

SETTLEMENT AGREEMENT
AND MUTUAL GENERAL RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Settlement Agreement") is made by and between CLARA MILLER and MILES MILLER (hereinafter collectively the "Millers"), JACK MADOR and DENNI MADOR, individually and in her capacity as trustee of the Mador Family Trust (hereinafter collectively the "Madors"), and USCL CORPORATION and TOM TAMARKIN (hereinafter collectively "USCL/Tamarkin"). The Millers, the Madors, and USCL/Tamarkin, are hereinafter collectively referred to as the "Parties." This Settlement Agreement shall become effective the day the last Party signs the Settlement Agreement (the "Effective Date").

WITNESSETH:

- A. In 2004, the Millers loaned certain sums to Gold River Pharmacy, Inc. in exchange for promissory notes, personally guaranteed by Mr. Mador and others.
- B. The Millers allege that Ms. Mador also guaranteed the promissory notes, Mr. Mador received additional sums from the Millers, and that the principal amount owed to the Millers as a result thereof is \$425,000. The Madors dispute these allegations.
- C. Gold River Pharmacy, Inc. dba Pinnacare (hereinafter "GRPI") has defaulted on the promissory notes.
- D. The Millers allege that as a result of the default, the guarantors, including Mr. Mador and Ms. Mador, owe the Millers the full principal amounts of the notes, plus interest. The Madors dispute these allegations.
- E. On or about May 1, 2006, the Millers filed a Complaint in the Superior Court of the State of California in and for the County of Sacramento, Case No. 06AS01797 against Richard and Hilda Niemi (the "Niemis") and GRPI, alleging claims for breach of promissory notes, breach of guaranty agreements, common counts, fraud and imposition of constructive trust. On May 25, 2006, the Niemis filed a voluntary Chapter 7 bankruptcy petition in the Eastern District of California (Sacramento Division), commencing Bankruptcy Case No. 06-21776-C-7. On September 5, 2006, the Millers filed an objection to the Niemis' discharge, Adversary Proceeding No. 06-02299. On September 15, 2007, the Millers and the Niemis executed a settlement and release agreement in connection with their lawsuit that resulted in a dismissal of Adversary Proceeding No. 06-02299 that was approved by the Bankruptcy court on December 15, 2007.
- F. On September 5, 2006, Mr. Mador filed an objection to the Niemis' discharge, Adversary Proceeding No. 06-02298.
- G. On or about October 16, 2006, Mr. Mador filed a Complaint in the Superior Court of the State of California in and for the County of Sacramento, Case No 06AS04440 (the "USCL Action") alleging claims for breach of contract and specific performance. On October 16, 2007,

the Court issued a right to attach order authorizing the issuance of a writ of attachment in favor of Mr. Mador in the approximate amount of \$58,000. Tom Tamarkin is a principal of USCL Corporation.

H. The Parties deny all allegations of liability and/or wrongdoing, and are entering into this Settlement Agreement to avoid the costs and burdens of litigation:

NOW, THEREFORE, with the foregoing background incorporated by reference herein, in consideration of their mutual covenants and agreements contained herein, for other good and valuable consideration, and intending to be legally bound, the Parties further agree as follows:

