

## INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* <u>Aguirre Sergio A.</u>	2. Date of Event Requiring Statement (Month/Day/Year) 05/01/2018	3. Issuer Name and Ticker or Trading Symbol <u>Gogo Inc. [ GOGO ]</u>	
		4. Relationship of Reporting Person(s) to Issuer (Check all applicable) Director 10% Owner <input checked="" type="checkbox"/> Officer (give title below) Other (specify below) <u>President, BA division</u>	5. If Amendment, Date of Original Filed (Month/Day/Year)
(Last) (First) (Middle) <u>111 N. CANAL STREET</u>			6. Individual or Joint/Group Filing (Check Applicable Line) <input checked="" type="checkbox"/> Form filed by One Reporting Person Form filed by More than One Reporting Person
(Street) <u>CHICAGO IL 60606</u>			
(City) (State) (Zip)			

## Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security (Instr. 4)	2. Amount of Securities Beneficially Owned (Instr. 4)	3. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	4. Nature of Indirect Beneficial Ownership (Instr. 5)
<u>Common Stock</u>	<u>4,720</u>	<u>D</u>	

## Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exercisable and Expiration Date (Month/Day/Year)		3. Title and Amount of Securities Underlying Derivative Security (Instr. 4)	4. Conversion or Exercise Price of Derivative Security	5. Ownership Form: Direct (D) or Indirect (I) (Instr. 5)	6. Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exercisable	Expiration Date				
<u>Options (Right to Buy)</u>	<u>(1)</u>	<u>12/14/2021</u>	<u>Common Stock</u>	<u>5,150</u>	<u>17.78</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(2)</u>	<u>06/10/2023</u>	<u>Common Stock</u>	<u>2,575</u>	<u>18.72</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(3)</u>	<u>05/30/2024</u>	<u>Common Stock</u>	<u>11,426</u>	<u>18.09</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(4)</u>	<u>05/26/2025</u>	<u>Common Stock</u>	<u>10,000</u>	<u>21.45</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(5)</u>	<u>06/24/2026</u>	<u>Common Stock</u>	<u>27,800</u>	<u>8.37</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(6)</u>	<u>03/14/2027</u>	<u>Common Stock</u>	<u>23,000</u>	<u>11.96</u>	<u>D</u>
<u>Options (Right to Buy)</u>	<u>(7)</u>	<u>02/17/2028</u>	<u>Common Stock</u>	<u>19,575</u>	<u>10.23</u>	<u>D</u>
<u>Performance Options (Right to Buy)</u>	<u>(8)</u>	<u>06/24/2026</u>	<u>Common Stock</u>	<u>2,900</u>	<u>8.37</u>	<u>D</u>
<u>Performance Options (Right to Buy)</u>	<u>(9)</u>	<u>06/24/2026</u>	<u>Common Stock</u>	<u>2,900</u>	<u>8.37</u>	<u>D</u>
<u>Performance Options (Right to Buy)</u>	<u>(10)</u>	<u>03/14/2027</u>	<u>Common Stock</u>	<u>7,710</u>	<u>11.96</u>	<u>D</u>
<u>Performance Options (Right to Buy)</u>	<u>(11)</u>	<u>02/17/2028</u>	<u>Common Stock</u>	<u>6,525</u>	<u>10.23</u>	<u>D</u>
<u>Restricted Stock Units</u>	<u>(12)</u>	<u>(12)</u>	<u>Common Stock</u>	<u>1,243</u>	<u>(13)</u>	<u>D</u>
<u>Restricted Stock Units</u>	<u>(14)</u>	<u>(14)</u>	<u>Common Stock</u>	<u>1,900</u>	<u>(13)</u>	<u>D</u>
<u>Restricted Stock Units</u>	<u>(15)</u>	<u>(15)</u>	<u>Common Stock</u>	<u>2,625</u>	<u>(13)</u>	<u>D</u>
<u>Restricted Stock Units</u>	<u>(16)</u>	<u>(16)</u>	<u>Common Stock</u>	<u>2,182</u>	<u>(13)</u>	<u>D</u>
<u>Restricted Stock Units</u>	<u>(17)</u>	<u>(17)</u>	<u>Common Stock</u>	<u>2,925</u>	<u>(13)</u>	<u>D</u>
<u>Performance Restricted Stock Units</u>	<u>(18)</u>	<u>(18)</u>	<u>Common Stock</u>	<u>350</u>	<u>(19)</u>	<u>D</u>
<u>Performance Restricted Stock Units</u>	<u>(20)</u>	<u>(20)</u>	<u>Common Stock</u>	<u>350</u>	<u>(19)</u>	<u>D</u>
<u>Performance Restricted Stock Units</u>	<u>(21)</u>	<u>(21)</u>	<u>Common Stock</u>	<u>330</u>	<u>(19)</u>	<u>D</u>
<u>Performance Restricted Stock Units</u>	<u>(22)</u>	<u>(22)</u>	<u>Common Stock</u>	<u>375</u>	<u>(19)</u>	<u>D</u>

