

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

---

**FORM 8-K**

---

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): May 3, 2019**

---

**GOGO INC.**

(Exact name of registrant as specified in its charter)

---

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-35975**  
(Commission  
File Number)

**27-1650905**  
(IRS Employer  
Identification No.)

**111 North Canal St., Suite 1500**  
**Chicago, IL**  
(Address of principal executive offices)

**60606**  
(Zip Code)

**Registrant's telephone number, including area code: 312-517-5000**

**Not Applicable**

(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the Registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of Class	Trading Symbol	Name of Each Exchange on Which Registered
Common stock, par value \$0.0001 per share	Gogo	NASDAQ Global Select Market

---

---

## Item 1.01 Entry into a Material Definitive Agreement

On April 30, 2019, Gogo Inc. (“Gogo”) commenced the solicitation of consents from holders of a majority of the outstanding principal amount of the 9.875% Senior Secured Notes due 2024 (the “Notes”), excluding Notes held by the Issuers (as defined herein) or any affiliates of the Issuers, issued by Gogo Intermediate Holdings LLC, a direct wholly-owned subsidiary of Gogo (the “Issuer”), and Gogo Finance Co. Inc., an indirect wholly-owned subsidiary of Gogo (the “Co-Issuer” and, together with the Issuer, the “Issuers”), to effect certain amendments to the Indenture (as defined below). As of May 3, 2019, holders of a majority of the outstanding principal amount of the Notes, excluding Notes held by the Issuers or any affiliates of the Issuers, have delivered consents to such proposed amendments.

On May 3, 2019, Gogo entered into the first supplemental indenture (the “First Supplemental Indenture”) to the indenture, dated as of April 25, 2019, among the Issuers, the guarantors party thereto and U.S. Bank National Association as trustee (the “Trustee”) and collateral agent, (the “Indenture”), to increase the amount of indebtedness under Credit Facilities (as defined in the Indenture) that may be incurred by the Issuer or the Subsidiary Guarantors (as defined in the Indenture) by \$20 million in aggregate principal amount (the “Indenture Amendment”). The First Supplemental Indenture became effective immediately upon execution.

The First Supplemental Indenture is attached hereto as Exhibit 4.1. The foregoing description of the First Supplemental Indenture is qualified in its entirety by reference to the full text of the First Supplemental Indenture, which is incorporated herein by reference.

## Item 8.01 Other Events

On May 3, 2019, Gogo issued a press release announcing the launch by the Issuers of \$20 million aggregate principal amount of additional Notes (the “Additional Notes”). The Additional Notes are being offered and sold in a private offering exempt from the registration requirements of the Securities Act. A copy of the press release is filed herewith as Exhibit 99.1 and is incorporated herein by reference.

This report does not constitute an offer to sell or a solicitation of an offer to buy the Additional Notes. The Additional Notes have not been registered under the Securities Act or the securities laws of any other jurisdiction and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

## Item 9.01 Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">First Supplemental Indenture, dated as of May 3, 2019, by and among Gogo Intermediate Holdings LLC, Gogo Finance Co. Inc., each of the guarantors party thereto and U.S. Bank National Association, as trustee.</a>
99.1	<a href="#">Press Release dated May 3, 2019</a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

GOGO INC.

**By:** /s/ Barry Rowan

Barry Rowan

Executive Vice President and Chief Financial Officer

Date: May 3, 2019

GOGO INTERMEDIATE HOLDINGS LLC  
GOGO FINANCE CO. INC.  
AND EACH OF THE GUARANTORS PARTY HERETO  
9.875% SENIOR SECURED NOTES DUE 2024

---

FIRST SUPPLEMENTAL INDENTURE

Dated as of May 3, 2019

---

U.S. Bank National Association  
as Trustee

---

FIRST SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of May 3, 2019, among Gogo Intermediate Holdings LLC, a Delaware limited liability company, and Gogo Finance Co. Inc., a Delaware corporation (together, the "Issuers"), the other Guarantors (as defined in the Indenture referred to herein) and U.S. Bank National Association, as trustee under the Indenture referred to below (the "Trustee").

