

**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): **February 1, 2018**

**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))

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.**

As previously reported on a Form 8-K that was filed with the Securities and Exchange Commission on August 2, 2017, on August 1, 2017, CloudCommerce, Inc. (the "Company") entered into a Purchase Agreement with Parscale Media, LLC ("Parscale Media") and Bradley Parscale ("Seller"), pursuant to which the Company agreed to purchase 100% of the issued and outstanding membership interests of Parscale Media.

On February 1, 2018, the Company Parscale Media and the Seller entered into an amendment (the "Amendment") to the Purchase Agreement. Pursuant to the Amendment, the parties to the Purchase Agreement agreed that the \$1,000,000 purchase price for the Membership interest would be paid by the Company's issuing the Seller an unsecured promissory note (the "Note") in the principal amount (the "Principal Amount") of one million (\$1,000,000) dollars.

The Note bears an interest rate of 4% per annum and the total outstanding balance of the Principal Amount and interest accrued thereon shall be due on February 28, 2019 (the "Maturity Date"). The Principal Amount and accrued and unpaid interest of the Note shall be payable to the Seller in twelve equal installments in the amount of \$85,149.90 per month (the "Monthly Payment") from February 28, 2018 until the Maturity Date. In the event that the Company fails to make the Monthly Payments as defined in the Note for a period of more than ninety (90) calendar days (the "Cure Period"), the Seller shall have the right to give notice to the Company within five (5) calendar days after the end of the Cure Period to notify the Company of such failure and require the return of all the Membership Interest sold under the Purchase Agreement, as amended, without any further consideration. In the event that the Seller requests return of the Membership Interest as provided in this Note, upon the return of such Membership Interest, (i) the Company shall have no more obligations to the Seller under the Purchase Agreement, as amended, and the Note shall be deemed cancelled and satisfied and (ii) the Seller is not and will not be obligated to return any Monthly Payments to the Company made pursuant to the Note.

The Amendment also extended the time for the Closing Date to no later than February 2, 2018.

The Closing for the purchase of the membership interests occurred on February 1, 2018 at which time Company purchased and acquired 100% of the membership interest to Parscale Media and issued Seller the Note.

Parscale Media is in the business of hosting websites for commercial accounts. Political hosting contracts that were previously held at Parscale Media, have been moved to Parscale Strategy, another entity controlled by the Seller.

The foregoing description of the Amendment and Note does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendment and Note, which are attached as exhibits to this Current Report on Form 8-K and is incorporated herein by reference.

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

The information contained in Item 1.01 is hereby incorporated by reference.

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

Exhibit Number	Description
4.1	<a href="#">Promissory Note from CloudCommerce, Inc. to Bradley Parscale</a>
10.1	<a href="#">Amendment to the Purchase Agreement</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 thereunto duly authorized.

**CLOUDCOMMERCE, INC.**

Date: February 2, 2018

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

## PROMISSORY NOTE

\$1,000,000.00

February 1, 2018

Santa Barbara, California

**FOR VALUE RECEIVED, CloudCommerce, Inc.**, a Nevada Corporation (“Issuer”), promises to pay Bradley Parscale, an individual whose mailing address is 321 6th St., San Antonio, TX 78215 (“Holder”), the principal amount of One Million Dollars (\$1,000,000.00), with four percent (4%) interest per annum, with this Unsecured Promissory Note (the “Note”) payable as set forth in Section 2 of this Note.

**1. PURPOSE OF NOTE**

This Note is issued by Issuer to Holder in connection with the Purchase Agreement dated August 1, 2017 and its First Amendment dated February 1, 2018 (collectively, the Purchase Agreement), both of which agreements were entered into by and among the Issuer, the Holder and Parscale Media, LLC (“Parscale Media”). The Note is for the purpose of Issuer’s purchase of 100% membership interest in Parscale Media from Holder.

**2. THE NOTE**

The Principal Amount of the Note is One Million Dollars (\$1,000,000). The Consideration of the Note is 100% of the membership interest in Parscale Media (the “Membership Interest”) owned by the Holder. The Holder shall transfer all the Membership Interest to the Issuer at Closing of the Purchase Agreement and its amendments. The Note bears an interest of four percent (4%) per annum. The Principal Amount and accrued and unpaid interest of the Note shall be payable to the Holder in twelve equal installments in the amount of \$85,149.90 per month (the “Monthly Payment”) until the Maturity Date. The Monthly Payment is due and payable at the end of each month during the period when the Note is outstanding.

