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 18, 2011

GLOBAL EAGLE ACQUISITION CORP.

(Exact Name of Registrant as Specified in Charter)

Delaware	**001-35176**	**27-4757800**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

10900 Wilshire Blvd., Suite 1500 **Los Angeles, California**	**90024**
(Address of principal executive offices)	(Zip code)

(310) 209-7280
(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 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

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act

Item 8.01. Other Events.

On May 18, 2011, Global Eagle Acquisition Corp. (the "***Company***") consummated an initial public offering (the "***Offering***") of 18,992,500 of its units (the "***Units***") (which included 1,492,500 units to cover the partial exercise of the over-allotment option of the underwriters in the Offering). Each Unit consists of one share of the Company's common stock, par value $0.0001 per share ("***Common Stock***"), and one warrant ("***Warrant***") to purchase one share of Common Stock at an exercise price of $11.50 per share. The Units were sold at an offering price of $10.00 per Unit, generating gross proceeds, before expenses, of $189,925,000.

Simultaneously with the consummation of the Offering, the Company consummated the private sale of 7,000,000 warrants (the "***Sponsor Warrants***"), each exercisable to purchase one share of Common Stock at $11.50 per share, to the Company's sponsor, Global Eagle Acquisition LLC (the "***Sponsor***"), at a price of $0.75 per Sponsor Warrant, generating gross proceeds, before expenses, of $5,250,000 (the "***Private Placement***"). The Sponsor Warrants are identical to the Warrants included in the Units sold in the Offering, except that the Sponsor Warrants (i) will not be redeemable by the Company so long as they are held by members of the Sponsor or their permitted transferees, and (ii) may not be transferred, assigned or sold, except to certain permitted transferees, until 30 days after the Company completes its initial business combination. If the Company does not complete an initial business combination within 21 months from the closing of the Offering, the $5,250,000 in gross proceeds from the sale of the Sponsor Warrants in the Private Placement will be used by the Company to fund the redemption of its shares of Common Stock sold as part of the Units in the Offering, and the Sponsor Warrants will expire worthless.

Approximately $189 million of the proceeds from the Offering and the Private Placement were placed in a trust account at Citibank, N.A., with American Stock Transfer & Trust Company, LLC acting as trustee. Except for a portion of the interest income that may be released to the Company to pay income or franchise taxes and to fund the Company's working capital requirements, and any amounts necessary to purchase up to 50% of the Common Stock issued by the Company in the Offering in certain circumstances, none of the funds held in the trust account will be released until the earlier of the completion of the Company's initial business combination or the redemption of 100% of the Common Stock issued by the Company in the Offering if the Company is unable to consummate an initial business combination within 21 months from the closing of the Offering.

Audited financial statements as of May 19, 2011 reflecting receipt of the proceeds received by the Company in connection with the closing of the Offering and the Private Placement have been issued by the Company and are included as Exhibit 99.1 to this Current Report on Form 8-K. The Company is also including as exhibits to this Current Report on Form 8-K an executed copy of its Investment Management Trust Agreement and a copy of the press release issued by the Company announcing the consummation of the Offering.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Exhibit
10.3	Investment Management Trust Agreement dated May 12, 2011 between the Company and American Stock Transfer & Trust Company, LLC.
99.1	Audited Financial Statements.
99.2	Press release of Global Eagle Acquisition Corp. dated May 18, 2011.

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.

Dated: May 24, 2011

Global Eagle Acquisition Corp.

By: /s/ James A. Graf
James A. Graf
Vice President, Chief Financial Officer, Treasurer and Secretary

EXHIBIT INDEX

Exhibit Number	Exhibit
10.3	Investment Management Trust Agreement dated May 12, 2011 between the Company and American Stock Transfer & Trust Company, LLC.
99.1	Audited Financial Statements.
99.2	Press release of Global Eagle Acquisition Corp. dated May 18, 2011.

Exhibit 10.3

INVESTMENT MANAGEMENT TRUST AGREEMENT

This Agreement is made effective as of May 12, 2011 by and between Global Eagle Acquisition Corp., a Delaware corporation (the "***Company***"), and American Stock Transfer & Trust Company, LLC (the "***Trustee***").

WHEREAS, the Company's registration statement on Form S-1, No. 333-172267 (the "***Registration Statement***") and prospectus (the "***Prospectus***") for the initial public offering of the Company's units (the "***Units***"), each of which consists of one share of the Company's common stock, par value $0.0001 per share (the "***Common Stock***"), and one warrant to purchase the Company's Common Stock (the "***Warrants***") (such initial public offering hereinafter referred to as the "***Offering***"), has been declared effective as of the date hereof (the "***Effective Date***") by the Securities and Exchange Commission; and

WHEREAS, the Company has entered into an Underwriting Agreement with Citigroup Global Markets Inc. as representative of the several underwriters (the "***Underwriters***") named therein (the "***Underwriting Agreement***"); and

WHEREAS, as described in the Registration Statement, $175,000,000 of the gross proceeds of the Offering and sale of the Sponsor Warrants (as defined in the Underwriting Agreement) (or $200,725,000 if the Underwriters' over-allotment option is exercised in full) will be delivered to the Trustee to be deposited and held in a segregated trust account located in the United States (the "***Trust Account***") for the benefit of the Company and the holders of the Company's Common Stock included in the Units issued in the Offering as hereinafter provided (the amount to be delivered to the Trustee will be referred to hereinafter as the "***Property,***" the stockholders for whose benefit the Trustee shall hold the Property will be referred to as the "***Public Stockholders***," and the Public Stockholders and the Company will be referred to together as the "***Beneficiaries***"); and

WHEREAS, the Company and the Trustee desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Trustee shall hold the Property.

NOW THEREFORE, IT IS AGREED:

1. <u>Agreements and Covenants of Trustee</u>. The Trustee hereby agrees and covenants to:

(a) Hold the Property in trust for the Beneficiaries in accordance with the terms of this Agreement in the Trust Account at Citibank, N.A. and at a brokerage institution selected by the Trustee that is satisfactory to the Company;

(b) Manage, supervise and administer the Trust Account subject to the terms and conditions set forth herein;

(c) In a timely manner, upon the written instruction of the Company invest and reinvest the Property in United States government securities within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended, having a maturity of 180 days or less, or in money market funds meeting the conditions of paragraphs (c)(2), (c)(3), (c)(4) and (c)(5) of Rule 2a-7 promulgated under the Investment Company Act of 1940, as amended, which invest only in direct U.S. government treasury obligations, as determined by the Company; it being understood that the Trust Account will earn no interest while account funds are uninvested awaiting the Company's instructions hereunder;

(d) Collect and receive, when due, all interest or other income arising from the Property, which shall become part of the "Property," as such term is used herein;

(e) Promptly notify the Company and Citigroup Global Markets Inc. of all communications received by the Trustee with respect to any Property requiring action by the Company;

(f) Supply any necessary information or documents as may be requested by the Company (or its authorized agents) in connection with the Company's preparation of the tax returns relating to assets held in the Trust Account;

(g) Participate in any plan or proceeding for protecting or enforcing any right or interest arising from the Property if, as and when instructed by the Company to do so;

(h) Render to the Company monthly written statements of the activities of, and amounts in, the Trust Account reflecting all receipts and disbursements of the Trust Account;

