

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM
WWR# 8975951

Name of Debtor:

Insight Health Corp

Case Number:

10-16564

NOTE: This form should not be used to make a claim for administrative expenses 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.

Name of Creditor (the person or other entity to whom Debtor owes money or property):

CITICORP VENDOR FINANCE

Name and addresses where notices should be sent:

WELTMAN, WEINBERG & REIS, CO.
175 S. THIRD ST., SUITE 900
COLUMBUS, OHIO 43215
Telephone number:
(614) 228-7272 (WWR)

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

CIT TECHNOLOGY FINANCING SERVICES, INC.
10201 CENTURION PKWY N. #100
JACKSONVILLE, FL 32256
Telephone number:
(904) 620-7635

RECEIVED

JAN 27 2011

BMC GROUP

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.

Check this box if you are the debtor or trustee in this case.

1. Amount Of Claim At Time Case Filed: \$ 2,720.60

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.

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.

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.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950*) 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).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

2. Basis for Claim: OTHER: MISCELLANEOUS LEASED EQUIPMENT

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 0-000

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

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: Real Estate Motor Vehicle 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: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or 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 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:

Date:
January 14, 2011

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 notice address above. Attach copy of power of attorney, if any.

For Court Use Only

insight



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Weltman, Weinberg & Reis Co., L.P.A.
175 South Third Street, #900
Columbus, Ohio 43215 (614) 228-7272

Attorney for Creditor

/s/Geoffrey J. Peters, Esq.

Lease Number: XXX-XXXXXX0-000
Lease Name: Insight Health Corp
PG:
Time on Books: 2978
Number of Leases: 1

Gross Contract Amount	22,642.80		
Booked Residual	\$2,708.47		
Payments Made	\$23,030.88		
Remaining Payments	\$2,320.39		
Plus Use Taxes	162.43	Tax Percent	7.00%
Plus Late Fees			
Plus Insurance Fees			
Plus APS/NSF/DOC Fees			
Plus Property Taxes	\$237.78		
Plus Other Fees			
PrePaid Maintenance			
Placement Balance	\$ 2,720.60		



Minolta Business Solutions

S.M.A.R.T. SOLUTION

Minolta Business Solutions A Subsidiary of Minolta Corporation



EQUIPMENT DESCRIPTION	SERIAL NUMBER	MONTHLY MINIMUM RENTAL*	MONTHLY COPY ALLOWANCE	EXCESS COPY CHARGE*	UNIT #
1. 4 X Di 450 NEW		\$ 5785. ⁰⁰	85,000 COPIES	0095 PER COPY	
2. 4 X Di 351F NEW		\$ INC	INC COPIES	INC PER COPY	
3. 1 X Di 351F NEW		\$ INC	INC COPIES	INC PER COPY	
4. 1 X CF 910 (NOT SUBJECT TO MAINTENANCE)		\$ INC			
INITIAL TERM OF AGREEMENT: 60 MONTHS		SECURITY DEPOSIT: *plus applicable tax \$ 0			

TERMS AND CONDITIONS

The words YOU and YOUR mean the User of the Equipment. The words WE, US, and OUR refer to the Owner of the Equipment.

1. RENTAL AGREEMENT ("AGREEMENT"): We agree to rent to you and you agree to rent from us the equipment listed above ("Equipment"). You promise to pay us the Monthly Minimum Rental Payment ("MMR") in accordance with the terms below plus the Excess Copy Charge ("ECC") on copies in excess of the Monthly Copy Allowance ("MCA").

2. TERM AND RENT: The Agreement shall commence on the day that any of the Equipment is delivered to you ("The Commencement Date"). The installments of rent shall be payable in arrears, in the amounts and for the initial term provided above, commencing 29 days after the Commencement Date, with subsequent payments due on the same day of each successive month thereafter until the balance of the rent is paid in full.

3. USE, MAINTENANCE, REPAIR, AND WARRANTIES: We agree to provide Equipment maintenance, during normal business hours and to provide inspections, adjustments, parts replacements, drums, developer, toner and cleaning material required for the proper operation of the Equipment as determined by us.

THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE MADE A PART HEREOF

If this information differs for each machine, please attach schedule.

Equipment Location Street City State Zip

Customer Contact (949) 930-5660

Fax No. Purchase Order No. If Sales Tax Exempt, a valid tax exempt certificate must accompany this Agreement.

INSIGHT HEALTH SERVICES HOLDINGS CORP.

FULL LEGAL NAME OF USER 4400 MACARTHUR BLVD., SUITE 800

BILLING ADDRESS NEWPORT BEACH, CA 92660 CITY STATE ZIP

PHONE NO. 949, 476-0733 DATE 9/26/02

BY X P. BLANK AUTHORIZED SIGNER TITLE CIO/EVP

PRINT NAME PATRICIA R. BLANK

GUARANTY

To induce us to enter into the within Agreement, the undersigned, jointly and severally, if more than one, unconditionally guarantees to us the prompt payment when due of all of your obligations to us under the Agreement, including without limitation every rental installment, the accelerated balance of rents, administrative charges, collection charges and interest.

X WITNESS SIGNATURE DATE

X GUARANTOR SIGNATURE INDIVIDUALLY

PRINT NAME DATE

PRINT NAME DATE

LEASE ORIGINAL

FORM 49REV-M-1



ASSIGNMENT OF LEASE

LESSEE: Insight Health Services Holdings Corp

LEASE NUMBER: 7305809

DATE OF LEASE: 9/26/02

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, transfers, and sets over unto Citicorp Vendor Finance Inc. (CitiCapital) its successors and assigns all right title and interest in and to the lease agreement identified above between the undersigned as Lessor and the above name Lessee pursuant to the Lease Assignment Master Agreement dated October 25, 1988, between the undersigned and CitiCapital.

Lessor: MINOLTA BUSINESS SOLUTIONS

By: [Signature]

TITLE: _____

DATE: 10-31-02