

United States Bankruptcy Court
Southern District of New York

PROOF OF CLAIM

REC'D SEP 15 2003

In re (Name of Debtor)

Jump Net Inc

Case Number 03 13107
Chapter Number 11
Judges Initials _____

FILED

U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK
ALLEGIANCE TELECOM, INC

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. **03-13057 (RRD)**

Name of Creditor

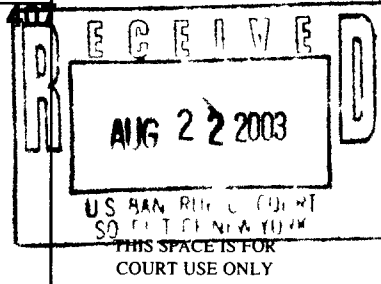
(The person or entity to whom the debtor owes money or property)

Linc Receivables 1999 Corporation

Check 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 box if you have never received any notices from the bankruptcy court in case.

Check box if the address differs from the address on the envelope sent to you by the court.



Name and Addresses Where Notices Should be Sent

US Bank Portfolio Services Servicing Agent
Attn: Corporate Attorney
1310 Madrid Street Suite 100
Marshall MN 56258

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR 310099

Check here if this claim replace a previously filed claim dated _____
 amends a previously filed claim dated _____

1 BASIS FOR CLAIM

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Lease Equipment Lease (attached)
- Other (Describe briefly)

Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Wages salaries and compensations (Fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ to _____
(date) (date)

DATE DEBT WAS INCURRED 11 5 99

3 IF COURT JUDGMENT DATE OBTAINED

4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured. It is possible for part of a claim to be in one category and part in another.

CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM

SECURED CLAIM \$ 42 186 86

Attach evidence of perfection of security interest

Brief Description of Collateral

- Real Estate Motor Vehicle Other (Describe briefly)

Amount of arrearage and other charges included in secured claim above if any \$ _____

UNSECURED NONPRIORITY CLAIM \$ _____

A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim

UNSECURED PRIORITY CLAIM \$ _____

Specify the Priority of the claim

- Wages salaries or commissions (up to \$4000) earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(3)
- Contributions to an employee benefit plan U.S.C. § 507(a)(4)
- Up to \$1 800 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6)
- Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7)
- Taxes or penalties of governmental units 11 U.S.C. § 507(a)(7)
- Other—Specify applicable paragraph of 11 U.S.C. § 507 (a) _____

5 TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

\$ _____ (Unsecured) \$ 42 186 86 (Secured) \$ _____ (Priority) \$ 42 186 86 (Total)

Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim claimant has deducted all amounts that claimant owes to debtor.

7 SUPPORTING DOCUMENTS Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interests. If the documents are not available explain. If the documents are voluminous attach a summary.

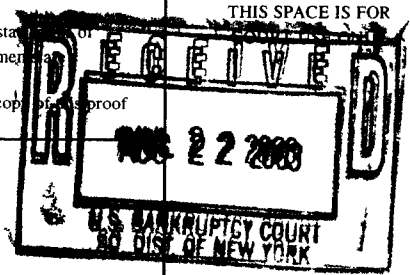
8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim enclose a stamped self-addressed envelope and copy of this proof of claim.

Date _____ Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

8/15/03

[Signature]

John D. Docken Senior Vice President for US Bank
Agent in Fact for Portfolio Services/Successor Servicer for Linc Receivables 1999 Corporation



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

Alliance Claim



00431

LINC CAPITAL

LEASE

370123 / 1
Lease Number

Equipment

Quan	Model	Description and Serial No
Reference Supplier's Invoice # _____		
Equipment Location 7218 McNeil Drive Ste 301		City Austin State, Zip TX 78729
Equipment Contact Kenneth A Smith		Phone 512-257-4700

Lease Terms

Term (in months)	No of Payments	Monthly Rental	Tax	Total Rent Payment	Advance Rental	Purchase Option
60	60	\$1 805 50	\$148 95	\$1 954 45	\$3 908 90	\$1 00 Out

Lessee (Billing Information)

Billing Contact	Kenneth A Smith		
Address	7218 McNeil Drive Ste 301		
City	Austin		
State	TX	Zip	78729
County	Williamson		
Phone#	512-257-4700	Fax #	

Supplier

Name	Various - See Attached		
Address			
City			
State		Zip	
Sales Rep			
Phone #		Fax #	

Terms and Conditions of Lease (See reverse side of Lease for additional Terms and Conditions)