(i) Commence liquidation of the Trust Account only after and promptly after (x) receipt of, and only in accordance with, the terms of a letter ("***Termination Letter***") in a form substantially similar to that attached hereto as either Exhibit A or Exhibit B signed on behalf of the Company by its Chief Executive Officer or Chairman of the board of directors (the "***Board***") or other authorized officer of the Company, and complete the liquidation of the Trust Account and distribute the Property in the Trust Account only as directed in the Termination Letter and the other documents referred to therein (less up to $100,000 of all interest arising from the Property that may be released to the Company to pay dissolution expenses) or (y) February 18, 2013, if a Termination Letter has not been received by the Trustee prior to such date, in which case the Trust Account shall be liquidated in accordance with the procedures set forth in the Termination Letter attached as Exhibit B and the Property in the Trust Account distributed to the Public Stockholders of record as of such date (less up to $100,000 of all interest arising from the Property that may be released to the Company to pay dissolution expenses); provided, however, that in the event the Trustee receives a Termination Letter in a form substantially similar to Exhibit B hereto, or if the Trustee begins to liquidate the Property because it has received no such Termination Letter by February 18, 2013, the Trustee shall keep the Trust Account open until the earliest to occur of (i) twelve (12) months following the date the Property has been distributed to the Public Stockholders; (ii) the Trustee's receipt of a letter in a form substantially similar to Exhibit D hereto and the completion by the Trustee of the distribution of the amounts specified therein; and (iii) the Trustee's receipt of a written notice from the Company's independent registered public accountants stating that the Company will not be receiving any tax refund on its income tax payments;

(j) Upon written request from the Company, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit C (a "***Tax Payment Withdrawal Instruction***"), withdraw from the Trust Account and distribute to the Company the amount requested by the Company to cover any income or franchise tax obligation owed by the Company as a result of assets of the Company or interest or other income earned on the Property, which amount shall be delivered directly to the Company by electronic funds transfer or other method of prompt payment, and the Company shall forward such payment to the relevant taxing authority; provided, however, that to the extent there is not sufficient cash in the Trust Account to pay such tax obligation, the Trustee shall liquidate such assets held in the Trust Account as shall be designated by the Company in writing to make such distribution; provided further that if the tax to be paid is a franchise tax, the written request by the Company to make such distribution shall be accompanied by a copy of the franchise tax bill from the State of Delaware for the Company and a written statement from the principal financial officer of the Company setting forth the actual amount payable. The written request of the Company referenced above shall constitute presumptive evidence that the Company is entitled to said funds, and the Trustee shall have no responsibility to look beyond said request;

(k) Upon written request from the Company given after distribution of the Property to the Public Stockholders, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit D (a "***Tax Refund Instruction***"), distribute to the Public Stockholders, less amounts to be disbursed to the Company to cover accrued expenses as set forth in the Tax Refund Instruction, amounts deposited by the Company into the Trust Account that the Company has represented to be tax refund(s) of the Company's income tax payments;

(l) Upon written request from the Company, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit E (an "***Interest Withdrawal Instruction***"), distribute to the Company the amount requested by the Company to be used for working capital requirements; provided, however, that the aggregate amount of all such distributions pursuant to this Section 1(l) shall not exceed $1,750,000 in interest income (net of franchise and income taxes payable), in the event the underwriters' over-allotment option in the Offering is not exercised in full, or 2,007,250 in interest income (net of franchise and income taxes payable), if the underwriters' over-allotment option in the Offering is exercised in full (or, if the over-allotment option is not exercised in full, but is exercised in part, the amount in interest income (net of franchise and income taxes payable) to be released shall be increased above $1,750,000 proportionally in relation to the proportion of the over-allotment option which was exercised);

(m) Upon written request from the Company, which may be given from time to time in a form substantially similar to that attached hereto as Exhibit F (a "***Permitted Purchase of Shares Withdrawal Instruction***"), the Trustee shall distribute to the Company the amount requested by the Company to be used to purchase up to 8,750,000 shares of the Common Stock, in the event the underwriters' over-allotment option in the Offering is not exercised in full or up to 10,062,500 shares of the Common Stock in the event the underwriters' over-allotment option in the Offering is exercised in full, not to exceed the per share amount then held in the Trust Account (or, if the over-allotment option is not exercised in full, but is exercised in part, the number of shares that may be purchased shall be increased above 8,750,000 proportionally in relation to the proportion of the over-allotment option which was exercised) (such purchase hereinafter referred to as the "***Permitted Purchases***"); provided, however, that to the extent there is not sufficient cash in the Trust Account to make such distribution the Trustee shall liquidate such assets held in the Trust Account as shall be designated by the Company in writing to make such distribution; and

(n) Not make any withdrawals or distributions from the Trust Account other than pursuant to Section 1(i), (j), (k), (l) or (m) above.

2. Agreements and Covenants of the Company. The Company hereby agrees and covenants to:

(a) Give all instructions to the Trustee hereunder in writing, signed by the Company's Chairman of the Board, President, Chief Executive Officer or Chief Financial Officer. In addition, except with respect to its duties under Sections 1(i) through 1(m) hereof, the Trustee shall be entitled to rely on, and shall be protected in relying on, any verbal or telephonic advice or instruction which it, in good faith and with reasonable care, believes to be given by any one of the persons authorized above to give written instructions, provided that the Company shall promptly confirm such instructions in writing;

(b) Subject to Section 4 hereof, hold the Trustee harmless and indemnify the Trustee from and against any and all expenses, including reasonable counsel fees and disbursements, or losses suffered by the Trustee in connection with any action taken by it hereunder and in connection with any action, suit or other proceeding brought against the Trustee involving any claim, or in connection with any claim or demand, which in any way arises out of or relates to this Agreement, the services of the Trustee hereunder, or the Property or any interest earned on the Property, except for expenses and losses resulting from the Trustee's gross negligence, fraud or willful misconduct. Promptly after the receipt by the Trustee of notice of demand or claim or the commencement of any action, suit or proceeding, pursuant to which the Trustee intends to seek indemnification under this Section 2(b), it shall notify the Company in writing of such claim (hereinafter referred to as the "***Indemnified Claim***"). The Trustee shall have the right to conduct and manage the defense against such Indemnified Claim; provided that the Trustee shall obtain the consent of the Company with respect to the selection of counsel, which consent shall not be unreasonably withheld. The Trustee may not agree to settle any Indemnified Claim without the prior written consent of the Company, which such consent shall not be unreasonably withheld. The Company may participate in such action with its own counsel;

(c) Pay the Trustee the fees set forth on Schedule A hereto, including an initial acceptance fee and a monthly administration fee, which fees shall be subject to modification by the parties from time to time. It is expressly understood that the Property shall not be used to pay such fees unless and until it is distributed to the Company pursuant to Sections 1(j) through 1(m) hereof. The Company shall pay the Trustee the initial acceptance fee and the first monthly fee at the consummation of the Offering. The Trustee shall refund to the Company the monthly fee (on a pro rata basis) with respect to any period after the liquidation of the Trust Account. The Company shall not be responsible for any other fees or charges of the Trustee except as set forth in this Section 2(c) and as may be provided in Section 2(b) hereof;

(d) In connection with any vote of the Company's stockholders regarding a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or similar business combination involving the Company and one or more businesses (a "***Business Combination***"), provide to the Trustee an affidavit or certificate of the inspector of elections for the stockholder meeting verifying the vote of such stockholders regarding such Business Combination;

(e) Provide Citigroup Global Markets Inc. with a copy of any Termination Letter(s) and/or any other correspondence that is sent to the Trustee with respect to any proposed withdrawal from the Trust Account promptly after it issues the same;

(f) In the event the Company is entitled to receive a tax refund on its income tax obligation, and promptly after the amount of such refund is determined on a final basis, provide the Trustee with notice in writing (with a copy to Citigroup Global Markets Inc.) of the amount of such income tax refund in the form of Exhibit D hereto; and

(g) Instruct the Trustee to make only those distributions that are permitted under this Agreement, and refrain from instructing the Trustee to make any distributions that are not permitted under this Agreement.