**3. MATURITY DATE**

The term of this Note is one (1) year from the issuance of this Note on the date first stated herein. The sum of the Principal Amount and any accrued and unpaid interest of this Note shall be due and payable on February 28, 2019 (the “Maturity Date”).

**4. PREPAYMENT**

The Issuer may prepay all or any portion of the Principal Amount and accrued interest of this Note at any time prior to the Maturity Date without penalty or premium.

**5. DEFAULT**

**5.1 Failure to Pay.** In the event that Issuer fails to make the Monthly Payments as defined in the Note for a period of more than ninety (90) calendar days (the “Cure Period”), the Holder shall have the right to give notice to the Issuer within five (5) calendar days after the end of the Cure Period to notify the Issuer of such failure and reacquire the return of all his membership interest in Parscale Media sold under the Purchase Agreement without any further consideration. In the event that the Holder requests return of his membership interest in Parscale Media as provided in this Section, upon the return of such membership interest, (i) Issuer

shall have no more obligations to the Holder under the Purchase Agreement (as amended) and the Note shall be deemed cancelled and satisfied and (ii) the Holder is not and will not be obligated to return any Monthly Payments to the Buyer made pursuant to the Note.

**6. GENERAL PROVISIONS**

**6.1 Medium.** All sums due hereunder shall be paid in lawful money of the United States of America.

**6.2 Gender; Number.** In this Note, the singular shall include the plural, each gender shall include the other.

**6.3 Waiver.** The Issuer, for itself and its legal representatives, successors, and assigns, expressly waives demand, notice of nonpayment, presentment for demand, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity, and diligence in collection.

**6.4 Governing Law.** This Note shall be construed in accordance with the laws of the State of California without giving effect to applicable conflict of law provisions. With respect to any litigation arising out of or relating to this Note, each party agrees that it will be filed in and heard by the state or federal courts with jurisdiction to hear such suits located in Santa Barbara County, California.

**6.5 Captions.** The section and subsection headings in this Note are included for purposes of convenience and reference only and shall not affect in any way the meaning or interpretation of this Note.

**6.6 Collection Costs.** If any action is commenced to construe the terms and conditions of this Note or enforce the rights of the Holder hereunder, the party prevailing in that action shall recover as part of the judgment its entire attorneys' fees and costs in that action, as well as all costs and fees of enforcing any judgment entered therein.

**IN WITNESS WHEREOF**, the undersigned Issuer has executed this Note on the date set forth below.

**Holder**  
Bradley Parscale

**Issuer**  
**CLOUDCOMMERCE, INC.**  
a Nevada Corporation

Name: \_\_\_\_\_  
Title: Andrew Van Noy  
Chief Executive Officer

**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT**

This FIRST AMENDMENT TO THE PURCHASE AGREEMENT (this "Amendment") dated as of February 1, 2018, is by and among CloudCommerce, Inc., a Nevada corporation (the "Buyer" or "Company"), and Bradley Parscale, who has a mailing address at 321 6<sup>th</sup> St., San Antonio, TX 78215 (the "Seller"), Parscale Media, LLC ("Parscale" or "Parscale Media"), a limited liability company formed under the laws of Texas. Each of the Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on August 1, 2017, the Buyer, Seller and Parscale Media entered into a Purchase Agreement, pursuant to which the Buyer shall purchase 100% of the membership interest in Parscale Media from the Seller for a purchase price of one million dollars (\$1,000,000) payable in cash at Closing on the Closing Date, which was originally scheduled on January 15, 2018; and

WHEREAS, the Parties believe that it is in the best interest of both Parties that the Seller will accept a Promissory Note in the principal amount of \$1,000,000 from the Buyer in lieu of cash as Consideration for the purchase of Parscale Media's membership interest and the Closing Date shall be extended to February 1, 2018.