- 1 Lease Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described above
- 2 Term and Rent Lessee agrees to pay to Lessor the monthly rental shown above for the number of months shown as the term Rental payments are due monthly beginning on the date Lessee accepts the equipment and the same day of each month thereafter until all monthly rental payments have been paid in full Any Advance Rentals will be used for the first rental payment at the discretion of Lessor and any balance will be held by Lessor (without interest) as security for Lessee's obligations under this Lease Advance Rentals will not be refunded if this Lease does not commence due to any act or omission of Lessee All rental payments will be paid at Lessor's office shown on Lessor's invoice

This Lease will not be binding on Lessor until it is accepted below
 This Lease is non-cancelable and cannot be changed except in writing signed by Lessor and Lessee

Lessor

LINC CAPITAL

By _____
 Title _____
 Date 11-29-99

Lessee (Print Full Legal Name)

Jump Net, Inc
 By X *Kenneth A Smith*
 By (Print Name) Kenneth A Smith
 Title President
 Date 11-5-99

RECEIVED
 AUG 22 2003
 U.S. BANKRUPTCY COURT
 SO. DIST. OF NEW YORK

RECEIVED
 AUG 22 2003
 U.S. BANKRUPTCY COURT
 SO. DIST. OF NEW YORK

- 3 Late Charge** If any payment is more than five days late, Lessee agrees to pay each month, a late charge of 5% of that payment, with a minimum of \$15 00 and a maximum of \$100 00, as liquidated damages to cover Lessor's costs
- 4 Acceptance** Lessee agrees to deliver to Lessor a written statement signed by Lessee accepting the equipment as satisfactory for this Lease Lessee authorizes Lessor to insert in this Lease the serial numbers and other identification data of the equipment when made available to Lessor Lessee authorizes Lessor to insert in the Lease or written acceptance statement all applicable dates and titles of signators
- 5 Agency** Lessee agrees that no salesman or representative of the manufacturer or supplier is acting on behalf of Lessor
- 6 Disclaimer of Warranty** Lessor makes NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT and Lessor is leasing the equipment to Lessee "AS IS" Lessee agrees not to make any claim for any reason against Lessor for consequential damages Lessee acknowledges that it has been advised that it may have rights against the supplier of the equipment and that it should contact the supplier for a description of any such rights Lessor assigns to Lessee any warranty received by Lessor in connection with the equipment
- 7 Noncancelable Lease** This Lease cannot be cancelled and Lessee agrees that all payment obligations are unconditional
- 8 Ownership of Equipment** Lessor is the owner of the equipment and Lessee agrees to keep the equipment clear of all liens or claims
- 9 Location and Use of Equipment** Lessee agrees to use the equipment only for business purposes and to keep the equipment at the address shown above (unless it is portable) Lessee agrees not to change the location of the equipment without the advance written consent of Lessor At the end of the lease term (or any renewal term), Lessee agrees, at its expense, to return the equipment to the location specified by Lessor in the same condition it was delivered except for ordinary wear and tear
- 10 Maintenance of Equipment** Lessee is responsible, at its expense for installing and keeping the equipment in good working order If any of the equipment is damaged, lost or does not work satisfactorily for any reason, Lessee agrees to continue to pay all monthly rentals Any insurance proceeds received by Lessor will be held by Lessor as additional Advance Rentals
- 11 Indemnity** Lessor is not responsible for any losses or injuries caused by the installation or use of the equipment Lessee agrees to reimburse Lessor for and defend Lessor against any claims including negligence and strict liability, whenever made for losses or injuries caused by the equipment
- 12 Taxes and Fees** Lessee agrees to pay when due all taxes, filing fees, interest, and penalties relating to this Lease and the equipment If Lessor makes any of these payments, Lessee agrees to reimburse Lessor on demand and pay Lessor a service charge of \$15 Lessee also agrees to pay the Lessor at the beginning of this Lease a one-time documentation fee of up to \$500 00
- 13 Insurance** Lessee agrees to keep the equipment fully insured against loss until this Lease is paid in full with any loss payable to Lessor Lessee also agrees to obtain a liability insurance policy from an insurance company that is acceptable to Lessor and to include Lessor as an insured on the policy Before this Lease begins, Lessee agrees to provide Lessor with satisfactory evidence of the required insurance If Lessee fails to obtain any of the required insurance within thirty (30) days after the commencement of the Lease Lessee shall pay Lessor, as liquidated damages, an additional amount equal to 1 5% of each monthly rent payment until insurance is provided Lessee continues to bear risk of loss to Equipment whether or not insurance is in force
- 14 Default and remedies** If Lessee fails to pay any monthly rental when due or fails to comply with any requirement of this Lease, Lessee will be in default and Lessor can require that Lessee pay the remaining balance of this Lease and return the equipment to Lessor Lessee agrees that Lessor is not required to repossess the equipment and if the equipment is not returned to Lessor Lessee agrees to pay to Lessor the value of the equipment as of the date of Lessee's default Lessor can also use any of the remedies available under the Uniform Commercial Code or any other law Lessee agrees to pay all costs of Lessor required for the enforcement of this Lease including attorney's fees and the cost of the repossession of the equipment Any legal action relating to this Lease shall be brought in the State of Illinois and Lessee consents to personal jurisdiction therein and expressly waives any right to trial by jury
- 15 Assignment** LESSEE AGREES IT HAS NO RIGHT TO SELL, TRANSFER ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE WITHOUT THE ADVANCE WRITTEN CONSENT OF LESSOR Lessor may sell, assign or transfer this Lease or the equipment and Lessee agrees if that occurs, the new owner will have all the rights and benefits that Lessor has but will not have to perform any of Lessor's obligations Lessee also agrees that the rights of the new owner will not be subject to any claims, defenses or setoffs that Lessee may have against Lessor or Supplier
- 16 Renewal and Purchase Option** Unless the equipment has been returned to the Lessor by the expiration date this Lease will be automatically renewed on a month-to-month basis at the end of the original term for the same monthly rent payment Lessee can terminate this automatic renewal by sending written notice to Lessor at least 90 days before the end of any renewal term If it is indicated above that Lessee has been given a purchase option and if Lessee is not in default under this Lease, Lessee may purchase the equipment at the end of the lease term for the stated price plus applicable taxes
- 17 Miscellaneous** Lessee agrees that this Lease is the entire agreement with Lessor and cannot be changed except in writing signed by Lessor and Lessee Lessee agrees that any delay or failure by Lessor to enforce its rights under this Lease does not prevent Lessor from enforcing any rights at a later time Lessee agrees that Lessor can sign any UCC financing statement as attorney in fact for Lessee This Lease is binding upon the successors and assigns of Lessor and Lessee and is to be interpreted under Illinois law If more than one Lessee has signed this lease, the liability of each Lessee is joint and several

