

**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): March 29, 2013

GLOBAL EAGLE ENTERTAINMENT INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-35176
(Commission
File Number)

27-4757800
(IRS Employer
Identification No.)

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

Registrant's telephone number, including area code: (310) 209-7280

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry Into a Material Definitive Agreement.

On March 29, 2013, Global Eagle Acquisition LLC, an affiliate of the Registrant, delivered a Waiver to the Registrant pursuant to which Global Eagle Acquisition LLC has agreed to waive the Company's obligations to it under a specific provision of the Warrant Agreement (the "Warrant Agreement"), dated as of May 12, 2011, between the Registrant and American Stock Transfer & Trust Company, LLC, which, among other things, governs the terms of the warrants to purchase shares of common stock of the Registrant owned by Global Eagle Acquisition LLC. The specific provision of the Warrant Agreement to which the Waiver relates requires a reduction of the exercise price of the warrants under certain limited circumstances as further described in the Warrant Agreement. A copy of the Waiver is attached hereto as Exhibit 10.1 and incorporated by reference herein, and the foregoing description of the Waiver is qualified in its entirety by reference thereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Waiver dated March 29, 2013.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

GLOBAL EAGLE ENTERTAINMENT INC.

Dated: March 29, 2013

By: /s/ Michael Pigott

Name: Michael Pigott

Title: General Counsel, Vice President and Secretary

[Signature Page to Form 8-K]

EXHIBIT INDEX

**Exhibit
Number**

Exhibit

10.1 Waiver dated March 29, 2013.

WAIVER

THIS WAIVER (this "Waiver"), is executed as of March 29, 2013, by Global Eagle Acquisition LLC, a Delaware limited liability company (the "Sponsor"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Warrant Agreement (as defined below).

WHEREAS, the Sponsor owns 7,333,334 warrants (the "Sponsor Warrants") to purchase shares of common stock of Global Eagle Entertainment Inc. (f/k/a Global Eagle Acquisition Corp.) (the "Company"), the terms of which are governed by the Warrant Agreement dated as of May 12, 2011, by and between the Company and American Stock Transfer & Trust Company, LLC (the "Warrant Agreement"); and

WHEREAS, the Sponsor deems it in its best interest to waive a specific provision of the Warrant Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sponsor agrees as follows:

1. Waiver. Subject to the limitations set forth in this Waiver, the Sponsor hereby waives, solely with respect to the Sponsor Warrants, the following provision contained in Section 4.4 of the Warrant Agreement:

"provided further, however, that if more than 30% of the consideration receivable by the holders of the Common Stock in the applicable event is payable in the form of common stock in the successor entity that is not listed for trading on a national securities exchange or on the OTC Bulletin Board, or is not to be so listed for trading immediately following such event, then the Warrant Price shall be reduced by an amount (in dollars) equal to the quotient of (x) \$17.50 (subject to adjustment in accordance with Section 6.1 hereof) minus the Per Share Consideration (as defined below) (but in no event, less than zero), and (y): if the applicable event is announced on or prior to the third anniversary of the closing date of the initial Business Combination, 2; if the applicable event is announced after the third anniversary of the closing date of the initial Business Combination and on or prior to the fourth anniversary of the closing date of the initial Business Combination, 2.5; if the applicable event is announced after the fourth anniversary of the closing date of the initial Business Combination and on or prior to the Expiration Date, 3. "***Per Share Consideration***" means (i) if the consideration paid to holders of the Common Stock consists exclusively of cash, the amount of such cash per share of Common Stock, and (ii) in all other cases, the volume weighted average price of the Common Stock as reported during the ten (10) trading day period ending on the trading day prior to the effective date of the applicable event."

2. Limitation of Waiver. The foregoing waiver shall not constitute, nor shall it operate as, an amendment or waiver by the Sponsor of any other term or provision of the Warrant Agreement or any other instrument or agreement referred to therein.
3. Applicable Law. The validity, interpretation, and performance of this Waiver shall be governed in all respects by 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.
4. Counterparts. This Waiver may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the undersigned has caused this Waiver to be duly executed as of the date first above written.

GLOBAL EAGLE ACQUISITION LLC

By: /s/ James A. Graf

Name: James A. Graf

Title: CFO, VP, Secretary and Treasurer

Acknowledged and agreed

GLOBAL EAGLE ENTERTAINMENT INC.

/s/ Michael Pigott

Name: Michael Pigott

Title: General Counsel, Vice President and Secretary

[Signature page to Waiver]
