyprus Creek Road, #B100
Ft. Lauderdale, Florida 33309
Facsimile: (954) 257-8357
Attention: Ronald Kaplan
Email: happyexec@aol.com

with a copy (which shall not constitute notice) to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Facsimile: (858) 523-5450
Attention: Rodney Bell, Esq.
Email: rodney.bell@hklaw.com

(b) if to Parent or Merger Sub or, if after the Closing, to the Company, to:

CAC-FLA, LLC
c/o Carter Healthcare, Inc.
3105 South Meridian
Oklahoma City, Oklahoma 73119
Facsimile: (405) 947-7300
Attention: Brad Carter
Email: bcarter@carterhealthcare.com

with a copy (which shall not constitute notice) to:

Crowe & Dunlevy
20 N. Broadway, Suite 1800
Oklahoma City, Oklahoma 73102
Facsimile: (405) 272-5254
Attention: Eric S. Fisher, Esq.
Email: eric.fisher@crowedunlevy.com

SECTION 8.5 Entire Agreement. This Agreement, including the exhibits and any written amendments executed by the parties constitutes the entire Agreement and supersedes all prior agreements and understandings, oral or written, between the parties.

SECTION 8.6 Assignment. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective heirs, successors and assigns.

SECTION 8.7 Governing Law; Consent to Jurisdiction. This Agreement shall be governed by the laws of the State of Florida.

SECTION 8.8 Exclusivity of Representations and Warranties. No party to this Agreement, nor any of their respective Affiliates, representatives or agents, is making any representation or warranty whatsoever, oral or written, express or implied, other than those set forth in this Agreement.

SECTION 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

(Remainder of Page Intentionally Left Blank)

NOW THEREFORE, Parent, Merger Sub, and the Company have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CAC-FLA, LLC, an Oklahoma limited liability company

By: _____
Name: Stan Carter
Title: Manager

CAC-Acquisition, LLC, an Oklahoma limited liability company

By: _____
Name: Stan Carter
Title: Manager

Allied Health Care Corporation, a Florida corporation

By: _____
Name: Ronald Kaplan
Title: President

Schedule 1.1(g)

Company Expenses

Allied Health re: Paid Time Off Obligations	$148,299.78
Allied Health re: Employee Bonus Amounts	$75,000.00
Floridian Community Bank	$70,125.00
Brook Publishing, Inc. dba Stoneridge Partners	$126,500.00
Holland & Knight LLP	$65,000.00
Holdback by Principal Equityholders	$50,000.00
Wells Fargo Bank, National Association, as Paying Agent	$5,500.00
Wells Fargo Bank, National Association, as Escrow Agent	$1,250.00

Exhibit 2.4

Articles of Merger

See Attachment to Exhibit 2.4.

ARTICLES OF MERGER
OF
CHC-ACQUISITION, LLC,
an Oklahoma limited liability company
INTO
ALLIED HEALTH CARE CORPORATION,
a Florida Corporation

The following Articles of Merger are submitted to merge the following Florida profit Corporation in accordance with Section 607.1109 or Section 617.0302 of the Florida Statutes.

FIRST: The exact name, entity type and jurisdiction for the **merging** party is as follows:

Name	Jurisdiction	Entity Type
CHC-Acquisition, LLC	Oklahoma	Limited Liability Company

SECOND: *The exact name, entity type, and jurisdiction of the* ***surviving*** *party is as follows:*

Name	Jurisdiction	Entity Type
Allied Health Care Corporation	Florida	Corporation

THIRD: The Agreement and Plan of Merger, a copy of which is attached as Exhibit A hereto, was approved by the shareholders and Board of Directors of Allied Health Care Corporation on October 15, 2012 in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

FOURTH: The Agreement and Plan of Merger, a copy of which is attached as Exhibit A hereto, was approved by the members and managers of CHC-Acquisition, LLC on October 15, 2012 in accordance with the applicable laws under Chapter 32 of the Oklahoma Limited Liability Company Act under which it was organized.

FIFTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: This Articles of Merger may be executed in one or more counterparts, all of which together shall constitute the same document, and facsimile and other electronic signatures (including by PDF) shall have the same effect as original signatures.

NOW, THEREFORE, the undersigned have caused this Articles of Merger to be executed on this15th day of October, 2012.

Surviving Party:
ALLIED HEALTH CARE CORPORATION
a Florida corporation

By:_____
Name:
Title:

Merging Party:
CHC-Acquisition, LLC,
an Oklahoma limited liability company

By:_____
Name:
Title:

Exhibit A

(Agreement and Plan of Merger)

Exhibit 2.5(a)(1)

Company's Amended Articles of Incorporation

See Attachment to Exhibit 2.5(a)(1).

AMENDED
ARTICLES OF INCORPORATION
OF
ALLIED HEALTH CARE CORPORATION

The undersigned officer of Allied Health Care Corporation, a Florida corporation (the "**Corporation**"), does hereby certify as follows:

1. The Articles of Incorporation (the "**Articles of Incorporation**") of the Corporation were originally filed with the Secretary of State of Florida on March 22, 1985 and amended by that certain Articles of Amendment filed with the Secretary of State of Florida on September 8, 1986.

2. These Amended Articles of Incorporation (the "**Amended Articles of Incorporation**") have been duly amended in accordance with Section 607.1006 of the Florida Business Corporation Act by the affirmative vote of the sole shareholder of the Corporation.

3. The text of the Amended Articles of Incorporation is hereby amended in its entirety as provided herein to read as follows:

ARTICLE I
NAME

The name of this Corporation is:

ALLIED HEALTH CARE CORPORATION

ARTICLE II
DURATION

The Corporation shall have perpetual existence commencing on the time and date of the filing of the Articles of Incorporation or upon approval of the Secretary of State.

ARTICLE III
NATURE OF BUSINESS

The nature of the business and the objectives and purposes to be transacted, promoted and carried on are to do any or all of the acts herein mentioned as fully and to the same extent as natural persons could or might do, and in any part of the world, as follows:

(a) The general nature of the business to be transacted by this Corporation is health care, and to engage in any lawful act or activity for which corporations may be organized under the Business Corporation Act of the State of Florida, and in addition such other acts and things as are necessary or convenient to the attachment of the purposes of this Corporation, or any of them to the same extent as natural persons lawfully might do in any part of the world. The enumeration of any powers as herein specified are not intended as exclusive of or as a waiver of any of the powers, rights or privileges granted or conferred by law, now or hereafter in force;

provided, however, that nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business, to exercise any act which a corporation formed under that statute may not at the time lawfully carry on or do.

ARTICLE IV
CAPITAL STOCK

The aggregate number of shares which the Corporation has authority to issue is two million (2,000,000) shares, all of which shall be common shares with a par value of twenty-five cents (25¢) per share. The consideration to be paid for each share of common stock shall be fixed by the Board of Directors and shall be in money, property or services.

ARTICLE V
PREEMPTIVE RIGHTS

All shareholders of the Corporation shall be vested with full preemptive rights.

ARTICLE VI
PRINCIPAL OFFICE AND AGENT

The street address of the principal office of this Corporation is 2700 West Cyprus Creek Road, #B100, Ft. Lauderdale, Florida 33309; and the name of the registered agent of the Corporation is Ron Kaplan, a Florida resident, 2700 West Cyprus Creek Road, #B100, Ft. Lauderdale, Florida 33309.

ARTICLE VII
BOARD OF DIRECTORS

The Board of Directors shall consist of one or more members. The name and address of the Board of Directors is:

NAME	ADDRESS
STAN CARTER	3105 South Meridian Oklahoma City, Oklahoma 73119
BRAD CARTER	3105 South Meridian Oklahoma City, Oklahoma 73119

ARTICLE VIII
INDEMNIFICATION

The Corporation shall indemnify any other officer or director, or former officer or director, to the full extent permitted by law.

ARTICLE IX
AMENDMENT

These Articles of Incorporation may be amended in the manner provided by law. Every Amendment shall be approved by the Board of Directors proposed by them to the stockholders and approved at a stockholders' meeting by a majority of the stockholders entitled to vote thereon unless all of the directors and all of the stockholders sign a written statement manifesting their intention that a certain Amendment of these Articles of Incorporation be made.

ARTICLE X
ACCOUNTS

The Corporation shall have further right and power to, from time to time, determine whether and to what extent and at what times and places under what conditions and regulations the accounts and books of the Corporation (other than stock books) or any of them, shall be open to inspection; and no stockholder shall have any right of inspecting any account, book or document of the Corporation except as conferred by statute, unless authorized by a resolution of the stockholders or Board of Directors.

ARTICLE XI
POWERS OF BOARD OF DIRECTORS

For the regulation of the business and for the conduct of the affairs of the Corporation, to create, divide, limit and regulate the powers of the Corporation, the directors and the shareholders, provision is made as follows:

(a) General authority is hereby conferred upon the Board of Directors of the Corporation, except as the shareholders may otherwise from time to time provide or direct, to fix the consideration for which the shares of stock of the Corporation shall be issued and disposed of, and to provide when and how such considerations shall be paid.

(b) All corporate powers, including the sale, mortgage, hypothecation and pledge of the whole or any part of the corporate property shall be exercised by the Board of Directors, except as otherwise expressly provided by law.

(c) The Board of Directors shall have power from time to time to fix and determine and vary the amount of the working capital stock paid in, and in its discretion, the Board of Directors may use and apply any such surplus or accumulated profits in purchasing or acquiring bonds of other obligations of the Corporation or shares of its own capital stock to such extent, in such manner and upon such terms as the Board of Directors may deem expedient.

(d) The Board of Directors shall have the power of fixing the compensation by way of salaries and/or bonuses, and/or pensions of the employees, the agents, the officers and directors, all or each of them, in such sum and force and amount as may seem reasonable in and by their discretion.

(e) The Board of Directors may designate fr0m their number an executive committee which shall, for the time being, in the intervals between meetings of the Board and to the extent provided by the Bylaws and authorized by law, exercise the powers of the Board of Directors in the management of the affairs and business of the Corporation.

(f) Any one or more or all of the directors may be removed, either with or without cause, at any time by the vote of the shareholders holding a majority of the stock entitled to vote or the Corporation at any special meeting, and thereupon the term of each director or directors who shall have been so removed shall forthwith terminate and there shall be a vacancy or vacancies in the Board of Directors, to be filled as provided by the Bylaws.

(g) Any officers of the Corporation may be removed either with or without cause, at any time, by vote of a majority of the Board of Directors.

(h) Subject always to Bylaws made by the shareholders, the Board of Directors may make Bylaws and from time to time alter, amend or repeal any Bylaws, but any Bylaws made by the Board of Directors may be altered or repealed by the shareholders.

