

**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): December 28, 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.)

4553 Glencoe Avenue, Los Angeles, California 90292

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: (310) 437-6000

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))
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Item 1.01 Entry Into A Material Definitive Agreement.

On December 28, 2013, Global Eagle Entertainment Inc., a Delaware corporation (the “Company”), entered into Amendment No. 2 to the Consulting Agreement and Mutual General Release (the “Amendment”), which amends the Consulting Agreement and Mutual General Release dated as of October 2, 2013, as amended on October 14, 2013, by and between the Company and Mr. Bélanger-Martin. A copy of the Amendment is hereby filed as Exhibit 10.1 to this Current Report on Form 8-K, and is incorporated herein by reference, and the description of the Amendment is qualified in its entirety by reference thereto.

The Amendment provides that within 5 business days of December 28, 2013, the Company shall (i) pay Mr. Bélanger-Martin \$2 million in cash and (ii) issue to Mr. Bélanger-Martin 103,977 fully vested shares of common stock, par value \$0.0001 per share (“Common Stock”), of the Company under the Company’s 2013 Equity Incentive Plan. The Amendment further provides that upon Mr. Bélanger-Martin’s receipt of the foregoing, Mr. Bélanger-Martin will relinquish his right to options to purchase 350,000 shares of Common Stock underlying the options granted to Mr. Bélanger-Martin on or about February 19, 2013 and he will no longer serve as a consultant to the Company nor receive any further consulting fees from the Company.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Amendment No. 2 to the Consulting Agreement and Mutual General Release, dated December 28, 2013, by and between the Company and Louis Bélanger-Martin.
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SIGNATURES

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

GLOBAL EAGLE ENTERTAINMENT INC.

Dated: December 30, 2013

By: /s/ Michael Pigott

Name: Michael Pigott

Title: VP Legal

[Signature Page to Form 8-K]

EXHIBIT INDEX

**Exhibit
Number**

Exhibit

- 10.1 Amendment No. 2 to the Consulting Agreement and Mutual General Release, dated December 28, 2013, by and between the Company and Louis Bélanger-Martin.
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AMENDMENT NO. 2 TO THE CONSULTING AGREEMENT AND MUTUAL GENERAL RELEASE

This AMENDMENT NO. 2 TO THE CONSULTING AGREEMENT AND MUTUAL GENERAL RELEASE (the "*Amendment*") is entered into on December 28, 2013, by and between Global Eagle Entertainment Inc., a Delaware corporation (the "*Company*"), and Louis Bélanger-Martin, for himself and his heirs, successors and assigns (collectively, "*Executive*").

WITNESSETH:

WHEREAS, the Company and Executive entered into a Consulting Agreement and Mutual General Release dated as of October 2, 2013, as amended on October 14, 2013 (the "Agreement"); and

WHEREAS, the Company and Executive desire to further amend the Agreement as provided in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, promises and agreements hereinafter set forth, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties to this Amendment, intending to be legally bound, hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein, unless otherwise defined herein, have the meanings ascribed to them in the Agreement.

Section 2. Amendment to Section 2(b). Section 2(b) of the Agreement is deleted in its entirety and replaced with the following text:

"INTENTIONALLY OMITTED"

Section 3. Amendment to Section 2(c). Section 2(c) of the Agreement is deleted in its entirety and replaced with the following text:

"(c) Executive shall receive a payment of (A) \$2 million in cash and (B) 103,977 fully vested shares of common stock, par value \$0.0001 per share ("*Common Stock*"), of the Company (the "*Issued Shares*") to be paid by the Company within five (5) business days of December 28, 2013. Notwithstanding anything to the contrary contained herein, in no event shall the aggregate number of shares of Common Stock that may be issued hereunder exceed 19.9% of either (a) the total number of shares of Common Stock outstanding on the date of the Agreement or (b) the total voting power of the Company's securities outstanding on the date of the Agreement that are entitled to vote on matters voted on by holders of the Common Stock, unless and until the Company has obtained the approval of its stockholders as required by the applicable rules of The Nasdaq Stock Market for issuances of shares in excess of such amount; provided, however, that any such excess will be paid by the Company in cash. The Company will issue the Issued Shares under the Company's 2013 Equity Incentive Plan. Until the date which is ninety (90) days after Executive is no longer a member of the Board or otherwise an affiliate of the Company, the Company shall make available adequate current public information with respect to the Company, as contemplated by Rule 144 under the Securities Act of 1933, as amended (the "*Securities Act*"). Executive agrees that the Issued Shares shall be subject to a lock-up that prohibits the sale of such shares for a period of one (1) year from the date of issuance. Such restriction on the sale of the Issued Shares shall be in addition to any and all other restrictions imposed on such sale by the Securities Act and the rules and regulations thereunder. The Company will prepare and file with the Securities and Exchange Commission the initial notice of issuance of the Issued Shares to Executive required by Section 16 ("*Section 16*") of the Securities Exchange Act of 1934, as amended, provided that all other forms required to be filed by Executive pursuant to Section 16 shall be the responsibility of Executive unless such forms are routinely prepared and filed by the Company on behalf of the Company's officers and directors. In connection with the transactions contemplated by this Agreement, Executive has agreed to relinquish his right to options to purchase 400,000 shares of Common Stock of the Company issued to him on or about February 19, 2013 (the "*February 2013 Options*"). On Executive's receipt of the compensation payable under this subsection (c), Executive shall expressly relinquish his right to options to purchase the remaining 350,000 shares of Common Stock underlying the February 2013 Options. In furtherance thereof, Executive acknowledges and agrees that (i) the foregoing payment is in exchange for the relinquishment of Executive's February 2013 Options, (ii) any consulting fees paid by the Company to Executive were solely in respect of consulting services provided by Executive to the Company (and such services were performed in Canada for the benefit of the Company) and were not (A) for any past performance or employment obligations while Executive was Chief Executive Officer of AIA or (B) for AIA or any affiliated entity of AIA (other than the Company), (iii) the Company will take any and all actions it deems necessary or advisable in its sole discretion in order to comply with its requisite reporting obligations for U.S. or Canadian income tax purposes, (iv) Executive is required to timely report, file, remit and pay any taxes Executive owes (whether as an independent contractor, a member of the Board and/or otherwise) in respect of, related to, resulting from or arising out of any payments made by the Company to Executive hereunder or in connection with the consulting services provided by Executive to the Company and (v) Executive acknowledges that he is being paid gross amounts under this Agreement and for Executive's consulting services, and that no taxes are being withheld, and that the Executive is therefore fully responsible for any such taxes owed by him in Canada, the United States, and or in Germany, as and if required by the laws of the respective countries, and that in no way will the Company assume such tax obligations and responsibilities resulting from or arising out of any payments made by the Company to Executive hereunder or in connection with the consulting services provided by Executive to the Company."

Section 4. Effect of Amendment. Except as explicitly amended by the terms of this Amendment, the terms of the Agreement shall remain in effect and are unchanged by this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be duly executed, all as of the day and year first above written.

COMPANY:

GLOBAL EAGLE ENTERTAINMENT INC.

By: /s/ David Davis

Name: David Davis

Title: Chief Financial Officer

EXECUTIVE:

/s/ Louis Bélanger-Martin

Name: Louis Bélanger-Martin
