

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM
WWR# 8975908

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: \$ 2,026.49

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: 6-000

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

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.



00066

Lease Number: XXX-XXXXXX6-000
Lease Name: Insight Health Corp
PG:
Time on Books: 2752
Number of Leases: 1

Gross Contract Amount	\$14,688.00	
Booked Residual	\$2,026.49	
Payments Made	\$14,688.00	
Remaining Payments	\$2,026.49	
Plus Use Taxes		Tax Percent
Plus Late Fees		
Plus Insurance Fees		
Plus APS/NSF/DOC Fees		
Plus Property Taxes		
Plus Other Fees		
PrePaid Maintenance		
Placement Balance	\$ 2,026.49	



Minolta Business Solutions

S.M.A.R.T. SOLUTION

Minolta Business Solutions A Subsidiary of Minolta Corporation

ACCOUNT # 3773020

Table with columns: EQUIPMENT DESCRIPTION, SERIAL NUMBER, MONTHLY MINIMUM RENTAL*, MONTHLY COPY ALLOWANCE, EXCESS COPY CHARGE*, UNIT #. Includes handwritten entries for equipment 1: Di 470 Copier, \$740.50, 35,000 COPIES, .0095 PER COPY.

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").
2. TERM AND RENT: The Agreement shall commence on the day that any of the Equipment is delivered to you ("The Commencement Date").
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.

If this information differs for each machine, please attach schedule.
Insight Health 6855 Noble Ave.
Equipment Location Street
Van Nuys, Ca. 91405
City State Zip
Karen Morris
Customer Contact
Fax No. Purchase Order No.
If Sales Tax Exempt, a valid tax exempt certificate must accompany this Agreement.

Insight Health Services Corporation
FULL LEGAL NAME OF USER
26250 Enterprise Court, #100
BILLING ADDRESS
Lake Forest, Ca. 92630
CITY STATE ZIP
PHONE NO. 949 282-6000 DATE
BY X P. R. BLANK 9/29/03 C.I.O.
AUTHORIZED SIGNER TITLE
PRINT NAME PRICILIA 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

TERMS AND CONDITIONS

3. USE MAINTENANCE, REPAIR AND WARRANTIES (CONT.): or operation of the Equipment not in accordance with accepted procedures established by the manufacturer or us. You agree to provide suitable space and electrical services for the operation of the Equipment as recommended by the manufacturer or us. All meter calculations are based on actual usage. Single sided 8.5 x 11 or 8.5 x 14 images are counted as 1 copy. Duplexed 8.5 x 11 or 8.5 x 14 images are counted as 2 copies. Single sided 11 x 17 images are counted as 2 copies and duplexed 11 x 17 images are counted as 4 copies. All parts replaced or installed in the Equipment remain our property. Except for the above maintenance obligation, 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 all warranties, if any, made by the manufacturer. We are not liable to you for any modification or decision of manufacturer warranties. You agree to continue making payments to us under this Agreement regardless of any claims you may have against the manufacturer.

4. OWNERSHIP, REDELIVERY AND RENEWAL: We are the Owner of the Equipment and have title to the Equipment. In states where permissible, you hereby authorize us, at your expense, 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 Statement, to be filed or recorded and re-filed 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, and agree to pay and reimburse us for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement. The parties intend this Agreement to be a Finance Lease under Article 2A of the Uniform Commercial Code. You hereby waive any and all rights to 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 of this Agreement, you shall give us written notice of your intention to return the equipment to us. 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. If you fail to so notify us, or having notified us, you fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of ninety (90) days at a periodic rent equal to 100% of the rent provided herein.

5. RISK OF LOSS AND INSURANCE: You are responsible for providing an installation site which conforms to the manufacturer's published space, electrical and environmental requirements, and allowing us access to the Equipment for purposes of maintenance and monitoring meter readings. 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 loss, naming us as loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an insured on the policy. You agree to provide certificates or other evidence of insurance. If you do not, you agree that we have the right but not the obligation to obtain such insurance, in which event you agree to pay us for all costs thereof.

6. INDEMNITY: We are not responsible for any losses or injuries caused by the installation, removal, or use of the Equipment. You agree to reimburse us for and to defend us against any claims for losses or injuries caused by the Equipment.

7. 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 agency.

EQUIPMENT LOCATED IN CERTAIN 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 advance payment, your check for the current percent of tax applied to the cost of the Equipment. If you do not include it up front, then you hereby 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.

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

9. 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 the 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 this 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 due and owing under this Agreement or any schedule thereto, plus the sum of the MMR payments for the unexpired term of this Agreement or any schedule hereto discounted at the rate of 6% per annum and demand return of the Equipment in accordance with Section 4 hereof; (ii) to similarly accelerate the balances due under any other agreements between us; (iii) to take immediate possession of the Equipment; (iv) charge you interest on all monies due us from and after the date of default at the rate of one and one third percent (1-1/3%) per month until paid but in no event more than the maximum rate permitted by law; (v) require you to return all Equipment at your expense to a place reasonably designated by us; (vi) 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 attorney's fees and costs incurred by Lessor after a judgement has been entered against Lessee by any court.(vii) apply any security deposit held by us to reduce any amounts you owe us.

Whenever any payment is not made by you when due hereunder, you agree to pay us not later than one month thereafter, as an administrative charge to offset our collection expenses, an amount calculated at the rate of ten cents per one dollar for each such delayed payment, or \$15.00, whichever is higher, but only to the extent permitted by law. Such an amount shall be payable in addition to all amounts payable by you as a result of the exercise of any of the remedies provided herein.

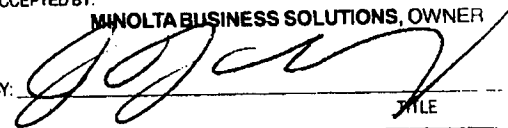
All our remedies are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy, or to preclude the exercise of any other remedy. 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.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN THIS AGREEMENT OR SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER THE EQUIPMENT. WE MAY SELL, ASSIGN OR TRANSFER THIS AGREEMENT. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights 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, transfer or assignment, we agree to remain responsible for our obligations hereunder.

11. CONSENT TO JURISDICTION AND GOVERNING LAW: YOU AND ALL GUARANTORS CONSENT 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 AGREEMENT, PROMISSORY NOTE OR OTHER ACCOMMODATION OR AGREEMENT WITH US. THIS MEANS THAT ANY ACTION FILED AGAINST YOU AND/OR ANY 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. However, nothing in this paragraph shall be construed to limit the jurisdictions of which suit may be filed by any party to this Agreement or the means of obtaining service of process in any such suit. **ANY LEGAL ACTION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE TRIAL BY JURY IN ANY ACTION HEREUNDER.**

12. CUSTOMER P.O.: 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 and conditions of this Agreement.

13. SECURITY DEPOSIT: Any security deposit in non-interest bearing. Provided it has not been applied in accordance with paragraph 9, we shall return any security deposit to you at the termination of this Agreement.

ACCEPTED BY:
MINOLTA BUSINESS SOLUTIONS, OWNER
BY:  TITLE DATE