
**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): January 3, 2017

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, 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))
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Item 1.01. Entry into a Material Definitive Agreement.

On January 3, 2017, Gogo Intermediate Holdings LLC (the “Company”), a direct wholly owned subsidiary of Gogo Inc. (“Gogo”), and Gogo Finance Co. Inc., a direct wholly owned subsidiary of the Company and an indirect wholly owned subsidiary of Gogo (the “Co-Issuer” and, together with the Company, the “Issuers”), issued \$65 million aggregate principal amount of additional 12.500% senior secured notes due 2022 (the “Additional Notes”) under an Indenture, dated as of June 14, 2016 (the “Indenture”), among the Issuers, Gogo, as guarantor, certain subsidiaries of the Company, as guarantors (the “Subsidiary Guarantors” and, together with Gogo, the “Guarantors”), and U.S. Bank National Association, as trustee (in such capacity, the “Trustee”) and as collateral agent (in such capacity, the “Collateral Agent”). The Additional Notes were issued at a price equal to 108% of their face value resulting in gross proceeds of \$70.2 million. The initial 12.500% senior secured notes due 2022 (the “Initial Notes”) were issued by the Issuers in an aggregate principal amount of \$525 million on June 14, 2016 under the Indenture. The Company intends to use the net proceeds from the issuance of the Additional Notes for working capital and other general corporate purposes. The Additional Notes and the Initial Notes have the same terms except with respect to the issue date and issue price and are treated as a single series for all purposes under the Indenture and the security documents that govern the Additional Notes and the Initial Notes. For a description of the terms of the Additional Notes, see our Current Report on Form 8-K filed with the Securities and Exchange Commission on June 14, 2016. The Indenture was filed as an exhibit thereto.

In connection with the issuance of the Additional Notes, the Issuers and the Guarantors entered into a Reaffirmation Agreement, dated January 3, 2017 (the “Reaffirmation Agreement”), reaffirming the parties’ obligations as specified in the Collateral Agreement, dated as of June 14, 2016, among the Issuers, the Guarantors, U.S. Bank National Association, as Trustee under the Indenture, and U.S. Bank National Association, as Collateral Agent, whereby the Issuers and the Guarantors granted a security interest in substantially all of their assets to secure all obligations of the Issuers and the Guarantors under the Initial Notes, the Indenture and the guarantees, as applicable. In connection with the entry into the Reaffirmation Agreement, the Issuers entered into an Additional Secured Debt Designation Agreement, dated January 3, 2017 (the “Designation”), receipt of which was acknowledged by U.S. Bank National Association, as Collateral Agent. As a result of the Reaffirmation Agreement and the Designation, U.S. Bank National Association, as Trustee under the Indenture, and the holders of the Additional Notes benefit from the pledge of the collateral under the Collateral Agreement.

Copies of the Reaffirmation Agreement and the Designation are attached as Exhibits 10.1 and 10.2 hereto and incorporated herein by reference. The foregoing descriptions of the Reaffirmation Agreement and the Designation do not purport to be complete and are qualified in their entirety by reference to the full text of such documents.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Reaffirmation Agreement, dated as of January 3, 2017, among Gogo Intermediate Holdings LLC, Gogo Finance Co. Inc., Gogo Inc. and the Subsidiary Guarantors party thereto.
10.2	Additional Secured Debt Designation, dated as of January 3, 2017, by and between Gogo Intermediate Holdings LLC and Gogo Finance Co. Inc.

SIGNATURE

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/ Norman Smagley

Norman Smagley
Executive Vice President and Chief Financial Officer

Date: January 3, 2017

EXHIBIT INDEX

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REAFFIRMATION AGREEMENT

Reference is made to the Collateral Agency Agreement dated as of June 14, 2016 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the “Collateral Agency Agreement”) among Gogo Inc., a Delaware corporation (the “Parent”), Gogo Intermediate Holdings LLC, a Delaware limited liability company (the “Company”), Gogo Finance Co. Inc., a Delaware corporation (the “Co-Issuer” and, together with the Company, the “Issuers”), the other Grantors from time to time party thereto, U.S. Bank National Association, as Trustee under the Indenture (as defined therein) and U.S. Bank National Association, as Collateral Agent. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Collateral Agency Agreement. This Reaffirmation Agreement is being executed and delivered as of January 3, 2017 in connection with an Additional Secured Debt Designation of even date herewith which Additional Secured Debt Designation has designated additional secured debt as either Priority Lien Debt or Junior Lien Debt (as described therein) entitled to the benefit of the Collateral Agency Agreement.