3. Limitations of Liability. The Trustee shall have no responsibility or liability to:

(a) Take any action with respect to the Property, other than as directed in Section 1 hereof, and the Trustee shall have no liability to any party except for liability arising out of the Trustee's gross negligence, fraud or willful misconduct;

(b) Institute any proceeding for the collection of any principal and income arising from, or institute, appear in or defend any proceeding of any kind with respect to, any of the Property unless and until it shall have received instructions from the Company given as provided herein to do so and the Company shall have advanced or guaranteed to it funds sufficient to pay any expenses incident thereto;

(c) Refund any depreciation in principal of any Property;

(d) Assume that the authority of any person designated by the Company to give instructions hereunder shall not be continuing unless provided otherwise in such designation, or unless the Company shall have delivered a written revocation of such authority to the Trustee;

(e) The other parties hereto or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the Trustee's best judgment, except for the Trustee's gross negligence, fraud or willful misconduct. The Trustee may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Trustee, which counsel may be the Company's counsel), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained) which the Trustee believes, in good faith and with reasonable care, to be genuine and to be signed or presented by the proper person or persons. The Trustee shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement or any of the terms hereof, unless evidenced by a written instrument delivered to the Trustee, signed by the proper party or parties and, if the duties or rights of the Trustee are affected, unless it shall give its prior written consent thereto;

(f) Verify the accuracy of the information contained in the Registration Statement,

(g) Provide any assurance that any Business Combination entered into by the Company or any other action taken by the Company is as contemplated by the Registration Statement;

(h) File information returns with respect to the Trust Account with any local, state or federal taxing authority or provide periodic written statements to the Company documenting the taxes payable by the Company, if any, relating to any interest income earned on the Property;

(i) Prepare, execute and file tax reports, income or other tax returns and pay any taxes with respect to any income generated by, and activities relating to, the Trust Account, regardless of whether such tax is payable by the Trust Account or the Company, including, but not limited to, income tax obligations, except pursuant to Section 1(j) hereof; or

(j) Verify calculations, qualify or otherwise approve the Company's written requests for distributions pursuant to Sections 1(i) through 1(m) hereof.

4. Trust Account Waiver. The Trustee has no right of set-off or any right, title, interest or claim of any kind ("***Claim***") to, or to any monies in, the Trust Account, and hereby irrevocably waives any Claim to, or to any monies in, the Trust Account that it may have now or in the future. In the event the Trustee has any Claim against the Company under this Agreement, including, without limitation, under Section 2(b) or Section 2(c) hereof, the Trustee shall pursue such Claim solely against the Company and its assets outside the Trust Account and not against the Property or any monies in the Trust Account.

5. Termination. This Agreement shall terminate as follows:

(a) If the Trustee gives written notice to the Company that it desires to resign under this Agreement, the Company shall use its reasonable efforts to locate a successor trustee, pending which the Trustee shall continue to act in accordance with this Agreement. At such time that the Company notifies the Trustee that a successor trustee has been appointed and has agreed to become subject to the terms of this Agreement, the Trustee shall transfer the management of the Trust Account to the successor trustee, including but not limited to the transfer of copies of the reports and statements relating to the Trust Account, whereupon this Agreement shall terminate; provided, however, that in the event that the Company does not locate a successor trustee within ninety (90) days of receipt of the resignation notice from the Trustee, the Trustee may submit an application to have the Property deposited with any court in the State of New York or with the United States District Court for the Southern District of New York and upon such deposit, the Trustee shall be immune from any liability whatsoever; or

(b) At such time that the Trustee has completed the liquidation of the Trust Account and its obligations in accordance with the provisions of Section 1(i) hereof (which section may not be amended under any circumstances) and distributed the Property in accordance with the provisions of the Termination Letter, this Agreement shall terminate except with respect to Section 2(b).

6. Miscellaneous.

(a) The Company and the Trustee each acknowledge that the Trustee will follow the security procedures set forth below with respect to funds transferred from the Trust Account. The Company and the Trustee will each restrict access to confidential information relating to such security procedures to authorized persons. Each party must notify the other party immediately if it has reason to believe unauthorized persons may have obtained access to such confidential information, or of any change in its authorized personnel. In executing funds transfers, the Trustee shall rely upon all information supplied to it by the Company, including, account names, account numbers, and all other identifying information relating to a Beneficiary, Beneficiary's bank or intermediary bank. Except for any liability arising out of the Trustee's gross negligence, fraud or willful misconduct, the Trustee shall not be liable for any loss, liability or expense resulting from any error in the information or transmission of the funds.

(b) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. This Agreement may be executed in several original or facsimile counterparts, each one of which shall constitute an original, and together shall constitute but one instrument.

(c) This Agreement contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. Except for Section 1(i) hereof (which section may not be amended under any circumstances), this Agreement or any provision hereof may only be changed, amended or modified (other than to correct a typographical error) by a writing signed by each of the parties hereto.

(d) This Agreement or any provision hereof may only be changed, amended or modified pursuant to Section 6(c) hereof with the Consent of the Stockholders; provided, however, that no such change, amendment or modification may be made to Section 1(i) hereof (which section may not be amended under any circumstances), it being the specific intention of the parties hereto that each of the Company's stockholders is, and shall be, a third party beneficiary of this Section 6(d) with the same right and power to enforce this Section 6(d) as the other parties hereto. For purposes of this Section 6(d), the "***Consent of the Stockholders***" means receipt by the Trustee of a certificate from the inspector of elections of the stockholder meeting certifying that either (i) the Company's stockholders of record as of a record date established in accordance with Section 213(a) of the Delaware General Corporation Law, as amended ("***DGCL***"), who hold sixty-five percent (65%) or more of all then outstanding shares of the Common Stock, have voted in favor of such change, amendment or modification, or (ii) the Company's stockholders of record as of the record date who hold sixty-five percent (65%) or more of all then outstanding shares of the Common Stock, have delivered to such entity a signed writing approving such change, amendment or modification. Except for any liability arising out of the Trustee's gross negligence, fraud or willful misconduct, the Trustee may rely conclusively on the certification from the inspector or elections referenced above and shall be relieved of all liability to any party for executing the proposes amendment in reliance thereon.

(e) The parties hereto consent to the jurisdiction and venue of any state or federal court located in the City of New York, State of New York, for purposes of resolving any disputes hereunder. AS TO ANY CLAIM, CROSS-CLAIM OR COUNTERCLAIM IN ANY WAY RELATING TO THIS AGREEMENT, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY.