(i) The Corporation may in its Bylaws confer powers upon its Board of Directors, or officers, in addition to the foregoing and, in addition to the powers authorized and expressly conferred by statute.

ARTICLE XII
MEETINGS

Both Stockholders and Directors shall have power, if the bylaws so provide, to hold their respective meetings and to have one or more officers within or without the State of Florida, and to keep the books of this Corporation (subject to the provisions of the statue) outside the State of Florida, at such places as may from time to time be designated by the Board of Directors.

IN WITNESS WHEREOF, the undersigned officer has signed this Amended Articles of Incorporation this 15th day of October, 2012.

Allied Health Care Corporation

By: _____
Brad Carter, Secretary

STATE OF ~~OKLAHOMA~~ Florida)
) SS:
COUNTY OF Broward)

The foregoing Amended Articles of Incorporation was acknowledged before me this 15th day of October, 2012, by Brad Carter, Secretary of Allied Health Care Corporation.

Notary Public

MARCY B. SANTAMARIA
MY COMMISSION # DD 969734
EXPIRES: July 10, 2014
Bonded Thru Notary Public Underwriters

My Commission Expires:

(SEAL)

ACKNOWLEDGEMENT OF REGISTERED AGENT

I HEREBY ACCEPT that appointment of registered agent of ALLIED HEALTH CARE CORPORATION this 15th day of October, 2012.

Ron Kaplan

Exhibit 2.5(a)(2)

Company's Amended Bylaws

See Attachment to Exhibit 2.5(a)(2).

AMENDED AND RESTATED
BYLAWS
OF
ALLIED HEALTH CARE CORPORATION

1. MEETING OF SHAREHOLDERS.

1.1 Annual Meeting. The annual meeting of shareholders shall be held on the second Thursday in March of each year, or as soon thereafter as practicable, at a place and time determined by the Board of Directors (the "**Board**").

1.2 Special Meetings. Special Meetings of the shareholders may be called by resolution of the Board or by the President and shall be called by the President or Secretary upon the written request (specifying the purpose or purposes of the meeting) of a majority of the directors then in office or the holders of not less than twenty-five percent (25%) of the outstanding shares entitled to vote.

1.3 Place of Meetings. Meetings of the shareholders may be held in or outside of the State of Florida.

1.4 Notice of Meetings; Waiver of Notice. Written notice of each meeting of shareholders shall be given to each shareholder entitled to vote at the meeting except that (a) it shall not be necessary to give notice to any shareholder who submits, before or after the meeting, a signed waiver of notice, a consent to the holding of the meeting or an approval of the minutes of the meeting and (b) no notice of an adjourned meeting need be given except when required by law. Attendance of a shareholder at a meeting either in person or by proxy, shall of itself constitute waiver of notice. Each notice of meeting shall be given, personally or by mail, not less than ten (10) nor more than sixty (60) days before the meeting and shall state the date, time and place of the meeting, and in case of a special meeting, shall state the purpose or purposes for which the meeting is called. If mailed, notice shall be considered given when mailed, first class, postage prepaid, to a shareholder at his address shown on the Corporation's records.

1.5 Quorum. The presence in person or by proxy of the holders of a majority of the shares entitled to vote shall constitute a quorum for the transaction of any business. In the absence of a quorum at the opening of any meeting, such meeting may be adjourned from time to time by the vote of a majority of the shares voting on the motion to adjourn, but no other business may be transacted until and unless a quorum is present.

1.6 Voting Proxies. Each shareholder of record shall be entitled to one vote for every share registered in his, her or its name and may attend meetings and vote either in person or by written proxy. Every proxy must be executed by the shareholder or his, her or its attorney-in-fact. An email or fax transmitted by a shareholder shall be deemed a written proxy. No proxy shall be valid after eleven (11) months from its date unless it provides otherwise.

Corporate action to be taken by shareholder vote, including the election of directors, shall be authorized by a majority of the votes cast at a meeting of shareholders, except as otherwise

provided by law. Voting need not be by ballot unless requested by a shareholder at a meeting or ordered by the Chairman of the meeting.

1.7 Action by Shareholders without a Meeting. Any action which may be taken at a meeting of shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the shareholders entitled to vote with respect to the subject matter thereof.

2. BOARD OF DIRECTORS.

2.1 Number, Qualifications, Election and Term of Directors. The business and affairs of the Corporation shall be managed by the Board, which shall consist of between one and ten Directors. Directors shall be elected at each annual meeting of shareholders and shall hold office until the next annual meeting of shareholders and until the election of their respective successors, or until their earlier resignation, removal from office or death.

2.2 Quorum and Manner of Acting. A majority of the entire Board shall constitute a quorum for the transaction of business at any meeting, except as provided in Section 2.9 of these Bylaws. Action of the Board shall be authorized by the vote of a majority of the directors present at the time of the vote if there is a quorum, unless otherwise provided by law, the charter or these Bylaws. In the absence of a quorum, a majority of the directors present may adjourn any meeting from time to time until a quorum is present.

2.3 Place of Meetings. Meetings of the Board may be held in or outside of the State of Florida.

2.4 Annual and Regular Meetings. Annual meetings of the Board, for the election of officers, and consideration of other matters, shall be held either (a) without notice immediately after the annual meeting of the shareholders and at the same place, or (b) as soon as practicable after the annual meeting of shareholders on notice as provided in Section 2.6 of these Bylaws. Regular meetings of the Board may be held without notice at such time and places as the Board determines. If the day fixed for a regular meeting is a legal holiday, the meeting shall be held on the next business day.

2.5 Special Meetings. Special meetings of the Board may be called by the President or a majority of the directors.

2.6 Notice of Meetings; Waiver of Notice. Notice of the date, time and place of each special meeting of the Board, and of each annual meeting not held immediately after the annual meeting of shareholders and at the same place, shall be given to each director by delivering it personally or mailing or telegraphing it to him at his residence or usual place of business at least two (2) days before the meeting. Notice need not be given to any director who, before or after the meeting, submits a signed waiver of notice, consent to holding the meeting, or an approval of the minutes thereof. Notice of any adjourned meeting need not be given, other than by announcement at the meeting at which the adjournment is taken and if the period of adjournment does not exceed ten days in any one adjournment.

2.7 Action by Directors without A Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all the members of the Board individually or collectively consent in writing to such action and such written consent is filed with the minutes of the Board.

2.8 Resignation and Removal of Directors. Any director may resign at any time by delivering his written resignation to the President or the Secretary of the Corporation to take effect at the time specified therein, or, if no time is specified, it I will be effective at the time of its receipt. Any or all of the directors may be removed at any time, either with or without cause, by vote of the shareholders holding a majority of the outstanding shares entitled to vote at an election of directors. If any or all directors are removed, new directors may be elected at the same meeting.

2.9 Vacancies. Any vacancy in the Board, including one created by an increase in the number of directors, may be filled for the unexpired term by a majority vote of the remaining directors, though less than a quorum.

2.10 Compensation. Directors may receive a fee to be fixed by the Board for each regular and special meeting attended, and shall be reimbursed for their reasonable expenses in connection with the performance of their duties. A director may also be paid for serving the Corporation, its affiliates or subsidiaries in other capacities.

3. COMMITTEES.

3.1 Executive Committee. The Board, by resolution adopted by a majority of the entire Board, may designate an Executive Committee of two or more directors which shall have all the authority of the Board, except as otherwise provided in the resolution or by law, and which shall serve at the pleasure of the Board. All action of the Executive Committee shall be reported to the Board at its next meeting.

3.2 Other Committees. The Board, by resolution adopted by a majority of the entire Board, may designate other committees of directors, to serve at the Board's pleasure, with such powers and duties as the Board determines.

4. OFFICERS.

4.1 Number. The executive officers of the Corporation shall be the Chief Executive Officer, the President, one or more Vice Presidents (including an Executive Vice President, if the Board so determines), a Secretary and a Treasurer. Any two or more offices may be held by the same person, except the offices of President and Secretary. The executive officers of the Corporation will serve in the same capacity for any subsidiaries of the Corporation.

4.2 Election; Term of Office. The executive officers of the Corporation shall be elected annually by the Board, and each such officer shall hold office until the next annual meeting of the Board or until the election of his successor. The Initial Chief Executive Officer shall be Stan Carter. The Initial Secretary shall be Brad Carter.

4.3 Subordinate Officers. The Board may appoint subordinate officers (including Assistant Secretaries, and Assistant Treasurers), agents or employees, each of whom shall hold office for such period and have such powers and duties as the Board determines. The Board may delegate to any executive officer or to any committee the power to appoint and define the powers and duties of any subordinate officers, agents or employees.

4.4 Resignation and Removal of Officers. Any officer may resign at any time by delivering his written resignation to the President or the Secretary of the Corporation to take effect at the time specified therein, or if no time is specified, it will be effective at the time of its receipt. Any officer elected or appointed by the Board or appointed by an executive officer or by a committee may be removed by the Board either with or without cause.

4.5 Vacancies. A vacancy in any office may be filled for the unexpired term in the manner prescribed in Sections 4.2 and 4.3 of these Bylaws for election or appointment to the office.

4.6 Chief Executive Officer. The Chief Executive Officer of the Corporation shall have the overall power to operate the business and affairs of the Corporation. He shall preside at all meetings of the Board and stockholders. He shall have the power to execute contracts and other instruments of the Corporation and such other powers and duties as the Board assigns to him from time to time. Subject to the control of the Board, he shall have general supervision over the business of the Corporation and shall have such other powers and duties as presidents of corporations usually have or as the Board assigns to him from time to time.

4.7 President. The President shall be responsible for the day-to-day management of the Corporation and report to the Chief Executive Officer of the Corporation.

4.8 Vice Presidents. Each Vice President shall have such powers, duties and designations as the Board, or the President subject to the control of the Board, assigns to him. In the absence of the President, the Vice Presidents, in the order designated by the Board, shall act in the place of the President.

4.9 The Treasurer. The Treasurer shall be the chief financial officer of the Corporation and shall be in charge of the Corporation's books and accounts. Subject to the control of the Board, he shall have such other powers and duties as the Board or the President assigns to him.

4.10 The Secretary. The Secretary shall record the minutes of all meetings of the Board and of the shareholders, shall be responsible for giving notice of all meetings of the Board and of shareholders, shall keep the seal and, when authorized by the Board, shall apply it to any instrument requiring it. Subject to the control of the Board, he shall have such other powers and duties as the Board or the President assigns to him. In the absence of the Secretary from any meeting, the minutes shall be kept by the person appointed for that purpose by the presiding officer.

4.11 Salaries. The Board may fix the officers' salaries, if any, or it may authorize the President to fix the salary of any other officer.

5. SHARES.

5.1 Certificates. The shares of the Corporation shall be represented by certificates in the form approved by the Board. Each certificate shall be signed by the President or a Vice President. and by the Secretary or an assistant Secretary.