Each of the undersigned hereby consents to the designation of additional secured debt as Priority Lien Debt as set forth in the Additional Secured Debt Designation of even date herewith and hereby confirms its respective guarantees, pledges, grants of security interests and other obligations, as applicable, under and subject to the terms of each of the Priority Lien Documents to which it is party, and agrees that, notwithstanding the designation of such additional indebtedness or any of the transactions contemplated thereby, such guarantees, pledges, grants of security interests and other obligations, and the terms of each Priority Lien Document to which it is a party, are not impaired or adversely affected in any manner whatsoever and shall continue to be in full force and effect and such additional secured debt shall be entitled to all of the benefits of such Priority Lien Documents.

Governing Law and Miscellaneous Provisions. The provisions of Article 7 of the Collateral Agency Agreement will apply with like effect to this Reaffirmation Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Reaffirmation Agreement to be duly executed as of the date first set forth above.

GOGO INC.

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

GOGO FINANCE CO. INC.

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

GOGO BUSINESS AVIATION LLC

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

GOGO LLC

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

AC BIDCO LLC

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Reaffirmation Agreement]

ADDITIONAL SECURED DEBT DESIGNATION

January 3, 2017

Reference is made to the Collateral Agency Agreement dated as of June 14, 2016 (as amended, supplemented, amended and restated or otherwise modified and in effect from time to time, the "Collateral Agency Agreement") among Gogo Inc., a Delaware corporation (the "Parent"), Gogo Intermediate Holdings LLC, a Delaware limited liability company (the "Company"), Gogo Finance Co. Inc., a Delaware corporation (the "Co-Issuer" and, together with the Company, the "Issuers"), the other Grantors from time to time party thereto, U.S. Bank National Association, as Trustee under the Indenture (as defined therein) and U.S. Bank National Association, as Collateral Agent. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Collateral Agency Agreement. This Additional Secured Debt Designation is being executed and delivered in order to designate additional secured debt as either Priority Lien Debt or Junior Lien Debt entitled to the benefit of the Collateral Agency Agreement.

The undersigned, the duly appointed Executive Vice President and Chief Financial Officer of the Issuers hereby certifies on behalf of the Issuers that:

(A) The Issuers intend to incur additional Secured Debt ("**Additional Secured Debt**") which will be Priority Lien Debt permitted by each applicable Secured Debt Document to be secured by a Priority Lien equally and ratably with all previously existing and future Priority Lien Debt;

(B) the name and address of the Secured Debt Representative for the Additional Secured Debt for purposes of Section 7.8 of the Collateral Agency Agreement is:

U.S. Bank National Association
190 S. LaSalle Street, 10th Floor
MK-IL-SLTR
Chicago, IL 60603
Attention: Global Corporate Trust & Escrow Services
Telephone: (312) 332-6781
Facsimile: (312) 332-8009
Email: linda.garcia@usbank.com

(C) Each of the Issuers and each other Grantor has duly authorized, executed (if applicable) and recorded (or caused to be recorded) in each appropriate governmental office all relevant filings and recordations to ensure that the Additional Secured Debt is secured by the Collateral in accordance with the Security Documents;

(D) Attached as Exhibit 1 hereto is a Reaffirmation Agreement duly executed by the Issuers and each other Grantor and Guarantor, and

(E) the Issuers have caused a copy of this Additional Secured Debt Designation and the related Collateral Agency Joinder to be delivered to each existing Secured Debt Representative.

[Signature pages follow]

IN WITNESS WHEREOF, the Issuers have caused this Additional Secured Debt Designation to be duly executed by the undersigned officer as of the date first set forth above.

GOGO INTERMEDIATE HOLDINGS LLC

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

GOGO FINANCE CO. INC.

By: /s/ Norman Smagley

Name: Norman Smagley

Title: Executive Vice President and Chief Financial Officer

[Signature Page to Additional Secured Debt Designation]

ACKNOWLEDGEMENT OF RECEIPT

The undersigned, the duly appointed Collateral Agent under the Collateral Agency Agreement, hereby acknowledges receipt of an executed copy of this Additional Secured Debt Designation.

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

By: /s/ Linda E. Garcia

Name: Linda E. Garcia

Title: Vice President

[Signature Page to Additional Secured Debt Designation]

Exhibit 1

Reaffirmation Agreement

REAFFIRMATION AGREEMENT

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