

NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

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Philip R. Adams, Jr.

February 8, 2008

Via Overnight Mail

Chief Clerk
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RECEIVED
2008 FEB 11 AM 9:38
T.R.A. DOCKET ROOM

RE: Docket No. 08-00008
Application of Everycall Communications, Inc. d/b/a Local USA d/b/a
All American Home Phone for Certificate to Provide Competing Local
Telecommunications Services in Tennessee

Dear Sir or Madam:

Please find enclosed an original and thirteen (13) copies of the responses to Staff's data requests issued January 25, 2008. The responses are set forth as follows:

- 1) Q: Will Everycall Communications, Inc. provide white page directory listings and directory assistance, provide access to 911 and E911 Services, provide free blocking for 900/976 type services in accordance with Tennessee Regulatory Authority policy, provide consumer accesss for and support to the telecommunications relay services center in the same manner as incumbent local exchange telephone companies, provide LifeLine and Link-Up Services to qualifying citizens of this state, and provide educations discounts existing on June 6, 1995 pursuant to Tennessee Regulatory Authority Rule 1220-4-8-04?
- 1) A: Yes.
- 2) Q: Provide a sworn statement from an authorized representative of the company indicating that all applicable state and federal laws and Tennessee Regulatory Authority rules will be adhered to.
- 2) A: Please find attached as Exhibit A.

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- 3) Q: The financial information provided was current through December 2006. Provide more current financial information.
- 3) A: Please see Exhibit B attached.
- 4) Q: Provide complete details on other sources of funding for Tennessee operations, including local commitments, letters of credit, etc.
- 4) A: Please find attached as Exhibit C evidence of the \$120,000 line of credit issued by Regions Bank on behalf of Everycall.
- 5) Q: The application submitted by Everycall Communications, Inc. indicated d/b/as of Local USA and All American Home Phone. The Letter of Credit provided by Everycall Communications, Inc. did not include those d/b/as. Provide an amended Letter of Credit reflecting those d/b/as.
- 5) A: The Company is working with Regions Bank to amend the Letter of Credit to include the d/b/as, and will forward as soon as it is available.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,



Becky Heggelund

Enclosures

Exhibit A

AFFIDAVIT

State of Louisiana

County of JEFFERSON

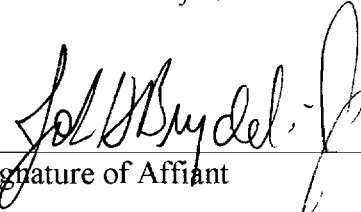
John Brydels, Jr., Affiant, being duly sworn according to law deposes and says that:

Affiant is the Chief Financial Officer of Everycall Communications, Inc. d/b/a Local USA, d/b/a All American Home Phone.

That Affiant is authorized to and does make this affidavit for said corporation;

That Affiant acknowledges that Everycall Communications, Inc. d/b/a Local USA, d/b/a All American Home Phone will adhere to all applicable State and Federal laws and Tennessee Regulatory Authority rules.

That the facts set forth above are true and correct to the best of Affiant's knowledge, information and belief, and Affiant expects said entity to be able to prove same at any hearing thereof.



Signature of Affiant

Sworn and subscribed before me this 14 day of FEBRUARY, 2008.
Month Year



Signature of official administering oath

My Commission expires AT DEATH

LEON L. NOWALSKY
Notary Public, State of Louisiana
My Commission is issued for life.
Notary Number: 4339

Exhibit B

9:57 AM

01/29/08

Cash Basis

EveryCall Communications, Inc.

Balance Sheet

As of December 31, 2007

	Dec 31, 07
ASSETS	
Current Assets	
Checking/Savings	
Local USA - Checking	-22,183.39
All American - Checking	10,413.78
Regions Bank - Petty Cash	605.28
Merrill Lynch - Brydels	318.36
CD #7419050 - LPSC	50,973.96
Georgia - Escrow Account	20,192.17
Total Checking/Savings	60,320.16
Accounts Receivable	
Accounts Receivable	1,283.07
Total Accounts Receivable	1,283.07
Other Current Assets	
Payroll Asset	-7,700.00
Employee Advances	6,470.00
Due to/from Kyle Coats	4,890.00
Due to/from Brydels Marketing	5,120.00
Due from Louisiana Online	68,463.00
Deposits	990.00
Certificate of Deposit - TN	20,000.00
Total Other Current Assets	98,233.00
Total Current Assets	159,836.23
Fixed Assets	
Software	14,531.88
Machinery & Equipment	18,905.85
Accumulated Depreciation	-18,198.19
Furniture and Fixtures	5,167.03
Total Fixed Assets	20,406.57
Other Assets	
Prepaid Legal	1,361.63
Total Other Assets	1,361.63
TOTAL ASSETS	181,604.43
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Bad Debt	3,610.88
Due to/from Ten Sixteen Communi	-25.00
Payroll Liabilities	
LA Withholding	9.31
LA Unemployment	64.28
FUTA Payable	5.72
FICA - Employee	54.63
FICA - Company	54.63
Federal Withholding	12.00
Payroll Liabilities - Other	6,187.02
Total Payroll Liabilities	6,387.59
Sales and Excise Tax Payable	16,012.91
Total Other Current Liabilities	25,986.38
Total Current Liabilities	25,986.38