5.2 Transfers. Shares shall be transferable only on the Corporation's books, upon surrender of the certificate for the shares, properly endorsed. The Board may require satisfactory surety before issuing a new certificate to replace a certificate claimed to have been lost or destroyed.

5.3 Determination of Shareholders of Record. The Board may fix, in advance, a date as the record date for the determination of shareholders entitled to notice of and to vote at any meeting of the shareholders or to receive any dividend or distribution or any allotment of rights, or to exercise rights with respect to any change, conversion or exchange of shares. The record date may not he more than 50 nor less than 10 days before the date of the meeting.

6. INDEMNIFICATION.

6.1 Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person)

(1) who is or was a director or officer of the Company,

(2) who is or was an agent or employee of the Company other than an officer and as to whom the Company has agreed to grant such indemnity, or

(3) who is or was serving at the request of the Company as its representative in the position of a director, officer, agent, or employee of another corporation, partnership, joint venture, trust or other enterprise and as to whom the Company has agreed to grant such indemnity shall be indemnified by the Company as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision, against any fine, liability, cost or expense, including attorney's fees, asserted against him or incurred by him in his capacity as such director, officer, agent, employee or representative. The foregoing right of indemnification shall not be exclusive of other rights to which those seeking an indemnification may be entitled.

7. MISCELLANEOUS.

7.1 Seal. The Board may adopt a corporate seal, and if so, it shall be in the form of a circle and shall bear the Corporation's name and the year in, and state in, which it was incorporated.

7.2 Fiscal Year. The Board may determine the Corporation's fiscal year. Until changed by the Board, the Corporation's fiscal year shall be the calendar year.

7.3 Voting of Shares of Other Corporations. Shares in other corporations which are held by the Corporation may be represented and voted by the President or a Vice President of this Corporation or by proxy or proxies appointed by one of them. The Board, may, however, appoint some other person to vote the shares.

7.4 Amendments. These Bylaws may be amended, repealed or adopted by the shareholders or by a majority of the directors then holding office.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify;

1. That I am the duly elected and acting Secretary of Allied Health Care Corporation, a Florida corporation;

2. That the foregoing Amended and Restated Bylaws comprising six (6) pages constitute the Bylaws of said corporation as duly adopted by Unanimous Written Consent of Board of Directors effective October 15, 2012.

3. Pursuant to that certain Unanimous Written Consent of the Board of Directors effective October 15, 2012, the foregoing Amended and Restated Bylaws supersede any previous Bylaws.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of October, 2012

Brad Carter, Secretary

Exhibit 2.7(a)

Escrow Agreement

See Attachment to Exhibit 2.7(a).

ESCROW AGREEMENT

This Escrow Agreement dated this 15th day of October, 2012 (the "Escrow Agreement"), is entered into by and among CHC-FLA, LLC, an Oklahoma limited liability company (the "Parent"), Ronald Kaplan, an individual ("Kaplan"), Carol Brafman, an individual ("Brafman," together with Kaplan and the Parent, the "Parties," and individually, a "Party"), and Wells Fargo Bank, National Association, a national banking association, as escrow agent ("Escrow Agent"). Capitalized terms used but not otherwise defined in this Escrow Agreement shall have the meanings ascribed to such terms in the Merger Agreement (as defined below).

RECITALS

A. Pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 15, 2012, by and among the Parent, CHC-Acquisition, LLC, an Oklahoma limited liability company ("Merger Sub"), and Allied Health Care Corporation, a Florida corporation (the "Company"), pursuant to which the Company will be acquired in a merger by the Parent.

B. This Escrow Agreement is entered into pursuant to Section 2.7 of the Merger Agreement in order to establish an escrow for the Future Payments, as defined therein. In accordance with Section 2.7 of the Merger Agreement, the Parent hereby agrees to place in escrow certain funds and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Escrow Agreement.

C. The Parent, Kaplan and Brafman hereby acknowledge that the Escrow Agent is not a party to, is not bound by, and has no duties or obligations under, the Merger Agreement, that all references in this Escrow Agreement to the Merger Agreement are for convenience, and that the Escrow Agent shall have no implied duties beyond the express duties set forth in this Escrow Agreement.

D. Pursuant to the Merger Agreement, Parent and the Company have appointed Wells Fargo Bank, National Association as "Paying Agent" under that certain Paying Agent Agreement dated of even date herewith by and among the Company, Brafman, Kaplan and the Paying Agent.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
ESCROW DEPOSIT

Section 1.1. Receipt of Escrow Property. Upon execution hereof, the Parent shall deliver to the Escrow Agent the amount of $2,970,000 (the "Escrow Property") in immediately available funds.

Section 1.2. Investments.

(a) The Escrow Agent is authorized and directed to deposit, transfer, hold and invest the Escrow Property and any investment income thereon as set forth in **Exhibit A** hereto, or as set forth in any subsequent written direction executed by Kaplan and Brafman. Any investment earnings and income on the Escrow Property shall become part of the Escrow Property, and shall be disbursed in accordance with Section 1.3 of this Escrow Agreement.

(b) The Escrow Agent is hereby authorized and directed to sell or redeem any such investments as it deems necessary to make any payments or distributions required under this Escrow Agreement. The Escrow Agent shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Escrow Agreement. The Escrow Agent is hereby authorized, in making or disposing of any investment permitted by this Escrow Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Escrow Agent or for any third person or dealing as principal for its own account. The Parties acknowledge that the Escrow Agent is not providing investment supervision, recommendations, or advice.

Section 1.3. Disbursements. The Escrow Agent shall hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) Within 2 (two) business days from the date that is sixty-one (61) days following the date hereof, if no holders of issued and outstanding Company Common Stock have properly exercised appraisal rights with respect to any Company Common Stock which was issued and outstanding prior to the Effective Time, or such earlier time all such appraisal rights have lapsed or been waived, upon receipt of the joint written instruction of the Parties, Escrow Argent shall pay and distribute to the Paying Agent or such other designee of the Equityholders on behalf of the Equityholders, an amount equal to $220,000.

(b) So long as a Dissenter's Claim has not been made so as to suspend any Future Payments or, if a Dissenter's Claim has been made and it has been resolved either by a Dissenter Settlement or Dissenter Ruling, within 2 (two) business days from the date that is ninety (90) days following the date hereof, upon receipt of the joint written instruction of the Parties, Escrow Agent shall pay and distribute to the Paying Agent or other designee of the Equityholders on behalf of the Equityholders, an amount equal to $2,750,000.

(c) At any time at which there is a release or disbursement of Escrow Property, pursuant to this Section 1.3, the Escrow Agent shall simultaneously release to the Paying Agent or other designee of the Equityholders all of the accrued interest on such amount, unless directed otherwise in accordance with a written instruction signed by Brafman and Kaplan.

(d) All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

Section 1.4. Security Procedure For Funds Transfers. The Escrow Agent shall confirm each funds transfer instruction received in the name of a Party by means of the security procedure selected by such Party and communicated to the Escrow Agent through a signed certificate in the

form of Exhibit B-1 or Exhibit B-2 attached hereto, which upon receipt by the Escrow Agent shall become a part of this Escrow Agreement. Once delivered to the Escrow Agent, Exhibit B-1 or Exhibit B-2 may be revised or rescinded only by a writing signed by an authorized representative of the Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford the Escrow Agent a reasonable opportunity to act on it. If a revised Exhibit B-1 or B-2 or a rescission of an existing Exhibit B-1 or B-2 is delivered to the Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to the Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Party under this Escrow Agreement.

The Parties understand that the Escrow Agent's inability to receive or confirm funds transfer instructions pursuant to the security procedure selected by such Party may result in a delay in accomplishing such funds transfer, and agree that the Escrow Agent shall not be liable for any loss caused by any such delay.

Section 1.5. Income Tax Allocation and Reporting.

(a) The Parties hereto agree that for tax reporting purposes, the Escrow Property will be treated as owned by the Parent and not received by the Equityholders and to file all Tax Returns on a basis consistent with such treatment.

(b) The Parties agree that, for tax reporting purposes, all interest and other income from investment of the Escrow Property shall, as of the end of each calendar year and to the extent required by the Internal Revenue Service, be reported as having been earned by the Parent, whether or not such income was disbursed during such calendar year.

(c) Prior to the date hereof, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Escrow Agent may request. The Parties understand that if such tax reporting documentation is not provided and certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of the Escrow Property.

(d) To the extent that the Escrow Agent becomes liable for the payment of any taxes in respect of income derived from the investment of the Escrow Property, the Escrow Agent shall satisfy such liability to the extent possible from the Escrow Property. The Parties, jointly and severally, shall indemnify, defend and hold the Escrow Agent harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Escrow Agent on or with respect to the Escrow Property and the investment thereof unless such tax, late payment, interest, penalty or other expense was directly caused by the gross negligence or willful misconduct of the Escrow Agent. The indemnification provided by this Section 1.5(d) is in addition to the indemnification provided in Section 3.1 and shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 1.6. Termination. Upon the disbursement of all of the Escrow Property, including any interest and investment earnings thereon, this Escrow Agreement shall terminate and be of no further force and effect except that the provisions of Sections 1.5(d), 3.1 and 3.2 hereof shall survive termination.

ARTICLE 2
DUTIES OF THE ESCROW AGENT

Section 2.1. Scope of Responsibility. Notwithstanding any provision to the contrary, the Escrow Agent is obligated only to perform the duties specifically set forth in this Escrow Agreement, which shall be deemed purely ministerial in nature. Under no circumstances will the Escrow Agent be deemed to be a fiduciary to any Party or any other person under this Escrow Agreement. The Escrow Agent will not be responsible or liable for the failure of any Party to perform in accordance with this Escrow Agreement. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument, or document other than this Escrow Agreement, whether or not an original or a copy of such agreement has been provided to the Escrow Agent; and the Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any such agreement, instrument, or document. References in this Escrow Agreement to any other agreement, instrument, or document are for the convenience of the Parties, and the Escrow Agent has no duties or obligations with respect thereto. This Escrow Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred or implied from the terms of this Escrow Agreement or any other agreement.

Section 2.2. Attorneys and Agents. The Escrow Agent shall be entitled to rely on and shall not be liable for any action taken or omitted to be taken by the Escrow Agent in accordance with the advice of counsel or other professionals reasonably retained or consulted by the Escrow Agent. The Escrow Agent shall be reimbursed as set forth in Section 3.1 for any and all reasonable compensation (fees, expenses and other costs) paid and/or reimbursed to such outside counsel and/or professionals. The Escrow Agent may perform any and all of its duties through its agents, representatives, attorneys, custodians, and/or nominees.

