

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): January 16, 2014**

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**GLOBAL EAGLE ENTERTAINMENT INC.**  
(Exact name of registrant as specified in its charter)

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**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)

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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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On January 16, 2014, the board of directors (the “Board”) of Global Eagle Entertainment Inc., a Delaware corporation (the “Company”), appointed David M. Davis to the position of Chief Operating Officer. Mr. Davis, age 47, has been the Company’s Chief Financial Officer and Treasurer since January 31, 2013 and will continue to serve in those roles following his appointment as Chief Operating Officer. There are no family relationships between Mr. Davis and any director or executive officer of the Company, or any person chosen by the Company to become a director or executive officer. There are no related party transactions of the kind described in Item 404(a) of Regulation S-K in which Mr. Davis was a participant.

Prior to serving as Chief Financial Officer and Treasurer of the Company, Mr. Davis was the Chief Financial Officer and a director of Row 44, Inc. (“Row 44”), which became the Company’s wholly-owned subsidiary on January 31, 2013. Mr. Davis was a director of Row 44 since December 2011 and Chief Financial Officer of Row 44 since November 2012. In 2010, Mr. Davis co-founded Bearpath Capital, LLC, a private equity investment and advisory firm. From December 2008 to September 2010, he was a senior managing director at Perseus, LLC, a private equity investment firm. From February 2009 to March 2010, Mr. Davis also served as Chairman of the Board and Chief Executive Officer of Workflow Management, Inc., one of the largest printing and promotional products companies in the United States. From July 2010 to December 2011, Mr. Davis served as Chief Executive Officer and director of Established Brands, a footwear and apparel company. From August 2005 to December 2008, Mr. Davis served as a senior financial executive, including Chief Financial Officer, of Northwest Airlines, where he was part of a small team that restructured the company and merged it successfully with Delta Air Lines. From 2002 to 2004 Mr. Davis served as a senior financial executive, including CFO, of US Airways. Mr. Davis holds a Bachelor of Aerospace Engineering and Mechanics and a Master of Business Administration, both from the University of Minnesota.

In connection with Mr. Davis’ appointment to Chief Operating Officer, the Company and Mr. Davis entered into Amendment No. 1, dated January 17, 2014 (the “Amendment”), to the Executive Employment Agreement, dated as of January 31, 2013, by and between the Company and Mr. Davis (the “Agreement”). The Amendment modifies the Agreement to (i) make Mr. Davis’ current place of employment Minneapolis, Minnesota, (ii) extend the date by which Mr. Davis must establish a permanent residence in the metropolitan area where the Company is headquartered, which currently is Los Angeles, California, to August 1, 2015, and (iii) provide that to the extent that any amounts reimbursed by the Company to Mr. Davis for travel expenses (the “Travel Expense Reimbursement”) are determined to be taxable to Mr. Davis, the Company shall pay such additional amounts up to an aggregate of \$40,000 (“Additional Amounts”) to Mr. Davis as may be necessary to make Mr. Davis whole for any taxes owed or payable by Mr. Davis on the Travel Expense Reimbursement and the Additional Amounts. The foregoing description of the Amendment is qualified in its entirety by reference to the text of the Amendment, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference. Aside from the additional terms provided by the Amendment, the employment of Mr. Davis will continue to be governed by the Agreement, which is filed as Exhibit 10.5 to the Company’s Current Report on Form 8-K filed with the Securities and Exchange Commission on February 6, 2013 and incorporated herein by reference.

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In addition, on January 13, 2014, the Company granted Mr. Davis stock options to purchase 25,000 shares of common stock of the Company, par value \$0.0001 per share, at an exercise price of \$16.70 per share. The options will vest with respect to 25% of the underlying shares on January 13, 2015 and thereafter ratably over the following three years on a monthly basis until fully vested.

