SES

beyond frontiers

March 10, 2017

FILED ELECTRONICALLY

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

Re: Performance Bond for SES-14, Call Sign S2974, File No. SAT-PPL-20160918-00093

Dear Ms. Dortch,

SES DTH do Brasil Ltda has complied with the performance bond requirements of its U.S. market access authorization for the SES-14 satellite. *See* File No. SAT-PPL-20160918-00093, Attachment to Grant at 5, paragraph 21 (Feb. 9, 2017). A copy of the performance bond is attached.

Please contact the undersigned if you have any questions.

Respectfully submitted,

/s/ Petra A. Vorwig

Petra A. Vorwig
Senior Legal & Regulatory Counsel
for SES DTH do Brasil Ltda

SES DTH do Brasil Ltda
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São Paulo SP 04578-903
Brazil

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www.ses.com

CNPJ: 05 413 409/000-53

Bond No. K09563209

Federal Communications Corporation (FCC)

SES-14 Satellite License Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS, That SES DTH do Brasil Ltda (SES) (hereinafter called the Principal), and Westchester Fire Insurance Company, a corporation of the state of Pennsylvania (hereinafter called the Surety), are held and firmly bound unto the United States Treasury (hereinafter called the Obligee), in the penal sum of One Million Four Hundred Thousand and No/100 ($1,400,000.00) U.S. Dollars, which said penal sum shall cover the maximum liability that may accrue through February 9, 2018 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 Principal (SES DTH do Brasil Ltda (SES), FRN: 0025353558)) has obtained authorization from the Federal Communications Commission ("FCC") for authority to access the United States market including the use of SES-14 satellite at 47.5 W.L. pursuant to its applications, FCC File No. SAT-PPL-20160918-00093; Call Sign S2974 ("Authorization"), in accordance with the terms and conditions set forth in the Attachment to Grant attached to the FCC's grant of the Authorization on February 9, 2017 including the filing of this bond with the FCC pursuant to the Authorization; and

WHEREAS, in accordance with the conditions of the SES-14 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 is bond is subject to the following conditions:

1. The SES-14 space station authorized by the FCC must be launched, positioned in its assigned orbital location, and operated in accordance with the station authorization no later than February 09, 2022.

2. This bond shall be in effect from February 9, 2017 to February 9, 2018 (the "term"). Upon agreement by the Surety and the Principal, the bond may be continued by a certificate or rider, which shall be issued before the expiration of the term. Failure of either party to continue this bond beyond the Term shall not be considered a default hereof. If either party elects not to continue this bond beyond the expiration of the Term, the Surety or the Principal, as the case may be, shall provide to the other party written notice of its intent not to continue this bond at least sixty (60) days prior to the expiration of the Term. If the Surety and Principal agree to continue the bond beyond the Term, the 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 Obligee, commencing on the day after the expiration of the Term. Such rider shall increase the penal sum of $1,400,000 in the amount of $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 or cancelled.

3. In the event of a Notice of Default (i.e. an order or public notice, or notice of action taken) issued by the FCC to the Principal and the Surety accepting the surrender of the Authorization by Principal or announcing the cancellation of the Authorization by the FCC, 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 February 9, 2017 until the date when the Authorization is surrendered or cancelled. 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 amount calculated pursuant to this formula 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 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
436 Walnut Street WA06T
Philadelphia, PA 19106

To the Principal:

SES DTH do Brasil Ltda
1129 20th St. NW, Suite 1000
Washington, DC 20036

With a required copy to:

Nancy Eskenazi
1129 20th St. NW, Suite 1000
Washington, DC 20036

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.

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 a maximum penal sum amount of Three Million and No/100 U.S. Dollars (\$3,000,000.00)

PROVIDED FURTHER, that this bond shall be effective during the Term, and shall cease at such time as the FCC Confirms that the Principal has satisfied the condition set forth in paragraph 1 above, unless earlier cancelled as provided herein.

Signed and sealed this 9th day of March, 2017.

Principal: SES DTH do Brasil Ltda

By: Edson José de Vito Jr

(Title) DIRETOR

(Witness)

Surety: Westchester Fire Insurance Company

By: Mary Y. Volmar

Mary Y. Volmar, Attorney-In-Fact

Sandy McElhaney

Sandy McElhaney (Witness)

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Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY,** a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Carolyn E Wheeler, Joy M Williams, Julie Karnes, Loretta M Jones, Mary Y Volmar, Rachel A Chaveriat, Sandra G King, Tara W Mealer, Vicki Nobinger, all of the City of KNOXVILLE, Tennessee, 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 Five million dollars & zero cents ($5,000,000.00) 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 18 day of August 2016.

WESTCHESTER FIRE INSURANCE COMPANY

WESTCHESTER FIRE INSURANCE CO.

Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 18 day of August, AD. 2016 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.

KAREN E. BRANDT NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 25, 2018

Karen E Brandt

Notary Public

I, the undersigned Assistant Secretary of the **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 Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of March, 2017

WESTCHESTER FIRE INSURANCE CO.

William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER March 07, 2018

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