## Explanation of Responses:

- These options were granted on December 14, 2011 and become exercisable in four installments on each of December 14, 2012, 2013, 2014 and 2015. All of these options are currently vested and exercisable.
- These options were granted on June 10, 2013 and become exercisable in four installments on each of June 10, 2014, 2015, 2016 and 2017. All of these options are currently vested and exercisable.
- These options were granted on May 30, 2014 and are scheduled to vest and become exercisable in four equal annual installments on the first four anniversaries of the grant date, subject to continued employment of the Company. 8,570 of these options are currently vested and exercisable.
- These options were granted on May 26, 2015 and are scheduled to vest and become exercisable in four equal annual installments on the first four anniversaries of the grant date, subject to continued employment of the Company. 5,000 of these options are currently vested and exercisable.

5. These options were granted on June 24, 2016 and are scheduled to vest and become exercisable in four equal annual installments on the first four anniversaries of May 26, 2016, subject to continued employment of the Company. 6,950 of these options are currently vested and exercisable.
6. These options were granted on March 14, 2017 and are scheduled to vest and become exercisable in four equal annual installments on the first four anniversaries of the grant date, subject to continued employment of the Company. 5,750 of these options are currently vested and exercisable.
7. These options were granted on February 17, 2018 and are scheduled to vest and become exercisable in four equal annual installments on the first four anniversaries of the grant date, subject to continued employment of the Company.
8. The performance options vest and become exercisable when they have both time vested and performance vested as follows: (i) the performance options time vest in equal annual installments on the first four anniversaries of May 26, 2016 and (ii) the performance options performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of May 26, 2016 equals or exceeds \$21 for a period of 30 consecutive trading days. Any performance option that has not performance vested by May 26, 2020 shall be forfeited.
9. The performance options vest and become exercisable when they have both time vested and performance vested as follows: (i) the performance options time vest in equal annual installments on the first four anniversaries of May 26, 2016 and (ii) the performance options performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of May 26, 2016 equals or exceeds \$28 for a period of 30 consecutive trading days. Any performance option that has not performance vested by May 26, 2020 shall be forfeited.
10. The performance options vest and become exercisable when they have both time vested and performance vested as follows: (i) the performance options time vest in equal annual installments on the first four anniversaries of March 14, 2017 and (ii) the performance options performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of March 14, 2017 equals or exceeds \$25 for a period of 30 consecutive trading days. Any performance option that has not performance vested by March 14, 2021 shall be forfeited.
11. The performance options vest and become exercisable when they have both time vested and performance vested as follows: (i) the performance options time vest in equal annual installments on the first four anniversaries of February 17, 2018 and (ii) the performance options performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of February 17, 2018 equals or exceeds \$25 for a period of 30 consecutive trading days. Any performance option that has not performance vested by February 17, 2022 shall be forfeited.
12. 4,975 restricted stock units were granted on May 30, 2014. 3,732 of these restricted stock units have vested and settled and 1,243 are scheduled to vest on May 30, 2018.
13. Each restricted stock unit represents the contingent right to receive one share of the Company's common stock or its equivalent value in cash.
14. 3,800 restricted stock units were granted on May 26, 2015. 1,900 of these restricted stock units have vested and settled and 1,900 are scheduled to vest ratably in equal installments on May 26, 2018 and May 26, 2019.
15. 3,500 restricted stock units were granted on June 24, 2016. 875 of these restricted stock units have vested and settled and 2,625 are scheduled to vest ratably in equal installments on May 26, 2018, May 26, 2019 and May 26, 2020.
16. 2,910 restricted stock units were granted on March 14, 2017. 728 of these restricted stock units have vested and settled and 2,182 are scheduled to vest ratably in equal installments on March 14, 2019, March 14, 2020 and March 14, 2021.
17. 2,925 restricted stock units were granted on February 17, 2018. 2,925 of these restricted stock units are scheduled to vest ratably in equal installments on February 17, 2019, February 17, 2020, February 17, 2021 and February 17, 2022.
18. The performance restricted stock units vest and are settled when they have both time vested and performance vested as follows: (i) the performance restricted stock units time vest in equal annual installments on the first four anniversaries of May 26, 2016 and (ii) the performance restricted stock units performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of May 26, 2016 equals or exceeds \$21 for a period of 30 consecutive trading days. Any performance restricted stock unit that has not performance vested by May 26, 2020 shall be forfeited.
19. Each performance restricted stock unit represents the contingent right to receive one share of the Company's common stock or its equivalent value in cash.
20. The performance restricted stock units vest and are settled when they have both time vested and performance vested as follows: (i) the performance restricted stock units time vest in equal annual installments on the first four anniversaries of May 26, 2016 and (ii) the performance restricted stock units performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of May 26, 2016 equals or exceeds \$28 for a period of 30 consecutive trading days. Any performance restricted stock unit that has not performance vested by May 26, 2020 shall be forfeited.
21. The performance restricted stock units vest and are settled when they have both time vested and performance vested as follows: (i) the performance restricted stock units time vest in equal annual installments on the first four anniversaries of March 14, 2017 and (ii) the performance restricted stock units performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of March 14, 2017 equals or exceeds \$25 for a period of 30 consecutive trading days. Any performance restricted stock unit that has not performance vested by March 14, 2021 shall be forfeited.
22. The performance restricted stock units vest and are settled when they have both time vested and performance vested as follows: (i) the performance restricted stock units time vest in equal annual installments on the first four anniversaries of February 17, 2018 and (ii) the performance restricted stock units performance vest at such time, if any, as the per share closing price of Gogo common stock on the NASDAQ market during the period beginning on the grant date and ending on the fourth anniversary of February 17, 2018 equals or exceeds \$25 for a period of 30 consecutive trading days. Any performance restricted stock unit that has not performance vested by February 17, 2022 shall be forfeited.