### ***Forward-Looking Statements***

The Company makes forward-looking statements in this report within the meaning of the Securities Litigation Reform Act of 1995. These forward-looking statements relate to expectations or forecasts for future events, including without limitation our earnings, revenues, expenses or other future financial or business performance or strategies, or the impact of legal or regulatory matters on our business, results of operations or financial condition. These statements may be preceded by, followed by or include the words “may,” “might,” “will,” “will likely result,” “should,” “estimate,” “plan,” “project,” “forecast,” “intend,” “expect,” “anticipate,” “believe,” “seek,” “continue,” “target” or similar expressions. These forward-looking statements are based on information available to us as of the date they were made, and should not be relied upon as representing our views as of any subsequent date. These forward-looking statements are subject to a number of risks and uncertainties, including without limitation those risks and uncertainties described in the Company’s most recent annual report on Form 10-K and subsequently filed reports on Form 10-Q. As a result, the Company’s actual results or performance may be materially different from those expressed or implied by these forward-looking statements. The Company does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

### **Item 7.01 Regulation FD.**

On January 21, 2014, the Company issued a press release announcing the appointment of Mr. Davis as Chief Operating Officer of the Company. Furnished hereto as Exhibit 99.1 to this Current Report on Form 8-K is a copy of the press release.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

10.1 Amendment No. 1 to the Executive Employment Agreement, dated January 17, 2014, by and between the Company and David M. Davis.

99.1 Press release of Global Eagle Entertainment Inc. dated January 21, 2014.

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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: January 21, 2014

By: /s/ Michael Pigott

Name: Michael Pigott

Title: VP Legal

[Signature Page to Form 8-K]

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## EXHIBIT INDEX

<b><u>Exhibit Number</u></b>	<b><u>Exhibit</u></b>
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99.1	Press release of Global Eagle Entertainment Inc. dated January 21, 2014.
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**AMENDMENT NO. 1 TO THE EXECUTIVE EMPLOYMENT AGREEMENT**

This AMENDMENT NO. 1 TO THE EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") is entered into on January 17, 2014, by and between Global Eagle Entertainment Inc., a Delaware corporation (the "Company"), and David M. Davis (the "Executive").

WITNESSETH:

WHEREAS, the Company and Executive entered into an Executive Employment Agreement dated as of January 31, 2013 (the "Agreement"); and

WHEREAS, the Company and Executive desire to 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(a). Section 2(a) of the Agreement is deleted in its entirety and replaced with the following text:

"(a) During the Employment Period, the Executive will serve as the Chief Financial Officer, Treasurer and Chief Operating Officer of the Company. As (i) Chief Financial Officer and Treasurer, the Executive will have the normal duties, responsibilities and authority of this office, and responsibility for financial management of the subsidiaries of the Company and corporate mergers and acquisition activities and (ii) Chief Operating Officer, the Executive will have the normal duties, responsibilities and authority of this office, and responsibility for managing sales, business development, marketing, communications and policy, human resources, and operations, in each case subject to the power of the Board (as defined in Section 9 below) to expand such duties, responsibilities and authority, including without limitation appointing the Executive as an officer of one or more Subsidiaries."

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) Effective on the date of this Agreement, the Executive's home office of employment will be Minneapolis, Minnesota and the Executive shall establish a permanent residence in the metropolitan area where the Company is headquartered, which is currently Los Angeles, California, by August 1, 2015."

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Section 4.           Amendment to Section 3. Section 3 of the Agreement is amended to add the following text after Section 3(e):

“(e) On January 13, 2014, the Company granted the Executive options to purchase an aggregate of 25,000 shares of common stock of the Company, par value \$0.0001 per share, at an exercise price of \$16.70 per share, pursuant to the Plan. Such options shall vest as follows: (i) 25% on the first anniversary of the date of grant, which shall be January 13, 2014, and (ii) 75% ratably over the next three years on a monthly basis until fully vested.”

Section 5.           Amendment to Section 4. Section 4 of the Agreement is amended to add the following text after Section 4(e):

“(f) Notwithstanding Section 3 above, and to the extent that any amounts reimbursed by the company to Executive for travel expenses (the “Travel Expense Reimbursement”) are determined to be taxable to Executive, the Company shall pay such additional amounts up to an aggregate of \$40,000 (“Additional Amounts”) to the Executive as may be necessary to make Executive whole for any taxes owed or payable by Executive on the Travel Expense Reimbursement and the Additional Amounts.”

Section 6.           Amendment to Section 5(f). Section 5(f)(viii) of the Agreement is amended to replace the text “within eighteen (18) months of the Effective Date” with the following text:

“by August 1, 2015.”

