
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): **June 22, 2016**

CLOUDCOMMERCE, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation
or organization)

000-13215

(Commission File Number)

30-0050402

IRS Employer Identification No.)

1933 Cliff Drive, Suite 1

Santa Barbara, CA

(Address of Principal Executive Offices)

93109

(Zip Code)

(805) 964-3313

(Registrant's telephone number, including area code)

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

Soliciting material pursuant to Rule 14a-12 under the Exchange Act

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))

Item 1.01 Entry Into a Material Definitive Agreement.

On June 23, 2016, CloudCommerce, Inc., a Nevada corporation (the "Company"), entered into exchange agreements (the "Exchange Agreements") with holders of an aggregate of \$1,802,500 in convertible promissory notes issued by the Company. Pursuant to the terms of the Exchange Agreements the holders will receive an aggregate of 18,025 shares of the Company's Series B Preferred Stock in exchange for their convertible promissory notes. Pursuant to the Exchange Agreements, each holder agreed that upon receipt of the Series B Preferred Stock, the convertible promissory notes shall be cancelled and deemed fully paid and satisfied.

The foregoing description of the Exchange Agreement is not complete and is qualified in its entirety by reference to the full text of the Exchange Agreement, a form of which is attached hereto as Exhibit 10.1, and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

On June 27, 2016, the Company issued an aggregate of 18,025 shares of Series B Preferred Stock pursuant to the terms of the Exchange Agreements which are described in Item 1.01, which are incorporated by reference, in their entirety, into this Item 3.02. Issuance of the Series B Preferred Stock pursuant to the Exchange Agreements was not registered under the Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any state. These securities were offered and issued in reliance upon the exemption from registration under the Securities Act, afforded by Section 3(a)(9).

On June 22, 2016, certain holders (the "Holders") of the Company's warrants (the "Warrants") exercised their right to purchase an aggregate of 28,019,037 shares of Common Stock of the Company. The exercise of the Warrants was cashless and resulted in an aggregate of 24,109,404 shares of Common Stock of the Company being issued to the Holders. The shares issued upon exercise of the Warrants have not

been registered under the Securities Act, or the securities laws of any state, and were offered and issued in reliance on the exemption from registration under the Securities Act, afforded by Section 4(a)(2).

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 27, 2016, the Company filed a Certificate of Amendment (the "Certificate of Amendment") to its Series B Certificate of Designation (the "Certificate of Designation") with the Secretary of State of the State of Nevada. The Certificate of Amendment increased the number of Series B Preferred Stock authorized in the Certificate of Designation from 20,000 to 25,000 shares. The new total face value of the Series B Preferred Stock is \$2,500,000. The Certificate of Amendment also amended Section 1, titled "Dividends," to allow for the holders of outstanding shares of the Series B Preferred Stock to receive dividends pari passu with the holders of the Company's Common Stock, except upon a liquidation, dissolution and winding up of the Company.

The foregoing description of the Certificate of Amendment is not complete and is qualified in its entirety by reference to the full text of the Certificate of Amendment, a copy of which is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
3.1	Certificate of Amendment to the Series B Certificate of Designation
10.1	Form of Exchange Agreement

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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 thereunto duly authorized.

CLOUDCOMMERCE, INC.

Date: June 28, 2016

By: /s/ Andrew Van Noy
Name: Andrew Van Noy
Title: Chief Executive Officer

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150203



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

**Amendment to
Certificate of Designation
Before Issuance of Class or Series**
(PURSUANT TO NRS 78.1955)

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20160286589-97
	Filing Date and Time 06/27/2016 2:25 PM
	Entity Number C1556-2002

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Certificate of Designation
For Nevada Profit Corporations
(Pursuant to NRS 78.1955 - Before Issuance of Class or Series)

1. Name of corporation:

CloudCommerce, Inc.

2. The original class or series of stock set forth:

Series B Preferred Stock

3. By a resolution of the board of directors the original class or series is amended as follows:

The second paragraph of the Certificate of Designation of the Corporation for the Series B Preferred Stock (the "Certificate of Designation") which designates 20,000 shares of the Corporation's Preferred Stock as Series B Preferred Stock shall be deleted in its entirety and replaced as set forth in the attached Certificate of Amendment.


