
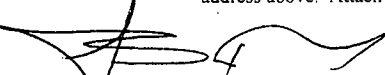


<b>UNITED STATES BANKRUPTCY COURT</b> Southern District of New York		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>INSIGHT HEALTH CORP.</b>		Case Number: <b>10-16568</b>
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Sierra Liquidity Fund, LLC - Assignee &amp; Att-In-Fact for Restaurants on the Run - Assignor</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>Sierra Liquidity Fund, LLC 2699 White Road - Suite 255 Irvine, CA 92614</b>		Court Claim Number: _____ (If known)
Telephone number: <b>(949) 660-1144</b>		Filed on: _____
Name and address where payment should be sent (if different from above): _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone number: _____		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed:        \$ <u>434.87</u>		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		
2. Basis for Claim: Goods received by Debtor within 90 days before the commencement of the Chapter 11 Case - <i>Delivered 12/2/10</i> (See instruction # 2 & entitled to administrative expense priority pursuant to Section 503(b)(9) of the Bankruptcy Code)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
3. Last four digits of any number by which creditor identifies debtor: _____ <i>12/7/10</i>		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____ Annual Interest Rate _____ %  Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____  Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)  DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.  If the documents are not available, please explain:		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(1-9). <b>503(b)(9)</b> Amount entitled to priority: \$ <u>357.43</u>
Date: <u>01/20/2011</u>		<b>FOR COURT USE ONLY</b> insight  00047
Signature:  The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the address above. Attach copy of power of attorney, if any.  J.S. Riley - President		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

# Transfer of Claim

## INSIGHT HEALTH SERVICES HOLDINGS CORP., *et al.*

This agreement (the "Agreement") is entered into between Restaurants on the Run, Inc. ("Assignor") and Sierra Liquidity Fund, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum of the current amount outstanding in U.S. Dollars on the Assignor's trade claim (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor, including the right to amounts owed under any executory contract and any respective cure amount related to the potential assumption and cure of such a contract (the "Claim"), against Insight Health Services Holdings Corp., *et al.* (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court, Southern District of New York, in the current amount of not less than \$ 434.87 (SA) [insert the amount due, which shall be defined as "the Claim Amount"], and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, cure payments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim, right to litigate, receive litigation proceeds and any and all voting rights related to the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest.
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. To the extent necessary, Assignor grants to Assignee a Power of Attorney whereby the Assignee is authorized at Assignee's own expense to defend against all avoidance actions, preferential payment suits, and fraudulent conveyance actions for the benefit of the Assignor and the Assignee; however Assignee has no obligation to defend against such actions. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. Assignee will assume all of the recovery risk in terms of the amount paid on the Claim, if any, at emergence from bankruptcy or liquidation. Assignee does not assume any of the risk relating to the amount of the claim attested to by the Assignor. In the event that the Claim is disallowed, reduced, subordinated or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement until the date of repayment. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee or James S. Riley as its true and lawful attorney, as the true and lawful agent and special attorneys-in-fact of the Assignor with respect to the Claim, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), and authorizes Assignee or James S. Riley to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim, litigate for any damages, omissions or other related to this claim, vote in any proceedings, or any other actions that may enhance recovery or protect the interests of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights there under. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any

action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to take such reasonable further action, as may be necessary or desirable to effect the Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents. The Power of Attorney shall include without limitation, (1) the right to vote, inspect books and records, (2) the right to execute on behalf of Assignor, all assignments, certificates, documents and instruments that may be required for the purpose of transferring the Claim owned by the Assignor, (3) the right to deliver cash, securities and other instruments distributed on account of the Claim, together with all accompanying evidences of transfer and authenticity to, or upon the order of, the Assignee; and (4) the right after the date of this Agreement to receive all benefits and cash distributions, endorse checks payable to the Assignor and otherwise exercise all rights of beneficial ownership of the Claim. The Purchaser shall not be required to post a bond of any nature in connection with this power of attorney.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time, including the provision to the Assignee of all necessary supporting documentation evidencing the validity of the Assignor's claim. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

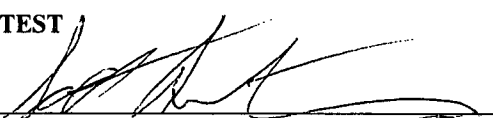
12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Assignee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

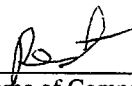
**You must include invoices, purchase orders, and/or proofs of delivery that relate to the claim.**

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 4 day of June, 2011.

ATTEST  
By   
Signature  
Scott H. Armstrong CFO  
[Print Name and Title]  
949 951 2500  
Phone Number

Sierra Liquidity Fund, LLC et al.  
2699 White Rd. Ste 255, Irvine, CA 92614  
949-660-1144 x 10 or 22; fax: 949-660-0632  
[saugust@sierrafunds.com](mailto:saugust@sierrafunds.com)

  
Name of Company  
Street Address **RESTAURANTS ON THE RUN, INC.**  
**27432 Aliso Creek Rd Ste. 200**  
**Aliso Viejo, CA 92656**  
City, State & Zip  
(949) 951-7220 Fax Number  
bhosner@rotc.com Email  
sarmstrong@rotc.com  
Agreed and Acknowledged,  
Sierra Liquidity Fund, LLC  
12/27/2010

# Restaurants On The Run

27432 Aliso Creek Road  
Suite 200  
Aliso Viejo, Ca 92656  
(949) 951-2500

**Please note our new address above.**

Bill To:

