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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

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**FORM 8-K**

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

**Date of Report (Date of earliest event reported): September 20, 2017**

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**GOGO INC.**

(Exact name of registrant as specified in its charter)

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

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

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

**111 North Canal, 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)

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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.

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**Item 1.01 Entry into a Material Definitive Agreement**

On September 20, 2017, Gogo Inc. (“Gogo”) announced that with respect to the previously announced consent solicitation with respect to the 12.500% Senior Secured Notes due 2022 (the “Notes”) 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”), 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 the proposed amendment to the indenture and collateral agreement governing the Notes as of the Expiration Date.

On September 20, 2017, Gogo entered into the first supplemental indenture (the “Supplemental Indenture”) to the indenture, dated as of June 14, 2016 (as supplemented and amended, the “Indenture”), among the Issuers, the guarantors party thereto and U.S. Bank National Association, as trustee and collateral agent, to (i) increase the amount of additional secured indebtedness under Credit Facilities (as defined in the Indenture) that may be incurred by the Issuer and its Restricted Subsidiaries (as defined in the Indenture) under the Indenture by \$100 million (from \$75 million to \$175 million in aggregate principal amount), (ii) permit the Issuer and its Restricted Subsidiaries to incur additional secured indebtedness in connection with vendor financing arrangements not to exceed \$50 million in aggregate principal amount at any time outstanding and (iii) permit the Issuer and its Restricted Subsidiaries to make additional dividends or distributions to Gogo in an aggregate amount of up to \$15 million during any twelve-month period to pay interest on any indebtedness or preferred stock with a maturity later than July 1, 2022 (collectively, the “Indenture Amendments”). The purpose of the Indenture Amendments is to provide Gogo with additional flexibility under the Indenture to opportunistically raise additional financing and to facilitate the growth of Gogo’s business. The Supplemental Indenture became effective immediately upon execution.

On September 20, 2017, Gogo entered into the collateral agreement amendment (the “CAA”), which amended the collateral agreement, dated as of June 14, 2016 (as supplemented and amended, the “Collateral Agreement”), made by the Issuers, Gogo and the grantors party thereto in favor of U.S. Bank National Association, as collateral agent, to eliminate the requirement to provide notice upon obtaining an ownership interest in, obtaining an exclusive license to or filing any application for the registration or issuance of intellectual property with any intellectual property office outside the United States or Canada (the “Collateral Agreement Amendments” and, together with the Indenture Amendments, the “Amendments”). The purpose of the Collateral Agreement Amendments is to reduce the administrative burden on Gogo and its subsidiaries with respect to foreign intellectual property-related matters. The CAA became effective immediately upon execution.

Within 10 business days of 5:00 p.m., New York City time, on September 20, 2017 (the “Expiration Date”), the Issuer will pay, or cause to be paid, to each Note holder who validly delivered (and did not validly revoke) a valid consent as of the Expiration Date a cash payment of \$2.50 for each \$1,000 of principal amount of Notes in respect of which such consent was delivered (the “Consent Payment”).

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

The CAA is attached hereto as Exhibit 4.2. The foregoing description of the CAA is qualified in its entirety by reference to the full text of the CAA, which is incorporated herein by reference.

**Item 7.01 Regulation FD Disclosure**

On September 20, 2017, Gogo announced the results of the consent solicitation with respect to the Notes. A copy of Gogo's press release is attached as Exhibit 99.1 and incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#"><u>First Supplemental Indenture, dated as of September 20, 2017, 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.</u></a>
4.2	<a href="#"><u>Collateral Agreement Amendment, dated as of September 20, 2017, made by Gogo Inc., Gogo Intermediate Holdings LLC, Gogo Finance Co. Inc. and certain of their Subsidiaries in favor of U.S. Bank National Association, as collateral agent.</u></a>
99.1	<a href="#"><u>Press Release of Gogo Inc., dated September 20, 2017</u></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: September 20, 2017

GOGO INTERMEDIATE HOLDINGS LLC  
GOGO FINANCE CO. INC.  
AND EACH OF THE GUARANTORS PARTY HERETO  
12.500% SENIOR SECURED NOTES DUE 2022

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FIRST SUPPLEMENTAL INDENTURE

Dated as of September 20, 2017

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U.S. Bank National Association  
as Trustee

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FIRST SUPPLEMENTAL INDENTURE (this "*Supplemental Indenture*"), dated as of September 20, 2017, 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*").