Section 7.           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.,** *a Delaware corporation*

By: /s/ John LaValle

Name: John LaValle

Title: Chief Executive Officer

/s/ David M. Davis

David M. Davis

[Signature Page to Amendment No. 1 to Executive Employment Agreement]

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**For Immediate Release****Global Eagle Entertainment Promotes Dave Davis to COO**

**Los Angeles, CA (January 21, 2014)** – Global Eagle Entertainment Inc. (NASDAQ: ENT) today announced that it has promoted Dave Davis to Chief Operating Officer. Davis previously served as, and will continue in the role of, CFO.

“Dave joined Global Eagle just prior to the merger that created our company,” said Ed Shapiro, Chairman of the Board of Global Eagle Entertainment. “In that time, he has helped lead the organization through a number of successful milestones, including completing two acquisitions, significantly strengthening the finance and administrative teams, and raising new capital to support growth. In his expanded role, Dave will be instrumental in achieving the ambitious goals we’ve set for our company.”

In his new and expanded role as COO, Davis will have responsibility for the operating, administrative, and shared services functions of the company. In addition, his key priorities will be integrating the businesses Global Eagle has acquired, developing a world-class organization and management team, achieving revenue and earnings goals, and developing new strategic relationships for the company.

Commenting on his promotion, Davis said, “This is a very exciting time for Global Eagle. We have built a strong foundation with exceptional assets and a solid financial position. I look forward to continuing to work with our talented team to drive results for our customers and investors.”

Mr. Davis has over 20 years of financial and business management experience in airline and related industries. Before joining Global Eagle as CFO in November 2012, Mr. Davis spent three and half years in private equity, first as Senior Managing Director of Perseus LLC, then as Partner and Co-Founder of Bearpath Capital LLC. He previously was with Northwest Airlines for a total of nearly nine years, where he was appointed to the role of EVP and CFO and played a key role in the merger of Northwest and Delta Airlines in 2008. Mr. Davis also previously served as Chief Financial Officer of Kraton Polymers and US Airways. Earlier in his career, he worked for both Rockwell International and BF Goodrich Aerospace. Mr. Davis holds a Bachelor of Aerospace Engineering and Mechanics degree from the University of Minnesota and an MBA from the University of Minnesota’s Carlson School of Management.

**About Global Eagle**

Global Eagle Entertainment Inc. is the leading full service provider of content and connectivity to the worldwide airline industry. Through its combined content, distribution and technology platforms, Global Eagle provides airlines and the millions of travelers they serve with the industry’s most complete offering of in-flight video content, e-commerce and information services. Global Eagle provides airline passengers with Internet access, live television, shopping, and travel-related information. Global Eagle has the largest number of satellite-based inflight connectivity systems operating in the world today, with installations on over 500 aircraft. In addition, Global Eagle provides film and television content, games and applications to more than 150 airlines worldwide. Global Eagle is headquartered in Los Angeles, California and maintains offices and support personnel around the world. Find out more at [www.globaleagleent.com](http://www.globaleagleent.com).

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## **Forward-Looking Statements**

We make forward-looking statements in this press release within the meaning of the Securities Litigation Reform Act of 1995. These forward-looking statements relate to expectations or forecasts for future events, including without limitation our earnings, revenues, expenses or other future financial or business performance or strategies, or the impact of legal or regulatory matters on our business, results of operations or financial condition. These statements may be preceded by, followed by or include the words “may,” “might,” “will,” “will likely result,” “should,” “estimate,” “plan,” “project,” “forecast,” “intend,” “expect,” “anticipate,” “believe,” “seek,” “continue,” “target” or similar expressions. These forward-looking statements are based on information available to us as of the date they were made, and should not be relied upon as representing our views as of any subsequent date. These forward-looking statements are subject to a number of risks and uncertainties, including without limitation those risks and uncertainties described in our most recent annual report on Form 10-K and subsequently filed reports on Form 10-Q. As a result, our actual results or performance may be materially different from those expressed or implied by these forward-looking statements. We do not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws.

### **Global Eagle Entertainment Media Contacts:**

Karin Pellmann

[kpellmann@row44.com](mailto:kpellmann@row44.com)

646-515-6933

Jeff Pryor

Priority PR

310-954-1375

[jeff@prioritypr.com](mailto:jeff@prioritypr.com)

### **Global Eagle Entertainment Investor Contacts:**

Chris Plunkett or Brad Edwards

Brainerd Communicators, Inc.

(212) 986-6667

[plunkett@braincomm.com](mailto:plunkett@braincomm.com)

[edwards@braincomm.com](mailto:edwards@braincomm.com)

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