(f) Any notice, consent or request to be given in connection with any of the terms or provisions of this Agreement shall be in writing and shall be sent by express mail or similar private courier service, by certified mail (return receipt requested), by hand delivery or by facsimile transmission:

if to the Trustee, to:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela
Fax No.: (718) 921-8355

if to the Company, to:

Global Eagle Acquisition Corp.
10900 Wilshire Blvd., Suite 1500
Los Angeles, California 90024
Attn: Harry E. Sloan
Fax No.: (310) 209-7225

in each case, with copies to:

McDermott Will & Emery LLP
340 Madison Avenue
New York, New York 10173
Attn: Joel L. Rubinstein
Fax No.: (212) 547-5444

and

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attn: General Counsel
Fax No.: (212) 816-7912

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Bruce S. Mendelsohn, Esq.
Fax No.: (212) 872-1002

(g) Each of the Company and the Trustee hereby represents that it has the full right and power and has been duly authorized to enter into this Agreement and to perform its respective obligations as contemplated hereunder. The Trustee acknowledges and agrees that it shall not make any claims or proceed against the Trust Account, including by way of set-off, and shall not be entitled to any funds in the Trust Account under any circumstance.

(h) Each of the Company and the Trustee hereby acknowledges and agrees that Citigroup Global Markets Inc., on behalf of the Underwriters, is a third party beneficiary of this Agreement.

(i) Except as specified herein, no party to this Agreement may assign its rights or delegate its obligations hereunder to any other person or entity.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Investment Management Trust Agreement as of the date first written above.

American Stock Transfer & Trust Company, LLC,
as Trustee

By: /s/ Felix Orihuela
Name: Felix Orihuela
Title: Vice President

Global Eagle Acquisition Corp.

By: /s/ James A. Graf
Name: James A. Graf
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

SCHEDULE A

Fee Item	Time and method of payment
Initial acceptance fee.	Initial closing of Offering by wire transfer.
Monthly fee.	First month, initial closing of Offering by wire transfer; thereafter by wire transfer or check.

EXHIBIT A

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Termination Letter

Gentlemen:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), this is to advise you that the Company has entered into an agreement with ____________("***Target Business***") to consummate a business combination with Target Business ("***Business Combination***") on or about **[insert date]**. The Company shall notify you at least forty-eight (48) hours in advance of the actual date of the consummation of the Business Combination ("***Consummation Date***"). Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to commence to liquidate all of the assets of the Trust Account on **[insert date]**, and to transfer the proceeds into the trust checking account at Citibank, N.A. to the effect that, on the Consummation Date, all of funds held in the Trust Account will be immediately available for transfer to the account or accounts that the Company shall direct on the Consummation Date. It is acknowledged and agreed that while the funds are on deposit in the trust checking account at Citibank, N.A. awaiting distribution, the Company will not earn any interest or dividends.

On the Consummation Date (i) counsel for the Company shall deliver to you written notification that the Business Combination is in the process of being consummated (the "***Notification***") and (ii) the Company shall deliver to you a written instruction signed by the Company and Citigroup Global Markets Inc. with respect to the transfer of the funds held in the Trust Account (the "***Instruction Letter***"). You are hereby directed and authorized to transfer the funds held in the Trust Account immediately upon your receipt of the Notification and the Instruction Letter, in accordance with the terms of the Instruction Letter. In the event that certain deposits held in the Trust Account may not be liquidated by the Consummation Date without penalty, you will notify the Company in writing of the same and the Company shall direct you as to whether such funds should remain in the Trust Account and be distributed after the Consummation Date to the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated.

In the event that the Business Combination is not consummated on the Consummation Date described in the notice thereof and we have not notified you on or before the original Consummation Date of a new Consummation Date, then upon receipt by the Trustee of written instructions from the Company, the funds held in the Trust Account shall be reinvested as provided in Section 1(c) of the Trust Agreement on the business day immediately following the Consummation Date as set forth in the notice as soon thereafter as possible.

Very truly yours,

Global Eagle Acquisition Corp.

By: ________________________
Name: ________________________
Title: ________________________

cc: Citigroup Global Markets Inc.

EXHIBIT B

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Termination Letter

Gentlemen:

Pursuant to Section 1(i) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), this is to advise you that the Company has been unable to effect a business combination with a Target Business ("***Business Combination***") within the time frame specified in the Company's certificate of incorporation, as described in the Company's Prospectus relating to the Offering. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to liquidate all of the assets in the Trust Account on ____________, 20___ and to transfer the total proceeds into the trust checking account at Citibank, N.A. to await distribution to the Public Stockholders. The Company has selected February 18, 2013 as the record date for the purpose of determining the Public Stockholders entitled to receive their share of the liquidation proceeds. You agree to be the Paying Agent of record and, in your separate capacity as Paying Agent, agree to distribute said funds directly to the Company's Public Stockholders in accordance with the terms of the Trust Agreement and the certificate of incorporation of the Company. Upon the distribution of all the funds, net of any payments necessary for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated, except to the extent otherwise provided in Section 1(k) of the Trust Agreement.

Very truly yours,

Global Eagle Acquisition Corp.

By: ______________________________
Name: ______________________________
Title: ______________________________

cc: Citigroup Global Markets Inc.

EXHIBIT C

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Tax Payment Withdrawal Instruction

Gentlemen:

Pursuant to Section 1(j) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), the Company hereby requests that you deliver to the Company $___________ of the interest income earned on the Property as of the date hereof. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

The Company needs such funds to pay for the tax obligations as set forth on the attached tax return or tax statement. In accordance with the terms of the Trust Agreement, you are hereby directed and authorized to transfer (via wire transfer) such funds promptly upon your receipt of this letter to the Company's operating account at:

[WIRE INSTRUCTION INFORMATION]

Very truly yours,

Global Eagle Acquisition Corp.

By: ______________________________
Name: ___________________________
Title: ____________________________

cc: Citigroup Global Markets Inc.

EXHIBIT D

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Tax Refund Instruction

Gentlemen:

Pursuant to Section 1(k) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), this is to advise you that the Company will be receiving a refund in the amount of $_________ representing a portion of the taxes it paid to satisfy its income tax obligation. Capitalized terms used but not defined herein shall have the meanings set forth in the Trust Agreement.

In accordance with the terms of the Trust Agreement, we hereby authorize you to deposit the proceeds of such tax refund into the Trust Account, and to transfer the total proceeds to the trust checking account at Citibank, N.A. for immediate distribution, less amounts for accrued expenses of the Company as set forth below, to the Company's Public Stockholders of record as of the date on which the Company redeemed the shares of Common Stock sold in the Offering; provided, that $___________ shall instead be disbursed to the Company to cover accrued expenses. You agree to be the Paying Agent of record and, in your separate capacity as Paying Agent, agree to distribute said funds directly to the Public Stockholders in accordance with the terms of the Trust Agreement and the certificate of incorporation of the Company. Upon the distribution of all the funds, net of any payments for reasonable unreimbursed expenses related to liquidating the Trust Account, your obligations under the Trust Agreement shall be terminated:

[WIRE INSTRUCTION INFORMATION]

Very truly yours,

Global Eagle Acquisition Corp.

By: ____________________________
Name: ____________________________
Title: ____________________________

cc: Citigroup Global Markets Inc.

EXHIBIT E

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Interest Withdrawal Instruction

Gentlemen:

Pursuant to Section 1(l) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), this is to advise you that the Company hereby requests that you deliver to the Company $__________ of the interest, net of franchise and income taxes payable, earned on the Property as of the date hereof, which does not exceed, in the aggregate with all such prior disbursements pursuant to Section 1(l), if any, the maximum amount set forth in Section 1(l).

The Company needs such funds to cover working capital requirements. In accordance with the terms of the Trust Agreement, you are hereby directed and authorized to transfer (via wire transfer) such funds promptly upon your receipt of this letter to the Company's operating account at:

[WIRE INSTRUCTION INFORMATION]

Very truly yours,

Global Eagle Acquisition Corp.

By: ______________________________
Name: ______________________________
Title: ______________________________

cc: Citigroup Global Markets Inc.

