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Via Email electronic receipt return requested

Rev final 2.1

December 17, 2015

Mr. Jeffrey H. Michel
Sommerhuder Strabe 23
22769 Hamburg, Germany
Ref: Your letter dated December 15, 2015

Dear Jeffrey:

We are in receipt of your December 15, 2015 email.

1. To repeat and reaffirm, my last letter to you advised you of our position regarding the matter of us contacting USCL shareholders presenting your request that they pay monies to you. There is no change in our position nor will there be. The reasons were explained previously. Shareholders have no liability for a corporate obligation. No existing shareholders have been willing to advance any funds to USCL for ongoing business expenses including, but not limited, to patent maintenance fees, patent counsel, and monthly operating expenses. Certainly no one will pay you as I said before. I have had many shareholders ask for a formal statement of "cessation of business operations" or that we put the company in a bankruptcy proceeding so that they could "write off" their investment. I have and continue to be unwilling to do this. The proposal you put forth for us to contact all shareholders and suggest that they pay you money to retire an obligation they have no legal responsibility for is foolishness and simply is not going to happen. You have been advised that is not a serious, viable, proposal to settle your debt.

2. Once again you bring up Israel. May I remind you of our conversation in the car as we took Lynn Stein to the airport the day you attended the CEC meeting with Sima and me. Lynn and I discussed Dr. Sarah Darby and I mentioned the fact that we were working with Dr. Darby to do a beta project on the EMS-2020 system in Israel. We received her endorsement and agreement to work with an Israeli university such as Ariel University in her capacity at Oxford. We had her permission to translate her two published papers on real time energy feedback in Hebrew which we distributed to Ariel University, Israel Electric Company, the Ministry of Science & Energy and the Ministry of Telecommunications in personal meetings. This was a beta site to be conducted in

Israel for strategic reasons and the resultant work product from local universities had great commercial value to USCL given the resistance the company had in the U.S. regarding real time feedback and our EMS-2020 product. I have attached Dr. Darby's papers in Hebrew hereto. USCL took the initiative and had the Hebrew translations done at our expense in Israel. Sarah Darby Hebrew paper 1 at:

<http://www.usclcorp.com/news/Real%20Time%20Feedback-%20Dr.%20Sarah%20Darby%20-%20Hebrew-1.doc>

Sarah Darby Hebrew paper 2 at: http://www.usclcorp.com/news/DEFRA-report_final_270706%20-%20Hebrew%201%20.doc

Furthermore we had two of your papers translated into Hebrew at our expense with your permission and sign-off after your review. These were submitted to the same parties in Israel. These papers were posted on the old USCL Website Hebrew Section along with Dr. Darby's. We removed your papers from the website after receiving claims from you that we were using your papers and leveraging off your "reputation." I attach copies of your presentations USCL had translated into Hebrew with your full knowledge and assistance.

To say you had no knowledge of these facts is contrary to the record.

3. USCL presently has no cash and has not maintained a bank account for some time. The company has had no revenue and due to the judgments and lawsuits no investors are interested in investing in USCL. There have been no new investors in the company since 2010.

4. I am not indebted to you and in fact have no personal financial obligation to you. Therefore the invoices you mention and sent by email are categorically rejected. The April 1, 2007 Agreement was between you and USCL Corporation. I did not guarantee that agreement as an Individual. Page 3, paragraph 13 states what assets were pledged to you. That did not include personal assets. The lawsuit filed against USCL was filed against the company. I was not named as a co-defendant. The stipulated judgment was against USCL Corporation. The compromise settlement agreement entered into between you and USCL was also a USCL obligation but not guaranteed by me.

Paragraph 14 of the agreement properly disclosed Bob Block's prior security interest in USCL assets. You did not require that Bob agree to subordinate his prior claims to you.

The UCC-1 filing statement regarding my assets would "perfect" an underlying legally binding security interest if one existed. It did not and does not. If it had it, your attorneys would have sued USCL and me. They did not.

To be clear, you have no legal judgment against me nor can you obtain one. Your continued suggestion that I am personally indebted to you and your demands for payment from me are unreasonable, contrary to law, and constitute harassment, extortion, and can subject you to legal consequences.

The stipulated judgement in your favor against USCL was signed by me as president of USCL, the defendant in your lawsuit. The reason the quarterly payments were not continued relate to the company's inability to obtain additional financing or investment funds and in no way was anticipated at the time the stipulated judgement was agreed to by the company and executed in good faith.

Any UCC-1 filed listing my assets and pledging them to you or the guarantee to a third party so indebted to you, was prepared and filed mistakenly. It certainly serves to confuse the issue here but in no way is a sign of bad faith. A personal guarantee of the agreement was not asked for by you. Indeed we never had such a discussion.

Therefore, to reaffirm my position on this as stated in my last two letters to you and above, I am not personally indebted to you and you have no right to make such a fraudulent claim.

5. Jeffrey, you have been on the USCL shareholder broadcast list. There have been many status reports and updates explaining how I am attempting to move the company forward and pay off the two judgements and all creditors. This has been 100% full disclosure to you and all shareholders who care to receive these reports. Today my focus is on exercising and managing that plan. It is the only way we will ever have funds to pay you off. I cannot be clearer than this. That is good will and not only to you but to all USCL creditors and shareholders. If you have not received those reports, so advise me and they will be sent to you directly.

For the record, your sister, Judy Bailey, is on the broadcast list. All recent reports to Judy have been returned as undeliverable as she has terminated the email address I have for her.

6. I have no intention what so ever of informally "re-litigating" the matter with you. No financial records will be sent to you. Your attorney in Atlanta, GA was sent a copy of the comprehensive USCL financial statements as prepared by Tom Powers, USCL acting CFO and CA CPA. The time to have made requests for any additional records would have been during the discovery phase of your lawsuit against the company. That lawsuit has been concluded to your favor and you have a judgement.

To reiterate, you have a judgment against the company. That is valid for ten years. It may be renewed thereafter for additional ten year periods. That assures you that you will be paid when we have funds to pay you. The only way we are going to be in a position to pay you off is for me to successfully execute on the plan presented to the shareholders in the last several broadcasted reports. If I do not do this, no one else will.

The company has no funds at this time. It is essential that I continue my current plan to finance and rebuild the company. As mentioned before, Clara Miller does in fact have a judgement against me personally in an approximate amount of \$150,000. That related to Jack Mador again. And it is the one and only USCL financial obligation I have ever personally guaranteed. That was done at the time Michael Kessler, ESQ., was certain his bond offering for USCL would fund so I signed a note to her and gave her the personal guarantee which her daughters seemed to insist on at the time. If I am unable

to succeed with the plan I have outlined, it is a forgone conclusion she or her legal heirs will pursue collection actions against me and in that case Emily and I would be forced to file a chapter 7 personal bankruptcy.

I will keep you informed of our progress along with all shareholders. But again the company has no funds today.

Sincerely,
USCL Corporation,

A handwritten signature in blue ink, appearing to read "Tomer Tamarkin", with a stylized flourish at the end.

Tomer (Tom) Tamarkin
President &

Tom D. Tamarkin, an individual