W I T N E S S E T H

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of April 25, 2019, providing for the issuance of 9.875% Senior Secured Notes due 2024 (the "notes");

WHEREAS, the Issuers have solicited (the "Consent Solicitation") the consent of the Holders of the notes to the execution and delivery of a supplemental indenture to effect the amendments to the Indenture contemplated by Article I hereto (the "Amendments");

WHEREAS, Section 9.02 of the Indenture provides that the Issuers, the Guarantors and the Trustee may amend or supplement the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of notes then outstanding (the "Requisite Consents");

WHEREAS, the Holders, constituting Holders of at least a majority in aggregate principal amount of the notes (but not including outstanding Affiliate Notes) outstanding as of 5:00 p.m., New York City time, on April 25, 2019 (the "Record Date"), have approved this Supplemental Indenture;

WHEREAS, the Issuers have requested and hereby request that the Trustee execute and deliver this Supplemental Indenture; and

WHEREAS, the execution and delivery of this Supplemental Indenture have been duly authorized by the Issuers and all conditions and requirements necessary to make this instrument a valid and binding agreement have been duly performed and complied with.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuers, the Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the notes as follows:

**ARTICLE I**

**AMENDMENT OF INDENTURE**

1.1. Section 4.09(b)(1) of the Indenture is hereby amended and restated in its entirety as following:

“Indebtedness Incurred by the Company and/or Subsidiary Guarantors under Credit Facilities (including the notes issued on the Issue Date under the terms of this Indenture) (and any Refinancing Indebtedness in respect thereof) in an aggregate principal amount outstanding under this clause (1) not to exceed the greater of (x) the sum of (A) the principal amount of the notes issued on the Issue Date and (B) \$20.0 million and (y) an aggregate principal amount of Indebtedness that at the time of Incurrence does not cause, on the date of Incurrence of such Indebtedness, after giving effect to the Incurrence of such Indebtedness and the receipt and application of the proceeds therefrom, the Secured Leverage Ratio of the Company to exceed 4.0:1 and any Refinancing Indebtedness with respect to such Indebtedness; *provided*, that no Restricted Subsidiary that is not a Subsidiary Guarantor may guarantee, be an obligor under, or provide Credit Support for, Indebtedness Incurred under this clause (1) to refinance, refund or replace the notes or the Guarantees;”

1.2. CAPITALIZED TERMS. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

## ARTICLE II

### MISCELLEANOUS PROVISIONS

2.1. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of the Issuers or any Guarantor, as such, will have any liability for any obligations of the Issuers or the Guarantors under the notes, this Indenture, the Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

2.2. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS SUPPLEMENTAL INDENTURE WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

2.3. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture, including the Guarantees of the Issuers' Obligations thereunder, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect.

This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder heretofore or hereafter authenticated and delivered shall be bound hereby.

2.4. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

2.5. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not affect the construction hereof.

2.6. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Issuers. The rights, protections, indemnities and immunities of the Trustee and its agents as enumerated under the Indenture and Collateral Agreement are incorporated by reference into this Supplemental Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated: May 3, 2019

**ISSUERS**

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

GOGO FINANCE CO. INC.

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

**GUARANTORS**

GOGO INC.

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President and, General Counsel and Secretary

AC BIDCO LLC

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President and, General Counsel and Secretary



GOGO LLC

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

GOGO BUSINESS AVIATION LLC

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

GOGO INTERNATIONAL HOLDINGS LLC

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

GOGO CONNECTIVITY LTD.

