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FILED ELECTRONICALLY VIA IBFS

Ms. Marlene H. Dortch
Office of the Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554


Re: Telesat Canada
FCC File No. SAT-PDR-20161115-00108 (S2976)
Submission of Performance Bond

Dear Ms. Dortch:

Telesat Canada ("Telesat"), by its counsel and in accordance with 47 CFR §25.165, hereby submits the attached bond. On November 3, 2017, the International Bureau granted Telesat U.S. market access for a non-geostationary satellite orbit, fixed-satellite service constellation operating in the Ka-band. Pursuant to paragraph 32 of that Order,¹ Telesat hereby submits the attached bond.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Joseph A. Godles
Counsel to Telesat Canada

Attachment (Bond No. BDTO-100094-017)

¹ *In the Matter of Telesat Canada Petition for Declaratory Ruling to Grant Access to the U.S. Market for Telesat's NGSO Constellation, IBFS File No. SAT-PDR-20161115-00108 Call Sign S2976, Order and Declaratory Ruling, FCC 17-147 (rel. Nov. 3, 2017).*



This bond is executed in Duplicate

Bond No. BDTO-100094-017

License and/or Permit Continuous Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Telesat Canada**, as Principal, and **Liberty Mutual Insurance Company**, as Surety, are held and firmly bound unto the United States Treasury, as Obligee, in the maximum penal sum of One Million & Six Hundred Seventy Thousand 00/100 Dollars (\$ 1,670,000.00) U.S. Dollars, which said maximum penal sum may be increased 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 Principal has obtained authorization from the Federal Communications Commission ("FCC") for authority to access the United States market using a Non-geostationary (NGSO) satellite system pursuant to its application, **FCC IBFS File No. SAT-PDR-20161115-00108; Call Sign S2976 ("Authorization")**, in accordance with the terms and conditions set forth in the Conditions to the FCC's grant of that Authorization on **11/03/2017**, including the filing of this bond with the FCC pursuant to the Authorization grant; 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 NGSO space stations authorized by the FCC, or such number of NGSO space stations required by FCC rules then in effect, must be launched, placed in the authorized NGSO orbit(s), and operated in accordance with the terms of the Authorization no later than six (6) years after the grant of the Authorization (i.e., by **11/03/2023**) (the "Milestone").
2. Upon completion of the Milestone specified in paragraph I above, confirmation of which will be filed with the FCC by the Principal, and the issuance of a Public Notice by the FCC confirming the FCC's determination of the satisfaction of said Milestone, then this bond shall be cancelled.
3. The maximum penal sum of the bond may be increased on an annual basis with the Surety's consent, via a rider to this bond sent to the FCC and the Obligee. Such riders will increase the maximum penal sum to the required amount in accordance with the following formula, with all sums expressed in U.S. Dollars: $A = \$1,000,000.00 + \$4,000,000.00 * D / 2,192$, where A is the penal sum to be paid and D is the lesser of 2,192 or the number of days that have elapsed from the date of the Authorization grant until the date when the Authorization was surrendered.
4. In the event of a Notice of Default (i.e., an order or public notice revoking the Principal's Authorization for any reason, including but not limited to, the Principal surrendering the Authorization

before timely meeting the Milestone, failure to timely meet the Milestone, or the Authorization becoming null and void due to failure to maintain a surety bond in an adequate amount) issued by the FCC to the Principal and the Surety regarding the performance of the Milestone specified above during the term of this bond, the Surety shall be liable only up to the then current outstanding maximum penal sum amount after any applicable increase(s) to the maximum penal sum subject to the terms and conditions set forth above. 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 then current outstanding maximum penal sum of the bond 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 by a notice in writing via overnight courier:

To the Surety:

Liberty International Underwriters
Attention: Surety Department
181 Bay Street Suite 900
Toronto, Ontario M5J 2T3
John.stewart@libertymutual.com

To the Principal:

Telesat Canada
Attention: Vice President, Law, General Counsel and Secretary
1601 Telesat Court
Ottawa, Ontario K1B 5P4
Canada
Email: cdifrancesco@telesat.com

With a Copy to:

Joseph A. Godles
Goldberg, Godles, Wiener & Wright LLP
1025 Connecticut Ave., N.W., Suite 1000
Washington, D.C. 20036
(202) 429-4900
Email: JGodles@g2w2.com

5. 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.
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, in the aggregate, than the then current outstanding maximum penal sum pursuant to the terms and conditions set forth above.

PROVIDED FURTHER, that this bond shall be effective on the 28th day of November, 2017 and shall cease at such time as the FCC confirms that the Principal has satisfied all conditions of the Authorization set forth in paragraph I above, unless earlier cancelled as provided herein.

Signed, sealed and dated the 28th day of November, 2017

Telesat Canada



**Christopher DiFrancesco
Vice President, General Counsel
& Secretary**

Liberty Mutual Insurance Company



Stan Kolodziejski, Attorney-In-Fact



LIBERTY MUTUAL INSURANCE COMPANY
181 Bay Street, Suite 1000, Brookfield Place, Toronto, Ontario M5J 2T3

Power of Attorney

Number: 0008 – Amendment No. 4

Seal # 001

KNOW ALL PERSONS BY THESE PRESENTS that Liberty Mutual Insurance Company (the 'Company') does hereby name, constitute and appoint:

Patrick W. Baker
Shane Sinclair
Janice Oehm
Kathy Ness
Jacqueline Redford
Lisa Gierl
Steven Gava
Stan Kolodziejski

,each individually (if there be more than one person named), its true and lawful attorney to make, execute, seal, acknowledge and deliver for and on its behalf as surety and as its act and deed, any and all bid bonds, consents of surety, performance bonds, labour and material payment bonds, maintenance bonds, commercial surety bonds and other surety obligations which, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company.

Provided, however, that this power of attorney may be revoked by the Company at any time and for any reason upon notice to the attorney.

Provided, further, that this power of attorney supersedes and replaces all previous versions of Power of Attorney Number 0008.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed to by an authorized officer or official of the Company and the corporate seal of the Company has been affixed hereto in the City of Toronto, Ontario, Canada this 15th day of May, 2017.

Liberty Mutual Insurance Company

By: 

Mike Weiss
Senior Vice President
Alternative Risk Management Division