

**HARRIS,
WILTSHIRE &
GRANNIS LLP**

RECEIVED

APR - 4 2005

Federal Communications Commission
Office of Secretary

1200 EIGHTEENTH STREET, NW
WASHINGTON, DC 20036

TEL 202.730.1300 FAX 202.730.1301
WWW.HARRISWILTSHIRE.COM

ATTORNEYS AT LAW

April 4, 2005

BY HAND DELIVERY

Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Received

APR 07 2005

Policy Branch
International Bureau

Re: ***Performance Bond for DIRECTV 11; Call Sign S2640***
File No. SAT-LOA-20040909-00168
File No. SAT-AMD-20041119-00209
File No. SAT-AMD-20050103-00001

Dear Ms. Dortch:

On March 8, 2005, the International Bureau released an order authorizing The DIRECTV Group, Inc. ("DIRECTV") to launch and operate DIRECTV 11, a Ka-band satellite, at the nominal 99° W.L. orbital location. In accordance with paragraph 2(e) of that authorization and Section 25.165 of the Commission's rules, DIRECTV hereby files a copy of its required \$3 million performance bond and related documents.

Please direct any questions regarding this matter directly to the undersigned.

Sincerely yours,



William M. Wiltshire
Counsel for The DIRECTV Group, Inc.

Enclosure

cc: Thomas Tycz
Selina Khan

**Federal Communications Corporation (FCC)
Satellite License Payment Bond**

KNOW ALL PERSONS BY THESE PRESENTS, That The DIRECTV Group, Inc. (hereinafter called the Principal) and Westchester Fire Insurance Company, a corporation of the State of New York (hereinafter called the Surety), are held and firmly bound unto the United States Treasury (hereinafter called the Obligee), in the maximum penal sum of THREE MILLION DOLLARS (\$3,000,000.00) to the payment of which sum, well and truly be made, the Principal and Surety bind themselves, and each of their heirs, administrators, executors and assigns, jointly and severally, firmly by these presents. Regardless of the number of years this bond may be in force, the aggregate liability of the Surety payable under this bond shall not be cumulative and is limited to the stated maximum penal sum.

WHEREAS, the Principal's application to launch and operate the DIRECTV 11S satellite has been granted by the Federal Communications Commission ("FCC") and the Principal is authorized to launch and operate its DIRECTV 11S satellite at 99 degrees West Longitude in accordance with the terms and conditions set forth in its authorization which authorization is hereby referred to and made a part of hereof.

WHEREAS, in accordance with FCC the conditions of the DIRECTV 11S authorization grant, the Principal must file a payment bond with the FCC within 30 days of the application being granted.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. DIRECTV 11S must be constructed, launched, and placed into operation in accordance with the technical parameters and terms and conditions of the grant authorization by the following specified time periods-milestones.
 - a. Execute a binding contract for construction within one year (3/17/04)
 - b. Complete the Critical Design Review within two years (7/2005)
 - c. Commence construction within three years (6/04)
 - d. Launch and begin operations within five years (7/07)
2. Upon completion of milestone c, confirmation of which will be filed with the FCC by Principal, And issuance of a Public Notice by the FCC confirming same, the maximum penal sum of the Bond shall be reduced by 25% (\$750,000.00) via a rider to this bond sent to the FCC and the Obligee.
3. In the event of a Notice of Default (i.e. an order or public notice revoking Principal's authorization) issued by the FCC to the Principal and the Surety regarding the performance of the milestones specified above during the term of this bond, the Surety shall be liable only up to the current outstanding maximum penal sum amount after giving effect to applicable milestone reductions. It is also understood and unconditionally agreed that upon receipt of such Notice of Default, the Sole remedy under this bond will be the tender of payment of the current outstanding maximum

penal sum of the bond (taking into account subsequent riders to the maximum penal sum of the bond described above) within thirty (30) business days of such Notice of Default.

Any such Notice of Default made under this Bond shall be made in writing and shall be given a personal delivery or expedited delivery service, postage pre-paid, addressed to the parties at the addresses specified below:

To the Surety:

Westchester Fire Insurance Company
Two Liberty Place, TL33B
1601 Chestnut Street
Philadelphia, PA 19103

To the Principal:

The DIRECTV Group, Inc.
2250 E. Imperial Hwy, R11/A141
El Segundo, California 90245

With a required copy to:

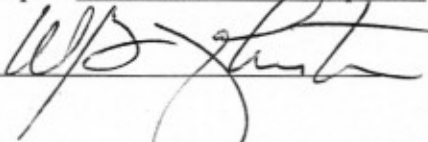
W.G. Johnston
The DIRECTV Group, Inc.
2250 E. Imperial Hwy, R11/A41
El Segundo, California 90245

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
5. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in other documents, statutes or regulations, then the terms of this bond shall prevail.


This bond shall be effective the 1st day of April, 2005 and shall cease at such time as the FCC confirms that the Principal has satisfied all of the milestones set forth in paragraph 1.

Signed and sealed this 29th day of March, 2005.

Principal: The DIRECTV Group, Inc.

By: 

Surety: Westchester Fire Insurance Company

By: 
JEFFREY STRASSNER
ATTORNEY-IN-FACT


(Witness)


(Witness)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY



1083777

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Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on November 8, 1999, to wit:

"RESOLVED, that the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, and Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, as Attorneys-In-Fact to execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-In-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors."

Does hereby nominate, constitute and appoint CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, KRISTINE MENDEZ, ADRIANA VALENZUELA, NATALIE K. TROFIMOFF and JORGE A. CORREA all of the City of Los Angeles, State of California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five Million Dollars (\$25,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 2nd day of November 2004.



WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 2nd day of November, A.D. 2004, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
Kathleen Terri, Notary Public
Philadelphia, Philadelphia County
My commission expires September 22, 2007

Kathleen Terri

Notary Public

I, the undersigned Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 29th day of March 2005



George D. Mulligan

George D. Mulligan, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 2, 2006.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

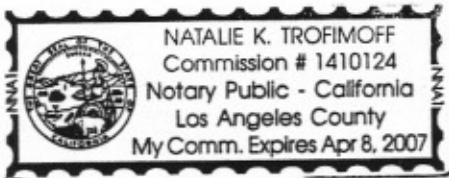
County of Los Angeles

On March 29, 2005 before me, Natalie K. Trofimoff, Notary Public

personally appeared Jeffrey Strassner

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Natalie K. Trofimoff
SIGNATURE OF NOTARY

Notary Public Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL
 CORPORATE OFFICER
Title(s) _____

INDIVIDUAL
 CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

ace usa

Westchester Fire Insurance Company
Insurance Company
DIRECTV GROUP, INC.
Policy Holder
KO 71 84 61 A
Policy Number
Marsh Risk and Insurance Services
Broker/Producer

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 28, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. We have not established a separate price for this coverage; however, the portion of your premium that is reasonably attributable to such coverage is: \$0.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On April 1, 2005, before me, Debbie A. Fletcher
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared W. G. Johnston
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~ their authorized capacity~~(ies)~~, and that by his/~~her~~ their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Debbie A. Fletcher
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: FCC satellite License Payment Bond

Document Date: 4-1-05 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