WITNESSETH

WHEREAS, the Issuers have heretofore executed and delivered to the Trustee an indenture (the "*Indenture*"), dated as of June 14, 2016 providing for the issuance of 12.500% Senior Secured Notes due 2022 (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, in connection with the Consent Solicitation, Holders that have validly delivered, and have not validly revoked, consents on a timely basis (the "Consenting Holders") are entitled to receive a consent payment (the "Consent Payment") with respect to the notes in respect of which they have validly consented, payable if all conditions to the Consent Solicitation are satisfied or waived by the Issuers;

WHEREAS, the Holders that have approved this Supplemental Indenture constitute Holders of at least a majority in aggregate principal amount of the notes outstanding as of 5:00 p.m., New York City time, on September 13, 2017 (the "Record Date");

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

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. The definition of “Permitted Liens” in Section 1.01 of the Indenture is hereby amended and restated to replace the “[Reserved]” appearing in clause (a)(8) thereof with the following:

“Liens securing Indebtedness incurred pursuant to Section 4.09(b)(11), which Liens do not extend to or cover any property or assets of the Company or any Restricted Subsidiary other than the property or assets acquired pursuant to such Vendor Financing Arrangement;”

1.2 The following definition is hereby added, in proper alphabetical order, to Section 1.01 of the Indenture:

“*Vendor Financing Arrangement*” means any supply chain financing arrangement, structured vendor payable program, payables financing arrangement, reverse factoring arrangement or any other similar arrangement or program pursuant to which the Company or any of its Restricted Subsidiaries provides a vendor an option to factor such vendor’s receivables from the Company or such Restricted Subsidiary to a bank or financial institution, in each case, with respect to property or assets used in the ordinary course of the Company’s or its Restricted Subsidiaries’ business.”

1.3. Clause (b)(12) of Section 4.07 of the Indenture is hereby amended and restated as following:

“any Restricted Payment constituting Indebtedness permitted under Section 4.09(b)(11) hereof”

1.4. Clause (b)(14) of Section 4.07 of the Indenture is hereby amended and restated as following:

“(14) so long as no Event of Default specified in clause (1), (2), (7) or (8) of Section 6.01 hereof has occurred and is continuing, (A) dividends or distributions to Parent in an amount necessary to pay interest (or, for Preferred Stock, dividends) on the Existing Convertible Notes or any Indebtedness that is incurred or Preferred Stock that is issued to refinance, replace, renew or refund the Existing Convertible Notes (in full or in part, on one or more occasions and from time to time), in an aggregate amount during any twelve-month period that

does not exceed (i) if tested during the period beginning on the Issue Date and ending on the last day of the twelfth full fiscal quarter following the Issue Date, \$14.0 million; or (ii) if tested during the period beginning on the first day of the thirteenth full fiscal quarter following the Issue Date, the greater of (x) \$14.0 million and (y) 20% of Consolidated EBITDA of the Company for the then most recent four fiscal quarters ending prior to the Transaction Date for which financial statements of the Company are available and (B) dividends or distributions to Parent in an aggregate amount equal to \$15.0 million to pay interest on any Indebtedness or Preferred Stock having a scheduled maturity that is later than the Stated Maturity of the notes; or”

1.5. Section 4.09 of the Indenture is hereby amended as following.

(a) Replacing the reference to “\$75.0 million” appearing in clause (b)(1) thereof with “\$175.0 million”;

