

http://www.usclcorp.com



Via Email electronic receipt return requested

September 1, 2016

Mr. Jeffrey H. Michel Sommerhuder Strabe 23 22769 Hamburg, Germany

Ref: Your letter dated August 9, 2016

Dear Jeffrey:

We are in receipt of your August 9, 2016 email. An envelope originating from your German physical address by U.S. mail was returned to sender. We reject the invoices you sent for the following reasons and we do not accept the associated demands.

Invoices directed to Tom Tamarkin:

l am not personally 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 included personal assets. The lawsuit filed against USCL was filed against the company. I was not named as a codefendant. 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.

A **UCC-1** financing statement (an abbreviation for Uniform Commercial Code-1) is a legal form that a creditor files to give notice that it has <u>or may have</u> an interest in the personal property of a debtor; i.e., a person who owes a debt to the creditor as specified in the agreement creating the debt.

The financing statement does not create a lien nor does it create any additional rights; the filing of a financing statement just gives notice of whatever rights the creditor has under their loan or financing agreement documents.

The UCC-1 filling statement regarding my assets would only "perfect" an underlying legally binding security interest if one existed. **It did not and does not.**

You have been told this in writing numerous times. You have also been advised that to attempt to collect a non-existent debt against a party...in this case Tom Tamarkin...is illegal and can and will subject you to sanctions and all costs associated with the resolution of such invalid claims. You are hereby advised once again that I am not personally indebted to you. Your letter and associated fraudulent invoice was returned to you by the U.S. postal service.

USCL Invoices:

We do not accept the amounts of money you claim USCL owes you in the latest invoices. Specifically, we dispute the monies you claim to have spent with your attorney regarding USCL post judgement. In a prior communication you used the term "judgment maintenance." There is no such thing as "judgment maintenance."

I am continuing to work on obtaining funding for USCL, EnergyCite LTD, et al. As a practical matter the only way you will be paid is if I am successful at this. As you and all USCL shareholders are aware, USCL has a \$2.7 million dollar loss carry forward. We have every incentive to take advantage of that loss carry forward and any funding deal will be transparent and structured to retire all the USCL debt, you included.

At such time as we have a MOU and term sheet for such funding you will be contacted by our lawyer. At that time negotiations can take place in terms of a final payout to you.

If we are not successful, the company will be put into Chapter 7 liquidation proceeding and that would be disastrous for you and other creditors because under such a plan there would be no cash to distribute notwithstanding your priority as a judgment holder.

In simple plain English, the ability to pay you back is 100% a function of my current activities and ability to structure an acceptable transaction and negotiate settlements with all USCL creditors.

For the record USCL was organized as a Nevada Corporation and is subject to the rules provided by the State of Nevada. All shareholders sign a Subscription Agreement and a Shareholder/Investors Agreement which specifically state that Nevada is the forum for any shareholder matters, not California. The Private Placement Offering Memorandum incorporated by reference within the shareholder and subscription agreements detail rights of shareholders as a Nevada Corporation.

Ariel, Israel Project:

A full discloser status summary regarding the Ariel, Israel beta project is available to all USCL shareholders at: http://tamarkin.us/ariel.php The report is obvious and no more time will be spent on this irrelevant issue.

USCL Status & Relationship with EnergyCite LTD disclosure:

A full disclosure of USCL status and relationship with EnergyCite LTD has been available to all USCL shareholders and all potential funders since March 28, 2016. A direct link to the relevant portion of the lengthy summary is: http://gamesthatmatter.us/bondmemo.php#history

Request for financial expense information:

I have no obligation what so ever to respond to the requests you made in your August 9, 2016 letter regarding post judgment expenses. You have been told previously we will not entertain such requests.

No discussions will be entertained regarding pre-judgment events.

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

Sincerely,

USCL Corporation,

Tomer (Tom) Tamarkin

President &

Tom D. Tamarkin, an individual