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# LATHAM & WATKINS<sup>LLP</sup>

October 2, 2017

## **VIA ELECTRONIC FILING**

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

### FIRM / AFFILIATE OFFICES

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Re: ViaSat, Inc., Increased Satellite Bond, IBFS File No. SAT-LOI-20160208-00015; Call Sign S2953

Dear Ms. Dortch:

ViaSat, Inc. (“ViaSat”) hereby submits a copy of the performance bond reflecting an increase in the maximum penal sum that will be effective on October 25, 2017.

Should you have any questions regarding this filing, please contact the undersigned.

Respectfully submitted,

/s/

Elizabeth R. Park

Enclosure

cc: Stephen Duall

This bond is executed in Duplicate

Bond No. 0696270

**License and/or Permit Continuous Bond**

KNOW ALL MEN BY THESE PRESENTS, that we ViaSat, Inc., as Principal, and International Fidelity Insurance Company, a New Jersey corporation, as Surety, are held and firmly bound unto the United States Treasury, as Obligee, in the maximum penal sum of One Million Eight Hundred Thousand and No/100 (\$1,800,000.00) U.S. Dollars, which said penal sum shall cover the maximum liability that may accrue through October 25, 2018 ("Maximum Accrual Date"), and which may be increased by Surety pursuant to the terms and conditions set forth below, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden the Principal has obtained authorization from the Federal Communications Commission ("FCC") for authority to access the United States market using a Geostationary Orbit ("GSO") Satellite pursuant to its applications, FCC File No. SAT-LOI-20160208-00015, Call Sign S2953 ("Authorization"), in accordance with the terms and conditions set forth in the Conditions for Letter of Intent attached to the FCC's original grant of the Authorization on October 25, 2016, including the filing of this bond with the FCC pursuant to the Authorization;

WHEREAS, on January 18, 2017, the FCC issued guidance regarding certain requirements for maintaining satellite space station surety bonds pursuant to the escalating bond framework it adopted on December 15, 2015;

WHEREAS, the term of the previously issued bond pursuant to the Authorization began October 25, 2016 and will expire on October 24, 2017;

WHEREAS, the Principal and the Surety wish to extend the term of the bond, and accordingly increase the maximum penal sum, and hereby amend and restate the bond language to reflect the FCC's guidance; and

WHEREAS, the Principal is required by law to file with the FCC a bond conditioned as hereinafter set forth;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation set forth below 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. The GSO Satellite authorized by the FCC must be launched, positioned in its assigned orbital location, and operated in accordance with the station authorization no later than October 25, 2021.
2. This bond shall be in effect from October 25, 2017 until the FCC issues a notice of release of this bond.
3. Upon agreement by the Surety and the Principal, the maximum penal sum of this bond may be increased to cover the maximum liability that may accrue after the Maximum Accrual Date and

until the Principal has satisfied the milestone set forth in paragraph 1. Failure of either party to increase the maximum penal sum pursuant to this paragraph shall not be considered a default hereof. If either party elects not to increase the maximum penal sum to cover any liability that may accrue after the Maximum Accrual Date, the Surety or the Principal, as the case may be, shall provide to the other party written notice of such election at least sixty (60) days prior to the Maximum Accrual Date. If the Surety and the Principal agree to increase the maximum penal sum beyond the Maximum Accrual Date, the maximum penal sum of the bond shall be increased on an annual basis, via a certificate or rider to this bond sent to the FCC and the Oblige, commencing on the day after the Maximum Accrual Date. Such certificate or rider shall increase the maximum penal sum in the amount by \$400,000 per year until the earlier of (i) the date on which the condition in paragraph 1 above shall have been satisfied, and (ii) the date on which the Authorization is surrendered, revoked, or declared null and void.

4. In the event of a Notice of Default (*i.e.*, an order or public notice, or notice of action taken) issued by the FCC revoking or declaring null and void the Authorization, or accepting surrender of the Authorization by the Principal, the Surety shall be liable only up to the amount that equals \$1,000,000 + \$2,000,000\*D/1827, where D is the lesser of 1827 or the number of days that have elapsed from October 25, 2016 until the date the authorization is surrendered, revoked or declared null and void, as identified in the Notice of Default. 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 amount calculated pursuant to this formula within thirty (30) business days of such Notice of Default, except that the liability of the Surety shall not exceed the maximum penal sum of the bond (taking into account any subsequent certificates or riders to the bond that may be executed, as described above).

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

To the Surety: International Fidelity Insurance Company  
2400 East Katella Avenue, Suite 250  
Anaheim, CA 92806

To the Principal: ViaSat, Inc.  
Attn: Office of the Chief Financial Officer  
6155 El Camino Real  
Carlsbad, CA 92009

5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

6. If any conflict or inconsistency exists between the Surety's obligation or undertakings as described in this bond and as described in other documents, statutes or regulations, then the terms of this bond shall prevail.


PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount than the maximum penal sum (taking into account any subsequent certificates or riders to the bond that may be executed, as described above).




PROVIDED FURTHER, that this bond shall be effective on the 25th day of October, 2017 and shall cease at such time as the FCC confirms that the Principal has satisfied the milestone set forth in paragraph 1 above, unless earlier cancelled as provided herein.

Signed, sealed and dated the 25th day of September, 2017.

Principal: ViaSat, Inc.

By:   
Shawn Duffy, Senior Vice President and CFO

Surety: International Fidelity Insurance Company

By:   
Jessica Hollaender, Attorney-in-Fact



# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JESSICA HOLLAENDER, JEREMY POLK

Phoenix, AZ.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



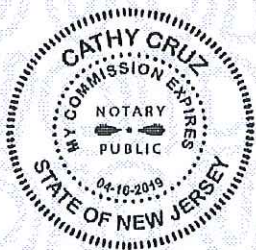
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 25 day of September 2017

MARIA BRANCO, Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Diego )
On September 28, 2017 before me, Shelley M. Swedo, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Shawn Duffy
Name(s) of Signer(s)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shelley M. Swedo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document BOND NO. 0696270
Title or Type of Document: License/Permit Continuous Bond Document Date: 9/25/2017
Number of Pages: 4 Signer(s) Other Than Named Above: Jessica Hollaender

Capacity(ies) Claimed by Signer(s)
Signer's Name: Shawn Duffy
[X] Corporate Officer - Title(s): Senior VP & CFO
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing: VIASAT, INC.

Signer's Name: Jessica Hollaender
[ ] Corporate Officer - Title(s):
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [X] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer Is Representing: INTL. FIDELITY INSURANCE COMPANY