INSIGHT MOUNTAIN DIAGNOSTICS  
Wayne Wilson  
800 Shadow Lane  
Las Vegas Nv 89106

Delivered for:

INSIGHT MOUNTAIN  
DIAGNOSTICS MEDICAL  
REPS

Karen Martin

*This order was delivered and set-up for:*

*Dr. Asafo*

*1815 E. Lake Mead*

*204*

*N. Las Vegas Nv 89030*

*(702) 595-8479*

*Cost Center:*

Invoice #	Delivery Date	P.O. Number	Terms
<b>1899249</b>	<b>12/2/2010</b>		<b>Due upon Receipt</b>

**FROM Restaurants On The Run**

3	Sierra Mist (12oz)	(\$1.25 each)	3.75		
3	Pepsi (12oz)	(\$1.25 each)	3.75	Restaurant Total	<b>110.00</b>
2	Diet Pepsi (12oz)	(\$1.25 each)	2.50	House Items Total	<b>21.90</b>
2	Aquafina Water (20oz)	(\$1.75 each)	3.50	Delivery Fee	<b>14.99</b>
11	Plates	(\$0.15 each)	1.65	Sales Tax	<b>13.68</b>
11	Utensils & Napkins	(\$0.25 each)	2.75	Mobile Server Gratuity(15%)	<b>22.03</b>
1	Plastic Serving Utensil Pk (3)		4.00	Total	<b>182.60</b>
				<i>Charge Amount</i>	<b>182.60</b>

**FROM Luciano Pizzeria - Las Vegas**

1	Fett Alfredo W/ Chicken(tray)		45.00
1	Spaghetti W/ Meatballs (tray)		40.00
1	Insalata Dell Casa (tray)		25.00

Number of people served : 8

**\*\*\*\* Individual Totals \*\*\*\***

Other: 123.21

Other: 59.39

# Restaurants On The Run

27432 Aliso Creek Road  
 Suite 200  
 Aliso Viejo, Ca 92656  
 (949) 951-2500

**Please note our new address above.**

**Bill To:**

INSIGHT MOUNTAIN DIAGNOSTICS  
 Wayne Wilson  
 800 Shadow Lane  
 Las Vegas Nv 89106

**Delivered for:**

INSIGHT MOUNTAIN  
 DIAGNOSTICS MEDICAL  
 REPS

Karen Martin

*This order was delivered and set-up for:*

*Dr. Welch  
 1950 E. Desert Inn Rd  
 Las Vegas Nv 89169  
 (702) 595-8479  
 Cost Center:*

Invoice #	Delivery Date	P.O. Number	Terms
1900270	12/3/2010		Due upon Receipt

**FROM Restaurants On The Run**

1 Instore Dec Instore Coupon -\$10off 10.00

**FROM Edible Arrangements - Lv**

1 Blooming Daisies 59.00

Number of people serverd : 1

Restaurant Total	59.00
House Items Total	0.00
Delivery Fee	14.99
Coupons	10.00
Sales Tax	5.96
Mobile Server Gratuity(15%)	9.60
<b>Total</b>	<b>79.55</b>

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*Charge Amount* **79.55**

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# Restaurants On The Run

27432 Aliso Creek Road  
Suite 200  
Aliso Viejo, Ca 92656  
(949) 951-2500

**Please note our new address above.**

Bill To:

INSIGHT MOUNTAIN DIAGNOSTICS  
Wayne Wilson  
800 Shadow Lane  
Las Vegas Nv 89106

Delivered for:

INSIGHT MOUNTAIN  
DIAGNOSTICS MEDICAL  
REPS

Karen Martin

*This order was delivered and set-up for:*

*Dr. Mirchou  
865 North Eastern Ave  
Las Vegas Nv 89101  
(702) 595-8479  
Cost Center:*

Invoice #	Delivery Date	P.O. Number	Terms
<b>1901866</b>	<b>12/7/2010</b>		<b>Due upon Receipt</b>

**FROM Restaurants On The Run**

4	Sierra Mist (12oz)	(\$1.25 each)	5.00		
3	Pepsi (12oz)	(\$1.25 each)	3.75	Restaurant Total	<b>110.00</b>
2	Diet Pepsi (12oz)	(\$1.25 each)	2.50	House Items Total	<b>23.95</b>
2	Aquafina Water (20oz)	(\$1.75 each)	3.50	Delivery Fee	<b>14.99</b>
13	Utensils & Napkins	(\$0.25 each)	3.25	Discount	<b>10.00</b>
13	Plates	(\$0.15 each)	1.95	Sales Tax	<b>12.94</b>
1	Plastic Serving Utensil Pk (3)		4.00	Mobile Server Gratuity(15%)	<b>20.84</b>
1	Pcc Delivery Discount		10.00	Total	<b>172.72</b>
	<i>(10.00)</i>			<i>Charge Amount</i>	<b>172.72</b>

**FROM Luciano Pizzeria - Las Vegas**

1	Spaghetti W/ Meat Sauce (tray)		35.00		
1	Fett Alfredo W/ Chicken(tray)		45.00		
1	Caesar Salad (tray)		25.00		
10	Bread (per Pc.)	(\$0.50 each)	5.00		

Number of people serverd : 10

**\*\*\*\* Individual Totals \*\*\*\***

Other: 140.55  
Other: 32.17