1. Cease of Litigation. Immediately upon the Effective Date of this Settlement Agreement, the Madors will cease litigation and collection activities against USCL Corporation. The Madors agree to dismiss the pending litigation as described in Paragraph 7 with prejudice and each party bearing their own attorney fees and costs.
2. Assignment of USCL Action Rights. Immediately upon the Effective Date of this Settlement Agreement, the Madors shall cause to be assigned and transferred to Clara Miller all claims and interests they possess against USCL Corporation that are the subject of the USCL Action, including all sums claimed to be owed by USCL Corporation to Mr. Mador pursuant to the settlement agreement at issue in the USCL Action. Within 30 days of the Effective Date, USCL Corporation shall pay Clara Miller \$58,000 in recognition of her assigned rights described herein. The Madors hereby warrant they have not previously assigned pledged, or satisfied the rights described herein. The Madors further agree to do all necessary acts to accomplish the assignment described herein, including executing notarized documents.
3. Surrender of USCL Shares. Immediately upon the Effective Date of this Settlement Agreement, the Madors shall surrender their 250,000 shares of USCL Corporation stock to USCL Corporation. The Madors hereby agree to do all necessary acts to accomplish the surrender. USCL Corporation agrees to approve and consent to the surrender.
4. Issuance of USCL Shares to Miller. Immediately upon the Effective Date of this Settlement Agreement and simultaneous to the surrender of the shares described in Paragraph 3, USCL Corporation shall issue 250,000 shares of stock to Clara Miller. USCL hereby agrees to do all necessary acts to accomplish the issuance of the above shares.
5. Purchase of Mador Family Trust Shares. Immediately upon the Effective Date of this Settlement Agreement, the Mador Family Trust agrees to sell and USCL Corporation shall purchase 25,000 shares of USCL Corporation currently owned by the Mador Family Trust for \$1 per share, payable to the Mador Family Trust on the Effective Date with good and lawful funds.

6. Purchase of Clara Miller Shares. Immediately upon the Effective Date of this Settlement Agreement, USCL Corporation shall purchase 25,000 shares of USCL Corporation owned by Clara Miller for \$1 per share, payable to Clara Miller on the Effective Date with good and lawful funds.
7. Dismissal of Pending Litigation. Within ten (10) business days after the Effective Date, and provided the obligations set forth in paragraphs 2-5 have been satisfied, the Madors shall cause the USCL Action to be dismissed with prejudice by filing with the Superior Court of the State of California in and for the County of Sacramento a signed form for dismissal of the USCL Action with prejudice, which form shall comply with the requirements of California law. In addition, within ten (10) business days after the Effective Date, the Madors will request a dismissal with prejudice of Adversary Proceeding No. 06-02298. The Parties understand that included in Adversary Proceeding No. 06-02298 are claims made pursuant to 11 U.S.C. § 523 and 11 U.S.C. § 727. The claims made pursuant to 11 U.S.C. § 523 will be dismissed by the Madors with prejudice. The Parties further understand that the dismissal of claims made pursuant to 11 U.S.C. § 727 is in the sound discretion of the Bankruptcy Court and that any other party-in-interest may be substituted in Mr. Mador's place as plaintiff and objecting party. Accordingly, this Agreement is conditioned upon dismissal of the USCL Action and the Madors' 11 U.S.C. § 523 claims, but is not conditioned upon the dismissal of the Madors' 11 U.S.C. § 727 claims.
8. Costs and Attorneys' Fees. Each Party shall bear its own costs of litigation, including attorneys' fees.
9. Release By Millers. As further consideration under the Settlement Agreement, the Millers on their own behalf, and on behalf of their representatives, partners, agents, heirs, dependents, executors, employees, successors and assigns forever release and discharge the Madors and their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys from any and all claims, demands, rights, actions, causes of action, liabilities, damages, consequential damages, punitive damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, liabilities, contracts, warranties, injuries, actions, causes of action and issues of any kind or nature whatsoever, whether known or unknown (including any unknown claims) contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that the Millers now have or may in the future have against the Madors and each of their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys arising from or related to any act, event, fact, contract, transaction, occurrence, statement, representation, disclosure or any other thing that occurred on or before the execution date of this Settlement Agreement.

The Millers understand that the facts in respect of which release is made in this Settlement Agreement may hereafter turn out to be other than, or different from, the facts now known or believed by the Millers to be true and the Millers hereby

accept and assume the risk of the facts turning out to be different and agree that this instrument shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts. The Millers acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Millers, being aware of said code section, expressly agree to waive any right they may have thereunder, as well as under any other statute or common law principle of similar effect.