Section 2.3. Reliance. The Escrow Agent shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the Parties or their respective agents, representatives, successors, or assigns. The Escrow Agent shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Concurrent with the execution of this Escrow Agreement, the Parties shall deliver to the Escrow Agent **Exhibit B-1** and **Exhibit B-2** which contain authorized signer designations in Part I thereof.

Section 2.4. Right Not Duty Undertaken. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties.

Section 2.5. No Financial Obligation. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

ARTICLE 3
PROVISIONS CONCERNING THE ESCROW AGENT

Section 3.1. Indemnification. The Parties, jointly and severally, shall indemnify, defend and hold harmless the Escrow Agent from and against any and all loss, liability, cost, damage and expense, including, without limitation, attorneys' fees and expenses or other professional fees and expenses which the Escrow Agent may suffer or incur by reason of any action, claim or proceeding brought against the Escrow Agent, arising out of or relating in any way to this Escrow Agreement or any transaction to which this Escrow Agreement relates, unless such loss, liability, cost, damage or expense shall have been finally adjudicated to have been caused by the willful misconduct or gross negligence of the Escrow Agent. The provisions of this Section 3.1 shall survive the resignation or removal of the Escrow Agent and the termination of this Escrow Agreement.

Section 3.2. Limitation of Liability. THE ESCROW AGENT SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE ESCROW AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

Section 3.3. Resignation or Removal. The Escrow Agent may resign by furnishing written notice of its resignation to the Parties, and the Parties may remove the Escrow Agent by furnishing to the Escrow Agent a joint written notice of its removal along with payment of all fees and expenses to which it is entitled through the date of termination. Such resignation or removal, as the case may be, shall be effective thirty (30) days after the delivery of such notice or upon the earlier appointment of a successor, and the Escrow Agent's sole responsibility thereafter shall be to safely keep the Escrow Property and to deliver the same to a successor escrow agent as shall be appointed by the Parties, as evidenced by a joint written notice filed with the Escrow Agent or in accordance with a court order. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following the delivery of such notice of resignation or removal, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the Parties.

Section 3.4. Compensation. The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached hereto as **Exhibit C**, which compensation shall be paid from the Escrow Property without the need for the Escrow Agent to obtain written consent

from the Parties. The fee agreed upon for the services rendered hereunder is intended as full compensation for the Escrow Agent's services as contemplated by this Escrow Agreement; provided, however, that in the event that the conditions for the disbursement of funds under this Escrow Agreement are not fulfilled, or the Escrow Agent renders any service not contemplated in this Escrow Agreement, or there is any assignment of interest in the subject matter of this Escrow Agreement, or any material modification hereof, or if any material controversy arises hereunder, or the Escrow Agent is made a party to any litigation pertaining to this Escrow Agreement or the subject matter hereof, then the Escrow Agent shall be compensated for such extraordinary services and reimbursed for all costs and expenses, including reasonable attorneys' fees and expenses, occasioned by any such delay, controversy, litigation or event. If any amount due to the Escrow Agent hereunder is not paid within thirty (30) days of the date due, the Escrow Agent in its sole discretion may charge interest on such amount up to the highest rate permitted by applicable law. The Escrow Agent shall have, and is hereby granted, a prior lien upon the Escrow Property with respect to its unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights, superior to the interests of any other persons or entities and is hereby granted the right to set off and deduct any unpaid fees, non-reimbursed expenses and unsatisfied indemnification rights from the Escrow Property.

Section 3.5. Disagreements. If any conflict, disagreement or dispute arises between, among, or involving any of the parties hereto concerning the meaning or validity of any provision hereunder or concerning any other matter relating to this Escrow Agreement, or the Escrow Agent is in doubt as to the action to be taken hereunder, the Escrow Agent may, at its option, retain the Escrow Property until the Escrow Agent (i) receives a final non-appealable order of a court of competent jurisdiction or a final non-appealable arbitration decision directing delivery of the Escrow Property, (ii) receives a written agreement executed by each of the parties involved in such disagreement or dispute directing delivery of the Escrow Property, in which event the Escrow Agent shall be authorized to disburse the Escrow Property in accordance with such final court order, arbitration decision, or agreement, or (iii) files an interpleader action in any court of competent jurisdiction, and upon the filing thereof, the Escrow Agent shall be relieved of all liability as to the Escrow Property and shall be entitled to recover attorneys' fees, expenses and other costs incurred in commencing and maintaining any such interpleader action. The Escrow Agent shall be entitled to act on any such agreement, court order, or arbitration decision without further question, inquiry, or consent.

Section 3.6. Merger or Consolidation. Any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Escrow Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

Section 3.7. Attachment of Escrow Property; Compliance with Legal Orders. In the event that any Escrow Property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or

decree shall be made or entered by any court order affecting the Escrow Property, the Escrow Agent is hereby expressly authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders or decrees so entered or issued, or which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other person, firm or corporation, should, by reason of such compliance notwithstanding, such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

Section 3.8 Force Majeure. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Escrow Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE 4
MISCELLANEOUS

Section 4.1. Successors and Assigns. This Escrow Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Escrow Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld or delayed). No assignment of the interest of the Escrow Agent (except in accordance with Section 3.6 above) shall be binding unless and until written notice of such assignment shall be delivered to the Parties and shall require the prior written consent of the Parties (such consent not to be unreasonably withheld or delayed).

Section 4.2. Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Property escheat by operation of law.

Section 4.3. Notices. All notices, requests, demands, and other communications required under this Escrow Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission or electronic mail (e-mail) transmission with written confirmation of receipt, (iii) by overnight delivery with a reputable national overnight delivery service, or (iv) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is delivered personally, then it shall be deemed given when delivered. If any notice is sent by facsimile transmission, then it shall be deemed given when

transmitted provided that the sender receives electronic confirmation of such transmission. If any notice is sent by overnight delivery, then it shall be deemed given when delivered as confirmed by the delivery service. If any notice is mailed, it shall be deemed given five business days after the date such notice is deposited in the United States mail. If notice is given to a party, it shall be given at the address for such party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes. In the case of communications delivered to the Escrow Agent, such communications shall be deemed to have been given on the date received by the Escrow Agent.

(a) if to the Company (prior to the Closing), to:

Allied Health Care Corporation
2700 West Cypress Creek Road, Suite B-100
Fort Lauderdale, FL 333309
Facsimile: (954) 257-8357
Attention: Ronald Kaplan
E-mail: happyexec@aol.com

with a copy (which shall not constitute notice) to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Facsimile: (858) 523-5450
Attention: Rodney Bell, Esq.
E-mail: rodney.bell@hklaw.com

(b) if to Parent or Merger Sub or, if after the Closing, to the Company, to:

CHC-FLA, LLC
c/o Carter Healthcare, Inc.
3105 South Meridian
Oklahoma City, Oklahoma 73119
Facsimile: (405) 947-7300
Attention: Brad Carter
E-mail: bcarter@carterhealthcare.com

with a copy (which shall not constitute notice) to:

Crowe & Dunlevy
20 N. Broadway, Suite 1800
Oklahoma City, Oklahoma 73102
Facsimile: (405) 272-5254
Attention: Eric S. Fisher, Esq.
E-mail: eric.fisher@crowedunlevy.com

(c) if to Brafman, to:

Carol Brafman
1508 NE 7th Street
Fort Lauderdale, FL 33304
Facsimile: (954) 779-3787
E-mail: CSBBRAF@aol.com

with a copy (which shall not constitute notice) to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Facsimile: (858) 523-5450
Attention: Rodney Bell, Esq.
E-mail: rodney.bell@hklaw.com

(d) if to Kaplan, to:

Ronald Kaplan
1023 SE 6th Street
Fort Lauderdale, FL 33301
Facsimile: (954) 257-8357
E-mail: happyexec@aol.com

with a copy (which shall not constitute notice) to:

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Facsimile: (858) 523-5450
Attention: Rodney Bell, Esq.
E-mail: rodney.bell@hklaw.com

(e) if to Escrow Agent, to:

Wells Fargo Bank, National Association
7000 Central Parkway NE
5th Floor Suite 550
Atlanta, GA 30328
Attention: Reda Sabaliauskaite, Corporate, Municipal and Escrow

Solutions
Telephone: 770-551-5128
Facsimile: 770-551-5118

Section 4.4. Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 4.5. Entire Agreement. This Escrow Agreement sets forth the entire agreement and understanding of the parties related to the Escrow Property.

Section 4.6. Amendment. This Escrow Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.7. Waivers. The failure of any party to this Escrow Agreement at any time or times to require performance of any provision under this Escrow Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any party to this Escrow Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this Escrow Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.8. Headings. Section headings of this Escrow Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Escrow Agreement.

Section 4.9. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile signature page were an original thereof.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the date first written above.

CHC-FLA, LLC

By: _____

Name: Stan Carter

Title: Manager

Carol Brafman

_____

Name: Carol Brafman

Ronald Kaplan

_____

Name: Ronald Kaplan

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Name: _____

Title: _____

EXHIBIT A

Agency and Custody Account Direction
For Cash Balances
Wells Fargo Money Market Deposit Accounts

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the escrow account or accounts (the "Account") established under the Escrow Agreement to which this Exhibit A is attached.

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account (MMDA)

I understand that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $250,000.

I acknowledge that I have full power to direct investments of the Account.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

CHC-FLA, LLC

_____
Name: Stan Carter
Title: Manager

_____
Date

Carol Brafman

_____
Name: Carol Brafman

_____
Date

Ronald Kaplan

_____
Name: Ronald Kaplan

_____
Date

Exhibit B-1

CHC-FLA, LLC Security Agreement

CHC-FLA, LLC certifies that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-1 identify the persons authorized to provide direction and initiate or confirm transactions, including funds transfer instructions, on behalf of CHC-FLA, LLC, and that the option checked in Part III of this Exhibit B-1 is the security procedure selected by CHC-FLA, LLC for use in verifying that a funds transfer instruction received by the Escrow Agent is that of CHC-FLA, LLC.

CHC-FLA, LLC has reviewed each of the security procedures and has determined that the option checked in Part III of this Exhibit B-1 best meets its requirements; given the size, type and frequency of the instructions it will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-1, CHC-FLA, LLC acknowledges that it has elected to not use the other security procedures described and agrees to be bound by any funds transfer instruction, whether or not authorized, issued in its name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by CHC-FLA, LLC.

