

PROMISSORY NOTE

Principal amount: \$95,817.25

Date: April 17, 2009

This note replaces the note issued under the Settlement Agreement by and between Clara and Miles Miller, USCL Corp., and the Mador's dated February 7, 2008.

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of Clara Miller of 1545 Mission Blvd., Carmichael, California 95608 the sum of Ninety five thousand eight hundred seventeen dollars and 25 cents, together with interest thereon at the rate of 12.0% per annum on the unpaid balance on or before April 17, 2010. Interest shall accrue daily. There will be no penalty for payment in advance of the maturity date.

In the event this note shall be in default and placed for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of 2% of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder.

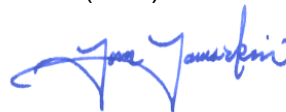
The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound until this note shall be fully paid and waive demand, presentment and protest and all notices hereto and further agree to remain bound notwithstanding any extension, modification, waiver, or other indulgence or discharge or release of any obligor hereunder or exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change in terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of California.

USCL Corporation:



Tom Tamarkin,
President & CEO

Tomer (Tom) Tamarkin



Tomer (Tom) Tamarkin
Carmichael, CA