9:57 AM
01/29/08
Cash Basis

EveryCall Communications, Inc.
Balance Sheet
As of December 31, 2007

	Dec 31, 07
Long Term Liabilities	
Regions Bank - LOC	100,000.00
Due to/from John Brydels, Jr.	456,326.96
Total Long Term Liabilities	556,326.96
Total Liabilities	582,313.34
Equity	
Shareholder Equity	559,196.49
Capital Stock	3,000.00
Retained Earnings	-858,338.78
Net Income	-104,566.62
Total Equity	-400,708.91
TOTAL LIABILITIES & EQUITY	181,604.43

9:57 AM
01/29/08
Cash Basis

EveryCall Communications, Inc.
Profit & Loss
January through December 2007

	Jan - Dec 07
Ordinary Income/Expense	
Income	
Sales	1,690,771.32
Sales - CABS	44,610.98
Sales - All American Home Phone	179,530.81
Total Income	1,914,913.11
Cost of Goods Sold	
Cost of Goods Sold	1,280,245.82
Total COGS	1,280,245.82
Gross Profit	634,667.29
Expense	
Advertising and Promotion	33,188.69
Agent Commission - Local USA	7,030.47
Agent Commission - AAHP	25.50
Automobile Expense	115.48
Bank Service Charges	3,280.34
Billing	61,969.31
Collection Fees	72.53
Computer and Internet Expenses	30,154.81
Continuing Education	369.00
Contract Labor	3,550.00
Credit Card Fees	10,809.39
Credit Reports	380.36
Dues and Subscriptions	4,084.95
Equipment Rental	221.71
Fees	3,142.00
Insurance Expense	
Medical	40,420.52
Life & Std. Premium	374.72
Liability Insurance	385.97
Disability Insurance	900.24
Dental	2,838.00
Worker's Compensation	1,298.50
Total Insurance Expense	46,217.95
Interest Expense	1,927.59
Licenses and Permits	800.00
Miscellaneous Expense	1,073.67
Office Expense	12,027.51
Office Supplies	8,296.12
Payroll Expenses	
Salaries	102,244.36
Payroll Taxes	9,222.72
Commissions	2,100.00
Payroll Expenses - Other	55,190.13
Total Payroll Expenses	168,757.21
Penalties	25.00
Pest Control	310.00
Postage and Delivery	4,524.41
Printing and Reproduction	9,180.35
Professional Fees	
Auditor	2,500.00
Accounting	625.00
Legal Fees	81,247.92
Consulting	15,260.00
Professional Fees - Other	14,631.96
Total Professional Fees	114,264.88
Provisioning	2,326.28
Rent Expense	9,083.36

9:57 AM
01/29/08
Cash Basis

EveryCall Communications, Inc.
Profit & Loss
January through December 2007

	Jan - Dec 07
Repairs and Maintenance	
Computer Repairs	1,640.65
Repairs and Maintenance - Other	86.00
Total Repairs and Maintenance	1,726.65
Security	240.00
Taxes	
State	1,027.13
Taxes - Other	191,832.29
Total Taxes	192,859.42
Taxes - Property	401.69
Telemarketing	1,960.35
Telephone Expense	7,672.95
Travel & Ent	
Lodging	78.63
Travel	74.00
Entertainment	-1,610.00
Total Travel & Ent	-1,457.37
Utilities	
Water	224.72
Gas & Electric	3,564.00
Total Utilities	3,788.72
Total Expense	744,401.28
Net Ordinary Income	-109,733.99
Other Income/Expense	
Other Income	
Interest Income	5,167.37
Total Other Income	5,167.37
Net Other Income	5,167.37
Net Income	-104,566.62

Exhibit C



DOC64500004314034950005000000

REGIONS

BANK

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$120,000.00	10-22-2007	10-22-2008	04314034950005	1140	1403495	R3WP7	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing ***** has been omitted due to text length limitations.