EXHIBIT F

[Letterhead of Company]

[Insert date]

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, New York 11219
Attn: Felix Orihuela

Re: Trust Account No. Permitted Purchase of Shares Withdrawal Instruction

Gentlemen:

Pursuant to Section 1(m) of the Investment Management Trust Agreement between Global Eagle Acquisition Corp. ("***Company***") and American Stock Transfer & Trust Company, LLC ("***Trustee***"), dated as of May 12, 2011 ("***Trust Agreement***"), this is to advise you that the Company hereby requests that you deliver to the Company $____________ to fund the Permitted Purchases (as defined in the Trust Agreement).

In accordance with the terms of the Trust Agreement, you are hereby directed and authorized to transfer (via wire transfer) such funds promptly upon your receipt of this letter to the Company's operating account at:

[WIRE INSTRUCTION INFORMATION]

Very truly yours,

Global Eagle Acquisition Corp.

By: ____________________
Name: ____________________
Title: ____________________

cc: Citigroup Global Markets Inc.

Exhibit 99.1

INDEX TO FINANCIAL STATEMENT

Audited Financial Statement of Global Eagle Acquisition Corp. (a corporation in the development stage):

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors of
Global Eagle Acquisition Corp.

We have audited the accompanying balance sheet of Global Eagle Acquisition Corp. (a corporation in the development stage) (the "Company") as of May 19, 2011. This financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statement, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statement referred to above present fairly, in all material respects, the financial position of Global Eagle Acquisition Corp. (a corporation in the development stage) as of May 19, 2011, in conformity with accounting principles generally accepted in the United States of America.

/s/ ROTHSTEIN, KASS & COMPANY, P.C.
Rothstein, Kass & Company, P.C.
Roseland, New Jersey
May 23, 2011

GLOBAL EAGLE ACQUISITION CORP.
(A Corporation in the Development Stage)

BALANCE SHEET
As of May 19, 2011

ASSETS:	
Current assets:	
Cash and cash equivalents	$ 1,010,382
Prepaid insurance	81,384
Total current assets	1,091,766
Cash equivalents held in Trust Account	189,626,500
Total assets	$ 190,718,266
LIABILITIES AND STOCKHOLDERS' EQUITY:	
Current liabilities:	
Accrued expenses	$ 17,235
Deferred underwriting compensation	6,647,375
Total liabilities	6,664,610
Common stock subject to possible redemption; 17,933,551 shares (at redemption value of approximately $9.984)	179,053,655
Stockholders' equity:	
Preferred stock, $0.0001 par value; 1,000,000 shares authorized; none issued and outstanding	—
Common stock, $0.0001 par value; 400,000,000 shares authorized; 23,161,585 shares issued and outstanding (including 17,933,551 shares subject to possible redemption)	2,316
Additional paid-in capital	5,016,206
Deficit accumulated during the development stage	(18,521)
Total stockholders' equity, net	5,000,001
Total liabilities and stockholders' equity	$ 190,718,266

See accompanying notes to balance sheet.

GLOBAL EAGLE ACQUISITION CORP.
(A Corporation in the Development Stage)

NOTES TO BALANCE SHEET

1. Organization and Business Operations

Incorporation

Global Eagle Acquisition Corp. (the "Company"), a corporation in the development stage, was incorporated in Delaware on February 2, 2011.

Sponsor

The Company's sponsor is Global Eagle Acquisition, LLC, a Delaware limited liability company (the "Sponsor"). Members of the Sponsor include Harry E. Sloan, the Company's Chairman and Chief Executive Officer, Jeff Sagansky, the Company's President, and James A. Graf, the Company's Vice President, Chief Financial Officer, Treasurer and Secretary.

Fiscal Year End

The Company has selected December 31 as its fiscal year end.

Business Purpose

The Company was formed for the purpose of acquiring, through a merger, capital stock exchange, asset acquisition, stock purchase, reorganization or other similar business combination, one or more operating businesses or assets that the Company has not yet identified ("Business Combination"). The Company has neither engaged in any operations nor generated significant revenue to date. The Company is considered to be in the development stage as defined in FASB Accounting Standard Codification, or ASC 915, "Development Stage Entities," and is subject to the risks associated with activities of development stage companies.

The Company's management has broad discretion with respect to the Business Combination. However, there is no assurance that the Company will be able to successfully effect a Business Combination.

Financing

The registration statement for the Company's initial public offering (the "Public Offering") (as described in Note 3) was declared effective by the United States Securities and Exchange Commission on May 12, 2011. On May 18, 2011, simultaneously with the closing of the Public Offering, members of the Sponsor purchased $5,250,000 of warrants in a private placement (Note 4).

Upon the closing of the Public Offering and the private placement, $189,626,500 was placed in the Trust Account (discussed below).

Trust Account

The trust account (the "Trust Account") can be invested in permitted United States "government securities" within the meaning of Section 2(a)(16) of the Investment Company Act of 1940, as amended (the "Investment Company Act"), having a maturity of 180 days or less or in money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act which invest only in direct U.S. government treasury obligations.

The Company's amended and restated certificate of incorporation provides that, except for a portion of interest income earned on the Trust Account balance that may be released to the Company to pay any taxes on such interest and to fund working capital requirements, and any amounts necessary for the Company to purchase up to 50% of the Company's public shares if the Company seeks stockholder approval of the Business Combination, none of the funds held in trust will be released until the earlier of: (i) the completion of the Business Combination; or (ii) the redemption of 100% of the shares of common stock included in the units being sold in the Public Offering if the Company is unable to complete a Business Combination within 21 months from the closing of the Public Offering (subject to the requirements of law).

Business Combination

A Business Combination is subject to the following size, focus and stockholder approval provisions:

Size/Control — The Company's Business Combination must occur with one or more target businesses that together have a fair market value of at least 80% of the assets held in the Trust Account (excluding the deferred underwriting commissions and taxes payable on the income earned on the Trust Account) at the time of the agreement to enter into the Business Combination. The Company will not complete a Business Combination unless it acquires a controlling interest in a target company or is otherwise not required to register as an investment company under the Investment Company Act.

Focus — The Company's efforts in identifying prospective target businesses will initially be focused on businesses in the media and entertainment industries but the Company may pursue opportunities in other business sectors.

1. Organization and Business Operations – (continued)

Tender Offer/Stockholder Approval — The Company, after signing a definitive agreement for a Business Combination, will either (i) seek stockholder approval of the Business Combination at a meeting called for such purpose in connection with which stockholders may seek to redeem their shares, regardless of whether they vote for or against the Business Combination, for cash equal to their pro rata share of the aggregate amount then on deposit in the Trust Account, including interest but less franchise and income taxes payable, or (ii) provide stockholders with the opportunity to sell their shares to the Company by means of a tender offer (and thereby avoid the need for a stockholder vote) for an amount in cash equal to their pro rata share of the aggregate amount then on deposit in the Trust Account, including interest but less franchise and income taxes payable. The decision as to whether the Company will seek stockholder approval of the Business Combination or will allow stockholders to sell their shares in a tender offer will be made by the Company, solely in its discretion, and will be based on a variety of factors such as the timing of the transaction and whether the terms of the transaction would otherwise require the Company to seek stockholder approval. If the Company seeks stockholder approval, it will complete its Business Combination only if a majority of the outstanding shares of common stock voted are voted in favor of the Business Combination. However, in no event will the Company redeem its public shares in an amount that would cause its net tangible assets to be less than $5,000,001. In such case, the Company would not proceed with the redemption of its public shares and the related Business Combination, and instead may search for an alternate Business Combination.