NOTICE: The security procedure selected by CHC-FLA, LLC will not be used to detect errors in the funds transfer instructions given by CHC-FLA, LLC. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that CHC-FLA, LLC take such steps as it deems prudent to ensure that there are no such inconsistencies in the funds transfer instructions it sends to the Escrow Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of CHC-FLA, LLC

Name	Title	Telephone Number	E-mail Address
Stan Carter	Manager	(405) 590-0520	scarter@carterhealthcare.com

Specimen Signature

_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to *confirm funds transfer instructions*

Name	Title	Telephone Number	E-mail Address
Stan Carter	Manager	(405) 590-0520	scarter@carterhealthcare.com

Specimen Signature

_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *Option 1. Confirmation by telephone call-back.* The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *Option 2. Confirmation by e-mail.* The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-1. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-1. CHC-FLA, LLC understands the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. CHC-FLA, LLC further acknowledges that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation.* The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If CHC-FLA, LLC wishes to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If CHC-FLA, LLC chooses this Option 3, it agrees that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation.* Same as Option 3 above, but the Escrow Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone

number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

Dated this ____ day of _____, 20__.

By _____
Name: Stan Carter
Title: Manager

Exhibit B-2

Carol Brafman and Ronald Kaplan Security Agreement

Carol Brafman and Ronald Kaplan certify that the names, titles, telephone numbers, e-mail addresses and specimen signatures set forth in Parts I and II of this Exhibit B-2 identify the persons authorized to provide direction and initiate or confirm transactions, *including funds transfer instructions, on behalf of* ***Carol Brafman and Ronald Kaplan,*** and that the option checked in Part III of this Exhibit B-2 is the security procedure selected by **Carol Brafman and Ronald Kaplan** for use in verifying that a funds transfer instruction received by the Escrow Agent is that of **Carol Brafman and Ronald Kaplan.**

Carol Brafman and Ronald Kaplan have reviewed each of the security procedures and *have determined that the option checked in Part III of this Exhibit B-2 best meets their* requirements; given the size, type and frequency of the instructions they will issue to the Escrow Agent. By selecting the security procedure specified in Part III of this Exhibit B-2, **Carol Brafman and Ronald Kaplan** acknowledge that they have elected to not use the other security procedures described and agree to be bound by any funds transfer instruction, whether or not authorized, issued in their name and accepted by the Escrow Agent in compliance with the particular security procedure chosen by **Carol Brafman *and Ronald Kaplan.***

NOTICE: The security procedure selected by **Carol Brafman and Ronald Kaplan** will not be used to detect errors in the funds transfer instructions given by **Carol Brafman and Ronald Kaplan**. If a funds transfer instruction describes the beneficiary of the payment inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named beneficiary. If a funds transfer instruction describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. Therefore, it is important that **Carol Brafman and Ronald Kaplan** take such steps as they deem prudent to ensure that there are no such inconsistencies in the funds transfer instructions *they send to the Escrow* Agent.

Part I

Name, Title, Telephone Number, Electronic Mail ("e-mail") Address and Specimen Signature for person(s) designated to provide direction, including but not limited to funds transfer instructions, and to otherwise act on behalf of Carol Brafman and Ronald Kaplan

Name	Title	Telephone Number	E-mail Address	Specimen Signature
Carol Brafman	Individual	(954) 647-7513	CSBBRAFAol.com	_____
Ronald Kaplan	Individual	(954) 257-8357	happyexec@aol.com	_____

Part II

Name, Title, Telephone Number and E-mail Address for person(s) designated to confirm funds transfer instructions

Name	Title	Telephone Number	E-mail Address	Specimen Signature
Carol Brafman	Individual	(954) 647-7513	CSBBRAFAol.com	_____
Ronald Kaplan	Individual	(954) 257-8357	happyexec@aol.com	_____

Part III

Means for delivery of instructions and/or confirmations

The security procedure to be used with respect to funds transfer instructions is checked below:

☐ *Option 1. Confirmation by telephone call-back.* The Escrow Agent shall confirm funds transfer instructions by telephone call-back to a person at the telephone number designated on Part II above. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by telephone call-back, the Escrow Agent may, at its discretion, confirm by e-mail, as described in Option 2.

☐ *Option 2. Confirmation by e-mail.* The Escrow Agent shall confirm funds transfer instructions by e-mail to a person at the e-mail address specified for such person in Part II of this Exhibit B-2. The person confirming the funds transfer instruction shall be a person other than the person from whom the funds transfer instruction was received, unless only one person is designated in both Parts I and II of this Exhibit B-2. **Carol Brafman and Ronald Kaplan** understand the risks associated with communicating sensitive matters, including time sensitive matters, by e-mail. **Carol Brafman and Ronald Kaplan** further acknowledge that instructions and data sent by e-mail may be less confidential or secure than instructions or data transmitted by other methods. The Escrow Agent shall not be liable for any loss of the confidentiality of instructions and data prior to receipt by the Escrow Agent.

☐ CHECK box, if applicable:
If the Escrow Agent is unable to obtain confirmation by e-mail, the Escrow Agent may, at its discretion, confirm by telephone call-back, as described in Option 1.

☐ *Option 3. Delivery of funds transfer instructions by password protected file transfer system only - no confirmation.* The Escrow Agent offers the option to deliver funds transfer instructions through a password protected file transfer system. If **Carol Brafman and Ronald Kaplan** wish to use the password protected file transfer system, further instructions will be provided by the Escrow Agent. If **Carol Brafman and Ronald Kaplan** choose this Option 3, they agree that no further confirmation of funds transfer instructions will be performed by the Escrow Agent.

☐ *Option 4. Delivery of funds transfer instructions by password protected file transfer system with confirmation.* Same as Option 3 above, but the Escrow

Agent shall confirm funds transfer instructions by ☐ telephone call-back or ☐ e-mail (must check at least one, may check both) to a person at the telephone number or e-mail address designated on Part II above. By checking a box in the prior sentence, the party shall be deemed to have agreed to the terms of such confirmation option as more fully described in Option 1 and Option 2 above.

Dated this ____ day of _____, 20__.

By _____
Name: Ronald Kaplan
Title: Individual

By _____
Name: Carol Brafman
Title: Individual

EXHIBIT C

FEES OF ESCROW AGENT

See attached.

Exhibit 2.7(c)

Letter of Transmittal

See Attachment to Exhibit 2.7(c).

EXHIBIT A

FORM OF
LETTER OF TRANSMITTAL

For Shares

of

ALLIED HEALTH CARE CORPORATION

Pursuant to the Agreement and Plan of Merger, dated as of October 15, 2012

THIS LETTER OF TRANSMITTAL SHOULD BE COMPLETED, SIGNED AND SENT TO WELLS FARGO BANK, N.A.

By mail, hand or overnight delivery to:

Wells Fargo Shareowner Services
Attention: P.A.S.S. Team
1110 Centre Pointe Curve, Suite 101
Mendota Heights, MN 55120

For additional information please contact our Shareowner Relations Department
at 1-866-927-3919 (toll free) or (651)554-3954 (local)
or via email at acquisitionteam@wellsfargo.com.

DESCRIPTION OF SHARES SURRENDERED			
Stockholder Name (exactly as it appears in Certificate)*	**Class of Shares**	**# of Shares (Enclosed)**	**Cert. #**
TOTAL:			

*Only certificates registered in a single form may be deposited with this Letter of Transmittal. If certificates are registered in different forms (e.g., John R. Doe and J.R. Doe), it is necessary to fill in, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

This Letter of Transmittal is to be completed by stockholders surrendering certificates evidencing Shares (as defined below) of **ALLIED HEALTH CARE CORPORATION**

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

New Registration Instructions	One Time Delivery Instructions
To be completed ***ONLY*** if the check is to be issued in the name(s) of someone other than the registered holder(s) ISSUE TO	To be completed ***ONLY*** if the check is to be delivered to an address other than that listed in the Name and Address of Registered Holders Box MAIL TO
Name	**Name**
Street Address	**Street Address**
City, State and Zip Code	**City, State and Zip Code**

Name and Address of Registered Shareholder(s)	Medallion Guaranteed
Please make any address corrections below	If you have completed the New Registration Instructions or all registered holders are not listed on the bank account provided in the wire transfer box (if you elected a wire payment), your signature must be ***Medallion Guaranteed*** by an eligible financial institution
☐ Indicates permanent address change	**Note: A notarization by a notary public is not acceptable**

☐ **Lost Certificates. I have lost my certificate(s) for _____ shares and require assistance in replacing the shares. By checking this Box, I agree I have read the Delivery of Letter of Transmittal and Shares (instructions and agree to the terms therein.**

The Merger Agreement. This Letter of Transmittal is being delivered to you in connection with the merger (the "Merger") of CHC-Acquisition, LLC, a Florida limited liability company ("Merger Sub"), with and into Allied Health Care Corporation (the "Company"), pursuant to an Agreement and Plan of Merger (the "Merger Agreement") by and among CHC-FLA, LLC, an Oklahoma limited liability company ("Parent"), Merger Sub, and the Company, which has been approved by the Company's Board of Directors and Shareholders. By delivering this Letter of Transmittal, the undersigned is surrendering the enclosed stock certificate(s) that are registered in the undersigned's name (the "Certificate(s)") representing shares of capital stock of the Company (the "Shares") in exchange for a cash closing payment following the Merger determined in accordance with the Merger Agreement and certain additional future cash consideration is payable in accordance with the Merger Agreement (the "Future Payments") (collectively, the "Merger Consideration"). Capitalized terms used herein and not defined herein shall have the meaning assigned to them in the Merger Agreement.

The Shares submitted with this Letter of Transmittal are being surrendered to Wells Fargo Bank, N.A., as the Paying Agent pursuant to Section 2.7 of the Merger Agreement.

Delivery of Stock Certificates and Letter of Transmittal. The undersigned is delivering herewith the Certificates(s) that represent any Shares he, she or it owns in accordance with the Merger Agreement. The execution and delivery of this Letter of Transmittal and delivery of the Certificates is a condition to receiving the undersigned's portion of the Merger Consideration. The undersigned understands that surrender of the Shares will not be made in acceptable form until receipt by Wells Fargo Bank, N.A. of this Letter of Transmittal, duly completed and signed, together with all signature pages included herewith and the Certificates in a form sufficient for cancelation.

Payment. The undersigned understands that the payment of the Merger Consideration for surrendered Shares (other than amounts equal to all United States federal, state and local taxes as Parent, the Company or the Surviving Corporation are required to withhold, amounts required to be held by Wells Fargo Bank, N.A. pursuant to the Escrow Agreement, and any Future Payments) will be made at or as soon as reasonably practicable following the Closing, provided this Letter of Transmittal is completed and delivered along with all accompanying documents in accordance with its terms. In no event will the undersigned receive any interest on the Merger Consideration.

Escrow Agreement. Pursuant to the Merger Agreement, upon Closing Parent will withhold from the Equityholders and deposit with Wells Fargo Bank, N.A., as the Escrow Agent under the Escrow Agreement, approximately $2,970,000 million to be used for certain Future Payments (the "Escrow Account"). The Escrow Agreement will set forth the terms upon which disbursements will be made by the Escrow Agent.

