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USCL Corporation  
Tom Tamarkin  
5545 El Camino Ave.  
Carmichael, CA 95608  
U.S.A.

December 15, 2015

**Per email with receipt certification and registered air mail**

Dear Tom,

Your letter of October 19, 2015, contains standpoints that diverge both from USCL's earlier positions in relations with me as well as from established business practices.

1. You have stated that the "hardcopy counterpart" of my letter of October 7, 2015 has been returned to me "unopened via post". Without having opened the envelope, you have no way of determining whether my letter was the only document contained therein.

The act of refusing a letter delivered by an authorized postal agent constitutes its receipt. My letter cannot be considered as non-existent in the ledgers of the USCL Corporation.

2. While shareholders have no liability for a corporate obligation, the USCL Corporation also has no confirmed authority to impose risks on their investments by inaction on shareholder proposals for alleviating any such obligations.
3. Your contention that no shareholder would be willing to support my claims in our common interest – you have stated "And none will pay you a penny." – is not verified by suitable documentation.
4. It is not correct that "at all times" during which I served as a director, "USCL planned to install and operate a beta site project in Ariel, Israel." Instead, only after I had returned to Germany on June 20, 2006, did you contact me for the first

time to request assistance in locating the Internet presence of the City of Ariel. I forwarded the appropriate website address to you. When we visited the mayor's office in November 2006, my conversation with the city's computer system administrator revealed that the advertised municipal smart network had essentially been limited to two small neighborhood water monitoring projects. I never concurred with your intention to install and operate a beta site project in the city. Ariel lacks a number of prerequisites for the expedient realization of a resource management venture that already prevail in various cities and communities in the United States and the European Union.

5. According to the California Secretary of State (<http://www.sos.ca.gov/business-programs/ucc/financing-statement/>), a form UCC-1 "is filed to perfect a security interest in named collateral and establishes priority in case of debtor default or bankruptcy." The UCC-1 statement of April 1, 2007, is therefore a lien equally and fully against the USCL Corporation and against you personally that includes all of your assets. It applies to the loan of \$60,000 I provided to USCL. Since the Corporation is in default owing to the fact that, in your words, it has "no prospects of obtaining cash", you are now solely liable for those funds that are due but not yet paid.

It is correct that my judgment is against the USCL Corporation based on loans of \$60,000, \$30,000, as well as other incidental expenses that amount to a total principal of \$120,090.20 according to the to the Stipulation for Judgment:

STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO  
Case No. 34-2010-00083815-CU-CL-GDS

This Stipulation was signed by you in confirmation on March 28, 2011. You thereby became directly liable in the absence of due payment by the USCL Corporation for the principal sum of \$60,000, which is 49.96 percent of the total principal of \$120,090.20. This liability has been subsequently increased by the proportionate costs of enforcement as well as by accumulated interest to the amount of \$106,963.29 per December 31, 2015.

This is by no means a "fully academic" matter. You are personally indebted to me. Your assertion to the contrary would imply that you had no intention of assuming the liability documented on the UCC-1 form on April 1, 2007, and by the Stipulation for Judgment signed by you on March 28, 2011, which would have constituted misrepresentation of your intentions on those dates for which no supportive evidence exists. It therefore follows that you remain fully liable today for the proportionate indebtedness.

The exact amounts due to me by the USCL Corporation (\$214,087.39) and by you personally (\$106,963.29) in further lieu of payment by USCL are given in the enclosed invoices of December 15, 2015, for payment to be made by December 31, 2015.

The assets expended for your trip to Israel in late 2012, described in your email of November 14, 2014, were funds that are due me per UCC-1 lien of April 1, 2007, drawn from all "assets owned by Tom D. Tamarkin including but not limited to cash".

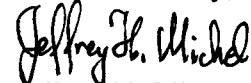
To assist in clarifying the precise total amount of funds due to me after the last installment payment was made by the USCL Corporation on March 1, 2012, kindly provide me a certified statement listing all of the following.

1. Your entire outlays including flight and ground transport costs, hotel, and other expenses incurred for your trip to Israel at the end of 2012.
2. Your entire outlays including flight and ground transport costs, hotel, and all other expenses incurred for all further trips undertaken by you from the Sacramento area after March 1, 2012.

In addition, kindly provide me with detailed records on the disposal or transfer of the sum of \$60,000 that I had rendered as the Secured Party documented on the UCC-1 form on April 1, 2007, including the names and full addresses of all recipients.

All information is to be provided promptly in verification of good will in satisfying my claims against the USCL Corporation and against you personally, to the extent that your liability is not immediately precluded by alternative full satisfaction of my claims.

Yours sincerely,



Jeffrey H. Michel