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November 2, 2018

FILED ELECTRONICALLY VIA IBFS
Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: BlackSky Global LLC
FCC File No. SAT-LOA-20180320-00023 (S3032)
Submission of Performance Bond

Dear Ms. Dortch:

BlackSky Global LLC ("BlackSky"), by its counsel and in accordance with 47 CFR §25.165, hereby submits the attached bond. On October 3, 2018, the International Bureau granted BlackSky's application for licensing of a non-geostationary orbit Earth Exploration Satellite Service system. Pursuant to paragraph 11(a) of the Attachment to Grant,[1] BlackSky hereby submits the attached bond.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

Jonathan L. Wiener
Counsel to BlackSky Global LLC

Attachment (Bond No. US00087193SU18A)

[1] *BlackSky Global, LLC, IBFS File No. SAT-LOA-20180320-00023, FCC Call sign S3032*, Attachment to Stamp Grant Corrected on October 23, 2018.

This bond is executed in Duplicate

Bond No. US00087193SU18A

Satellite License Continuous Bond

KNOW ALL MEN BY THESE PRESENTS, that we BlackSky Global LLC as Principal, and XL Specialty Insurance Company a Delaware corporation, as Surety, are held and firmly bound unto the United States Treasury, as Obligee, in the maximum penal sum of **One-million six-hunderd seventy thousand ($1,670,000) U. S. Dollars** as such 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 a grant from the Federal Communications Commission ("FCC") for authority to construct, deploy and operate a constellation of up to 4 technically identical Non-Geostationary Satellite space stations pursuant to its application, IBFS File No. SAT-LOA-20180320-00023, Call Sign S3032, in accordance with the terms and conditions set forth in the conditions attached to its authorization originally granted by the FCC on October 3, 2018, and corrected on October 23, 2018 (the "Authorization"), including the filing of this bond with the FCC pursuant to 47 CFR §§25.165(a)(1) & (b) of the FCC's rules; 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. 50% of the maximum number of Non-Geostationary Satellites authorized by the FCC (under the Authorization the number of satellites in question is 50% of four (4), *i.e.*, two (2)), 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 October 3, 2024) (the "Milestone"):

2. Upon completion of the Milestone specified in paragraph 1 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, will 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 form 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 the 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 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 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 carrier:

To the Surety:	XL Specialty Insurance Company Attn: Commercial bonds Claims 505 Eagleview Blvd. Exton, PA 19341
To the Principal:	BlackSky Global LLC Attn: Mr. Peter Hisken 1505 Westlake Ave. North Suite 600 Seattle, WA 98109
With a copy to:	Goldberg, Godles, Wiener & Wright LLP Attn: Mr. Jonathan Wiener 1025 Connecticut Avenue. Suite 1000 Washington, D.C. 20036

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 current outstanding maximum penal sum pursuant to the terms and conditions set forth above.

PROVIDED FURTHER, that this bond shall be effective on the 2nd day of November 2018, and shall cease at such time as the FCC confirms that the Principal has satisfied all conditions of the Authorization set forth in Paragraph 1 above, unless earlier cancelled as provided herein.

Signed, sealed and dated the 2nd day of November, 2018.

Principal: BlackSky Global LLC

By: ______________________

Name: Mr. Peter Hisken
Title: Senior Legal Counsel

BLACKSKY GLOBAL LLC
SEAL
EST. 2013
DELAWARE

Surety: XL Specialty Insurance Company

By: ______________________

Name: Grace Freed-Brown
Title: Attorney-in-Fact

XL CATLIN

Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.
Greenwich Insurance Company

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL 1601854

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, , do hereby nominate, constitute, and appoint:

Rebecca C. Shalhoub, Grace Freed-Brown, Jayson Gogel, Maria L. Duhart, Kevin M. Mirsch, Kelly Michka, Mark A. Sacco, Patrick Dougherty, Matt Cook, Stephanie L. Miller

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, , for the penal sum of no one of which is in any event to exceed $UNLIMITED.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 15th day of March 2011.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this August 8th, 2018.

XL SPECIALTY INSURANCE COMPANY CORPORATE SEAL DELAWARE

GREENWICH INSURANCE COMPANY CORPORATE SEAL DELAWARE

XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

by:

Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest:

Kevin M. Mirsch, ASSISTANT SECRETARY

On this 8th day of August, 2018, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Rebecca C. Shalhoub, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rebecca C. Shalhoub, NOTARY PUBLIC

SB0042