Release of Escrow Amounts. To the extent that the amounts held in the Escrow Account are not used for expenses or other obligations of the Company or its stockholders, including any indemnification claims that may arise, you will receive your portion of the cash held in the Escrow Account (less applicable Escrow Agent fees and withholding taxes) when such escrowed amounts are released from escrow to Wells Fargo Bank, N.A, as Paying Agent, in accordance with the Merger Agreement, the Escrow Agreement and the Paying Agent Agreement.

Tax and Withholding. The undersigned further understands that he, she or it is solely responsible for the payment of any applicable taxes imposed on the undersigned attributable to the payment of the Merger Consideration to the undersigned. In addition, the undersigned understands that all payments of Merger Consideration to the undersigned shall be made subject to applicable tax withholding, and Parent, the Company or the Surviving Corporation may withhold from any payments of the Merger Consideration all taxes as any of them are required to withhold pursuant to the Internal Revenue Code of 1986, as amended, and any applicable provision of state, local or foreign tax law.

EACH OF COMPANY'S STOCKHOLDERS IS URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF THE MERGER IN LIGHT OF THE STOCKHOLDER'S PARTICULAR CIRCUMSTANCES.

Indemnification. The undersigned hereby acknowledges the indemnification obligations of the Equityholders, including the undersigned, pursuant to Section 3.12 of the Merger Agreement and agrees to be bound by and to perform all obligations applicable to an Equityholder thereunder in accordance with the terms and conditions of, and subject to all of the limitations set forth in, Section 3.12 of the Merger Agreement as fully as if the undersigned were an original signatory to the Merger Agreement as an Equityholder thereunder.

Representations and Warranties. The undersigned hereby represents and warrants to Parent, the Company and Wells Fargo Bank, N.A. that: (a) if the undersigned is an individual, the undersigned has the legal capacity to execute this Letter of Transmittal, or, if the undersigned is not an individual, the undersigned is duly organized and validly existing under the applicable laws of its state of organization; (b) the undersigned has the full legal right, power and authority to execute this Letter of Transmittal, perform its

obligations hereunder, surrender the Shares to the Paying Agent and deliver the Certificate(s) listed on the cover page of this Letter of Transmittal (and the Shares represented thereby specified in such section) (c) the undersigned has duly and validly executed and delivered this Letter of Transmittal and this Letter of Transmittal constitutes the legal, valid and binding obligation of the undersigned, enforceable against the undersigned in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable principles; (d) the execution and delivery of this Letter of Transmittal by the undersigned does not, and the performance of this Letter of Transmittal by the undersigned will not, (i) conflict with or violate any law applicable to the undersigned or by which the undersigned or any of its properties is or may be bound or affected; or (ii) result in or constitute (with or without notice or lapse of time) any breach of or default under, or give to any other Person (with or without notice or lapse of time) any right of termination, amendment, acceleration or cancelation of, or result (with or without notice or lapse of time) in the creation of any lien, encumbrance or restriction on any of the Shares pursuant to, any contract to which the undersigned is a party or by which the undersigned is or may be bound or affected, except for any such conflicts, violations, breaches, defaults or other occurrences which would neither, individually or in the aggregate, prevent or delay the performance by the undersigned of any of the obligations of the undersigned pursuant to this Letter of Transmittal; (e) the Shares set forth on the cover page hereof are owned by the undersigned, free and clear of any and all liens, encumbrances or other restrictions (other than (i) restrictions on transfer arising under applicable securities laws and the Company Bylaws and (ii) restrictions on transfer under any stockholder agreements to which you are a party that will terminate as of the Closing) and the undersigned has not transferred or assigned to any Person any right based on or arising out of or under, or in connection with, the Shares; (f) other than as provided in this Letter of Transmittal and the Merger Agreement, the Company Articles of Incorporation and the Company Bylaws, (i) there are no options, phantom stock awards, warrants, rights, subscriptions, convertible or exchangeable securities or other agreements or commitments obligating the undersigned to transfer, sell, return or redeem, or cause the transfer, sale, return or redemption of the Shares and (ii) there are no voting trusts, proxies, registration rights agreements or other agreements to which the undersigned is a party with respect to the voting or transfer of the Shares; and (g) the execution and delivery of this Letter of Transmittal by the undersigned does not, and the performance of this Letter of Transmittal by the undersigned will not, require any consent of, or registration, declaration or filing with, any Person.

Release. By signing below, the undersigned consents to the cancelation of his, her or its Shares and, effective from and after the Effective Time, in consideration of the amounts paid to the undersigned pursuant to the Merger Agreement, the undersigned, on the undersigned's behalf and on behalf of its affiliates, heirs, legal representatives, successors and assigns (each, a "Releasor") hereby knowingly, voluntarily, irrevocably, unconditionally and forever acquits, releases and forever discharges and covenants not to sue Parent, the Company, the Surviving Corporation and their respective affiliates, including their direct and indirect subsidiaries and the officers, directors, employees and agents of any of the foregoing parties (each, a "Releasee") from any and all claims, liabilities, obligations, damages, losses, costs, expenses (including reasonable attorneys' fees), penalties, fines and judgments (at equity or at law, including statutory and common) and damages, asserted or unasserted, express or implied, foreseen or unforeseen, suspected or unsuspected, known or unknown, matured or unmatured, contingent or vested, liquidated or unliquidated, of any kind or nature or description whatsoever, from the beginning of time to the Effective Time, that such Releasor presently has as of the date hereof or ever had prior to the date hereof arising out of or related to the undersigned's ownership of Shares, other than Excluded Claims (as defined below). This release does not constitute a release or discharge of any Releasee from any of its obligations set forth in or arising under any provisions of the Merger Agreement or the Escrow Agreement, including with respect to payments of the Merger Consideration to be made under the Merger Agreement or the Escrow Agreement ("Excluded Claims").

THE UNDERSIGNED ACKNOWLEDGES THAT HE, SHE OR IT HAS READ AND UNDERSTOOD SECTION 1542 OF THE CALIFORNIA CIVIL CODE ("SECTION 1542"), WHICH STATES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**
>
> NOTWITHSTANDING SECTION 1542, THE UNDERSIGNED AGREES, ON HIS, HER OR ITS OWN BEHALF AND ON BEHALF OF EACH RELEASOR, THAT THE AFOREMENTIONED RELEASE SHALL ACT AS A RELEASE OF ALL FUTURE CLAIMS THAT MAY ARISE FROM THE MATTERS RECITED ABOVE, WHETHER SUCH CLAIMS ARE CURRENTLY KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, CONTINGENT OR ABSOLUTE; AND THE UNDERSIGNED INTENTIONALLY AND SPECIFICALLY WAIVES ANY RIGHTS A RELEASOR MAY HAVE UNDER THE PROVISIONS OF SECTION 1542, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT, AND ASSUMES FULL RESPONSIBILITY FOR ANY DAMAGES, LOSSES OR LIABILITIES THAT THE RELEASORS MAY HEREAFTER INCUR WITH RESPECT TO SUCH CLAIMS.

Covenant Not to Sue. By signing below, the undersigned irrevocably covenants to refrain from, directly or indirectly, asserting any claim or demand, or commencing, instituting or causing to be commenced, any proceeding of any kind against any

Releasee, based upon any matter purported to be released hereby.

Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Releasee, the undersigned shall indemnify and hold harmless each Releasee from and against all loss, liability, claim, damage (including incidental and consequential damages) or expense (including costs of investigation and defense and reasonable attorney's fees) whether or not involving third party claims, arising directly or indirectly from or in connection with the assertion by or on behalf of the undersigned or any Releasors of any claim or other matter purported to be released pursuant to this Letter of Transmittal.

WAIVER OF APPRAISAL AND DISSENTERS' RIGHTS. COMPLETION AND DELIVERY OF THIS LETTER OF TRANSMITTAL WITH RESPECT TO THE SHARES CONSTITUTES A WAIVER BY THE UNDERSIGNED OF ANY APPRAISAL AND DISSENTERS' RIGHTS WITH RESPECT TO ANY SHARES UNDER THE FLORIDA BUSINESS CORPORATION ACT ("FBCA") WHETHER OR NOT THE UNDERSIGNED HAS PREVIOUSLY MADE A WRITTEN DEMAND UPON THE COMPANY, THE SURVIVING CORPORATION, PARENT OR THE MERGER SUB AND OTHERWISE COMPLIED WITH THE APPRAISAL RIGHTS PROVISIONS OF THE FBCA.

Confidentiality. Except as required by law, the undersigned hereby agrees to keep confidential and not directly or indirectly reveal, report, publish, disclose or transfer any information regarding the Parent, Merger Sub, the Company, the Surviving Corporation, the Merger and negotiations in connection with the Merger Agreement. Notwithstanding the foregoing limitations, the undersigned shall not be required to keep confidential any information that (a) is known or available through other lawful sources not bound by a confidentiality agreement with the disclosing party; (b) is or becomes publicly known or generally known in the industry through no fault of the receiving party or its agents; (c) is developed by the receiving party independently of the disclosure by the disclosing party; (d) is requested or required to be disclosed pursuant to law, provided the other parties are given reasonable prior notice or consent thereto; or (e) relates solely to the income tax aspects and consequences of the transactions contemplated by the Merger Agreement.

Third Party Beneficiaries. Each of the Parent and the Company and their designees and/or agents is an express third party beneficiary of this Letter of Transmittal.

Binding Effect. This Letter of Transmittal shall remain in full force and effect notwithstanding the death or incapacity of one or more of the undersigned (if an individual), and this Letter of Transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

Severability. In the event that any one or more of the terms or provisions contained in this Letter of Transmittal, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Letter of Transmittal, and the parties to this Letter of Transmittal shall use their commercially reasonable efforts to substitute one or more valid, legal and enforceable terms or provisions into this Letter of Transmittal which, insofar as practicable, implement the purposes and intent of this Letter of Transmittal. Any term or provision of this Letter of Transmittal held illegal, invalid or unenforceable only in part, degree or within certain jurisdictions shall remain in full force and effect to the extent not held illegal, invalid or unenforceable to the extent consistent with the intent of the parties as reflected by this Letter of Transmittal. To the extent permitted by applicable law, each party waives any term or provision of law which renders any term or provision of this Letter of Transmittal to be invalid, illegal or unenforceable in any respect.

Waiver; Amendment. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Letter of Transmittal shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warrant. This Letter of Transmittal may not be changed except in a writing signed by the person(s) against whose interest such change shall operate.

GOVERNING LAW. THIS LETTER OF TRANSMITTAL AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATED TO THE LETTER OF TRANSMITTAL OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF FLORIDA APPLICABLE TO CONTRACTS EXECUTED IN AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF FLORIDA.