(b) Replacing the “; and” appearing in clause (b)(9) thereof with “;”;

(c) Replacing the “\$20.0 million.” appearing in clause (b)(10) thereof with “\$20.0 million; and”;

(d) Replacing the “clause (2) or (8)” appearing in clause (b)(4) thereof with “clause (2), (8) or (11)”;

(e) Adding the following as a new clause (11) of clause (b) thereof:

“(11) Indebtedness incurred pursuant to any Vendor Financing Arrangement in an aggregate principal amount (taken together with any Indebtedness incurred pursuant to clause (4) above in respect thereof) not to exceed \$50.0 million at any one time outstanding.”

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

## ARTICLE II

### MISCELLANEOUS 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. 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.

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

2.5. 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: September 20, 2017

**ISSUERS**

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

GOGO FINANCE CO. INC.

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

**GUARANTORS**

GOGO INC.

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

AC BIDCO LLC

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

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GOGO LLC

By: /s/ Barry Rowan

Name: Barry Rowan

Title: Executive Vice President and  
Chief Financial Officer

GOGO BUSINESS AVIATION LLC

By: /s/ Barry Rowan

Name: Barry Rowan

Title: Executive Vice President and  
Chief Financial Officer

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: /s/ Linda Garcia  
Authorized Signatory

## AMENDMENT NUMBER 1 TO COLLATERAL AGREEMENT

AMENDMENT NUMBER 1 TO COLLATERAL AGREEMENT (the “*Amendment*”), dated as of September 20, 2017, among each of the grantors party hereto (the “*Grantors*”) and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its permitted successors and assigns in such capacity, the “*Collateral Agent*”). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement (as defined below) or the Collateral Agency Agreement (as defined below), as applicable.

W I T N E S S E T H :

WHEREAS, Gogo Intermediate Holdings LLC, a Delaware limited liability company, and Gogo Finance Co. Inc., a Delaware corporation (together, the “*Issuers*”) have heretofore executed and delivered to U.S. Bank National Association, as trustee (the “*Trustee*”) an indenture (the “*Indenture*”), dated as of June 14, 2016 providing for the issuance of 12.500% Senior Secured Notes due 2022 (the “*notes*”);

WHERE, in connection with the Indenture, the Grantors entered into (i) a collateral agreement (the “*Collateral Agreement*”), dated as of June 14, 2016, made by the Grantors in favor of the Collateral Agent and (ii) a collateral agency agreement (the “*Collateral Agency Agreement*”), dated as of June 14, 2016, among the Grantors, the Collateral Agent and the Trustee;

WHEREAS, the Issuers have solicited (the “*Consent Solicitation*”) the consent of the Holders (as defined in the Indenture) of the notes to the execution and delivery of an amendment to effect the amendment to the Collateral Agreement contemplated by Article I hereto (the “*Amendment*”);

WHEREAS, Section 9.1 of the Collateral Agreement provides that the Collateral Agreement may be amended with the written consent of the Grantors and the Collateral Agent (acting in accordance with Section 7.1 of the Collateral Agency Agreement);

WHEREAS, Section 7.1 of the Collateral Agency Agreement provides that amendments to any Security Document, including the Collateral Agreement, may become effective with the approval of the Collateral Agent acting as directed in writing by Holders of more than 50% of the aggregate principal amount of notes then outstanding (which direction shall constitute an Act of Required Secured Parties) (the “*Requisite Consents*”);

WHEREAS, in connection with the Consent Solicitation, Holders that have validly delivered, and have not validly revoked, consents on a timely basis are entitled to receive a consent payment with respect to the notes in respect of which they have validly consented, payable if all conditions to the Consent Solicitation are satisfied or waived by the Issuers;

WHEREAS, the Holders that have approved this Amendment constitute Holders of at least a majority in aggregate principal amount of the notes outstanding as of 5:00 p.m., New York City time, on September 13, 2017;