LINC CAPITAL

ADDENDUM TO LEASE # 370183 1

LESSEE. Jump Net, Inc

Jump Net, Inc
7218 McNeil Drive Ste 301
Austin, TX 78729

"Various Vendors"

VENDOR INFORMATION & EQUIPMENT DESCRIPTION

(Supplier 1) Graybar Electric Company, Inc (512) 454-0301
P O Box 840458
Dallas, TX 75284

(Equip1) Reference Supplier's Invoice #

(Supplier 2) Ingram Micro
P O Box 841381
Dallas TX 75284-1381

(Equip 2) Reference Supplier's Invoice #

LESSOR

Linc Capital

By *[Signature]*

Date 11-18-99

LESSEE

Jump Net Inc

By *[Signature]* President
Name/title

Date 11-5-99

LINC CAPITAL

CERTIFICATE OF ACCEPTANCE

Lease # 3701231

To LINC CAPITAL INC

Lessee acknowledges that all of the equipment covered by the above-referenced Lease has been furnished, that delivery and installation have been fully completed as required, and that the equipment is accepted as satisfactory in all respects by Lessee

Lessee authorizes you to pay for the equipment and acknowledges that you are relying upon this executed Certificate of Acceptance to pay for the equipment

Lessee Jump Net, Inc

Title President

By X Kenneth A Smith
(Signature) Kenneth A Smith

Date _____

GUARANTY

Lease # _____

Required of a Closely Held Corporation

The undersigned, jointly and severally, unconditionally guarantee to LINC Capital, Inc ("Lessor") the full and prompt performance when due of all of the Lessee's obligations to Lessor under the above-referenced Lease and any other lease agreements between Lessor and Lessee whenever they are entered into. Lessor shall not be obligated to proceed against Lessee or the equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agree to pay all attorney's fees and other expenses incurred by Lessor as a result of the default of the Lessee or the undersigned. The undersigned waive notice of any default by the Lessee and all other notices of any kind to which the undersigned may be entitled. The undersigned consent to any modification of the obligations of Lessee without in any way releasing the undersigned from its obligations under this Guaranty. This is a continuing guaranty and shall not be discharged or affected by the death of the undersigned, shall bind the heirs, administrators, representative, successors and assigns of the undersigned and may be enforced by any assignee of Lessor. This Guaranty shall be governed by the laws of the State of Illinois. The undersigned agree that any action relating to this Guaranty shall be brought in the county where Lessor's home office is located.