JURISDICTION OF DISPUTES; WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS LETTER OF TRANSMITTAL HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS ASSETS AND PROPERTIES, TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF FLORIDA, BROWARD

COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LETTER OF TRANSMITTAL, THE AGREEMENTS DELIVERED IN CONNECTION WITH THIS LETTER OF TRANSMITTAL, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT RELATING THERETO, AND EACH OF THE PARTIES TO THIS LETTER OF TRANSMITTAL HEREBY IRREVOCABLY AND UNCONDITIONALLY (I) AGREES NOT TO COMMENCE ANY SUCH ACTION OR PROCEEDING EXCEPT IN SUCH COURTS; (II) AGREES THAT ANY CLAIM IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH FLORIDA STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT; (III) WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH FLORIDA STATE OR FEDERAL COURT; AND (IV) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH FLORIDA STATE OR FEDERAL COURT. EACH OF THE PARTIES TO THIS LETTER OF TRANSMITTAL HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS LETTER OF TRANSMITTAL SHALL AFFECT THE RIGHT OF ANY PARTY TO THIS LETTER OF TRANSMITTAL TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

WAIVER OF JURY TRIAL. EACH PARTY TO THIS LETTER OF TRANSMITTAL ACKNOWLEDGES AND AGREES THAT ANY CLAIM OR CONTROVERSY WHICH MAY ARISE UNDER THIS LETTER OF TRANSMITTAL IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER OF TRANSMITTAL AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION WITH THIS LETTER OF TRANSMITTAL OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS LETTER OF TRANSMITTAL CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS LETTER OF TRANSMITTAL BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION TITLED "WAIVER OF JURY TRIAL."

CONVERSION; RETURN OF CERTIFICATES. ALL SHARES HELD BY YOU WERE CONVERTED AT THE EFFECTIVE TIME INTO THE RIGHT TO RECEIVE THE MERGER CONSIDERATION SET FORTH IN THE MERGER AGREEMENT AND CERTIFICATES REPRESENTING SUCH SHARES, AS OF THE EFFECTIVE TIME, NO LONGER REPRESENT SHARES, BUT REPRESENT THE RIGHT TO RECEIVE THE MERGER CONSIDERATION SET FORTH IN THE MERGER AGREEMENT.

THE FOLLOWING INSTRUCTIONS MUST BE FOLLOWED.

1. Delivery of Letter of Transmittal and Shares. This Letter of Transmittal and the other signature pages included herewith, completed, signed, and dated, must be used in connection with a delivery and surrender of Shares. Wells Fargo Bank, N.A. must receive a Letter of Transmittal, the other signed and completed pages included herewith and the Certificates representing any Shares surrendered hereby, in satisfactory form, in order to make an effective surrender of Shares and receive the Merger Consideration. If you have lost your Certificate(s), please check the appropriate box at the bottom of page 2 of the Letter of Transmittal, complete the Letter of Transmittal and return the Letter of Transmittal to Wells Fargo Shareowner Services. You will be contacted if a premium to obtain a bond of indemnity and/or additional documents are required to replace lost certificates. A one-time $50.00 fee will be deducted from your merger consideration payment for processing of Lost Certificates. An addressed return *envelope is enclosed for your convenience.*

The method of delivery of Shares and other documents is at the election and risk of the transmitting Stockholder. In order to protect against loss, if delivery is made by mail, registered mail with return receipt requested, properly insured, is recommended.

2. Signatures. If you are the person whose name appears on the Shares being surrendered, sign the Letter of Transmittal exactly as your name appears on such Shares, as the signature must correspond exactly with the name written on the face of the Shares without alteration, enlargement or any change whatsoever, and do not endorse the Shares you are surrendering or provide separate stock powers. If any Shares are registered in the name of two or more stockholders, each person named on the Shares must sign the Letter of Transmittal. If an executor, administrator, trustee, guardian, attorney-in-fact, corporate officer or other person acting in a fiduciary or representative capacity signs the Letter of Transmittal, such person should indicate his or her full title when signing and must provide appropriate evidence of authority to act in such capacity with a signed copy of this Letter of Transmittal. If additional documentation is required, you will be so advised.

3. Signature Guarantee (*Medallion Guarantee*). Only needs to be completed if the name on the check or bank account names are or will be different from the current registration. This guarantee is a form of signature verification which can be obtained through an eligible financial institution such as a commercial bank, trust company, securities broker/dealer, credit union or savings institution participating in a Medallion program approved by the Securities Transfer Association.

4. New Registration. Provide the new registration instructions (name and address) in the New Registration Box. Complete the Form W-9 to certify tax identification number for new registration of U.S. citizen, resident or entity. Signature must be that of the new registration indicated. All changes in registration require a Medallion Signature Guarantee. Joint registrations must include the form of tenancy. Custodial registrations must include the name of the Custodian (only one). Trust account registrations must include the names of all current acting trustees and the date of the trust agreement.

5. Optional Wire Instructions. *To elect a bank wire transfer, please complete the Optional Wire Transfer Box in its* entirety. A medallion guarantee is required if all registered shareholders are not listed on the bank account provided in the Optional Wire Transfer Box. Please contact your bank for questions regarding the appropriate bank routing number and account number to be used.

6. Examination of Documentation. Wells Fargo Bank, N.A. shall examine this Letter of Transmittal, the Form W-9 and all other documents referenced in this Letter of Transmittal (collectively, the "Stockholder Exchange Documents") delivered or mailed to Wells Fargo Bank, N.A. in connection with the surrender of Shares by you for exchange to ascertain whether they have been completed and executed in accordance with the instructions set forth in this Letter of Transmittal. In the event Wells Fargo Bank, N.A. determines that any Stockholder Exchange Documents do not appear to have been properly completed or executed, Wells Fargo Bank, N.A. will promptly follow, where possible, its regular procedures to attempt to cause such irregularity to be corrected. Wells Fargo Bank, N.A. is not authorized to waive any deficiency in connection with the submission of Shares, unless the Parent provides written authorization to waive such deficiency with respect to such deficient submission.

7. Additional Copies. Additional copies of this Letter of Transmittal may be obtained from Wells Fargo Bank, N.A. at the address listed on the face hereof.

8. Form W-9. If you are a United States person, you must provide Wells Fargo Bank, N.A. with a correct Taxpayer Identification Number ("TIN") on the Form W-9 which is provided below and indicate whether you are subject to backup withholding by checking the appropriate box in part 2 of the form. Additionally, each non-United States person is required to provide a properly executed Internal Revenue Service Form W-8BEN, or other applicable IRS Form W-8. **Failure to provide the information on the Form W-9 or applicable Form W-8, as applicable, may subject you to 28% federal income tax**

withholding on any payments of Merger Consideration to you. Please see "IMPORTANT U.S. TAX INFORMATION" for more information.

Important: This Letter of Transmittal, appropriately completed and signed, together with the Certificates representing any Shares surrendered hereby and all other required documents identified herein, must be received by Wells Fargo Bank, N.A. before any payment of the Merger Consideration can be made to you.

ALL STOCKHOLDERS MUST SIGN
IN THE SPACE PROVIDED BELOW
(See Instruction 2)

.....

.....
Signature(s) of Stockholder(s)

(Must be signed by the Stockholder(s) exactly as name(s) appear(s) on the Shares.)

Dated .....

Name(s) .....

.....
(Please Print)

Title of Signing Party (if entity, trustee or other authorized party) .....

Home or Business Address .....

.....
(Zip Code)

Tax Identification or
Social Security No. .....
(Complete Accompanying Form W-9)

Phone .....

PAYMENT INSTRUCTIONS

Optional Bank Wire Instructions	
NOTE: This wire request is optional. A wire fee of $50.00 per account will be deducted from the proceeds. If you do not complete the information below, a check for the proceeds will be delivered to you at the address as it appears on the front of this Letter of transmittal. If the name on the bank account does not match the registration or does not include all registered holders, a medallion guarantee is required. If you complete the Optional Wire Instructions and any of the information is incomplete, illegible or otherwise deficient, you will receive a check for your proceeds. In connection to the above referenced merger, please wire the entitled funds as follows:	
ABA Routing Number	
Bank Name	
Bank Address	
Name on Bank Account	
Account Number (DDA)	
SWIFT / IBAN (if applicable)	
For Further Credit Acct #	
For Further Credit Acct Name	

By completion of the Optional Wire Instructions, the *registered stockholder* hereby agrees that the above wire instructions are true and correct and by endorsing this Letter of Transmittal the person authorized to act on behalf of this account is directing Wells Fargo as paying agent to make payment of the merger consideration represented by this Letter of Transmittal to the bank account listed above

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information *such as your name, social security number (SSN), or other identifying* information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who *does not* give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

IMPORTANT U.S. TAX INFORMATION

Under United States federal income tax law, United States persons (as defined in the enclosed instructions accompanying the IRS Form W-9) who are receiving any consideration in connection with the Merger are required to provide their current TIN. If such United States person is an individual, the TIN is his or her social security number. If the United States person does not provide the correct TIN or an adequate basis for an exemption, such person may be subject to a $50 penalty imposed by the Internal Revenue Service, and any consideration such person receives in the Merger may be subject to backup withholding at the applicable rate. If withholding results in an overpayment of taxes, a refund from the Internal Revenue Service may be obtained. To prevent backup withholding on any cash payment made to a United States person in connection with the Merger Agreement, such person is required to notify the Paying Agent of his or her correct TIN by completing the enclosed IRS Form W-9 and certifying under penalties of perjury, that the TIN provided on the IRS Form W-9 is correct. In addition, the United States person must date and sign as indicated. If the United States person does not have a TIN, such person should consult the IRS Form W-9 Instructions for instructions on applying for a TIN.

To prevent backup withholding, a nonresident alien or a foreign entity should (i) submit a properly completed IRS Form W-8BEN, or other applicable IRS Form W-8, to the Paying Agent, certifying under penalties of perjury to the person's foreign status or (ii) otherwise establish an exemption. IRS Forms W-8BEN, or other applicable IRS Form W-8, may be obtained from the Paying Agent.

Certain United States persons who are exempt recipients are not subject to these backup withholding requirements. See the enclosed copy of the IRS Form W-9 and the Instructions to Form W-9. To avoid possible erroneous backup withholding, exempt United States persons, while not required to file IRS Form W-9, should complete and return the IRS Form W-9.

See IRS Form W-9 or W-8BEN, as applicable, for additional information and instructions.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, YOU ARE HEREBY NOTIFIED THAT: (A) ANY FEDERAL TAX ADVICE CONTAINED HEREIN IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE; (B) THE ADVICE IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTION OR THE MATTERS ADDRESSED HEREIN; AND (C) THE TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Exhibit 2.11(e)

Consulting Agreements

See Attachments to Exhibit 2.11(e).