WHEREAS, the Grantors have requested and hereby request that the Collateral Agent execute and deliver this Amendment; and

WHEREAS, the execution and delivery of this Amendment have been duly authorized by the Grantors 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 Grantors and the Collateral Agent mutually covenant and agree for the equal and ratable benefit of the Priority Lien Secured Parties as follows:

## **ARTICLE I**

### **AMENDMENT OF COLLATERAL AGREEMENT**

1.1. Section 5.9(c) of the Collateral Agreement is hereby amended and replaced as follows:

(c) Such Grantor agrees that, (i) should it obtain an ownership interest in any item of Intellectual Property which is not now a part of the Collateral, (ii) should it obtain an exclusive license to any registered Copyright which is not now a part of the Collateral, (iii) should it (either by itself or through any agent, employee, licensee, or designee on such Grantor's behalf) file any application for the registration or issuance of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or agency in any other country or in any political subdivision of any of the foregoing, or (iv) should it file a Statement of Use or an Amendment to Allege Use with respect to any Intent-to-Use Application (collectively, the "After-Acquired Intellectual Property"), then the provisions of Section 3 shall automatically apply thereto, and any such After-Acquired Intellectual Property shall automatically become part of the Collateral, and, solely with respect to Intellectual Property registered or applied for in the United States or Canada, it shall give prompt written notice thereof (and, in any event, within 45 days after the relevant event) to the Collateral Agent, and, solely with respect to Intellectual

Property registered or applied for in the United States or Canada, it shall provide the Collateral Agent promptly (and, in any event, within 45 days after the relevant event) with an amended Schedule 6 and promptly (and, in any event, within 45 days after the relevant event) take the actions specified in Section 5.09(d) with respect thereto.

## ARTICLE II

### MISCELLEANOUS PROVISIONS

2.1. NO RECOURSE AGAINST OTHERS. No director, officer, employee, incorporator or stockholder of any Grantor, as such, will have any liability for any obligations of the Grantors under the notes, the Indenture, the Collateral Agreement, the Collateral Agency Agreement, the Guarantees (as defined in the Indenture) 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 AMENDMENT 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. COUNTERPARTS. The parties may sign any number of copies of this Amendment. Each signed copy shall be an original, but all of them together represent the same agreement.

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

2.5. THE COLLATERAL AGENT. The Collateral Agent shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Amendment or for or in respect of the recitals contained herein, all of which recitals are made solely by the Grantors. The Collateral Agent has entered into this Amendment based solely and in reliance on the Officer's Certificate attached hereto as Exhibit I. The rights, protections, indemnities and immunities of the Collateral Agent and its agents as enumerated under the Indenture and Collateral Agreement are incorporated by reference into this Amendment.

*[Signature pages follow]*

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

**GRANTORS**

GOGO INC.

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

GOGO FINANCE CO. INC.

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

AC BIDCo LLC

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

GOGO LLC

By: /s/ Barry Rowan  
Name: Barry Rowan  
Title: Executive Vice President and  
Chief Financial Officer