**Remarks:**

/s/ Margee Elias, Attorney-in- 05/08/2018  
Fact for Sergio A. Aguirre

\*\* Signature of Reporting Person      Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

\* If the form is filed by more than one reporting person, see Instruction 5 (b)(v).

\*\* Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

**Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.**

POWER OF ATTORNEY FOR  
SECTION 16 REPORTING OBLIGATIONS

Know all by these presents, that the undersigned's hereby makes, constitutes and appoints Margee Elias, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned, in the undersigned's capacity as an Officer and/or Director of Gogo Inc. (the "Company"), (i) Forms 3, 4 and 5 and any other forms required to be filed in accordance with Section 16(a) of the Securities and Exchange Act of 1934 (the "Exchange Act") and the rules thereunder (a "Section 16 Form"), and (ii) a Form ID and any other other forms required to be filed or submitted in accordance with Regulation S-T promulgated by the United States Securities and Exchange Commission (or any successor provision) in order to file a Section 16 Form electronically (a "Form ID", and together with a Section 16 Form, the "Forms and Schedules");

(2) do and perform any and all other acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Forms and Schedules, complete and execute any amendment or amendments thereto, and timely file such Forms and Schedules with the United States Securities and Exchange Commission and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as he or she may approve in his or her discretion.

The undersigned acknowledges that:

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or his or her substitute or substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that such attorney-in-fact is serving in such capacity at the request of the undersigned, and is not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 16 of the Exchange Act.

The Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file any Forms and Schedules with respect to the undersigned's holdings of and transactions in securities issued by the Company, unless earlier revoked by the undersigned in a signed writing delivered to each such attorney-in-fact.

From and after the date hereof, any Power of Attorney previously granted by the undersigned concerning the subject matter hereof is hereby revoked.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 23 day of April, 2018.

By: /s/ Sergio A. Aguirre  
Sergio A. Aguirre