Guarantor _____

Signature _____

Home Address _____

City, State, Zip _____

United States Bankruptcy Court
Local Court Monitoring Agreement
Electronic Bankruptcy Noticing Agreement

(To initiate electronic bankruptcy noticing via fax or Internet e-mail with PDF attachment)

Company or Law Firm Name of Subscriber M & T Mortgage Corp
OR Individual Name of Subscriber _____

District of New York - South

The court is requested to transmit bankruptcy notices electronically through the Bankruptcy Noticing Center (BNC) pursuant to Federal Rule of Bankruptcy Procedure 9036

This Agreement is provided by the U S Bankruptcy Court and may not be altered or changed in any manner. If you, or your company, wish to receive bankruptcy notices from this court electronically instead of through the US mail, please complete this Agreement indicating one of the electronic methods offered and return it to the Bankruptcy Court Clerk's Office - attention EBN Coordinator

For Additional Information EBN web page www.EBNuscourts.com and toll free help line 1-877-837-3424

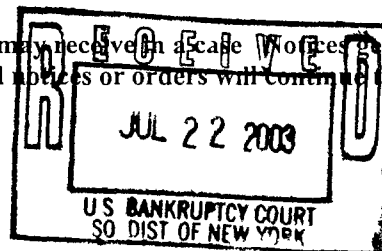
How the Program Works

Redundant Mode Entities that complete and return this form to the clerk's office EBN Coordinator will have EBN service initiated through the court's BNC in approximately two weeks. If you choose the Internet e-mail with a copy of the notice attached in Adobe Portable Document Format (PDF) format method, your e-mail system must return a Delivery Status Notification (DSN) receipt upon notice delivery. For a list of known DSN e-mail providers and a link to download the required free PDF viewer software from Adobe Systems, visit the EBN web page at <http://www.EBNuscourts.com>. The BNC will initially conduct a test to confirm that your e-mail account will return the required DSN receipt or that the fax number is working. During the first 30 days of EBN service, the BNC will send the notice electronically as well as mail the paper copy to allow you to confirm the process is working properly. Whether fax or e-mail, upon expiration of the 30 day redundant mode (redundant mode begins from the date the BNC sets up your service, not the date of your first EBN notice) all future notices processed by the BNC for this court will only be sent electronically without further notice.

Name Matching The BNC software will attempt to match the name and address provided on this form to the address included in the court's notice instructions. In most cases, the addresses in the court's computer files are provided by the debtor. The BNC software will attempt to match the name (without punctuation) and address and send the notice electronically. If the recipient name and address in the court's notice instructions do not match the name and address on this form, the BNC will mail the notice. If applicable, submit additional names and addresses that debtors designate for you or your company to the court EBN Coordinator. **You must notify the court EBN Coordinator should your e-mail, fax, or names and addresses used for electronic noticing change.**

In Case of Error The BNC maintains a record confirming delivery of the electronic notice. If the BNC is unable to confirm receipt of the delivery for any reason, the notice will be printed and mailed the following day. The BNC will not retransmit notices. Should electronic noticing delivery to you be unsuccessful three consecutive times, the service will be terminated without further notice and only mailed copies will be sent. Please contact the court EBN Coordinator or the BNC to resolve the issue and have electronic noticing service reinstated. Either party may terminate this Agreement without cause by giving the other party written notice.

NOTE The BNC does not process all the notices you may receive. Notices generated by trustees, attorneys, debtors, and some court-generated notices or orders will continue to be mailed to the address of record at the court.



CHOOSE ONE METHOD
Internet E-Mail with PDF Attachment

Notices are delivered to addresses based on the court's case records, please enter subscriber name and address EXACTLY as it appears on current notices. The following information will only be used to set up your account for the name and address matching process. You may attach additional names and addresses (spelling variations) for which you receive bankruptcy notices.