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into on this 15th day of October, 2012 ("**Effective Date**"), by and between ALLIED HEALTH CARE CORPORATION, an Florida corporation ("**Corporation**"), and RON KAPLAN, an individual ("**Consultant**"), with reference to the following circumstances:

RECITALS:

A. WHEREAS, Corporation desires to retain the services of Consultant and Consultant desires to make his services available to Corporation upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recital, the mutual conditions contained herein and the benefits to be derived from the mutual observance of the provisions of this Agreement, the parties intending to be legally bound hereby agree as follows:

1.1 Consulting Services. Corporation hereby appoints, engages and retains Consultant as a consultant with respect to the matters set forth in Section 1.2 hereof and Consultant hereby accepts such engagement and retention as a consultant to Corporation.

1.2 Duties of Consultant. Consultant shall be engaged to serve as the "President" of Corporation. In this role, Consultant shall be available to assist and advise Corporation and its subsidiaries with respect to the marketing and sales of home health care services and related services (the "**Services**") offered by Corporation, and other such services as requested from time to time by the Chief Executive Officer of Corporation. Such services shall be provided at such times as may be agreed upon from time to time between Corporation and Consultant.

1.3 Independent Contractor. Notwithstanding Consultant's title as "President" as provided herein, Consultant shall have no corporate, management or operational authority that someone in the position of President might otherwise have in such a role. Consultant acknowledges that his relationship with Corporation does not constitute an employment relationship and is only an independent contractor relationship. Corporation shall not control and direct Consultant with respect to the details and means by which Consultant performs the services and will only be concerned with the results obtained by Consultant. Corporation will not withhold on behalf of Consultant any sums for income tax, unemployment insurance, social security or any other items, and all such payments and withholdings are the sole responsibility of Consultant. Corporation will report all gross payments made under this Agreement on a Form 1099 with the Internal Revenue Service and will supply Contractor with a copy of such Form 1099 after it has been filed with the Internal Revenue Service. Furthermore, Consultant shall indemnify and hold Corporation harmless from any and all losses, cost, expense or liability arising with respect to such items and/or the failure to withhold such items.

1.4 Term. This Agreement shall be effective for one (1) year from the Effective Date hereof.

1.5 Termination by Corporation. This Agreement may be terminated by Corporation upon

(a) the death of Consultant; or

(b) Consultant breaching any term of this Agreement.

1.6 Termination by Consultant. This Agreement may be terminated by Consultant upon Consultant giving Corporation ninety (90) days notice of Consultant's intent to terminate this Agreement.

1.7 Compensation. During the term of this Agreement, Corporation shall pay Consultant One Thousand and no/100 Dollars ($1,000.00) per month. Such amount during the term of this Agreement shall be paid on or before the tenth (10^{th}) day of the month following the month in which the Services were provided.

1.8 Confidential Information and Trade Secrets. Consultant recognizes that the nature of his engagement by Corporation is such that he will have access to and that there will be disclosed to him during the course of his engagement, proprietary systems, policies and procedures unique to Corporation and other similar information (collectively, "**Confidential Information**"), which is of a confidential nature and all of which has great value to Corporation and is a substantial basis and foundation upon which Corporation's business is predicated. Consultant acknowledges that except for his engagement and the duties assigned to him which he will be fulfilling, that he would not otherwise have access to the Confidential Information. Consultant agrees that any and all such confidential knowledge or information which he may obtain in the course of his engagement by Corporation, and which would otherwise not be available, will be held in confidence by him and that he will conceal the same from any and all other persons, including, but not limited to, competitors of Corporation, and that he will not impart any such knowledge acquired by him as a Consultant to Corporation to anyone whomsoever either during his engagement or after his engagement by Corporation has terminated, except to the extent (i) such disclosure is required by law, (ii) such information is otherwise made public by Corporation, or (iii) such information is available from other sources. Consultant agrees that upon termination of this Agreement he will immediately surrender and turn over to Corporation all books, records, forms, data and all papers in writing and any form, including computer files and data, relating to the business of Corporation and all other property belonging to Corporation, it being understood and agreed that the same are the sole property of Corporation and that Consultant will not make any copies thereof. For purposes of this Section, the term "Corporation" shall include Corporation and any of its subsidiaries or affiliates.

1.9 Policies and Procedures. Corporation may, from time to time, adopt certain Policies and Procedures that shall govern the operation of Corporation and its business. Consultant agrees to comply with such Policies and Procedures to the same extent as other employees, independent contractors and shareholders of Corporation are required to comply.

1.10 Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement.

1.11 Binding Effect. The respective rights and obligations of Corporation and Consultant under this Agreement shall inure to the benefit of and shall be binding upon Corporation and the respective successors and assigns of Corporation. This Agreement shall not be assignable by Consultant. As used herein, the terms "successors" and "assigns" shall include any corporation or corporations which acquire all or substantially all of the assets and business of Corporation, whether by purchase, merger, consolidation or otherwise.

1.12 Entire Agreement. This Agreement contains the entire agreement of the parties and may not be waived, changed, modified, extended or discharged orally, but only by written agreement.

1.13 Amendments. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.

1.14 Waiver. The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed to operate as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.

1.15 Notices. All notices shall be deemed received on the day personally delivered, or on the second day after mailing, certified or registered, return receipt requested, to the addresses reflected on the signature page, or to such other addresses as the parties shall respectively by notice designate.

1.16 Headings. All article, section or paragraph titles or captions in this Agreement are for convenience only and are not deemed part of the content of this Agreement.

1.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.

1.18 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state of Oklahoma.

[Signatures on Next Page]

Executed as of the date first above written.

"CORPORATION" Allied Health Care Corporation

By: _____
Stan Carter, Manager

"CONSULTANT" _____
Ron Kaplan

1457695v3.FISHERE

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is entered into on this 15th day of October, 2012 ("**Effective Date**"), by and between ALLIED HEALTH CARE CORPORATION, an Florida corporation ("**Corporation**"), and CAROL BRAFMAN, an individual ("**Consultant**"), with reference to the following circumstances:

RECITALS:

A. WHEREAS, Corporation desires to retain the services of Consultant and Consultant desires to make her services available to Corporation upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above recital, the mutual conditions contained herein and the benefits to be derived from the mutual observance of the provisions of this Agreement, the parties intending to be legally bound hereby agree as follows:

1.1 Consulting Services. Corporation hereby appoints, engages and retains Consultant as a consultant with respect to the matters set forth in Section 1.2 hereof and Consultant hereby accepts such engagement and retention as a consultant to Corporation.

1.2 Duties of Consultant. Consultant shall be engaged to serve as the "Vice-President" of Corporation. In this role, Consultant shall be available to assist and advise Corporation and its subsidiaries with respect to the marketing and sales of home health care services and related services (the "**Services**") offered by Corporation, and other such services as requested from time to time by the Chief Executive Officer of Corporation. Such services shall be provided at such times as may be agreed upon from time to time between Corporation and Consultant.

1.3 Independent Contractor. Notwithstanding Consultant's title as "Vice-President" as provided herein, Consultant shall have no corporate, management or operational authority that someone in the position of Vice-President might otherwise have in such a role. Consultant acknowledges that her relationship with Corporation does not constitute an employment relationship and is only an independent contractor relationship. Corporation shall not control and direct Consultant with respect to the details and means by which Consultant performs the services and will only be concerned with the results obtained by Consultant. Corporation will not withhold on behalf of Consultant any sums for income tax, unemployment insurance, social security or any other items, and all such payments and withholdings are the sole responsibility of Consultant. Corporation will report all gross payments made under this Agreement on a Form 1099 with the Internal Revenue Service and will supply Contractor with a copy of such Form 1099 after it has been filed with the Internal Revenue Service. Furthermore, Consultant shall indemnify and hold Corporation harmless from any and all losses, cost, expense or liability arising with respect to such items and/or the failure to withhold such items.

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(b) Consultant breaching any term of this Agreement.

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1.9 Policies and Procedures. Corporation may, from time to time, adopt certain Policies and Procedures that shall govern the operation of Corporation and its business. Consultant agrees to comply with such Policies and Procedures to the same extent as other employees, independent contractors and shareholders of Corporation are

required to comply.

1.10 Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provision of this Agreement.

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[Signatures on Next Page]

Executed as of the date first above written.

"CORPORATION" Allied Health Care Corporation

By: _____
Stan Carter, Manager

"CONSULTANT"

_____
Carol Brafman

1457695v3.FISHERE

Schedule 3.1

Organization and Standing

The Company owns 100% of the issued and outstanding shares of Private Duty Services, Inc., a Florida corporation ("Subsidiary #3"). Subsidiary #3 is an inactive corporation and does not conduct any business.

Schedule 3.2(b)

Equityholders' Ownership

See Attachment to Schedule 3.2(b).

ALLIED HEALTH CARE CORPORATION
STOCKHOLDER INFORMATION
SEPTEMBER 30, 2012

Stockholder	Shares Owned
Brafman, Carol S.	483,500
Kaplan, Ronald L.	483,500
Becker, Mathis L., M.D.	40,000
Mathis L. Becker Rollover IRA	
Carr, Matthew L, M.D.	40,000
Lebow, Leonard S., M.D.	40,000
Sandler, Richard S., M.D.	40,000
Mark as "Personal"	
Shapiro, Joanne	40,000
Weber, Donald, M.D.	40,000
Hershey, Beverly	18,000
Brafman, Lesile R.	10,000
Fair, Rosemarie	10,000
Silverman, Gloria	10,000
Winkelman, Arnold C., M.D.	5,500
Felt, Judy	5,000
Pisclonere, Dominick	5,000
Silletto, Edie	5,000
	1,275,500

Schedule 3.7

Exceptions to Ownership of Assets

The following are liens for which UCC financing statements have been filed:

UCC Financing Statement No.	**Filing Date**	**Debtor**	**Secured Party**	**Lien Filed**
200901043689	8/17/2009	Allied Health Care Corp. and Broward Home Care, Inc.	Floridian Community Bank	Secured Transaction Registry, FL Secretary of State
200809606494	12/1/2008	Broward Home Care, Inc.	US Bancorp	Secured Transaction Registry, FL Secretary of State
200809606508	12/1/2008	Allied Home Care, Inc.	US Bancorp	Secured Transaction Registry, FL Secretary of State

Schedule 3.9(a)

Employee Benefits

None.

Schedule 3.9(b)

Health or other Welfare Benefits

None.

Schedule 3.9(d)

Common Control Exceptions

None.

Schedule 3.9(e)

Multiemployer Plan

None.

Schedule 3.9(f)

Retired Employee Benefit Plan Contributions

See Attachment to Schedule 3.9(f).

Allied Health Care Corporation
Bonus Payable
October 15, 2012

Employee Name	Amount
Gregory V. Koscs	25,000.00
Gloria Silverman	25,000.00
Patricia Shadoin	25,000.00
	75,000.00