
**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 24, 2017**

GoDaddy Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or
organization)

001-36904

(Commission File Number)

46-5769934

(I.R.S. Employer Identification Number)

**14455 N. Hayden Road
Scottsdale, Arizona 85260**

(Address of principal executive offices, including zip code)

(480) 505-8800

(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

- 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.

Item 1.01 Entry into a Material Definitive Agreement

Effective May 24, 2017, Go Daddy Operating Company, LLC and GD Finance Co, Inc. (“GD Finance” and together with Go Daddy Operating Company, LLC, the “Credit Agreement Borrowers”), entered into a Technical Amendment (the “Credit Agreement Technical Amendment”) to the Second Amended and Restated Credit Agreement dated as of February 15, 2017 (the “Credit Agreement”) by and among the Credit Agreement Borrowers, Desert Newco, LLC (“Desert Newco”), the lenders or other financial institutions or entities from time to time party thereto and Barclays Bank PLC (“Barclays”), as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer (the “Credit Agreement Agent”). Also effective May 24, 2017, Desert Newco and GD Finance (the “Bridge Borrowers”) entered into a Technical Amendment (the “Bridge Technical Amendment, and together with the Credit Agreement Technical Amendment, the “Technical Amendments”) to the Bridge Credit Agreement dated as of April 3, 2017 (the “Bridge Agreement”) by and among the Bridge Borrowers, the lending institutions from time to time party thereto and Barclays, as Administrative Agent and a Lender (the “Bridge Agent” and together with the Credit Agreement Agent, the “Agents”).

The Borrowers and the Agents entered into the Technical Amendments to correct errors in the provisions in each of the Credit Agreement and the Bridge Agreement relating to Restricted Payments (as defined in each of the Credit Agreement and the Bridge Agreement). The Technical Amendments modified Section 10.5(a)(iii)(A) of each of the Credit Agreement and the Bridge Agreement to provide that the “build up” exception to the Restricted Payments covenant shall include 100% (and not 50%) of GoDaddy Inc.’s (the “Company”) Consolidated EBITDA (as defined in each of the Credit Agreement and the Bridge Agreement) for the period from April 1, 2014 to the end of the Company’s most recently ended fiscal quarter for which financial statements are available at the time of such Restricted Payment less the product of 1.5 times the Company’s Fixed Charges (as defined in each of the Credit Agreement and the Bridge Agreement) for such period.

The foregoing description of the Technical Amendments is qualified in its entirety by reference to the full text of the Technical Amendments, the Credit Agreement and the Bridge Agreement, which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and Exhibit 10.1 to the Company’s Current Report on Form 8-K filed on February 24, 2017 and April 4, 2017, respectively, and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
10.1	Technical Amendment to the Second Amended and Restated Credit Agreement by and among Desert Newco, LLC, Go Daddy Operating Company, LLC, GD Finance Co, Inc., the lending institutions from time to time party thereto, and Barclays Bank PLC, effective as of May 24, 2017.
10.2	Technical Amendment to the Bridge Credit Agreement by and among Desert Newco, LLC, GD Finance Co, Inc., the lending institutions from time to time party thereto, and Barclays Bank PLC, effective as of May 24, 2017.

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.

GODADDY INC.

Date: May 26, 2017

/s/ Nima Kelly

Nima Kelly

Executive Vice President & General Counsel

Exhibit Index

Exhibit No.	Description
10.1	Technical Amendment to the Second Amended and Restated Credit Agreement by and among Desert Newco, LLC, Go Daddy Operating Company, LLC, GD Finance Co, Inc., the lending institutions from time to time party thereto, and Barclays Bank PLC, effective as of May 24, 2017.
10.2	Technical Amendment to the Bridge Credit Agreement by and among Desert Newco, LLC, GD Finance Co, Inc., the lending institutions from time to time party thereto, and Barclays Bank PLC, effective as of May 24, 2017.