10. Release By Madors. Except for any claims or rights that have been assigned to Clara Miller pursuant to paragraph 2 herein, as further consideration under the Settlement Agreement, the Madors on their own behalf, and on behalf of their representatives, partners, agents, heirs, dependents, executors, employees, successors and assigns forever release and discharge the Millers, USCL and Tamarkin and each of their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys from any and all claims, demands, rights, actions, causes of action, liabilities, damages, consequential damages, punitive damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, liabilities, contracts, warranties, injuries, actions, causes of action and issues of any kind or nature whatsoever, whether known or unknown (including any unknown claims) contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that the Madors now have or may in the future have against the Millers, Tom Tamarkin, and/or USCL Corporation and each of their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys arising from or related to any act, event, fact, contract, transaction, occurrence, statement, representation, disclosure or any other thing that occurred on or before the execution date of this Settlement Agreement.

The Madors understand that the facts in respect of which release is made in this Settlement Agreement may hereafter turn out to be other than, or different from, the facts now known or believed by the Madors to be true and the Madors hereby accept and assume the risk of the facts turning out to be different and agree that this instrument shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts. The Madors acknowledge that they have been advised by legal counsel and are familiar with the provisions of California Civil Code Section 1542, which provides:

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The Madors, being aware of said code section, expressly agree to waive any right they may have thereunder, as well as under any other statute or common law principle of similar effect.

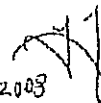
11. Release By USCL/Tamarkin. As further consideration under the Settlement Agreement, USCL/Tamarkin on their own behalf, and on behalf of their representatives, partners, agents, heirs, dependents, executors, employees, successors and assigns forever release and discharge the Madors and their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys from any and all claims, demands, rights, actions, causes of action, liabilities, damages, consequential damages, punitive damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, liabilities, contracts, warranties, injuries, actions, causes of action and issues of any kind or nature whatsoever, whether known or unknown (including any unknown claims) contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent that USCL/Tamarkin now have or may in the future have against the Madors and each of their successors, assigns, affiliates, agents, directors, employees, insurers and attorneys arising from or related to any act, event, fact, contract, transaction, occurrence, statement, representation, disclosure or any other thing that occurred on or before the execution date of this Settlement Agreement.

USCL/Tamarkin understand that the facts in respect of which release is made in this Settlement Agreement may hereafter turn out to be other than, or different from, the facts now known or believed by USCL/Tamarkin to be true and USCL/Tamarkin hereby accept and assume the risk of the facts turning out to be different and agrees that this instrument shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts. USCL/Tamarkin acknowledge that they have been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

USCL/Tamarkin, being aware of said code section, expressly agrees to waive any right it may have thereunder, as well as under any other statute or common law principle of similar effect.

12. No Admission of Liability. This Settlement Agreement is not, nor shall be deemed to be, and no Party shall argue it to be evidence or an admission of any form of liability or responsibility on behalf of any Party, each of which expressly denies the same.
13. Binding Effect; Modification; Attorneys' Fees. This Settlement Agreement constitutes the entire agreement between the Parties hereto, and may be modified only in writing signed by the Parties. The terms of this Settlement Agreement are binding upon and inure to the benefit of the Parties and their successors, assigns, administrators, trustees and personal representatives. In the event of litigation to enforce the provisions of this Settlement Agreement or to recover damages for breach of this Settlement Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit.
14. Jurisdiction; Choice of Law. Any disputes arising out of or relating to this Settlement Agreement, and any of the matters released herein, shall be brought before the Superior Court of California, County of Sacramento located in Sacramento, California. The Parties consent to the jurisdiction of such court and to service of process for such purpose. The terms of this Settlement Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California.
15. Irreparable Harm and Injunctive Relief. It is further understood and agreed that any breach or threatened breach of this Settlement Agreement will result in irreparable harm to the non-breaching parties and that money damages would not be a sufficient remedy for any breach or threatened breach of this Settlement Agreement by a party or any of its representatives. A party shall be entitled to equitable relief, including injunctive relief, to prevent breaches and threatened breaches of the provisions of this Settlement Agreement by the other party or any of its representatives, without the necessity of proving actual damages or of posting any bond, and specific performance, as a remedy for any such breach or threatened breach.
16. Legal Representation. The Parties acknowledge that they each have had the benefit and advice of independent legal counsel in connection with the Settlement Agreement and understand its terms and consequences. The Parties further acknowledge that they have carefully read the foregoing Settlement Agreement and the contents thereof, and are duly authorized to execute it.
17. Covenant to Perform Necessary Further Acts. The Parties represent, warrant, and agree to execute all documents and do all things reasonably necessary to fulfill and effectuate the terms of this Agreement, including dismissals with prejudice as set forth herein.