Borrower: EVERYCALL COMMUNICATIONS INC (TIN:
72-1403495)
4315 BLUEBONNET BLVD
BATON ROUGE, LA 70809

Lender: REGIONS BANK
DOWNTOWN
339 FLORIDA STREET
BATON ROUGE, LA 70801

Principal Amount: \$120,000.00

Initial Rate: 7.750%

Date of Note: October 22, 2007

PROMISE TO PAY. EVERYCALL COMMUNICATIONS INC ("Borrower") promises to pay to the order of REGIONS BANK ("Lender"), in lawful money of the United States of America the sum of One Hundred Twenty Thousand & 00/100 Dollars (U.S. \$120,000.00) or such other or lesser amounts as may be reflected from time to time on Lender's books and records as evidencing the aggregate unpaid principal balance of loan advances made to Borrower on a revolving line of credit basis as provided herein, together with simple interest assessed on a variable rate basis at the rate per annum equal to the Index provided herein, as the Index under this Note may be adjusted from time to time, one or more times, with interest being assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on October 22, 2007 and continuing until this Note is paid in full.

LINE OF CREDIT. This Note evidences a revolving line of credit "master note". Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person currently is authorized to request advances and authorize payments under the revolving line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of his or her authority: JOHN H BRYDELS JR. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's deposit accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those acceptable to Lender; or (E) Lender in good faith believes itself insecure with regard to repayment of this Note or any other agreement between Lender and Borrower.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on October 22, 2008. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 22, 2007, with all subsequent interest payments to be due on the same day of each month after that until this Note is paid in full. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Regions Financial Corp. Commercial Base Rate - Daily (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 7.750% per annum. The interest rate to be applied to the unpaid principal balance during this Note will be at a rate equal to the Index, resulting in an initial rate of 7.750% per annum. Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: REGIONS BANK, DOWNTOWN, 339 FLORIDA STREET, BATON ROUGE, LA 70801.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid portion of the regularly scheduled payment. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

INTEREST AFTER DEFAULT. If Lender declares this Note to be in default, Lender has the right prospectively to adjust and fix the simple interest rate under this Note until this Note is paid in full, as follows: (A) If the original principal amount of this Note is \$250,000 or less, the fixed default interest rate shall be equal to eighteen (18%) percent per annum, or three (3%) percent per annum in excess of the interest rate under this Note, whichever is greater. (B) If the original principal amount of this Note is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum, or three (3%) percent per annum in excess of the interest rate under this Note at the time of default, whichever is greater.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor of this Note occur or exist.

Death or Interdiction. Should any guarantor of this Note die or be interdicted.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of this Note.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

ATTORNEYS' FEES; EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the loan.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

COLLATERAL. Borrower acknowledges this Note is secured by MORGAN KEEGAN ACCOUNT NUMBER 30155733 IN THE AMOUNT OF \$247506.77 FROM JOHN H. BRYDELS, JR. Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of or foreclose upon any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

REQUESTS FOR SPECIAL SERVICES. In general, there are no borrower-paid fees associated with the routine servicing of a loan or line of credit. Borrower, however, may occasionally find it necessary to request services for which there is a charge. The services that fall outside of routine servicing include, without limitation, providing the following documents upon request: amortization schedules, duplicate year-end statements, copies of loan documents or periodic statements, payment histories, and replacement coupon books. Borrower agrees to pay the fees imposed by Lender in connection with providing the requested services, as in effect from time to time. Borrower also agrees to pay facsimile or other fees imposed by Lender if these services are requested on an expedited basis. All such fees shall be fully earned and non-refundable, and shall be paid upon Lender's demand (provided, that Lender, in its discretion, may add the fees to the principal indebtedness due, and accrue interest thereon, and the same shall be due, if not sooner demanded by Lender, upon the maturity of the indebtedness without further demand). The fees shall not be deemed to be interest or charges for the use of money. If Borrower requests services or documents as part of Lender's procedures for resolving a billing error on a line of credit, Lender will not impose, or will reverse, the fee.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees,

administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS.

BORROWER:

EVERYCALL COMMUNICATIONS INC

By: COPY
JOHN H BRYDELS JR, CHAIRMAN OF THE BOARD
of EVERYCALL COMMUNICATIONS INC