Regardless of whether the Company holds a stockholder vote or a tender offer in connection with a Business Combination, a public stockholder will have the right to redeem their shares for an amount in cash equal to their pro rata share of the aggregate amount then on deposit in the Trust Account, including interest but less franchise and income taxes payable. As a result, such shares of common stock are recorded at conversion/tender value and classified as temporary equity upon the completion of the Public Offering, in accordance with Financial Accounting Standards Board, or FASB, ASC Topic 480, “Distinguishing Liabilities from Equity.”

Permitted Purchase of Public Shares — If the Company seeks stockholder approval prior to the Business Combination and does not conduct redemptions pursuant to the tender offer rules, prior to the Business Combination, the Company’s Amended and Restated Certificate of Incorporation permits the release to the Company from the Trust Account amounts necessary to purchase up to 50% of the shares sold in the Public Offering. All shares so purchased by the Company will be immediately cancelled.

Liquidation

If the Company does not complete a Business Combination by February 18, 2013, the Company will (i) cease all operations except for the purpose of winding up, (ii) as promptly as reasonably possible but not more than ten business days thereafter, redeem 100% of the common stock sold as part of the units in the Public Offering, at a per-share price, payable in cash, equal to the aggregate amount then on deposit in the Trust Account, including interest but net of franchise and income taxes payable (less up to $100,000 of such net interest which may be distributed to the Company to pay dissolution expenses), divided by the number of then outstanding public shares, which redemption will completely extinguish public stockholders’ rights as stockholders (including the right to receive further liquidation distributions, if any), subject to applicable law, and subject to the requirement that any refund of income taxes that were paid from the Trust Account which is received after such redemption shall be distributed to the former public stockholders, and (iii) as promptly as reasonably possible following such redemption, subject to the approval of the Company’s remaining stockholders and the Company’s board of directors, dissolve and liquidate, subject in each case to the Company’s obligations under Delaware law to provide for claims of creditors and the requirements of other applicable law.

In the event of liquidation, it is likely that the per share value of the residual assets remaining available for distribution (including Trust Account assets) will be less than the initial public offering price per share in the Public Offering (assuming no value is attributed to the warrants contained in the units to be offered in the Public Offering discussed in Note 3).

2. Significant Accounting Policies

Basis of Presentation

The accompanying balance sheet of the Company is presented in U.S. dollars in conformity with accounting principles generally accepted in the United States of America and pursuant to the rules and regulations of the Securities and Exchange Commission.

This financial statement was approved by management and available for issuance on May 23, 2011. Subsequent events have been evaluated through this date.

2. Significant Accounting Policies – (continued)

Development Stage Company

The Company is considered to be in the development stage as defined by FASB ASC 915, "Development Stage Entities," and is subject to the risks associated with activities of development stage companies. The Company has neither engaged in any operations nor generated any income to date. All activity through the date the financial statements were issued relates to the Company's formation and the Public Offering. Following such offering, the Company will not generate any operating revenues until after completion of a Business Combination, at the earliest. The Company will generate non-operating income in the form of interest income on the Trust Account after the Public Offering.

Cash Equivalents

The Company considers all highly-liquid investments with original maturities of three months or less when acquired to be cash equivalents.

Redeemable Shares of Common Stock

All of the 18,992,500 shares of common stock sold as part of a Unit in the Public Offering contain a redemption feature which allows for the redemption of such shares of common stock under provisions of the Company's Amended and Restated Certificate of Incorporation. In accordance with ASC 480, redemption provisions not solely within the control of the Company require the security to be classified outside of permanent equity. Ordinary liquidation events, which involve the redemption and liquidation of all of the entity's equity instruments, are excluded from the provisions of ASC 480. Although the Company does not specify a maximum redemption threshold, its Amended and Restated Certificate of Incorporation provides that in no event will the Company redeem its public shares in an amount that would cause its net tangible assets (shareholders' equity) to be less than $5,000,001.

The Company recognizes changes in redemption value immediately as they occur and will adjust the carrying value of the security to equal the redemption value at the end of each reporting period. Increases or decreases in the carrying amount of redeemable shares of common stock shall be affected by charges against paid-in capital.

Accordingly, at May 19, 2011, 17,933,551 of the 18,992,500 public shares are classified outside of permanent equity at their redemption value. The redemption value is equal to the pro rata share of the aggregate amount then on deposit in the Trust Account, including interest but less taxes payable.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash accounts in a financial institution which, at times, may exceed the Federal depository insurance coverage of $250,000. The Company has not experienced losses on these accounts and management believes the Company is not exposed to significant risks of such accounts.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

2. Significant Accounting Policies – (continued)

Income Taxes

Deferred income taxes are provided for the differences between the bases of assets and liabilities for financial reporting and income tax purposes. A valuation allowance is established when necessary to reduce deferred tax assets to the amount expected to be realized.

The Company is required to determine whether its tax positions are more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The tax benefit recognized is measured as the largest amount of benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement with the relevant taxing authority. De-recognition of a tax benefit previously recognized results in the Company recording a tax liability that reduces ending retained earnings. Based on its analysis, the Company has determined that it has not incurred any liability for unrecognized tax benefits as of May 19, 2011. The Company's conclusions may be subject to review and adjustment at a later date based on factors including, but not limited to, on-going analyses of and changes to tax laws, regulations and interpretations thereof.

The Company recognizes interest and penalties related to unrecognized tax benefits in interest expense and other expenses, respectively. No interest expense or penalties have been recognized as of and for the period ended May 19, 2011.

The Company may be subject to potential examination by U.S. federal, U.S. state or foreign jurisdiction authorities with respect to its income taxes. These potential examinations may include questioning the timing and amount of deductions, the nexus of income amoung various tax jurisdictions and compliance with U.S. federal, U.S. state and foreign tax laws. The Company's management does not expect that the total amount of unrecognized tax benefits will materially change over the next twelve months.

Fair Value of Financial Instruments

Unless otherwise disclosed, the fair values of financial instruments, including cash equivalents, approximate their carrying amount due primarily to their short-term nature.

Recent Accounting Pronouncements

Management does not believe that any recently issued, but not effective, accounting standards, if currently adopted, would have a material effect on the Company's balance sheet.

3. Public Offering

Public Units

On May 18, 2011, the Company sold 18,992,500 units at a price of $10.00 per unit (the "Public Units") in the Public Offering. Each unit consists of one share of common stock of the Company, $0.0001 par value per share (the "Public Shares"), and one warrant to purchase one share of common stock of the Company (the "Public Warrants").

Public Warrant Terms and Conditions:

Exercise Conditions — Each Public Warrant will entitle the holder to purchase from the Company one share of common stock at an exercise price of $11.50 per share commencing on the later of: (i) 30 days after the completion of the Company's initial Business Combination, or (ii) May 18, 2012, provided that the Company has an effective registration statement covering the shares of common stock issuable upon exercise of the Public Warrants (or the holders of Public Warrants are able to exercise their Public Warrants on a cashless basis as described in the Warrant Agreement). The Public Warrants expire at 5:00 pm, New York time, 5 years after the completion of the Company's initial Business Combination or earlier upon redemption or liquidation. The Public Warrants will be redeemable in whole and not in part at a price of $0.01 per warrant upon a minimum of 30 days' prior written notice of redemption after the Public Warrants become exercisable if, and only if, the last sales price of the Company's common stock equals or exceeds $17.50 per share for any 20 trading days within a 30-trading day period ending on the third trading date prior to the date on which the Company sends the notice of redemption to the Public Warrant holders. If the Public Warrants are redeemed by the Company, management will have the option to require all holders that wish to exercise Public Warrants to do so on a cashless basis.

