

Nia C. Mathis
Direct Dial: (202) 637-2179
nia.mathis@lw.com

LATHAM & WATKINS LLP



555 Eleventh Street, N.W., Suite 1000
Washington, D.C. 20004-1304
Tel: (202) 637-2200 Fax: (202) 637-2201
www.lw.com

FIRM / AFFILIATE OFFICES

Brussels	New York
Chicago	Northern Virginia
Frankfurt	Orange County
Hamburg	Paris
Hong Kong	San Diego
London	San Francisco
Los Angeles	Shanghai
Milan	Silicon Valley
Moscow	Singapore
Munich	Tokyo
New Jersey	Washington, D.C.

February 8, 2006

BY HAND

Ms. Marlene Dortch
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Room TW-A325
Washington, DC 20554

RECEIVED

FEB - 8 2006

Federal Communications Commission
Office of Secretary

Received

FEB 09 2006

Policy Branch
International Bureau

**Re: Performance Bond for Modification of ORBIMAGE License Corp.'s
Non-Geosynchronous Orbit Satellite System; Call Sign S2348 (File
Nos. SAT-MOD-20050511-00097 and SAT-AMD-20051118-00234)**

Dear Ms. Dortch:

ORBIMAGE License Corp. ("ORBIMAGE") has complied with the performance bond requirements set forth in the above-referenced authorization to modify its satellite system. In accordance with the procedures set forth in the Bond Filing Procedure Public Notice, DA 03-2602, 18 FCC Rcd 16283 (2003), enclosed please find five (5) copies of ORBIMAGE's performance bond. This bond complies in all respects with the requirements of the above-referenced authorization and Section 25.165 of the Commission's rules. See 47 C.F.R. §25.165.

Please contact the undersigned if you have any questions regarding this matter,

Respectfully submitted,

Nia C. Mathis
of LATHAM & WATKINS LLP

Enclosures

RECEIVED

FEB - 8 2006

Federal Communications Commission
Office of Secretary

Bond Number CMS101971

FEDERAL COMMUNICATIONS COMMISSION
Earth Exploration Satellite Service (EESS), non-geostationary orbit (NGSO) satellite system License Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS, that Orbimage License Corp (hereinafter called the Principal), and RLI Insurance Company, a corporation of the state of Illinois (hereinafter called the Surety), are held and firmly bound unto the United States Treasury (hereinafter called the Oblige), in the maximum penal sum of FIVE MILLION U.S. DOLLARS (\$5,000,000.00) 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 construct, launch and operate a Non-Geosynchronous Orbit Satellite ("Orbview-5") has been granted by the Federal Communications Commission ("FCC") and the Principal is authorized to launch and operate such satellite in the 8025 - 8395 MHz frequency band in accordance with the terms and conditions set forth in its FCC authorization which authorization is hereby referred to and made a part of hereof.

WHEREAS, in accordance with the conditions of the Orbview-5 authorization granted by the FCC, the Principal must file a payment bond with the FCC within 30 days of the application being granted.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform the obligations in said authorization at the time and in the manner specified during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

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

1. Orbview-5 must be constructed and launched in accordance with the authorization by the following specified time milestones.
 - a. Enter into a binding non-contingent contract to construct Orbview-5 by January 9, 2007.
 - b. Complete the Critical Design Review of Orbview-5 by January 9, 2008.
 - c. Begin the construction of Orbview-5 by July 9, 2009.
 - d. Launch and begin operations of Orbview-5 by July 9, 2010.
2. Upon completion of each milestone, 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 20% (\$1,000,000.00) via rider to this bond sent to the FCC and the Oblige, and upon completion of the last milestone, 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 to zero via rider to this bond sent to the FCC and the Oblige.
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:

RLI Insurance Company
10429 S 51st Street, Suite 201
Phoenix, AZ 85044

To the Principal:

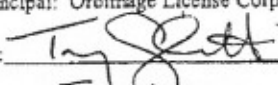
Orbimage License Corp.
21700 Atlantic Blvd
Dulles, VA 20166


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 on the 8th day of February, 2006, 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 8th day of February, 2006.

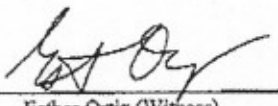
Principal: Orbimage License Corp.

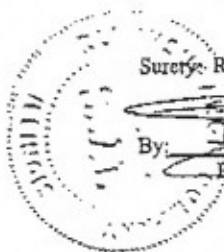
By:  VP FINANCE
TONY ANZILOTTI (Title)


Robert Johnson (Witness)

Surety: RLI Insurance Company

By: 
Elaine Slipc, Attorney-In-Fact


Esther Ortiz (Witness)





RLI Surety
 A Division of RLI Insurance Company
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

That the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint:

Elaine Slipe

in the City of Los Angeles, State of California, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of documents to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; policies indemnifying employers against loss or damage caused by the misconduct of their employees; official, bail and surety and fidelity bonds. Indemnify in all cases where indemnity may be lawfully given; and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company, and to compromise and settle any and all claims or demands made or existing against said Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its President with its corporate seal affixed this 16th day of February, 2005.

ATTEST:

Camille J. Hensey
 Camille J. Hensey Corporate Secretary



RLI Insurance Company

By: Jonathan E. Michael
 Jonathan E. Michael President

State of Illinois }
 County of Peoria } SS

On this 16th day of February, 2005 before me, a Notary Public, personally appeared Jonathan E. Michael and Camille J. Hensey, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as President and Corporate Secretary, respectively, of the said **RLI Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