By: /s/ Marguerite Elias

Name: Marguerite Elias

Title: Executive Vice President, General Counsel and Secretary

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Linda Garcia  
Authorized Signatory

---

**Investor Relations Contact:**

William Davis  
312-517-5725  
ir@gogoair.com

**Media Relations Contact:**

Meredith Payette  
312-517-6216  
pr@gogoair.com

**Gogo Inc. Announces Launch of \$20 Million Senior Secured Notes Offering**

**Chicago, IL, May 3, 2019** — Gogo Inc. (NASDAQ: GOGO) announced the commencement of a private offering of \$20 million aggregate principal amount of additional 9.875% senior secured notes due 2024 (the “Additional Notes”) to be issued by its direct wholly owned subsidiary, Gogo Intermediate Holdings LLC (“Holdings LLC”), and its indirect wholly owned subsidiary, Gogo Finance Co. Inc. (the “Co-Issuer” and, together with Holdings LLC, the “Issuers”). The initial 9.875% Senior Secured Notes due 2024 were issued in an aggregate principal amount of \$905 million on April 25, 2019 (the “Initial Notes” and together with the Additional Notes, the “Notes”). On May 3, 2019, the Issuers obtained the consent of the majority of the holders of the Initial Notes (excluding Initial Notes held by the Issuers or any affiliates of the Issuers) to amend the indenture that governs the Initial Notes to increase the amount of indebtedness under Credit Facilities (as defined in the indenture) that may be incurred by \$20 million. The Additional Notes and the Initial Notes will be treated as the same series for all purposes under the indenture and collateral agreements that govern the Initial Notes and will govern the Additional Notes. The Additional Notes will be guaranteed on a senior secured basis by Gogo Inc. and all of Holdings LLC’s existing and future restricted subsidiaries (other than the Co-Issuer), subject to certain exceptions (collectively, the “Guarantors”). The Additional Notes and the related guarantees will be secured by first-priority liens (subject to certain exceptions) on substantially all of the Issuers’ and the Guarantors’ assets, including pledged equity interests of the Issuers and (subject to certain exceptions) all of Holdings LLC’s existing and future restricted subsidiaries guaranteeing the Notes, except for certain excluded assets and subject to permitted liens. There can be no assurance that the proposed offering of Additional Notes will be completed.

The Issuers intend to use the net proceeds from the sale of the Additional Notes for general corporate purposes.

The Additional Notes and the guarantees will be offered in a private offering exempt from the registration requirements of the United States Securities Act of 1933, as amended (the “Securities Act”). The Additional Notes and the guarantees will be offered only to qualified institutional buyers pursuant to Rule 144A under the Securities Act and to non-U.S. persons outside the United States in reliance on Regulation S under the Securities Act.

The Additional Notes and the guarantees have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state laws.

This press release is for informational purposes only and is not an offer to sell or purchase nor the solicitation of an offer to sell or purchase securities and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which, or to any person to whom, such an offer, solicitation or sale would be unlawful.

### **Forward-Looking Statements**

This press release includes forward-looking statements regarding Gogo's financing plans and intended use of proceeds. Such statements, as well as Gogo's future financial condition and future results of operations, are subject to certain risks and uncertainties including, without limitation, risks related to whether the financing transaction will be consummated on the expected terms, or at all, market and other general economic conditions, whether the conditions required to close the financing transaction will be satisfied, and the fact that Gogo's management will have discretion in the use of proceeds.

Gogo's forward-looking statements also involve assumptions that, if they never materialize or prove correct, could cause its results to differ materially from those expressed or implied by such forward-looking statements. These and other risks concerning Gogo and its businesses are described in additional detail in its Annual Report on Form 10-K for the year ended December 31, 2018 and other filings made by Gogo with the Securities and Exchange Commission.

Any one of these factors or a combination of these factors could materially affect Gogo's financial condition or future results of operations, and could influence whether any forward-looking statements contained in this press release ultimately prove to be accurate. Gogo's forward-looking statements are not guarantees of future performance, and you should not place undue reliance on them. All forward-looking statements speak only as of the date made and Gogo undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.