TECHNICAL AMENDMENT

TECHNICAL AMENDMENT (this “**Amendment**”), dated as of May 24, 2017, to the Second Amended and Restated Credit Agreement dated as of February 15, 2017 (the “**Credit Agreement**”, terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Credit Agreement), among DESERT NEWCO, LLC, a Delaware limited liability company (“**Holdings**”), GO DADDY OPERATING COMPANY, LLC, a Delaware limited liability company (“the **Existing Borrower**”), GD FINANCE CO, INC., a Delaware corporation (the “**FinCo Borrower**” and, together with the Existing Borrower, the “**Borrowers**”) the lending institutions from time to time parties hereto (each a “**Lender**” and, collectively, together with the Swingline Lender, the “**Lenders**”), BARCLAYS BANK PLC, as the Swingline Lender, the Administrative Agent, the Collateral Agent and Letter of Credit Issuer.

WITNESSETH:

WHEREAS, Section 13.1 of the Credit Agreement permits the Credit Agreement to be modified from time to time by the Borrowers and the Administrative Agent in order to cure any ambiguity, omission, defect or inconsistency, which modification shall be effective without any further action or consent of any other party to the Credit Agreement if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the undersigned hereby agree as follows:

- I. Modification to the Credit Agreement. Section 10.5(a)(iii)(A) of the Credit Agreement is hereby modified by deleting the words “50% of the” in such section.
- II. Effectiveness of Amendment. This Amendment shall become effective as of the date upon which the following conditions are satisfied, (i) receipt by the Administrative Agent of a duly executed counterpart to this Amendment from the Borrowers and (ii) execution by the Administrative Agent of this Amendment (it being understood that the Administrative Agent shall only execute this Amendment if the Lenders shall have received, at least five Business Days’ prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to this Amendment).
- III. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
- IV. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Amendment may be delivered by facsimile transmission of the relevant signature pages hereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

GO DADDY OPERATING COMPANY, LLC

By: /s/ Nima Jacobs Kelly

Name: Nima Jacobs Kelly

Title: General Counsel & Secretary

GD FINANCE CO, INC.

By: /s/ Nima Jacobs Kelly

Name: Nima Jacobs Kelly

Title: General Counsel & Secretary

BARCLAYS BANK PLC, as
Administrative Agent

By: /s/ Ritam Bhalla
Name: Ritam Bhalla
Title: Director

TECHNICAL AMENDMENT

TECHNICAL AMENDMENT (this “ **Amendment** ”), dated as of May 24, 2017, to the Bridge Credit Agreement dated as of April 3, 2017 (the “ **Bridge Credit Agreement** ”, terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Bridge Credit Agreement), among DESERT NEWCO, LLC, a Delaware limited liability company (“ **Holdings** ”), GD FINANCE CO, INC., a Delaware corporation (the “ **Borrower** ”) the lending institutions from time to time parties hereto (each a “ **Lender** ” and, collectively, the “ **Lenders** ”) and BARCLAYS BANK PLC, as Administrative Agent and a Lender.

WITNESSETH:

WHEREAS, Section 13.1 of the Bridge Credit Agreement permits the Bridge Credit Agreement to be modified from time to time by the Borrower and the Administrative Agent in order to cure any ambiguity, omission, defect or inconsistency, which modification shall be effective without any further action or consent of any other party to the Bridge Credit Agreement if the same is not objected to in writing by the Required Lenders within five Business Days following receipt of notice thereof.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the undersigned hereby agree as follows:

- I. Modification to the Bridge Credit Agreement. Section 10.5(a)(iii)(A) of the Bridge Credit Agreement is hereby modified by deleting the words “50% of the” in such section.
- II. Effectiveness of Amendment. This Amendment shall become effective as of the date upon which the following conditions are satisfied, (i) receipt by the Administrative Agent of a duly executed counterpart to this Amendment from the Borrower and (ii) execution by the Administrative Agent of this Amendment (it being understood that the Administrative Agent shall only execute this Amendment if the Lenders shall have received, at least five Business Days’ prior written notice thereof and the Administrative Agent shall not have received, within five Business Days of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to this Amendment).
- III. Governing Law. This Amendment and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.
- IV. Counterparts. This Amendment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Amendment may be delivered by facsimile transmission of the relevant signature pages hereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

GD FINANCE CO, INC.

By: /s/ Nima Jacobs Kelly

Name: Nima Jacobs Kelly

Title: General Counsel & Secretary

BARCLAYS BANK PLC, as
Administrative Agent

By: /s/ Ritam Bhalla
Name: Ritam Bhalla
Title: Director