

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM
WWR# 8975949

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)

RECEIVED
JAN 27 2011
BMC GROUP

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

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: \$ 223.21

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: 4-000

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



00059

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-XXXXXX4-000
Lease Name: Insight Health Corp
PG:
Time on Books: 1940
Number of Leases: 1

Gross Contract Amount	2,318.04		
Booked Residual	\$278.35		
Payments Made	\$2,446.82		
Remaining Payments	\$149.57		
Plus Use Taxes	14.58	Tax Percent	9.75%
Plus Late Fees	\$6.44		
Plus Insurance Fees			
Plus APS/NSF/DOC Fees			
Plus Property Taxes	\$52.62		
Plus Other Fees			
PrePaid Maintenance			
Placement Balance	\$ 223.21		

SUPPLIER



KONICA MINOLTA

Salesperson H Shoak

Phone ()

AGREEMENT NO

200154498

TERM AND RENT

INITIAL TERM 36 MONTHS

MONTHLY RENTAL PAYMENT \$ 6439

PLUS APPLICABLE TAXES

If Sales Tax Exempt, a valid tax exempt certificate must accompany this Agreement

ADVANCE PAYMENT \$ 0 PLUS APPLICABLE TAXES

(TO BE APPLIED AS SECURITY DEPOSIT UNLESS OTHERWISE STATED)

OTHER (CHECK MUST ACCOMPANY LEASE)

EQUIPMENT

DESCRIPTION	QUANTITY	MODEL NO	EQUIPMENT
<u>Fax</u>	<u>1</u>	<u>3900</u>	

EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE

3521 Investment Blvd Hayward, Ca 94545

TERMS AND CONDITIONS

The words YOU and YOUR mean the Lessee. The words WE, US, and OUR refer to the Lessor indicated on reverse

1 RENTAL ("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 rental payment according to the payment schedule shown above. The parties intend this Agreement to be a Finance Lease under Article 2A of the Uniform Commercial Code

2 TERM AND LEASE The initial term 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 advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full Lessee obligation to pay the rent and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever If any payment hereunder is not made by you when due, you shall be charged a late fee of ten percent (10%) of the amount of such payment, plus interest on such amount at the rate of 1 15% per month from the due date until the date paid but as to each of the foregoing, in no event more than the maximum rate permitted by law

(continued on reverse)

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

IMPORTANT INFORMATION ABOUT THE PATRIOT ACT EFFECTIVE OCTOBER 1, 2003

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you when you open an account or establish a relationship, we will ask for your name, street address, date of birth, and identification number, such as a social security number or taxpayer identification number For businesses, we will ask for the business name, street address and tax identification number Federal law requires us to obtain this information We may also ask to see your driver's license or other identifying documents that will allow us to identify you We appreciate your cooperation