18. Authority to Execute Settlement. The Parties each warrant that they have the authority to execute this Settlement Agreement and that they have not pledged, sold, hypothecated, encumbered, assigned or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, obligation, damage or liability covered hereby.
19. Interpretation. The Parties expressly acknowledge that this Settlement Agreement is a result of mutual negotiation and its language is not to be construed against any Party as the drafter of this Settlement Agreement. Any rule of law, including but not limited to California Civil Code section 1654, which could require interpretation of any ambiguities against the draftsman is inapplicable and is hereby waived and this Settlement Agreement shall be deemed to be drafted by each of the Parties. The Parties further agree that the headings and captions herein are for ease and convenience only and should not be used or considered in interpreting this Agreement.
20. Severability. If any provision of this Settlement Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remaining provisions of the Settlement Agreement and the application of such provisions to other parties or circumstances shall not be affected thereby, the provisions of this Settlement Agreement being severable in any such instance.
21. Counterparts. This Settlement Agreement may be executed in counterparts by facsimile and/or pdf format, each of which is, and when so executed and delivered shall be, an original, such counterparts together constituting one and the same instrument.

[Signature Pages Follow]



IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement to be effective as provided herein.

CLARA MILLER

JACK MADOR

Clara Miller

Clara Miller

2-7-08

Jack Mador

Dated: _____

Dated: _____

MILES MILLER

DENNI MADOR

Miles Miller

Miles Miller

2-17-08

Denni Mador, individually and in her capacity
as trustee of the Mador Family Trust

Dated: *2/17/08*

Dated: _____

Approved as to Form:

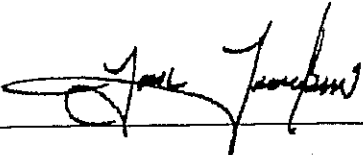
Approved as to Form:

John S. Poulos

John S. Poulos
Counsel for Clara Miller & Miles Miller

J. Russell Cunningham
Counsel for Jack Mador & Denni Mador

USCL CORPORATION, INC.

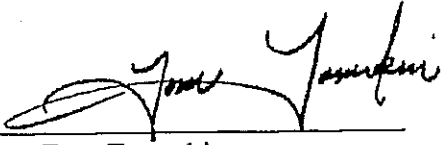
By: 

Print Name: TOMER (TOM) P. TAMARKIN

Title: PRESIDENT & CEO

Dated: FEBRUARY 07, 2008

TOM TAMARKIN



Tom Tamarkin

Dated: FEBRUARY 07, 2008

Approved as to Form:

Kristan Kelsch
Counsel for USCL Corporation, Inc. and Tom
Tamarkin

USCL CORPORATION, INC.

By: _____

Print Name: _____

Title: _____

Dated: _____

TOM TAMARKIN

Tom Tamarkin

Dated: _____

Approved as to Form:



Kristan Kelsch

Counsel for USCL Corporation, Inc. and Tom
Tamarkin

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement to be effective as provided herein.

CLARA MILLER

Clara Miller

Dated: _____

MILES MILLER


Miles Miller

Dated: _____

Approved as to Form:

John S. Poulos
Counsel for Clara Miller & Miles Miller

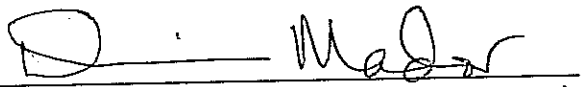
JACK MADOR



Jack Mador

Dated: 4-February, 2008


DENNI MADOR



Denni Mador, individually and in her capacity
as trustee of the Mador Family Trust

Dated: 2/4/08

Approved as to Form:



J. Russell Cunningham
Counsel for Jack Mador & Denni Mador