NOW, THEREFORE, in consideration of the foregoing and mutual promises of the Parties, and other good and valuable consideration, the undersigned agree as follows:

1. Section 1.3 of the Purchase Agreement shall be deleted and replaced with the following paragraphs:

**1.3 Purchase Consideration.** The aggregate consideration to be paid by the Buyer to the Seller for the Seller's membership interests in Parscale Media shall be one million dollars (\$1,000,000) ("Consideration") which will be paid by the Buyer's delivery of a promissory note (the "Note") at the Closing. The principal amount of the Note shall be \$1,000,000, and the Note shall bear an interest of 4% per annum with a term of one (1) year from the date of its issuance. The form of the Note is attached herein as Exhibit A.

**1.4 Failure to Make Payments pursuant to the Note.** In the event that Buyer fails to make the Monthly Payments as defined in the Note for a period of more than ninety (90) calendar days (the "Cure Period"), the Seller shall have the right to give notice to the Buyer within five (5) calendar days after the end of the Cure Period to notify the Buyer of such failure and reacquire the return of all his membership interest in Parscale Media sold under the Purchase Agreement without any further consideration. In the event that the Buyer requests return of his membership interest in Parscale Media as provided in this Section, upon the return of such membership interest, (i) Buyer shall have no more obligations to the Seller under the Purchase Agreement (as amended by this Agreement) and the Note shall be deemed cancelled and satisfied and (ii) the Seller is not and will not be obligated to return any Monthly Payments to the Buyer made pursuant to the Note.

2. Section 2.1 of the Purchase Agreement shall be deleted and replaced with the following paragraphs:

**2.1 Time and Place of Closing.** Upon satisfaction or waiver of the conditions set forth in this Agreement and its Amendments, the closing of the Transaction (the "Closing") will take place in Santa Barbara, California at 11:00 a.m. (local time) on the date that the Parties may mutually agree in writing, but in no event later than February 2, 2018 (the "Closing Date"), unless extended by mutual written agreement of the Parties.

3. Section 2.2 of the Purchase Agreement shall be deleted and replaced with the following paragraphs:

**2.2 Actions at Closing.** At the Closing, the following actions will take place:

(a) Buyer will deliver to Seller the Note at Closing.

(b) Seller and Parscale Media will deliver to Buyer copies of necessary resolutions of the Board of Managers of Parscale Media authorizing the execution, delivery, and performance of this Agreement, any Amendments to this Agreement and the other agreements contemplated by this Agreement, which resolutions have been certified by an officer of Parscale Media as being valid and in full force and effect.

(c) Buyer will deliver to Parscale Media and Seller copies of corporate resolutions of the Board of Directors of Buyer authorizing the execution, delivery and performance of this Agreement, any Amendments to this Agreement and the other agreements contemplated by this Agreement, which resolutions have been certified by an officer of Buyer as being valid and in full force and effect.

(e) Seller will deliver to the Buyer true and complete copies of Parscale Media's Articles of Organization and a Certificate of Good Standing from the Secretary of State of Texas, which articles and certificate of good standing are dated not more than five (5) days prior to the Closing Date.

(f) Delivery of any additional documents or instruments as a Party may reasonably request or as may be necessary to evidence and effect the Purchase.

4. Except as herein provided, the terms of the Purchase Agreement shall remain in full force and effect.

5. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement and its First Amendment.

6. This Amendment may be executed in counterparts (including by facsimile or pdf signature pages or other means of electronic transmission) each of which shall be deemed an original but all of which together will constitute one and the same instrument.

7. Should any provision of this Amendment be declared illegal, invalid or unenforceable in any jurisdiction, then such provision shall be deemed to be severable from this Amendment as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and in any event such illegality, invalidity or unenforceability shall not affect the remainder hereof.

8. This First Amendment shall be governed by and construed under the laws of the State of California without regard to the conflicts of laws principles thereof.

*[Remainder of Page Intentionally Left Blank]*

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

**Seller (“Parscale”):**

**Bradley Parscale**

\_\_\_\_\_

**Buyer (“Company”):**

**CloudCommerce, Inc.**, a Nevada corporation

By: \_\_\_\_\_

Andrew Van Noy,  
Chief Executive Officer

**Acknowledged and accepted by**

**Parscale Media, LLC.**

**By:** \_\_\_\_\_

**Name:** Bradley Parscale

**Title:**



**EXHIBIT A**  
**The Promissory Note**