Firm/Company -OR- Individual Name	M & T Mortgage Corp	E-Mail Address to Receive Notices	
Address Line 1	One Fountain Plaza, 6 th floor	E-mail options (Check one) <input checked="" type="checkbox"/> e mail with 1 attachment containing up to 2 mb or approximately 25 notices (default) <input type="checkbox"/> e mail with multiple attachments up to 25 (1 notice per attachment) <input type="checkbox"/> individual e mail message and attachment for each notice	
Address Line 2			
Address Line 3			
City, State	Buffalo, NY	Voice Phone Number	716-848-7851
Zip (Zip +4 Required)	14203-1420	To find your 9 digit zip, go to www.usps.com/nscs/lookups/lookups.htm	
<p><i>(For a company/corporation)</i> Under penalty of perjury, I the undersigned affirm that I am an authorized officer of the above named company or corporation and I am duly authorized to enter into this agreement on behalf of the named company or corporation, and I affirm that bankruptcy notices for the above named entity, and any attached company names (spelling variations) and addresses, should legally be directed to the named company. I understand that no legal relationship is created between the entity receiving bankruptcy notices herein and the BNC by this election or submission of this form and that neither the BNC nor the court bears any liability for errors resulting from the information submitted herein or as future amendments, modifications or substitutions for this information on behalf of this entity.</p> <p>Name <u>Diana Robinson</u> Signature <u>[Handwritten Signature]</u> Date <u>8/20/2003</u></p>		<p><i>(For an individual or trustee)</i> Under penalty of perjury, I affirm that bankruptcy notices for my name and addresses provided above, and any attached spelling variations, should legally be directed to my e-mail address above. I understand that no legal relationship is created between the entity receiving bankruptcy notices herein and the BNC by this election or submission of this form and that neither the BNC nor the court bears any liability for errors resulting from the information submitted herein or as future amendments, modifications or substitutions for this information on behalf of this entity.</p> <p>Signature _____ Date _____</p>	
Corporate Officer Title <u>Assistant Vice President</u> (If applicable)			

For the Court _____ District _____ Date _____

Clerk's office must route to BNC for implementation
(5/7/00)

ELECTRONIC BANKRUPTCY NOTICING
Evidence of Authority Form
Related Names

This form must be completed as an attachment to the Electronic Noticing Agreement whenever electronic notices from a US Bankruptcy Court are addressed to a related company i.e. parent or subsidiary company of the subscriber company or individual attorneys of a subscriber law firm and the notices are to be delivered to a single electronic mail account or fax number

Please be advised that M&T Mortgage Corp (subscriber company name/subscriber law firm name) owns, or is a subsidiary of, the following specifically named related companies and/or brand names, or is a law firm subscriber, and that the subscriber is duly authorized to receive, electronic versions of all notices as described in the Electronic Noticing Agreement which are addressed to such related company names or individual attorneys of the subscriber law firm

This Agreement is provided by the U S Bankruptcy Court and may not be altered or changed in any manner **Subscriber must present this form for approval to each bankruptcy clerk's office with which it has an Electronic Noticing Agreement** Any combination of names and addresses submitted below will be used to match against the recipient list for a particular notice and thereby be identified for electronic transmission The BNC may contact you for an electronic name and address list if 10 or more names and addresses are attached

Related Names (If necessary, attach additional names and address)

M&T Mortgage
M&T Bank

M and T ~~Bank~~ Mortgage
Allfirst Bank

Related Addresses (Zip + 4 required)

PO Box 1288
Buffalo, NY 14240 1288

6701 Curtis Court
Mail Stop 122920 Curtis Ct
Glen Burnie MD 21060-6406

Under penalty of perjury, I the undersigned affirm I am an authorized officer of the above named subscriber company, corporation or law firm and I am duly authorized to enter into this electronic noticing agreement on behalf of the named subscriber company, corporation or law firm and all related names provided for by this agreement, and I affirm that bankruptcy notices for the related names and addresses provided above should be directed to the named subscriber I understand I am solely responsible for the accuracy of the name and address information provided and that neither the U S Courts nor the Bankruptcy Noticing Center (BNC) will be held responsible for any loss, damage or inconvenience caused as a result of any inaccuracy or error in the provided information I understand that no legal relationship is created between the entity to receive bankruptcy notices herein and the BNC or the court by this election or submission of this form I understand I have a duty to inform each bankruptcy clerk's office should the subscriber no longer be the legal recipient of the bankruptcy notices for any of the related names or addresses submitted above

By Subscriber (company/law firm name) M & T Mortgage Corp.

Name (print) Diana Robinson Signature Diana Robinson

Date 8/20/2003

Title Assistant Vice President Phone 716-848-9851

For the Court _____ District _____ Date _____

Clerk's Office must route to the BNC for implementation

(3/31/00)