*[Signature Page to Amendment Number 1 to Collateral Agreement]*



GOGO BUSINESS AVIATION LLC

By: /s/ Barry Rowan

Name: Barry Rowan

Title: Executive Vice President and  
Chief Financial Officer

*[Signature Page to Amendment Number 1 to Collateral Agreement]*

**COLLATERAL AGENT**

U.S. BANK NATIONAL ASSOCIATION,

By: /s/ Linda Garcia  
Authorized Signatory

*[Signature Page to Amendment Number 1 to Collateral Agreement]*

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Exhibit I

Officer's Certificate

**GOGO INTERMEDIATE HOLDINGS LLC  
GOGO FINANCE CO. INC.**

Officer's Certificate Pursuant to the Collateral Agency Agreement

SEPTEMBER 20, 2017

The undersigned officers (each, an "Officer" and together, the "Officers") of each of Gogo Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), and Gogo Finance Co. Inc., a Delaware corporation ("Finance" and, together with Holdings, the "Companies"), hereby deliver this certificate (the "Officer's Certificate") pursuant to Section 7.1(c) of the Collateral Agency Agreement (the "Collateral Agency Agreement"), dated as of June 14, 2016 among the Companies, Gogo Inc. ("Gogo"), certain subsidiaries of each of the Companies and Gogo party thereto (together with the Issuers and Gogo, the "Grantors") and U.S. Bank National Association, as collateral agent (in such capacity "Collateral Agent") and trustee. All capitalized terms not defined herein shall have the meaning ascribed to them in the Collateral Agency Agreement.

Each Officer hereby certifies that:

SECTION 1. The undersigned have read the conditions provided for in the Security Documents relating to the execution and delivery of Amendment Number 1 to Collateral Agreement (the "Collateral Agreement Amendment"), to be dated as of the date hereof, among the Grantors and the Collateral Agent and in respect of compliance with which this certificate is being delivered.

SECTION 2. The undersigned have examined the relevant provisions of the Security Documents, the Collateral Agreement Amendment, the Certificate of D.F. King & Co., Inc., as tabulation agent, and such other documents, certificates and corporate or other records as the undersigned has deemed necessary or appropriate as a basis for the opinions hereinafter expressed.

SECTION 3. In the opinion of the undersigned, we have made such examination or investigation as is necessary to enable us to express an informed opinion as to whether or not such covenants and conditions have been complied with.

SECTION 4. In the opinion of the undersigned, such covenants and conditions have been complied with.

SECTION 5. The Collateral Agreement Amendment will not result in a breach of any provision or covenant contained in any of the Secured Debt Documents.

The undersigned acknowledges that the foregoing certification shall be relied upon by Debevoise & Plimpton LLP in connection with its opinion, dated the date hereof, delivered pursuant to the Collateral Agency Agreement.

*[Remainder of the page intentionally left blank.]*

SECTION 6. IN WITNESS WHEREOF, the undersigned has signed this certificate as of the date first written above.

**GOGO INTERMEDIATE HOLDINGS LLC**

By: /s/ Barry Rowan

Name: Barry Rowan

Title: Executive Vice President and  
Chief Financial Officer

**GOGO FINANCE CO. INC.**

By: /s/ Marguerite M. Elias

Name: Marguerite M. Elias

Title: Executive Vice President,  
General Counsel and Secretary

*[Signature Page to Officers' Certificate Pursuant to the Collateral Agency Agreement – Collateral Agreement Amendment]*

**Investor Relations Contact:**

Varvara Alva  
630-647-7460  
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**Media Relations Contact:**

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**Gogo Inc. Announces Successful Consent Solicitation with Respect to  
Senior Secured Notes due 2022**

**Chicago, Ill., September 20, 2017 /PRNewswire** – Gogo Inc. (“Gogo”) (NASDAQ: GOGO) today announced the expiration, at 5:00 p.m., New York City time, on September 20, 2017 (the “Expiration Date”), and results of, the previously announced consent solicitation with respect to the 12.500% senior secured notes due 2022 (the “Notes”) issued by Gogo’s direct wholly owned subsidiary, Gogo Intermediate Holdings LLC (the “Issuer”), and its indirect wholly owned subsidiary, Gogo Finance Co. Inc. (together with the Issuer, the “Issuers”).

As of the Expiration Date, the Issuers received consents from holders of at least a majority in aggregate principal amount of the Notes (excluding Notes held by the Issuers or any affiliates of the Issuers) as of 5:00 p.m., New York City time, on September 13, 2017.