The section of the Certificate of Designation titled "Section 1. Dividends" shall be deleted in its entirety and replaced as set forth in the attached Certificate of Amendment.

4. As of the date of this certificate no shares of the class or series of stock have been issued.

5. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

6. Signature: (required)

X 

Signature of Officer

Filing Fee: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

**CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF DESIGNATION
OF
CLOUDCOMMERCE, INC.
(Pursuant to NRS 78.1955)**

On behalf of CloudCommerce, Inc., a Nevada corporation (the "Corporation"), the undersigned hereby certifies that the following resolution has been duly adopted by the board of directors of the Corporation (the "Board"):

RESOLVED, that, pursuant to the authority granted to and vested in the Board by the provisions of the articles of incorporation of the Corporation (the "Articles of Incorporation"):

1. The second paragraph of the Certificate of Designation of the Corporation for the Series B Preferred Stock which designates 20,000 shares of the Corporation's Preferred Stock as Series B Preferred Stock shall be deleted in its entirety and replaced with the following:

"This series of the Corporation's Preferred Stock shall be designated "Series B Preferred Stock". The number of shares constituting the Series B Preferred Stock shall be Twenty-Five Thousand (25,000) shares. The total face value of this entire series is Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Each share of Series B Preferred Stock shall have a stated face value of One Hundred Dollars (\$100.00) ("Share Value"), and is convertible into shares of fully paid and non-assessable shares of common stock ("Common Stock") of the Corporation in accordance with Section 3 below. The Series B Preferred Stock shall have the rights, preferences and privileges set forth below:"

The section titled "Section 1. Dividends" shall be deleted in its entirety and replaced with the following:


"Section 1. Dividends. The holders of outstanding shares of the Series B Preferred Stock (the "Holders") shall be entitled to receive dividends pari passu with the holders of Common Stock, except upon a liquidation, dissolution and winding up of the Corporation, as provided below in Section 2 of this Certificate. Such dividends shall be paid equally to all outstanding shares of Series B Preferred Stock and Common Stock, on an as-if-converted basis with respect to the Series B Preferred Stock. The right to such dividend on the Series B Preferred Stock shall be cumulative. At the sole option of the Holder, dividends may be converted into Common Stock at the Conversion Price in accordance with Section 3 below. In the event that the Corporation declares a stock dividend, the number of dividend shares distributed to Holder shall

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not exceed the limits set forth in Section 3(c) below, Limitations of Conversions, and the remaining balance of dividend shares shall accrue on the books on the Corporation in favor of the Holders. The Holders may at any time request the distribution of accrued dividend shares, subject to the limitations of Section 3(c) below, by sending a written notice to the Corporation."

IN WITNESS WHEREOF, this Certificate of Amendment to the Certificate of Designation of the Series A Preferred Stock has been executed by a duly authorized officer of the Corporation on this 27th day of June, 2016.

CLOUDCOMMERCE, INC.

By: 
Name: Andrew Van Noy
Title: President

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT ("Agreement") is entered into as of June 23, 2016, by and between CloudCommerce, Inc., a Nevada corporation (the "Company"), and _____ (the "Investor"), with respect to the following facts:

RECITALS

A. The Company entered into loan transactions with the Investor in the aggregate principal amount of \$_____, as described below, which were evidenced by certain convertible promissory Notes (the "Notes"), copies of which are attached hereto as Exhibit A.

Effective Date	Annual Interest	Outstanding Principal Balance
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B. The Investor desires to tender the Notes to the Company for cancellation, including all outstanding principal and accrued unpaid interest, in exchange for the issuance by the Company to Investor of _____ shares of the Company's Series B Preferred Stock (the "Shares").