Registration Risk — In accordance with a warrant agreement relating to the Public Warrants, the Company will be required to use its best efforts to maintain the effectiveness of a registration statement relating to common stock which would be issued upon exercise of the Public Warrants. The Company will not be obligated to deliver securities, and there are no contractual penalties for failure to deliver securities, if a registration statement is not effective at the time of exercise. Additionally, in the event that a registration is not effective at the time of exercise, the holders of such Public Warrants shall not be entitled to exercise such Public Warrants (except on a cashless basis under certain circumstances) and in no event (whether in the case of a registration statement not being effective or otherwise) will the Company be required to net cash settle or cash settle the Public Warrants. Consequently, the Public Warrants may expire unexercised, unredeemed and worthless, and an investor in the Public Offering may effectively pay the full unit price solely for the shares of common stock included in the Public Units.

Accounting — Since the Company is not required to net cash settle the Public Warrants, management has determined that the Public Warrants will be recorded at fair value and classified within stockholders' equity as "Additional paid-in capital" upon their issuance in accordance with FASB ASC 815-40.

Underwriting Agreement

The Company paid an underwriting discount of 2.0% of the Public Unit offering price to the underwriters at the closing of the Public Offering, with an additional fee of 3.5% of the gross offering proceeds payable upon the Company's completion of a Business Combination. The underwriters are not entitled to any interest accrued on the deferred discount.

4. Related Party Transactions

Founder Shares — In February 2011, the Sponsor purchased 4,417,683 shares of common stock, (the "Founder Shares") for $25,000, or $0.01 per share. This amount has been adjusted to give effect to a forward stock split in the form of a dividend in which the Company issued 302,979 shares to the Sponsor in February 2011. All share information in the Company's financial statements have been retroactively restated for the effect of this dividend. Subsequently, in March 2011, the Sponsor transferred an aggregate of 44,176 founder shares to Dennis A. Miller and James M. McNamara, each of whom has agreed to serve on the Company's board of directors upon the closing of the Public Offering.

4. Related Party Transactions – (continued)

Forfeiture — On May 18, 2011, the Sponsor forfeited 248,598 shares of common stock in connection with the partial exercise of the underwriters' over-allotment option, so that the Sponsor and its transferees own 18.0% of the Company's issued and outstanding shares after the Public Offering.

In addition, a portion of the Founder Shares in an amount equal to 4.0% of the Company's issued and outstanding shares after the Public Offering ("Earnout Shares") will be subject to forfeiture on the third anniversary of the closing of the Company's Business Combination unless following the Business Combination (i) the last sales price of the Company's stock equals or exceeds $13.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period or (ii) the Company completes a liquidation, merger, stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of common stock for consideration of cash, securities or other property which equals or exceeds $13.00 per share.

Rights — The Founder Shares are identical to the Public Shares except that (i) the Founder Shares are subject to certain transfer restrictions, as described in more detail below, and (ii) the Sponsor and its transferees have agreed to waive their redemption rights in connection with the Business Combination with respect to the Founder Shares and any Public Shares they may purchase, and to waive their redemption rights with respect to the Founder Shares if the Company fails to complete a Business Combination within 21 months from the closing of the Public Offering.

Voting — If the Company seeks stockholder approval of its Business Combination, the Sponsor will agree to vote the Founder Shares in accordance with the majority of the votes cast by the public stockholders and to vote any Public Shares purchased during or after the Public Offering in favor of the Business Combination.

Liquidation — Although the Sponsor and its permitted transferees will waive their redemption rights with respect to the Founder Shares if the Company fails to complete a Business Combination within the prescribed time frame, they will be entitled to redemption rights with respect to any Public Shares they may own.

Sponsor Warrants — The Sponsor has purchased an aggregate of 7,000,000 warrants (the "Sponsor Warrants") at $0.75 per warrant (for an aggregate purchase price of $5,250,000) from the Company on a private placement basis simultaneously with the closing of the Public Offering.

Exercise Conditions — Each Sponsor Warrant is exercisable into one share of common stock at $11.50 per share. The proceeds from the Sponsor Warrant have been added to the portion of the proceeds from the Public Offering that was placed in the Trust Account. The Sponsor Warrants are identical to the Public Warrants except that the Sponsor Warrants (i) will not be redeemable by the Company as long as they are held by the Sponsor or any of its permitted transferees, (ii) will be subject to certain transfer restrictions described in more detail below and (iii) may be exercised for cash or on a cashless basis.

Accounting — Since the Company is not required to net-cash settle the Sponsor Warrants, the Sponsor Warrants were recorded at fair value and classified within stockholders' equity as "Additional paid-in capital" upon their issuance in accordance with FASB ASC 815-40.

Disposition Restrictions

On the date of the prospectus included in the registration statement for the Public Offering, the Founder Shares and Sponsor Warrants were placed into a segregated escrow account maintained by American Stock Transfer & Trust Company, LLC acting as escrow agent. While in escrow, such securities will not be transferable, other than to certain permitted transferees. The Founder Shares will be released from escrow on the earlier of (x) one year after the completion of the Business Combination or earlier if, subsequent to the Business Combination, the last sales price of the Company's common stock equals or exceeds $13.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the Business Combination, or (y) the date on which the Company completes a liquidation, merger, stock exchange or other similar transaction after the Business Combination that results in all of the Company's stockholders having the right to exchange their shares of common stock for cash, securities or other property. Notwithstanding the foregoing, the Earnout Shares will not be released from escrow unless they no longer are subject to forfeiture, as described above. The Sponsor Warrants will not be released from escrow until 30 days following the completion of the Business Combination.

4. Related Party Transactions – (continued)

Registration Rights

The holders of the Founder Shares, Sponsor Warrants and warrants that may be issued upon conversion of working capital loans will hold registration rights to require the Company to register a sale of any of the securities held by them pursuant to a registration rights agreement. These stockholders will be entitled to make up to three demands, excluding short form demands, that the Company register such securities for sale under the Securities Act. In addition, these stockholders will have "piggy-back" registration rights to include their securities in other registration statements filed by the Company. However, the registration rights agreement provides that the Company will not permit any registration statement filed under the Securities Act to become effective with respect to any securities until they are released from escrow, as described above. The Company will bear the costs and expenses of filing any such registration statements.

Administrative Services and Consulting Fees

The Company has agreed to pay $10,000 a month in total for office space and general and administrative services to Roscomare Ltd., an entity owned and controlled by Harry E. Sloan, the Company's Chairman and Chief Executive Officer. The Company has also agreed to pay $15,000 a month to James A. Graf, the Company's Chief Financial Officer. Services commenced on May 13, 2011, the date the Company's securities were first listed on Nasdaq and will terminate upon the earlier of (i) the completion of a Business Combination or (ii) the liquidation of the Company.

Note Payable

The Company issued an unsecured promissory note (the "Note") to the Sponsor on February 2, 2011 that provided for the Sponsor to advance to the Company, from time to time, up to $200,000 for expenses related to the Public Offering. From February 2, 2011 to May 18, 2011, the Sponsor advanced $140,000 to the Company under the Note. The Note was paid in full on May 18, 2011 and no balance is outstanding.

