

**UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK**

**PROOF OF CLAIM**  
WWR# 8975917

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: \$ 459.39

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: 7-000

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

**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-XXXXXX7-000  
Lease Name: Insight Health Corp  
PG:  
Time on Books: 2978  
Number of Leases: 1

<b>Gross Contract Amount</b>	23,861.40		
Booked Residual	\$2,854.26		
Payments Made	\$26,645.23		
<b>Remaining Payments</b>	\$70.43		
Plus Use Taxes	6.16	Tax Percent	8.75%
Plus Late Fees			
Plus Insurance Fees			
Plus APS/NSF/DOC Fees			
Plus Property Taxes	\$382.80		
Plus Other Fees			
PrePaid Maintenance			
<b>Placement Balance</b>	\$ 459.39		



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. <sup>00</sup>	85,000 COPIES	0095 PER COPY	
2. 4 X Di 351F NEW		\$ INC	INC COPIES	INC PER COPY	
3. 1 X Di 251F 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"). You authorize us to insert in this Agreement serial numbers of Equipment when we so determine them.

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 all rent and any additional rent or expenses chargeable under this Agreement shall have been paid in full. Your 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. This Agreement is NON-CANCELABLE. If the initial term of this Agreement (as described above) is greater than twenty four (24) months, we reserve the right to increase the MMR by an amount equal to one percent (1%) for each 12 month period commencing at month 25 and continuing for each 12 month period thereafter until the end of the initial term of this Agreement.

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. Paper, staples and/or other copying substances must be separately purchased by you from us or other suppliers at the then current prices. You agree to pay us our then published rates for any repairs requested by you to be performed outside our normal business hours or caused by your negligence. (continued on reverse)

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 ANDREA MONTANO

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 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. We shall not be required to proceed against you or the 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 us by reason of any default by you. The undersigned waives notice of acceptance hereof and all 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 you and the release and/or compromise of any obligations of you 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 satisfied by your administrators, representatives, successors and assigns. This Guaranty may be enforced by or for the benefit of any assignee or successor of us. Nothing shall discharge or satisfy the undersigned's liability except the full performance and payment of all your obligations to us, 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 AGREEMENT, GUARANTY, SETTLEMENT, PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH US. THIS MEANS THAT ANY LEGAL ACTION FILED AGAINST YOU AND/OR GUARANTORS MAY BE FILED IN NEW JERSEY AND THAT YOU AND/OR ANY OF THE GUARANTORS MAY BE REQUIRED TO DEFEND AND LITIGATE ANY SUCH ACTION IN NEW JERSEY. You 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 \_\_\_\_\_ DATE \_\_\_\_\_ X \_\_\_\_\_ INDIVIDUALLY

WITNESS SIGNATURE \_\_\_\_\_ GUARANTOR SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_ PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_

LEASE ORIGINAL

FORM 49REV-M-1

citicapital

ASSIGNMENT OF LEASE

LESSEE: Insight Health Services Holdings Corp

LEASE NUMBER: 3605422

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

A member of Citicorp