

**Form FMC-48
FEDERAL MARITIME COMMISSION**

**Ocean Transportation Intermediary (OTI) Bond
(Section 19, Shipping Act of 1984, as amended by the Ocean Shipping Reform
Act of 1998 and the Coast Guard Authorization Act of 1998)**

IMODAL LIMITED LIABILITY COMPANY DBA IMODAL - (NVOCC) as Principal (hereinafter "Principal"), and Ullico Casualty Company, as Surety (hereinafter "Surety") are held and firmly bound unto the United States of America in the sum of \$75,000.00 for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

Whereas, Principal operates as an OTI in the waterborne foreign commerce of the United States in accordance with the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 and the Coast Guard Authorization Act of 1998 ("1984 Act"), 46 U.S.C. app 1702, and, if necessary, has a valid tariff published pursuant to 46 CFR part 515 and 520, and pursuant to section 19 of the 1984 Act, files this bond with the Commission;

Now, Therefore, The condition of this obligation is that the penalty amount of this bond shall be available to pay any judgment or any settlement made pursuant to a claim under 46 CFR § 515.23 (b) for damages against the Principal arising from the Principal's transportation-related activities or order for reparations issued pursuant to section 11 of the 1984 Act, 46 U.S.C. app. 1710, or any penalty assessed against the Principal pursuant to section 13 of the 1984 Act, 46 U.S.C. app. 1712.

This bond shall inure to the benefit of any and all persons who have obtained a judgment or a settlement made pursuant to a claim under 46 CFR 515.23 (b) for damages against the Principal arising from its transportation-related activities or order of reparation issued pursuant to section 11 of the 1984 Act, and to the benefit of the Federal Maritime Commission for any penalty assessed against the Principal Pursuant to Section 13 of the 1984 Act. However, the bond shall not apply to shipments of used household goods and personal effects for the account of the Department of Defense or the account of federal civilian executive agencies shipping under the International Household Goods Program administered by the General Services Administration.

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The liability of the Surety shall not be discharge by any payment or succession of payments hereunder, unless and until such payment or payments shall aggregate the penalty of this bond, and in no event shall the Surety's total obligation hereunder exceed said penalty regardless of the number of claims or claimants.

This bond is effective the 30TH day of NOV, 2010, and shall continue in effect until discharged or terminated as herein provided. The Principal or the Surety may at any time terminate this bond by written notice to the Federal Maritime Commission at its office in Washington, DC. Such termination shall become effective thirty (30) days after receipt of said notice by the Commission. The Surety shall not be liable for any transportation-related activities of the Principal after the expiration of the 30-day period but such termination shall not affect the liability of the Principal and Surety for any event occurring prior to the date when said termination becomes effective.

The Surety consents to be sued directly in respect of any bona fide claim owed by Principal for damages, reparations or penalties arising from the transportation-related activities under the 1984 Act of Principal in the event that such legal liability has not been discharged by the Principal or Surety after a claimant has obtained a final judgment (after appeal, if any) against the Principal from a United States Federal or State Court of competent jurisdiction and has complied with the procedures for collecting on such a judgment pursuant to 46 CFR 515.23 (b), the Federal Maritime Commission, or where all parties and claimants otherwise mutually consent, from a foreign court, or where such claimant has become entitled to payment of a specified sum by virtue of a compromise settlement agreement made with the Principal and/or Surety pursuant to 46 CFR 515.23 (b), whereby, upon payment of the agreed sum, the Surety is to be fully, irrevocably and unconditionally discharged from all further liability to such claimant; provided, however, that Surety's total obligation hereunder shall not exceed the amount set forth in 46 CFR 515.21, as applicable.

The underwriting Surety will promptly notify the Director, Bureau of Tariffs, Certification and Licensing, Federal Maritime Commission, Washington, DC 20573, of any claim(s) against this bond.

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Signed and sealed this 12 day of Nov, 2010.

(Please type name of signer under each signature)

_____ Individual Principal or Partner

_____ Business Address

_____ Individual Principal or Partner

_____ Business Address

_____ Individual Principal or Partner

_____ Business Address

Trade Name, If Any

DBA IMODAL

IMODAL LIMITED LIABILITY COMPANY Principal

FLORIDA Corporation

224 DATURA STREET, SUITE #214,
WEST PALM BEACH, FL 33401 Business Address

X *Joseph A. Dymkowski* By

JOSEPH A. DYMKOWSKI - PRESIDENT Title

(Affix Corporate Seal)

Ullico Casualty Company Corporate Surety

12 Huron Drive
Natick, MA 01760 Business Address

Joshua Holtz By
Joshua Holtz

Attorney-in-Fact Title

(Affix Corporate Seal)

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