5. Commitments & Contingencies

The Company is committed to pay a fee equal to 3.5% of the gross offering proceeds of the Public Offering (the "Deferred Discount") to the underwriters upon the Company's consummation of a Business Combination.. The underwriters will not be entitled to any interest accrued on the Deferred Discount, and no Deferred Discount is payable to the underwriters if there is no Business Combination.

6. Income Taxes

The component of the Company's deferred tax asset at May 19, 2011 is as follows:

Net operating loss carry-forward	$	6,297
Less, valuation allowance		(6,297)
	$	—

Management has recorded a full valuation allowance against its deferred tax asset because it does not believe it is more likely than not that sufficient taxable income will be generated. The effective tax rate differs from the statutory rate of 34% due to the establishment of the valuation allowance. The net operating loss carry-forward expires in 2031.

7. Trust Account

A total of $189,626,500, which includes $184,376,500 of the net proceeds from the Public Offering and $5,250,000 from the private placement, has been placed in the Trust Account. As of May 19, 2010, the trust proceeds were invested in the "Goldman Sachs FS Treasury Instrument Fund" money market fund and the "Morgan Stanley MSILF Treasury Securities Fund", funds which invest only in direct U.S. government treasury obligations and meet certain conditions under Rule 2a-7 under the Investment Company Act. As of May 19, 2010, the balance in the Trust Account was $189,626,500.

8. Fair Value Measurement

The Company complies with ASC 820, Fair Value Measurements, for its financial assets and liabilities that are re-measured and reported at fair value at each reporting period, and non-financial assets and liabilities that are re-measured and reported at fair value at least annually.

The following tables present information about the Company's assets that are measured at fair value on a recurring basis as May 19, 2010, and indicates the fair value hierarchy of the valuation techniques the Company utilized to determine such fair value. In general, fair values determined by Level 1 inputs utilize quoted prices (unadjusted) in active markets for identical assets or liabilities. Fair values determined by Level 2 inputs utilize data points that are observable such as quoted prices, interest rates and yield curves. Fair values determined by Level 3 inputs are unobservable data points for the asset or liability, and includes situations where there is little, if any, market activity for the asset or liability:

Fair Value of Financial Assets as of May 19, 2011

Description	Balances at May 19, 2011	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Cash equivalents held outside Trust Account	$ 1,010,382	$ 1,010,382		
Cash equivalents held in Trust Account	$189,626,500	$ 189,626,500		
Total				

The fair values of the Company's cash equivalents and cash and cash equivalents held on the Trust Account are determined through market, observable and corroborated sources.

9. Stockholders' Equity

Common Stock — The authorized common stock of the Company includes up to 400,000,000 shares. Holders of the Company's common stock are entitled to one vote for each share of common stock. At May 19, 2011, there were 23,161,585 shares of common stock outstanding.

Preferred Shares — The Company is authorized to issue 1,000,000 preferred shares with such designations, voting and other rights and preferences as may be determined from time to time by the Board of Directors.

Exhibit 99.2

Harry Sloan and Jeff Sagansky launch Global Eagle Acquisition Corp. with Completion of $190 Million Nasdaq IPO

Largest US SPAC in over three years

LOS ANGELES, CA, May 18, 2011 – Global Eagle Acquisition Corp. (Nasdaq: EAGLU), a special purpose acquisition company (SPAC) led by media executives Harry Sloan and Jeff Sagansky, today announced the closing of its initial public offering in which it raised approximately $190 Million. The Global Eagle IPO is the largest raise by a SPAC based in the United States in over three years.

Global Eagle's purpose is to take advantage of the substantial deal sourcing, investing and operating expertise of its management team to identify and acquire media or entertainment businesses with high growth potential in the United States or internationally.

Global Eagle was formed to complete an acquisition using its cash, debt or securities. There is no limitation on its ability to raise additional funds in connection with its acquisition. As a result, Global Eagle may acquire a target whose enterprise value is a significant multiple of the amount of cash it has raised.

Global Eagle's offering was oversubscribed. Global Eagle initially sought $175 Million, but due to demand, sold 18,992,500 units, at $10 per unit, or approximately $190 Million. Each unit consists of one share of common stock and one warrant to purchase one share of common stock at an exercise price of $11.50 per share.

Citi acted as sole book-running manager for the offering and Deutsche Bank Securities and Macquarie Capital acted as co-managers. McDermott Will & Emery LLP acted as legal counsel to Global Eagle, and Akin Gump Strauss Hauer & Feld LLP acted as legal counsel to the underwriters.

"Jeff and I are encouraged by the strong demand for our stock, and are excited to embark on the global search for a dynamic business to acquire for Global Eagle," said Mr. Sloan. "We believe that our substantial experience in acquiring and managing media companies, combined with Global Eagle's flexible public company structure, will facilitate a large and attractive acquisition."

Mr. Sloan has built, headed and successfully sold two successful publicly traded media companies. He was the founder of SBS Broadcasting, S.A., a leading European media company, which he started in 1990 with a personal investment of $5 Million and sold to private investors in 2005 for $2.5 Billion. Mr. Sloan led a group that originally purchased New World in 1983 for $2 Million. He led a number of transactions while at New World, including New World's initial public offering in 1985, its acquisition of Marvel Entertainment Group, Inc., in 1986, and New World's sale to private investors in 1989 for $260 Million.

Mr. Sagansky brings 30 years of senior executive and investor experience in the media and entertainment industry. Most notably, Mr. Sagansky served as president of CBS Entertainment from 1990 to 1994 and engineered CBS's ratings rise from third to first place in 18 months. After that, he held executive positions at Sony including co-President of Sony Pictures Entertainment, where he built and grew businesses throughout Asia and other emerging markets.

A registration statement relating to these units and the underlying securities was declared effective by the Securities and Exchange Commission on May 12, 2011. This press release shall not constitute an offer to sell nor the solicitation of an offer to buy any securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any state or jurisdiction.

This offering is being made solely by means of a prospectus. A copy of the final prospectus relating to the offering has been be filed with the Securities and Exchange Commission and can be obtained from Citi, Brooklyn Army Terminal, 140 58th Street, 8th Floor, Brooklyn, NY 11220 (Tel: 800 831-9146 or e-mail: batprospectusdept@citi.com).

Information Concerning Forward-Looking Statements

This news release may include “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical facts, included in this news release that address activities, events or developments that Global Eagle expects or anticipates will or may occur in the future are forward-looking statements. These statements are based on certain assumptions and analyses made by Global Eagle in light of its experience and its perception of historical trends, current conditions and expected future developments as well as other factors it believes are appropriate in the circumstances. However, whether actual results and developments will conform with Global Eagle’s expectations and predictions is subject to a number of risks and uncertainties, including, but not limited to the following: changes in general economic, market or business conditions; the opportunities (or lack thereof) that may be presented to and pursued by Global Eagle; changes in laws or regulations; and other factors, many of which are beyond the control of Global Eagle. Information concerning these and other factors can be found in Global Eagle’s filings with the Securities and Exchange Commission. Consequently, all of the forward-looking statements made in this news release are qualified by these cautionary statements and there can be no assurances that the actual results or developments anticipated by Global Eagle will be realized, or even if realized, that they will have the expected consequences to or effects on Global Eagle, its business or operations. We have no intention, and disclaim any obligation, to update or revise any forward-looking statements, whether as a result of new information, future results or otherwise.

MEDIA CONTACT:

Jeff Pryor
Priority PR
e. jeff@prioritypr.net
m. 310-500-7844