In conjunction with receiving the requisite consents, the Issuers, Gogo and certain subsidiaries of the Issuer, as guarantors (Gogo and such subsidiaries, the “Guarantors”), and U.S. Bank National Association, as trustee (the “Trustee”), entered into the first supplemental indenture (the “Supplemental Indenture”) to the indenture governing the Notes, dated as of June 14, 2016 (the “Indenture”), to effect the proposed amendments to the Indenture (collectively, the “Indenture Amendments”). The purpose of the Indenture Amendments is to provide Gogo and its subsidiaries with additional flexibility under the Indenture to opportunistically raise additional financing and to facilitate the growth of Gogo’s business. The Supplemental Indenture became effective immediately upon execution.

In addition, the Issuers and the Guarantors, as grantors (the “Grantors”), and U.S. Bank National Association, as collateral agent (the “Collateral Agent”), entered into the collateral agreement amendment (the “CAA”), which amended the collateral agreement, dated as of June 14, 2016 (the “Collateral Agreement”), made by the Grantors in favor of the Collateral Agent, to effect the proposed amendments to the Collateral Agreement (the “Collateral Agreement Amendments” and, together with the Indenture Amendments, the “Amendments”). The purpose of the Collateral Agreement Amendments is to reduce the administrative burden on Gogo and its subsidiaries with respect to foreign intellectual property-related matters. The CAA became effective immediately upon execution.

Within 10 business days of the Expiration Date, the Issuer will pay, or cause to be paid, to each Note holder who validly delivered (and did not validly revoke) a consent a cash payment of \$2.50 for each \$1,000 of principal amount of Notes in respect of which such consent was delivered. Following the Expiration Date, any consents given may not be revoked.

This announcement is for informational purposes only and is neither an offer to sell nor a solicitation of an offer to buy any Notes or any other securities. This announcement is also not a solicitation of consents with respect to the Amendments or any securities. The solicitation of consents was made pursuant to the terms of the Consent Solicitation Statement and the related Letter of Consent. The solicitation of consents was not made in any jurisdiction in which, or to or from any person to or from whom, it is unlawful to make such solicitation under applicable state or foreign securities or “blue sky” laws.

Any inquiries regarding the consent solicitation may be directed to D.F. King & Co., Inc., as information, tabulation and paying agent for the consent solicitation, at (877) 283-0325 (toll-free), (212) 269-5500 (collect) or by email at [gogo@dfking.com](mailto:gogo@dfking.com), or to the solicitation agent for the consent solicitation, Morgan Stanley & Co. LLC, at (800) 624-1808 (toll-free) or (212) 761-1057 (collect).

## **Forward-Looking Statements**

This press release includes “forward-looking statements” within the meaning of the Federal Private Securities Litigation Reform Act of 1995 that are based on management’s beliefs and assumptions and on information currently available to management. Most forward-looking statements contain words that identify them as forward-looking, such as “anticipates,” “believes,” “continues,” “could,” “seeks,” “estimates,” “expects,” “intends,” “may,” “plans,” “potential,” “predicts,” “projects,” “should,” “will,” “would” or similar expressions and the negatives of those terms that relate to future events. Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause Gogo’s actual results, performance or achievements to be materially different from any projected results, performance or achievements expressed or implied by the forward-looking statements. Forward-looking statements represent the beliefs and assumptions of Gogo only as of the date of this press release and Gogo undertakes no obligation to update or revise publicly any such forward-looking statements, whether as a result of new information, future events or otherwise. As such, Gogo’s future results may vary from any expectations or goals expressed in, or implied by, the forward-looking statements included in this press release, possibly to a material degree. Gogo cannot assure you that the assumptions made in preparing any of the forward-looking statements will prove accurate or that any long-term financial or operational goals and targets will be realized. For a discussion of some of the important factors that could cause Gogo’s results to differ materially from those expressed in, or implied by, the forward-looking statements included in this presentation, investors should refer to the disclosure contained under the headings “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements” in Gogo’s filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K and Quarterly Reports on Form 10-Q.