SOLE PROPRIETORSHIP DATE OF BIRTH

NAME SS#

ADDRESS

CORPORATION/PARTNERSHIP TAX ID#

GUARANTY

To induce Lessor to enter into the within Rental Agreement, the undersigned (jointly and severally, if more than one) unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the lease including without limitation every rental installment, the accelerated balance of rents, administrative charges, collection charges and interest Lessor shall not be required to proceed against Lessee or Equipment or to enforce any of its other remedies before proceeding against the undersigned The undersigned agrees to pay all reasonable attorney's fees, court costs and other expenses incurred by Lessor by reason of any default by Lessee The undersigned waives notice of acceptance hereof and all the other notices or demands of any kind to which the undersigned may be entitled except demand for payment The undersigned consents to any extensions of time or modification of amount of payment granted to Lessee and the release and/or compromise of any obligations of Lessee or any other obligors and/or guarantors without in any way releasing the undersigned's obligations hereunder This is a continuing Guaranty and shall not be discharged or affected by your administrators, representatives, successors and assigns Guarantor waives any right of subrogation, indemnity, reimbursement and contribution by Lessee This Guaranty shall continue to be effective or reinstated as applicable if at any time payment of any part of the obligations under the Lease Agreement is rescinded or otherwise required to be returned by Lessor upon the insolvency, bankruptcy or reorganization of Lessee or upon the appointment of a receiver, trustee or similar officer for Lessee or its assets, as if such payment to Lessor had not been made, regardless of whether Lessor corrected the order requiring the return of such payment This Guaranty may be enforced by or for the benefit of any assignee or successor of Lessor Nothing shall discharge or satisfy the undersigned's liability except the full performance and payment of all the Lessee's obligations to Lessor with interest THE UNDERSIGNED CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF ANY LEASE, GUARANTY, SETTLEMENT AGREEMENT, PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH LESSOR THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST THE LESSEE AND/OR GUARANTORS MAY BE FILED IN NEW JERSEY AND THAT LESSEE AND/OR ANY OF THE GUARANTORS MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY Lessee and all Guarantors agree that service of process by certified mail return receipt requested shall be deemed the equivalent of personal service in any such action Any legal action concerning this Agreement shall be governed by and construed according to the laws of the State of New Jersey

X WITNESS SIGNATURE DATE

PRINT NAME

X GUARANTOR SIGNATURE INDIVIDUALLY

PRINT NAME DATE

LESSEE

Insight Health Corp
LESSEE (FULL LEGAL NAME)

26250 Enterprise Court Suite 100
BILLING ADDRESS

Lake Forest Ca 92630
CITY STATE ZIP

PHONE NO (949) 282-6000 DATED 7/29/01

THIS AGREEMENT IS NOT CANCELABLE

BY X Michael J. Sepe VRET
AUTHORIZED SIGNATURE TITLE

PRINT NAME Michael J. Sepe

TERMS AND CONDITIONS

3 NO WARRANTIES We are renting the Equipment to you "AS IS" WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT We transfer to you for the term of this Agreement any warranties made by manufacturer or supplier to us NEITHER SUPPLIER NOR ANY AGENT OF SUPPLIER IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR MODIFY ANY TERM OR CONDITION OF THIS AGREEMENT

4 OWNERSHIP, REDELIVERY AND RENEWAL We are the owner of the Equipment and have title to the Equipment To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom In states where permissible, you hereby authorize us to cause this Agreement or any statement or other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and refiled and re-recorded and grant us the right to execute your name thereto You agree to execute and deliver any statement or instrument requested by us for such purpose You agree to pay or reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement You hereby waive any and all rights and remedies granted you by section 2A 508 through 2A-522 of the Uniform Commercial Code On or before ninety (90) days prior to the expiration of the initial term this Agreement you shall give us written notice of your intention to either return the Equipment to us or purchase the Equipment, as provided below Provided you have given such timely notice, you shall return the Equipment, freight and insurance prepaid, to us in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by us or remit the purchase option If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, or fail to remit the purchase option, this Agreement shall renew for additional terms of ninety (90) days each at a periodic rent equal to 100% of the rent provided herein

5 OPTION TO PURCHASE We hereby grant to you, provided you are not in default hereunder, the option to purchase, "AS IS, WHERE IS" without express or implied warranties, all (not part) of the Equipment at the expiration of the term of this Agreement for its then in-place, in-use fair market value plus all applicable taxes

6 MAINTENANCE, RISK OF LOSS AND INSURANCE You are responsible for installing and keeping the Equipment in good working order Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind If the Equipment is damaged or lost, you agree to continue to pay rent You agree during the term of this Agreement, to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy You agree to provide us certificates or other evidence of insurance Should you fail to provide such insurance, you agree that we may obtain such insurance, and charge you therefore

7 INDEMNITY We are not responsible for any losses or injuries caused by the installation or use of the Equipment You agree to reimburse us for and to defend us against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment

8 TAXES AND FEES You agree to pay when due or reimburse us for all taxes, fees, fines and penalties relating to use or ownership of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency

EQUIPMENT LOCATED IN VARIOUS STATES is subject to sales tax laws which require that tax be paid up front If you choose to pay this tax up front, you may include, with your security deposit, your check for the current percent of tax applied to the cost of Equipment If you do not include payment up front, you authorize us to advance the tax and increase your monthly payment by an amount equal to the current tax percentage applied to the monthly rental shown above

9 LOCATION OF EQUIPMENT You will keep and use the Equipment only at your address shown above You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it You agree that the Equipment will be used for business purposes only

10 DEFAULT AND REMEDIES If you (a) fail to pay rent or any other payment hereunder when due, or (b) fail to perform any of the other terms, covenants or conditions of this Agreement after ten (10) days written notice, or (c) become insolvent or make an assignment for the benefit of creditors or file a petition under bankruptcy code or one is filed against you, or (d) a receiver, trustee, conservator or liquidator is appointed with or without your consent, you shall be in default under the Agreement and, we may, to the extent permitted by applicable law, exercise any one or more of the following remedies, (i) declare due, sue for and receive from you the sum of all rental payments and other amounts then due and owing under this Agreement or any schedule thereto, plus the present value of (x) the sum of the rental payments for the unexpired term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and (y) the anticipated value of the Equipment at the end of the initial term or applicable renewal term of the Agreement (but in no event less than 15% of the original cost of the Equipment) discounted at the rate of 6% per annum and upon recovery of the same in full, the Equipment shall become your property, (ii) to similarly accelerate the balances due under any other agreements between you and us, (iii) to take immediate possession of the Equipment, and to lease or sell it or any portion thereof, upon such terms as we may elect, and to apply the net proceeds, less reasonable selling and administrative expenses, on account of your obligations hereunder, (iv) require you to return all Equipment at your expense to a place reasonably designated by us, (v) to charge you for all the expenses incurred in connection with the enforcement of any of our remedies including all costs of collection, reasonable attorney's fees and court costs Lessee shall also be liable for the pre- and post-judgement attorney's fees and costs incurred by Lessor after a judgement has been entered against Lessee by any court

All our remedies are cumulative, are in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately Exercise of any one remedy shall not be deemed an election of such remedy or to preclude the exercise of any other remedy No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement A waiver of default shall not be construed as a waiver of any other or subsequent default We shall retain the sum set forth above as a security deposit for your performance of your obligations hereunder Upon lawful termination of this Agreement, provided you are not in default, the Security Deposit shall be returned to you No interest shall be paid upon said Security Deposit In the event of default we may apply said Security Deposit to cure any default

11 ASSIGNMENT YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE THE EQUIPMENT We may sell, assign or transfer this Agreement, without notice You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder

12 CONSENT TO JURISDICTION AND GOVERNING LAW YOU CONSENT TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF NEW JERSEY WITH RESPECT TO ANY ACTION ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU MAY BE FILED IN NEW JERSEY AND THAT YOU MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION HEREUNDER You agree that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action However, nothing in this paragraph shall be construed to limit the jurisdictions in which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY

13 CUSTOMER PO You agree that any Purchase Order issued to us covering the rental of this Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of this Agreement

14 ENTIRE AGREEMENT You agree that we may insert or correct missing information on this Agreement including your legal name and the Equipment's description, serial number and location, otherwise, this Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the parties

ACCEPTED BY
KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. LESSOR
[Signature]
BY _____ TITLE _____ DATE _____



ASSIGNMENT OF LEASE

LESSEE: Insight Health Corp

LEASE NUMBER: 200154492

DATE OF LEASE: 8/18/05

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, transfers and sets over unto Citicorp Vendor Finance, Inc. ("CVF") 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 named Lessee pursuant to the Lease Assignment Master Agreement dated October 25, 1988, between the undersigned and CVF fka Copelco Capital, Inc.

LESSOR: KONICA MINOLTA BUSINESS SOLUTIONS
U.S.A., INC. formerly known as
MINOLTA BUSINESS SOLUTIONS, INC.

By: [Signature]

TITLE: _____

DATE: _____