C. The Company desires to issue the Shares to the Investor in exchange for the cancellation of the Notes.

D. The closing of the transactions contemplated by this Agreement (the "Closing") will be deemed to have occurred upon the completion of the deliveries by each Party to this Agreement described in Section 2 of this Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement, and in light of the recitals stated above, the parties to this Agreement hereby agree as follows:

Section 1. EXCHANGE OF NOTES FOR SHARES

The Investor agrees to tender the Notes to the Company for cancellation in exchange for which the Company agrees to issue _____ Shares of the Company's Series B Preferred Stock to the Investor. The Investor agrees that upon receipt of the Shares, the Notes shall be deemed fully paid and satisfied. In the event the Notes are lost or destroyed, the Investor hereby warrants that the Notes are lost or destroyed and agrees to immediately surrender to the Company said Notes should it later be found. The Investor hereby agrees to indemnify and hold harmless the Company and its affiliates against all liability, costs, damages, claims or expenses which may be incurred by any of them as a result of any claim to ownership of the lost Notes asserted by the Investor or by anyone other than Investor.

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Section 2. DELIVERIES

2.1 The Company. The Company will cause its transfer agent to deliver certificate evidencing the Shares issuable to the Investor within five (5) business days after delivery of the Notes or an affidavit that said Notes are lost by the Investor to the Company.

2.2 The Investor. The Investor will deliver the Notes or an affidavit that said Notes are lost upon the execution of this Agreement. The Investor also agrees to deliver any other document reasonably requested by the Company that it deems necessary for the consummation of the transactions contemplated by this Agreement.

Section 3. EQUITABLE RELIEF.

3.1 Damages Inadequate. Each party acknowledges that it would be impossible to measure in money the damages to the other party if there is a failure to comply with any covenants or provisions of this Agreement, and agrees that in the event of any breach of any covenant or provision, the other party to this Agreement will not have an adequate remedy at law.

3.2 Equitable Relief. It is therefore agreed that the other party to this Agreement who is entitled to the benefit of the covenants or provisions of this Agreement which have been breached, in addition to any other rights or remedies which they may have, shall be entitled to immediate equitable relief to enforce such covenants and provisions, and that in the event that any such action or proceeding is brought in equity to enforce them, the defaulting or breaching party will not urge a defense that there is an adequate remedy at law.

Section 4. MISCELLANEOUS

4.1 Further Assurances. The parties to this Agreement hereby agree to execute any other documents and take any further actions which are reasonably necessary or appropriate in order to implement the transactions contemplated by this Agreement.

4.2 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of

which, when taken together, shall constitute one agreement.

4.3 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Nevada.

4.4 Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns, if any, and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns, if any.

4.5 Severability. The provisions of this Agreement are severable and in the event that one or more of its provisions are deemed to be unenforceable or invalid for any reason, such finding will not affect the enforceability or validity of any other provision of this Agreement, which shall remain in full force and effect.

4.6 Public Disclosure. The Company and the Investor agree not to issue any public statement with respect to the Investor's investment or proposed investment in the Company or the terms of any agreement or covenant without the other party's prior written consent, except such disclosures as may be required under applicable law or under any applicable order, rule or regulation. The Company agrees to reference Investor only as "an accredited investor" and attach only a form copy of this Agreement, including exhibits, in any of the Company's filings with the Securities and Exchange Commission or any other public filings, except such full disclosures as may be required under applicable law or under any applicable order, rule or regulation.

4.7 Waiver. No failure or delay on the part of either party hereto in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege.

4.8 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior agreements and understandings between the parties relating to the subject matter hereof.

4.9 Parties in Interest. None of the provisions of this Agreement or of any other document relating hereto is intended to provide any rights or remedies to any person (including, without limitation, any employees or creditors of the Company) other than the parties hereto and their respective heirs, successors and assigns, if any.

4.10 Authorized Signatures. Each party to this Agreement hereby represents that the persons signing below are duly authorized to execute this Agreement on behalf of their respective party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

COMPANY:	CLOUDCOMMERCE, INC.
	By: _____ Andrew Van Noy, Chief Executive Officer
INVESTOR:	By: _____

EXHIBIT A

NOTES